

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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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

A. Regular Meeting: November 26, 2024

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. APPOINTMENTS

2. REAPPOINTMENTS

a. Louis Schulman, Planning and Zoning Commission, Regular

b. R. Richard Roina, Planning and Zoning Commission, Regular

c. Jacquen Jordan-Byron, Planning and Zoning Commission, Regular

d. Ana Tabachneck, Planning and Zoning Commission, Alternate

B. MAYOR'S REMARKS

V. COUNCIL PRESIDENT

A. GENERAL BUSINESS

1. Maritime Aquarium Economic Outlook Presentation

B. RESIGNATIONS AND APPOINTMENTS

C. CONSENT CALENDAR

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

B. BOARD OF ESTIMATE AND TAXATION

VII. COMMON COUNCIL COMMITTEES

A. FINANCE AND CLAIMS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Municipal Tax Services LLC., for motor vehicle registration and tax compliance services for a term of three years with two options to extend for one year each.
2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Tyler Technologies for commercial valuation services for a term of 1 year, with four options to extend for one year each in a sum not to exceed \$45,000 per year. Account No. 11320-5258.
3. Authorized the Mayor, Harry W. Rilling, to enter a three (3) year purchase agreement with Environmental Systems Research Institute, Inc. for Urban Planning licenses. Annual amount not to exceed \$11,000, for a total not to exceed \$33,000. Account # 011371-5269 IT GIS OTHER REPAIR-MAINTENANCE
4. Authorize the Mayor, Harry W. Rilling, to enter into a three-year purchase agreement with Nearmap US Inc. for high-resolution aerial imagery and mapping services, with a total cost not to exceed \$59,834.88. City Account # 011371-5742 (GIS Software)
5. Authorized the Purchasing Agent to issue a Purchase Order for the purchase of a 1-year license of an online form Enterprise Solution for Jotform, Inc. at a cost of \$11,646.00, with auto-renewal after the first year. Account # 011370-5742. (IT Software)
6. Authorize the Department of Recreation and Parks to transfer \$13,724.59 in ARPA funding from account 134010 5796 ARP03, into account 134010 5796 ARP01 for Skate Park Construction concrete testing services.
7. Authorize the Department of Recreation and Parks to transfer \$15,201.62 in ARPA

funding from account 134010 5796 ARP03, into account 134010 5796 ARP04 to supplement an existing contract with the City's Arborist.

8. Authorize the Department of Public Works to transfer \$491,000.00 in ARPA funding from account 134010 5796 APW01, into account 134010 5796 APW10 for the Pavement Management Program.
9. Authorize the Department of Public Works to transfer \$21,500.00 in ARPA funding from account 134010 5796 APW03, into account 134010 5796 APW10 for the Pavement Management Program.
10. RESOLUTION: requesting authorization to transfer \$300,000 to ARPA Account #140100-5796-ACMF7 (Lockwood Matthews Mansion) from ARPA Account #140100-5796-ACMF1 (6 Butler Acquisition).
11. RESOLUTION: requesting authorization to transfer up to \$25,000 to ARPA Account #130100-5796-AEC21 (Harbor Use Plan Study) from ARPA Account #130100-5796-AEC16 (Event Planner).

B. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an extension Agreement with Fleet AutoSupply, under RFP project number 4123 for the upfit of police vehicles until February 27, 2026, in the amount not to exceed \$275,000.00 per year.
2. Authorize Purchasing Agent, Sharon Connors, to execute the purchase orders on behalf of the Norwalk Police Department to Fleet Auto Supply under RFP project number 4123 for the upfit of police vehicles based on unit pricing and the availability of funds not to exceed \$275,000.00.
3. Authorize arrangement for Corporation Counsel position to be changed from an employee to a contract and to authorize the Mayor to execute an agreement with Berchem Moses, PC to provide legal services and representation to City of Norwalk.
4. Salary Recommendation for Registrar of Voters and Deputy Registrar of Voters
 - a. Pursuant to Chapter 1, Section 6-2 of the Charter of the City of Norwalk, effective upon the commencement of the next term of office of the Registrar of Voters, the Common Council fixes the salary of the Registrar of Voters at \$79,000.00 annually, and hereby orders the City Clerk to updated Appendix, Part VII of Chapter 131, Section 3 of The Code of the City of Norwalk to reflect this salary.
 - b. Pursuant to Chapter 1, Section 6-2 of the Charter of the City of Norwalk, effective upon the commencement of the next term of office of the Deputy Registrar of Voters, the Common Council fixes the salary of the Deputy Registrar of Voters at \$70,000.00 annually, and hereby orders the City Clerk to updated Appendix, Part VII of Chapter 131, Section 3 of The Code of the City of Norwalk to reflect this salary.

C. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute Amendment 1 to the Agreement between the City of Norwalk and Stantec Consulting Services Inc. for Project Closeout Services for Norwalk River Valley Trail-Phase 2 State Project 102-350", for a lump sum fee of \$40,000.

ACCT: 0922 4021 5777 C0234

2. Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the United States Department of Transportation (US DOT) to accept grant funding under the Safe Streets for All FY24 grant program (Federal Award No. 693JJ32540311).

ACCT: 0924 3750 5777 C0824

3. Authorize the Mayor, Harry W. Rilling, to execute any and all documents and agreements required by the Connecticut Department of Transportation (CTDOT) to accept grant funding under the Community Connectivity Grant Program for the Hospital Hill Village District Safety Enhancement Project.

**ACCT: 363751 5799 G0067
0925 3750 5777 C0649**

4. Authorize the Mayor, Harry W. Rilling, to sign an agreement with the WesternConnecticut Council of Governments (WestCOG) for the Active Transportation Microgrant program for the release of the grant funds in the amount of \$4,788.00.

ACCT: 363752 5329 G0068

5. Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Improvements to Richards Avenue and West Cedar Street as part of the Connecticut Department of Transportation (CTDOT) Local Capital Improvement Program (LOTICIP) with grant funding administered through the Western Council of Governments (WestCOG); and all other agreements and documents required thereunder.
6. Authorize the Mayor, Harry W. Rilling to enter into a License Agreement for Vehicular Parking with the Connecticut Department of Transportation for property located along Monroe Street, adjacent to the New Haven Main Rail Line.
7. Authorize Mayor Harry W. Rilling to execute a contract with Cultural Planning Group in an amount not to exceed one hundred thousand dollars (\$100,000) to complete the Arts and Cultural Plan.

ACCT: 140000-5796-ACMF2

D. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute a Partial Guaranteed Maximum

Price (Partial GMP) Amendment to the Newfield Construction Group, LLC's contract for the new Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$9,268,033.00. Funds are available from accounts:

134030 5796 ABL01 – ARPA funds -for Community Rec Center
140000 5796 ACMF3 – ARPA funds for 98 South Main St./Comm. Rec Center
510000 5796 GGP02 – GGP funds for Comm. Rec. Center
09191340 5796 C0634 – GGP funds for Comm. Rec. Center
09256030 5777 C0719 – Capital Budget funds for 98 S. Main/Comm. Rec Center

Note: Balance of the trade packages are scheduled for rebid. Thereafter, a Final GMP will be submitted to the Council for approval subject to the availability of additional funds.

2. Authorize to increase the contingency allowance for the Construction Manager (CM) Newfield Construction Group, LLC for the South Norwalk Elementary School project for an additional not to exceed \$1,000,000. These funds will be available to implement improvements within the recently acquired Oxford Street properties. Acct. #09225010 5777 C0808.
3. For Informational Purposes - Update on Acquisition of 6 Butler Street

E. PUBLIC WORKS COMMITTEE

1. Authorize the Purchasing Agent to authorize a sole source purchase order to Millenium Products, Inc. for the purchase of a 10 Year Wanco Service Plan, Wanco setup, fleet programs, and cellular service for four (4) Wanco Message Signs operated by DPW and Rec and Parks Departments for an amount not to exceed \$5,980.00.
Account No. 01 40 45 5462
2. City of Norwalk and M. Rondano Inc. Agreement Amendment
 - a. Authorize the Mayor, Harry W. Rilling, to execute the 2nd Amendment to the February 6, 2024 agreement between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage at Various Locations for a sum not to exceed \$1,071,063.00.
Account No.
09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 26 4021 5777 C0302
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440

09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 26 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643
09 25 4021 5777 C0643
09 26 4021 5777 C0643
133110 5796 ARP05
134010 5796 APW05
134010 5796 APW10

- b.** Authorize the Chief of Operations and Public Works to execute orders on the contract between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage at Various Locations for a sum not to exceed \$107,106.30.

Account No.

09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 26 4021 5777 C0302
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 26 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643
09 25 4021 5777 C0643
09 26 4021 5777 C0643
133110 5796 ARP05
134010 5796 APW05
134010 5796 APW10

- 3.** Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the August 8, 2024 Agreement between the City of Norwalk and The Grasso Companies, LLC for Project 4359, RD2024-3 Curbs and Sidewalks for Beacon Street for a sum not to exceed \$75,000.00.

Account No. 03 00 00 2602

09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 25 4021 5777 C0318

09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 24 4062 5777 C0361

4. Authorize the Mayor, Harry W. Rilling, to execute all necessary documents for City Purchasing Department Project 4402 - Project BR2024-2 - State Project 102-366 Replacement of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152
5. Contract with Dayton Construction Company, Inc. for City Purchasing Department Project 4402 - Project BR2024-2 - State Project 102-355 Replacement of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152
 - a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Dayton Construction Company, Inc. for City Purchasing Department Project 4402 - Project BR2024-2 - State Project 102-355 Replacement of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152, for a sum not to exceed \$4,463,188.00.
Account No. 09 20 4021 5777 C0642
09 21 4021 5777 C0642
09 22 4021 5777 C0642
09 23 4021 5777 C0642
09 24 4021 5777 C0642
09 20 4021 5799 C0642
 - b. Authorize the Chief of Operations and Public Works, to execute orders on the Contract with Dayton Construction Company, Inc. for City Purchasing Department Project 4402 - Project BR2024-2 - State Project 102-355 Replacement of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152, for a sum not to exceed \$446,318.80.
Account No. 09 20 4021 5777 C0642
09 21 4021 5777 C0642
09 22 4021 5777 C0642
09 23 4021 5777 C0642
09 24 4021 5777 C0642
09 20 4021 5799 C0642
6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Langan CT, Inc. to provide design development and construction administration services, for a sum not to exceed \$100,000.00.
Account No. 09 24 7100 5777 C0836
7. Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the Agreement between the City of Norwalk and Alfred Benesch & Company dated

December 10, 2019, to provide Professional Services for the replacement design of the West Cedar Street Bridge over the Five Mile River in Norwalk, CTDOT Project No. 102-366, for a sum not to exceed \$458,700.00.

Account No. 09 20 4021 5777 C0642

09 21 4021 5777 C0642

09 22 4021 5777 C0642

09 23 4021 5777 C0642

09 24 4021 5777 C0642

09 20 4021 5799 C0642

8. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement No.11.05-01(24) with the Connecticut Department of Transportation under State Encroachment Permit No. 3026270 for tree planting improvements within the State right-of-way along Riverside Avenue (State Route 809) and the Norwalk River Valley Trail.

9. Authorize the Mayor, Harry W. Rilling, to execute a Seventh Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide Professional Engineering Services for flood remediation at specific locations in accordance with Professional Services Task Order 24-1 dated August 22, 2024, and Professional Services Task Order 25-1 dated November 25, 2024, for a sum not to exceed \$43,000.00.

Account No. 13 40 10 5796 APW06

09 24 4062 5777 C0361

10. Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the August 8, 2024 agreement between the City of Norwalk and FGB Construction Company for Purchasing Project 4378, RNP2024-1 Calf Pasture Beach Road Realignment for a sum not to exceed \$300,000.00.

Account No. 09 25 6030 5777 C0365

09 22 6030 5777 C0588

09 23 6030 5777 C0588

09 24 6030 5777 C0588

09 25 6030 4862 C0365

09 25 6030 5796 C0365

09 24 4021 5777 C0021

09 25 4021 5777 C0021

11. Authorize the Mayor, Harry W. Rilling, to award a contract to Reliable Excavating Co. Inc. for the amount of \$423,242.00 with 10% of contingency at \$42,324.20 for Soundview Ave Sidewalk Connection Project # TMP2024-08.

Account No. 13 31 10 5796 ATM01

13 37 10 5796 AE23

12. Authorize the Mayor, Harry W. Rilling, to award a contract to A Vitti Excavators, LLC for the amount of \$844,032.00 with 10% of contingency at \$84,403.20 for project number SONO School Sidewalk Connectivity # TMP2024-09.

Account No. 13 37 10 5796 AE23

- 13. Authorize the Mayor, Harry W. Rilling to execute an Amendment to the Weston & Sampson Agreement dated May 20, 2024, to provide Professional Engineering Services on an as-needed basis for a sum not to exceed \$80,000.00.
 Account No. 09 19 4021 5777 C0021
 09 24 4021 5777 C0021
 09 25 4021 5777 C0021
 09 25 4021 5777 C0318
 09 21 4021 5777 C0440
 09 22 4021 5777 C0440

- VIII. **RESOLUTIONS FROM COMMON COUNCIL**
- IX. **MOTIONS POSTPONED TO A SPECIFIC DATE**
- X. **SUSPENSION OF RULES**
- XI. **ADJOURNMENT**

REAPPOINTMENTS	
PLANNING AND ZONING COMMISSION	Nwtk. Code 79
LOUIS SCHULMAN (U) 23 James Street Norwalk, CT 06850	Term Expires - 01/01/2025 Regular, District D Effective 01/01/2025
R. RICHARD ROINA (R) 6 Bayne Street Norwalk, CT 06851	Term Expires - 01/01/2025 Regular, District D Effective 01/01/2025
JACQUEN JORDAN-BYRON (D) 100 San Vincenzo Place #5 Norwalk, CT 06854	Term Expires - 01/01/2025 Regular, District B Effective 01/01/2025
ANA TABACHNECK (D) 4 Gilbert Street Norwalk, CT 06855	Term Expires - 01/01/2025 Alternate, District C Effective 01/01/2025

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Mayor Rilling called the meeting to order at 7:31 p.m. and led the Assembly in reciting the Pledge of Allegiance.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Joshua Goldstein
	Mr. Johan Lopez (7:39 P.M.)	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	
District A:	Ms. Nicol Ayers	Mr. Jalin Sead

District B: Mr. Dajuan Wiggins Ms. Darlene Young
District C: Ms. Nicole Eaddy Ms. Anne Wennerstrand
District D: Ms. Heather Dunn Mr. Douglas W. Sutton
District E: Mr. James Frayer

At Roll Call there were thirteen (13) Common Councilmembers present and two (2) absent (Mr. Lopez and Ms. Shanahan). A Quorum was present.

Also present were Mayor, Harry Rilling; City Clerk, Irene Dixon and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

A. Public Hearing: November 12, 2024

**** MS. SMYTH MOVED TO APPROVE THE MINUTES AS PRESENTED
** MOTION PASSED UNANIMOUSLY**

B. Special Meeting: November 12, 2024

The following correction was made to the minutes:

Correct the spelling of Ms. Stoll's name.

**** MS. NIEDZIELSKI EICHNER MOVED TO ACCEPT THE MINUTES AS
CORRECTED
** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

Public participation comments are not verbatim and represent a summarization of statements unless otherwise noted. Speakers are Norwalk residents unless otherwise noted.

Mr. Richard Bonenfant expressed concern about enforcement of the proposed park curfew and rules. He noted that Cranbury Park is overrun by dogs of all sizes on and off leash. He said someone is going to get mauled if there is no intention to enforce the rules.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

1. APPOINTMENTS

**** MS. SMYTH MOVED TO APPROVE THE FOLLOWING APPOINTMENT**

a. GEOFFREY S. SWEITZER, OAK HILLS PARK AUTHORITY

Ms. Smyth spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING
APPOINTMENT**

B. STEVEN G. MUNROE, CONSERVATION COMMISSION, ALTERNATE

Ms. Niedzielski Eichner spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING APPOINTMENT**

C. BECCA STOLL, BIKE/WALK COMMISSION

Mr. Goldstein spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING
APPOINTMENT**

D. ANTHONY SANTELLA, BOARD OF HEALTH

Ms. Niedzielski Eichner spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

2. REAPPOINTMENTS

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE FOLLOWING
REAPPOINTMENTS**

A. KEITH LYON, ZONING BOARD OF APPEALS

B. DANIELLE SANCHICK, ZONING BOARD OF APPEALS

Ms. Niedzielski Eichner spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

**** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING
REAPPOINTMENTS**

C. NICHOLAS PAPPAS, BIKE/WALK COMMISSION

D. EMILY BURNAMAN, BIKE/WALK COMMISSION

Mr. Goldstein spoke in support of the reappointments.

**** MOTION PASSED UNANIMOUSLY**

B. MAYOR'S REMARKS

Mayor Rilling announced the City of Norwalk's Annual Tree Lighting Celebration will be on Friday, December 6th at 5:30 p.m. at City Hall. He also talked about the upcoming annual holiday events, the Holiday Extravaganza taking place on December 7th , from 4:00 p.m. to 8:00 p.m. and the Wall Street Wonderland event taking place on December 14th from 4:00 p.m.to 7:00 p.m. He noted these events are free and show case Norwalk's local talent. Mayor Rilling invited the community to the annual Pancake Breakfast with Frosty on Saturday, December 7th , from 8:30 a.m. to 10:00 a.m. in the Community Room.

Mayor Rilling announced the remembrance ceremony for the victims of the Pearl Harbor attack on Saturday, December 7th at 9:00 a.m. in the American Legion Post 12 building on 60 County Street in Norwalk. He noted that no one from Norwalk lost their life during the December 4, 1941 attack at Pearl Harbor.

Mayor Rilling wished wishing everyone a happy and healthy Thanksgiving.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS

Ms. Young, as the outgoing Council President expressed her thanks for allowing her to serve in this position. She thanked the Majority Leader, Ms. Niedzielski Eichner and the Minority Leader, Ms. Dunn.

Ms. Young highlighted the many accomplishments that took place over the last year.

Ms. Young expressed her thanks to Mayor Rilling and Attorney Coppola and the Law Department.

1. Election of Council President

**** MS. YOUNG MOVED TO NOMINATE MS. SMYTH AS COUNCIL PRESIDENT**

There were no other nominations.

Mr. Goldstein spoke in support of the nomination.

**** MOTION PASSED UNANIMOUSLY**

At this point, Ms. Young turned the meeting over to Ms. Smyth.

Mayor Rilling and Ms. Smyth expressed their thanks to Ms. Young.

2. Announcement of Majority Leader

Ms. Smyth announced the appointment of Mr. Goldstein as Majority Leader.

3. Announcement of Minority Leader

Ms. Smyth announced the appointment of Ms. Dunn as Minority Leader.

B. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

B. CONSENT CALENDAR

Ms. Smyth announced that the Consent Calendar was being read by Ms. Wennerstrand.

**** MS. WENNERSTRAND MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI. **REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS**

VII. **COMMON COUNCIL COMMITTEES**

A. **FINANCE AND CLAIMS**

1. **CLAIMS COMMITTEE REPORT: OCTOBER AND NOVEMBER 2024**

2. **NARRATIVE ON TAX COLLECTIONS DATED OCTOBER AND NOVEMBER 2024**

3. **MONTHLY TAX COLLECTOR'S REPORTS DATED SEPTEMBER AND OCTOBER 2024**

4. **APPROVE ARPA TRANSFER REQUEST FOR 133710-5796-ATM01 SOUNDVIEW PROJECT IN THE AMOUNT OF \$150,000 FROM 133110-5796-**

APD02 PD HQ PARKING FOR THE PURPOSE OF ERECTING A RETAINING WALL AND INSTALLING A VITALLY MISSING SECTION OF SIDEWALK ALONG SOUNDVIEW AVENUE.

- 5. RESOLUTION: REQUESTING AUTHORIZATION TO TRANSFER ANY UNENCUMBERED AMERICAN RESCUE PLAN ACT (ARPA) - CORONAVIRUS STATE FISCAL RECOVERY FUND (CSFRF) FUNDS TO THE DEPARTMENT OF PUBLIC WORKS FOR PAVEMENT MANAGEMENT PROGRAM (ACCT #134010- 5796-APW10), PROVIDED THAT THE TRANSFER AND EXPENDITURE OF SUCH FUNDS OCCUR NOT LATER THAN DECEMBER 31, 2026.**
- 6. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A THREE-YEAR PURCHASE AGREEMENT WITH TOTAL COMMUNICATION, INC. FOR CISCO PHONE LICENSES, WITH AN ANNUAL COST NOT TO EXCEED \$92,095.14 AND A TOTAL COST NOT TO EXCEED \$276,285.44. CITY ACCOUNT # 0924 1370 5777 C0375/BOE ACCOUNT # 0924 5010 5777 C0112**
- 7. AUTHORIZED THE MAYOR, HARRY W. RILLING, TO ENTER INTO A THREE-YEAR PURCHASE AGREEMENT WITH BLACKWOOD ASSOCIATES, INC. FOR ZSCALER VPN LICENSES. THE ANNUAL AMOUNT SHALL NOT EXCEED \$27,154, WITH A TOTAL AMOUNT NOT TO EXCEED \$89,262. ACCOUNT # 011370- 574C, CITY IT CYBERSECURITY.**

B. RECREATION, PARKS AND CULTURAL AFFAIRS

- 1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT AND IMMEDIATE SURROUNDING GROUNDS WITH CITY OF NORWALK BUSINESS DEVELOPMENT & TOURISM FOR THE USE OF WASHINGTON STREET PLAZA FOR THEIR HOLIDAY EXTRAVAGANZA TO BE HELD ON SATURDAY, DECEMBER 7TH, 2024 FROM 4:00 P.M. TO 8:00 P.M. SET-UP TIME BY 9:00 A.M. SATURDAY WITH TEAR-DOWN BY 10:00 P.M. APPROXIMATELY 3,000 PEOPLE.**
- 2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH GREENWICH KENNEL CLUB AND LONGSHORE-SOUTHPORT KENNEL CLUB FOR THE USE OF TAYLOR FARM AND IMMEDIATE SURROUNDING GROUNDS FOR THEIR AMC DOG SHOW TO BE HELD ON THURSDAY, JUNE 5TH 2025, FRIDAY, JUNE 6TH 2025, SATURDAY, JUNE 7TH 2025 AND SUNDAY, JUNE 8TH 2025 FROM 7:00 AM. TO 10:00 P.M. SET-UP TIME BY 9:00 A.M. TUESDAY, JUNE 3RD WITH TEAR-DOWN BY 12:00 P.M. MONDAY, JUNE 9TH. APPROXIMATELY 450 PEOPLE.**

4. **AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH FREEMAN COMPANIES FOR PROJECT #4376, CRANBURY PARK TRAIL DEVELOPMENT, FOR A TOTAL NOT TO EXCEED \$48,000 FROM ACCOUNT # 09246030 5799 C0846.**

D. ORDINANCE

3. **APPROVE REVISIONS TO CHAPTER 58A, BLIGHT PREVENTION, SECTIONS 58A-1 AND 58A-4.**

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

C. RECREATION, PARKS AND CULTURAL AFFAIRS

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING ITEM**

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

Mr. Robert Stowers, Director of Recreation, Parks and Cultural Affairs reviewed the item. He noted the times are included to help the Police with enforcement. Common Council members asked about park hours and enforcement. Mr. Stowers explained it is good for people to know that parks will be closed by a certain time. He added that generally, people will honor those hours and Police have enforcement power.

Mr. Wiggins cautioned that some people may be allowed to walk through a park while others would not be allowed, and said this leaves room for discrimination. Mr. Stowers explained the Police would not be stationed at the park, but would only go there if they get a call.

Ms. Niedzielski Eichner suggested this may be a question for Police Chief Walsh. Ms. Smyth said this will be something to keep an eye on and suggested getting reports from the Police about what actually happens.

Mr. Sead said he would be voting no, because he feels there are mixed messages. They need to work on the message detailing what people can and can not do.

Mr. Wiggins asked if they could table this item.

Ms. Ayers said a conversation about the financial impact is needed, regarding using staff to monitor the parks when they open early.

Ms. Dunn said she would like to look at the impact from drinking and driving due to drinking in the parks.

Mr. Frayer asked if there are any details of Police investigations and apprehensions at the Parks, where the Police had to release someone because there was no Ordinance in place.

Mr. Stowers explained the Police have had to remove people during events and hears that people drink and smoke in the parks. He said this proposed Ordinance is for the safety of the residents and aligns with other parks.

Mr. Wiggins said ne was very concerned and asked about enforcement. He suggested tabling this item so they could have a conversation with the Police Chief.

- ** MS. YOUNG MOVED TO TABLE THIS ITEM AND SEND IT BACK TO THE RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE FOR FURTHER DISCUSSION WITH THE CHIEF OF POLICE**
- ** MOTION PASSED UNANIMOUSLY**

D. COMMUNITY SERVICES

- ** MS. AYERS MOVED TO APPROVE THE FOLLOWING ITEM**

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL NECESSARY AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS TO FUND THE MULTI-SYSTEM COORDINATION PROGRAM IN PARTNERSHIP WITH THE FAIRFIELD COUNTY COMMUNITY FOUNDATION IN THE AMOUNT OF \$200,000 FROM THE AMERICAN RESCUE PLAN ACT (ARPA) ADMINISTERED BY THE COMMUNITY SERVICES DEPARTMENT. FUNDING SOURCE: ARPA ACCOUNT 140000-5796- ACMF5 (\$200,000).

Ms. Ayers introduced the item.

Mr. Lamond Daniels, Chief of Community Services reviewed the item. He described how the funding will be been used.

Mr. Wiggins said this was a great opportunity for the City. Ms. Niedzielski Eichner expressed appreciation for the coordination approach. Ms. Smyth expressed support for this item. She thanked Ms. Ayers and Mr. Daniels.

- ** MOTION PASSED UNANIMOUSLY**

E. ORDINANCE

- ** MR. GOLDSTEIN MOVED TO APPROVE THE FOLLOWING ITEM**

1. APPROVE REVISIONS TO CHAPTER 90, DEPARTMENT OF OPERATIONS AND PUBLIC WORKS, SECTIONS 90-1 THROUGH 90-12.

Mr. Goldstein introduced the item.

Ms. Dunn expressed concern over the educational requirement. Ms. Smyth said this person needs to be a visionary who led Public Works departments. Ms. Niedzielski Eichner said she shared Ms. Dunn's concern.

A discussion took place regarding the educational requirement in the Ordinance.

Mr. Goldstein explained that the idea is to give the City flexibility in hiring an individual; it is a multifaceted position.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MS. DUN)**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed to a specific date this evening.

X. SUSPENSION OF RULES

There were no suspension of the rules this evening.

XI. ADJOURNMENT

**** MS. YOUNG MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further discussion, and the meeting was unanimously adjourned at 8:59 p.m.

ATTEST: _____
Irene Dixon, City Clerk

Louis Schulman

23 James Street, Norwalk, Connecticut 06850
 Phone: 203-846-2854 – Cell: 203-851-2330 – E-Mail: louissschulman@hotmail.com

Objective

To secure a volunteer position with the City of Norwalk where I can apply my intelligence and the skills I have acquired over a forty-five year career in public and non-profit service.

Skills

- Strong management skills including supervising and working with people, operations, and finances.
- Understanding the relationships between and among City departments and an ability to work well with a diverse group of people.
- Consensus building.
- Extensive experience and ability to work with local, state, and federal governments at all levels.
- Strong planning skills

Experience

Norwalk Transit District, Norwalk, Connecticut

5/76 – 1/15

Administrator (Chief Executive Officer)

- Responsible for overseeing and directing a staff of 150 managing a 100-vehicle public transit network operating throughout southwestern Connecticut; also serving areas as far north as Danbury and as far east as Milford.
- Growing the service over thirty-eight years from 19 vehicles to 100.
- Securing annual operating funds from Norwalk, Westport, Stamford, and Wilton, as well as the State Department of Transportation.
- Securing on-going capital funds from the federal and state governments to maintain a state of good repair as well as funding for service expansions and the introduction of new technology.
- Securing \$20,000,000 in federal and state funds to construct two bus storage, maintenance, and administrative facilities. When the District outgrew the older facility, negotiating with the federal government to secure the facility for the City of Norwalk's use at no cost to the City.
- Securing over \$16,000,000 in federal and state funds for City of Norwalk projects carried out by City agencies, including construction of the South Norwalk rail station and garage.
- Securing federal and state funds to restore four of Norwalk's WPA murals. Commissioning eight original works of art and funding arts projects at the South Norwalk rail station and under the Washington Street rail bridge.

Operation SPEAR, Norwalk, Connecticut

2/70 – 12/75

Executive Director

12/72 – 12/75

Oversaw the operation of an inpatient and outpatient drug abuse treatment program, and a drug use prevention program.

Administrative Assistant

2/70 – 11/72

Secured federal and state operating funds and oversaw all administrative functions.

Norwalk Economic Opportunity Now

11/70 – 1/70

Administrative Assistant

Prepared grant applications.

VISTA (Volunteers in Service to America)

9/68 – 6/70

VISTA Volunteer at the Community Action Agency, Danbury, Connecticut

Community development work in a poverty area of the City of Danbury. Operated a community youth center and helped to develop the first federally funded day care center in Danbury.

Other Community and Board Service

- National Academy of Sciences (Transportation Research Board), currently part of a team overseeing a national study of remote learning for front line transit employees.
- Treasurer of the Human Services Council of southwest Connecticut. Chaired the Community Indicators study three times.
- Mayor's representative to and Treasurer of the South Western Regional Mental Health Board.
- Board member, Norwalk Senior Center.
- Participated in or oversaw more than 25 local, regional, and statewide transportation and community development studies.
- Presented at more than 20 national, regional, and statewide transportation and urban development conferences.
- Former member of the Metropolitan Planning Organization.
- Former Chair, Connecticut Association for Community Transportation.
- Former member, and legislative committee chair, Transit for Connecticut.

Education

B.A. Queens College of the City University of New York

R. Richard Roina

ATTORNEY AND COUNSELLOR AT LAW

38 Post Road West
Westport, CT 06851

Telephone (203) 838-8804
Facsimile (203) 222-7788

e-mail: rrroina@att.net

RESUME

EXPERIENCE:

January 1, 1994 to Present:

Sole Practitioner, 160 Water Street, Norwalk, Connecticut 06854; with a move in 2006 to 11 Goldstein Place, Norwalk, Connecticut 06855; with a move November 2010 to 16 River Street, Norwalk, CT 06855 and a move in February 2014 to 38 Post Road West, Westport, CT 06880 and then back to a home office in Norwalk by January 2022.

Approximately 99% of practice devoted to residential and commercial real estate acquisition and financing.

Zoning Commissioner, City of Norwalk – one three-year term and recently reappointed.

June 1979 to 1994:

Partner, Roina, Fiore & Fiore, 96 East Avenue, Norwalk, Connecticut 06851

Approximately 95% of practice devoted to residential and commercial real estate acquisition and financing, developer representation.

August 1975 to 1979:

Sole Practitioner, 189 East Avenue, Norwalk, Connecticut 06851 with a move in 1977 to 96 East Avenue, Norwalk. Equal split between real estate and civil litigation.

August 1973 to 1975:

Tierney, Anthony & Whelan, 7 Benedict Court, Greenwich, Connecticut 06830
General Practice: Focused on civil litigation

EDUCATION and LICENSE:

New England School of Law
Boston, Massachusetts
Juris Doctor Degree
Graduated Cum Laude

June 1973

Admitted to Connecticut Bar

September 11, 1973

Juris No. 050824

Jacquen Jordan-Byron
100 San Vincenzo Place #5
Norwalk, CT 06854

Cell: (203) 822-3523
Home: (203) 854-5456
Email: jjbyron1@hotmail.com

D

Summary: Experienced professional with excellent people skills, focused on strengthening relationships.

Education and Training:

2017-2018	The Graduate Institute, Bethany, CT Certificate in Transformative Coach and Training
2013 - 2011	University of Bridgeport, Bridgeport, CT Cum Laude, Bachelor of Science. Major-Business Studies & Minor-Psychology
2012	University of Oklahoma, Tulsa OK. - National Resource Center for Youth Services Certified Trainer/Consultant in Managing Aggressive Behavior and Trauma Informed Care. Group training on applied behavior modification, for awareness, safety and risk assessment.
2011- 2012	ICCCR at Teachers College, Columbia University, New York NY Continuing Professional Studies in Conflict Resolution and Mediation

Experience:

2000- 2018	<u>Charter Brokerage LLC, 383 Main Avenue, Norwalk CT 06851. Senior Accounting Clerk:</u> Proficient knowledge and practice of Accounting Principles using various accounting software platforms. Excellent communication and resolution skills. Front office customer service, record retention and administrative office support. Included but not limited to: • A/P: Daily on-demand checks processing for over 100 freight forwarders, vendors and U.S. Customs and Border Protections. • A/R: Record and collect revenue from over 20 international energy clients via wire and ACH. Distribute monthly statements; keep weekly status reports for customs audit purposes. • Billing: Generate daily and periodic imports and exports invoices for vessel, rails, and truck entries. Apply knowledge of contracts and billing rates. Respond to client inquiries.
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Software:	Exceptional knowledge and application of Microsoft Office Suite (MS Word, Excel, Power Point, etc.) Accounting software: Peachtree, Cargo Wise, FITS (First-in/First-out) Inventory system.
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Community Civic Service:

2020 - Ongoing	Vice Chair of Norwalk Democratic Town Committee – Support candidates with all election events such as: fundraising, recruitment, community outreach, and voting poll support.
2020 - Ongoing	Vice Chair of Norwalk District B – Co-chair monthly meetings with South Norwalk leadership. Bring awareness to the community about changing events. Participate in networking events online.
2002- Ongoing	Connect the Dots Moving Forward: Trainer. Collaborative onsite workshops for Direct Care Providers and Clients in: Conflict Resolution and Trauma Informed Care.

License / Permit:	State of Connecticut Notary Public. Expiration: 2024
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Ana Tabachneck, MEd, LCSW

646.241.9777

serelle21@gmail.com

PROFESSIONAL SUMMARY: Seasoned clinician and administrator. Well versed in Medicaid, Office of Mental Health, and Department of Homeless Services program operation. Proven leader of clinical, case management, facilities, IT, and medical staff. Focused on improving health outcomes for chronically ill and marginalized populations, with a particular focus on Healthcare IT integration, quality improvement, and compliance.

CORE COMPETENCIES: Program Development, Clinical Crisis Management, Privacy and Compliance, Quality Assurance, Audit Preparation and Response, Policy Implementation, Incident Investigation and Reporting, Training.

WORK HISTORY:

CCMP Health Home 2018-present

Director of Quality & Performance Improvement, Chief Compliance Officer

- o Develop a Quality Management Program for a top performing Health Home serving 14,000 members.
- o Oversight of 48 Care Management Agencies.
- o Liaise with state and city government on policy development and implementation.
- o Operate a Medicaid Compliance program, reporting to the Board of Governors on all compliance investigations.
- o Collaborate with legal and finance to ensure proper claims returns to OMIG and Managed Care Plans.

NADAP 2015-2018

Director of Quality Assurance - Health Home Care Coordination Department

- o Implement a comprehensive quality assurance program.
- o Collect and compile statistical quality data; analyze data to identify areas for improvement in the quality system; make recommendations for policy and/or procedure adjustment and database enhancements and modifications.
- o Develop operational policies and procedures. Ensure that policies are in compliance with government agency regulations and lead Health Home policies.
- o Identify training needs to meet quality standards, develop and deliver new trainings.
- o Sit on Corporate Compliance Committee and represent NADAP at external meetings.
- o Perform regular audits and other quality assurance activities.
- o Research and interpret Department of Health regulations.

CUCS 2005-2018

Program Director- Delta Manor Shelter

Program Director- Crotona Park East CR/SRO

Program Director- Assertive Community Treatment Team

EDUCATION:

MSW- Clinical Social Work

MEd- Rehabilitation Counseling

BA- Linguistics

Hunter College, CUNY

Hunter College, CUNY

New York University

New York, NY

New York, NY

New York, NY

CREDENTIALS:

Certified Rehabilitation Counselor

NYS LCSW #081618

V.A.

The Economic and Community Impact of The Maritime Aquarium at Norwalk

Date: September 2023

Submitted to Norwalk Redevelopment Authority



ESI **ECONSULT**
SOLUTIONS INC.

economics | policy | strategy

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About Econsult Solutions, Inc.

This report was produced by Econsult Solutions, Inc. (“ESI”). ESI is a Philadelphia-based economic consulting firm that provides businesses and public policy makers with economic consulting services in urban economics, real estate economics, transportation, public infrastructure, development, public policy and finance, community and neighborhood development, planning, as well as expert witness services for litigation support. Its principals are nationally recognized experts in urban development, real estate, government and public policy, planning, transportation, non-profit management, business strategy and administration, as well as litigation and commercial damages. Staff members have outstanding professional and academic credentials, including active positions at the university level, wide experience at the highest levels of the public policy process, and extensive consulting experience.

Offering solutions for

PUBLIC SECTOR | PRIVATE SECTOR | ECONOMIC DEVELOPMENT | COMMUNITY DEVELOPMENT
REAL ESTATE | NON-PROFIT + INSTITUTIONAL | TRANSPORTATION + INFRASTRUCTURE

Executive Summary

The Maritime Aquarium at Norwalk is an economic, cultural, and educational anchor located in the South Norwalk business district in Norwalk, Connecticut. The Aquarium showcases the Long Island Sound ecosystem through its living exhibits and undertakes marine science research, conservation, and education programming. It also serves as a community resource and visitor draw that has played a crucial role in the long-term revitalization strategy for South Norwalk. The Aquarium draws visitors and economic activity into Norwalk, supporting employment and spending at other establishments in the area.

The Maritime Aquarium at Norwalk inspires people of all ages to appreciate and protect the Long Island Sound ecosystem and the global environment through living exhibits, marine science, and environmental education.

This report quantifies the economic benefits of the Aquarium at the local and state level. These benefits arise from several different facets of economic activity driven by the Aquarium:

- Employment and local procurement are generated by the operations and maintenance of the Aquarium and through the research, conservation and educational grants that the Aquarium receives;
- Aquarium visitors have a significant spending footprint area (estimated at \$35 million in FY2022) as they visit other hospitality businesses as part of their trip;
- Major capital investments to revitalize and enhancement of the facility generate periodic large-scale impacts from construction activity; and
- Educational, research and conservation programming from the Aquarium has significant economic and social value for the region and beyond.

Annual Economic Impacts

Impacts from the Aquarium's organizational expenditures, from its research, conservation and educational programming, and from ancillary visitor spending are non-overlapping and can be summed to represent an aggregate annual impact. **Statewide, annual impacts in these categories generated \$88.6 million in total output in FY2022**, supporting 620 jobs (Full-time equivalent or 'FTE') with \$31.4 million in employee compensation.

Within the City of Norwalk, annual impacts from these categories total \$55.8 million in economic impact FY2022. This activity supports 490 direct, indirect, and induced jobs (FTE) with \$21.7 million in annual employee compensation (see Figure ES.2).

Figure ES.1: Economic Impact from FY2022 Organizational Expenditures a, Ancillary Visitor Spending and Conservation and Educational Grant Funding in the State of Connecticut

Impact Type	Organizational Expenditures	Visitor Spending	Conservation / Edu Grant Funding	Total
Economic Impact (\$M)	\$30.2	\$53.1	\$5.3	\$88.6
Employment Supported (FTE)	180	410	30	620
Earnings (\$M)	\$11.5	\$17.9	\$2.0	\$31.4

Figure ES.2: Economic Impact from FY2022 Organizational Expenditures, Ancillary Visitor Spending and Conservation and Educational Grant Funding in the City of Norwalk

Impact Type	Organizational Expenditures	Ancillary Visitor Spending	Conservation / Edu Grant Funding	Total
Economic Impact (\$M)	\$17.7	\$34.9	\$3.2	\$55.8
Employment Supported (FTE)	130	340	20	490
Earnings (\$M)	\$8.0	\$12.3	\$1.4	\$21.7

One-Time Impacts from Walk-Bridge Related Construction at the Aquarium

Recent capital activity at the Aquarium has been associated with the replacement of the nearby 130-year-old “WALK Bridge” over the Norwalk River. Due to its location and scale, this construction project has significant implications for the Aquarium facility and its operations. Nearly \$42 million has been invested to date in projects for the functional replacement of certain Aquarium assets disrupted by construction needs, primarily through federal and state funds. **One-time impacts from the Aquarium’s capital projects associated with the WALK Bridge project are estimated to have generated \$70 million in economic output across Connecticut** supporting 120 FTE jobs with \$21 million in total employee compensation. Of this impact, \$47 million is estimated to have occurred within the Norwalk economy.

At the same time, the construction activity associated with the WALK Bridge also represents a disruption to the facility, operations, and long-term planning options of the Aquarium. Challenges during the construction period include the loss of functional assets and facilities not addressed by funding already received, as well as impaired access to the facility and disruption of traffic in the vicinity, which may result in decreased visitation to the Aquarium during this time. Longer-term, the project imposes several opportunity costs on the Aquarium, including (1) the need to dedicate additional fundraising to functional replacement rather than enhancement of new assets; and (2) constraints on opportunities for facility expansion given the current construction footprint.

Social Benefits from Education, Research and Conservation

The Aquarium's mission includes a commitment to marine science research, conservation, and education. The range of programming undertaken by the Aquarium in these areas, often through grant funding attracted by the institution, has localized benefits to the economy and community as well broad ranging social benefits over the longer term.

Educational programs in partnership with Norwalk Public Schools and other nearby school districts expand the opportunities for students and represent a tangible value to the districts by providing instructional programming. The Aquarium's research and conservation efforts benefit Long Island Sound and its biodiversity, while advancing marine science research more broadly. Current focus programs include climate and salt marsh restoration research, water testing and pathogen monitoring, cleanup efforts to improve the health of Long Island Sound, and community science projects. These initiatives help contribute to healthier and more resilient marine ecosystems in Long Island Sound and beyond, and they deliver economic benefits in areas like marine biodiversity, commercial fishing, and tourism.

Table of Contents

1.	Report Background	7
1.1.	About The Maritime Aquarium at Norwalk	7
1.2.	Anchor Institutions and the Halo Effect.....	8
1.3.	Organization of Report.....	9
2.	Annual Impact from Institutional Expenditures.....	11
2.1.	Direct Activity.....	11
2.2.	Economic Impact from Organizational Expenditures	12
3.	Annual Impact from Ancillary Spending	14
3.1.	Aquarium Attendance	14
3.2.	Ancillary Spending by Visitors	16
3.3.	Economic Impact from Ancillary Spending	18
4.	One-Time Economic Impacts from WALK Bridge Construction Activity	19
4.1.	About the WALK Bridge Project	19
4.2.	WALK Bridge-Related Capital Investments at The Maritime Aquarium	20
4.3.	Operational and Facility Challenges from WALK Bridge Construction	21
4.4.	Economic Impact from WALK Bridge-Related Capital Investments	23
5.	Social Benefits from Education, Research and Conservation	24
5.1.	School Programming.....	24
5.2.	Conservation Efforts	25
5.3.	Economic Impacts from Education and Conservation Grants	29
6.	Aggregate Economic and Fiscal Impact.....	31
6.1.	Aggregate Annual Economic Impact.....	31
6.2.	Benefits from Education, Research and Conservation	34
	Appendix A – Modeling Direct Activity	35
	A.1. Direct Outputs for Ancillary Visitor Spending.....	35
	Appendix B –Economic and Fiscal Impact Modeling	38
	B.1. Input-Output Model Theory	38
	B.2. Input-Output Model Mechanics	39
	B.3. Employment and Wages Supported	40
	B.4. Tax Revenue Impact.....	40

1. Report Background

The Maritime Aquarium at Norwalk is an economic, cultural, and educational anchor located in the South Norwalk business district in Norwalk, Connecticut. The Aquarium showcases the Long Island Sound ecosystem through its living exhibits and undertakes research, conservation, and education programs. The Aquarium is a community resource and visitor draw that has served as a crucial part of the long-term revitalization strategy for South Norwalk. The Aquarium draws visitors and economic activity into Norwalk, supporting employment and spending at other establishments in the area.

This report quantifies the economic benefits of the Aquarium at the city, county, and state levels. Impact categories include Aquarium operations, capital investments associated with new and expanded infrastructure, visitor spending attracted to the area, and community and social benefit from educational programming, environmental research, and conservation initiatives.

1.1. About The Maritime Aquarium at Norwalk

The Maritime Aquarium at Norwalk (“Maritime Aquarium”) is the only Aquarium focused on Long Island Sound. The Aquarium is located on the west bank of Norwalk River near to where the river feeds into Norwalk Harbor and the Sound.

The Aquarium draws hundreds of thousands of visitors per year through the strength of its collection and visitor experience. Marquee exhibits include habitats for sharks, sea turtles and jellyfish, interactive experiences with animals, and educational and discovery spaces for children. New features include an expanded seal habitat, a larger meerkat exhibit, and a touch tank featuring Atlantic sturgeon. The Aquarium also supports an active collaborative research and conservation program on species and natural systems related to its collections and is a regional forum for the dissemination of information related to Long Island Sound and the ocean.

Mission Statement: The Maritime Aquarium at Norwalk inspires people of all ages to appreciate and protect the Long Island Sound ecosystem and the global environment through living exhibits, marine science, and environmental education.

The Maritime Aquarium at Norwalk is a not-for-profit 501(c)3 organization that operates, manages, and programs the facility. The Aquarium and its campus are owned by the City of Norwalk, through the Norwalk Redevelopment Agency.

The Aquarium was constructed as part of the South Norwalk Revitalization Project and opened to the public in July 1988 as The Norwalk Maritime Center. The Aquarium wing is housed in a former factory, symbolic of the revitalization of the former industrial area. In addition to its live animal collection, the facility originally included an IMAX theater and a maritime boat collection.

The facility was renamed The Maritime Aquarium at Norwalk in 1996 and has undergone expansion and additions over time. Notable projects include the addition of the Environmental Education Center in 2001, the FINTastic RefurbFISHment of the exhibits in 2012, and the 2021 opening of a new 4D theater and expanded seal habitat as part of the changes necessitated by the adjacent WALK Bridge

construction project (see Section 4). Collectively, these additions have expanded the Aquarium's exhibits, educational programming, and research and conservation capabilities, and with it the visitation and footprint of activity that it attracts.

1.2. Anchor Institutions and the Halo Effect

Anchor institutions that attract external visitors play a crucial role in urban redevelopment efforts like the revitalization of South Norwalk. Previously a blighted industrial area, the area has been rebranded over time as "SoNo" and has developed the entertainment, shopping, and food options characteristic of a successful urban downtown. The success of the area has helped to attract new residential demand and investment, supporting population growth in Norwalk in recent decades. As an early anchor of this revitalization, the Aquarium has been a contributor to the success of the area and to the broader Norwalk community in a number of ways.

The Aquarium brings hundreds of thousands of visitors annually to South Norwalk. These visitors become potential customers for other businesses in the area, helping to support nearby businesses on commercial centers like Washington Street and The SoNo Collection shopping mall. Beyond the spending power they bring, the extra base of family activity helps contribute to a safe and welcoming environment and density of activity that helps urban corridors thrive.

The Aquarium also represents a positive amenity for the neighborhood and broader Norwalk community. Through the recreational and educational experiences it offers, including its partnership with Norwalk Public Schools, the Aquarium is an attractive feature for residents of Norwalk, and families in particular. Through public and educational cruises on its vessel, The Maritime Aquarium provides access to the harbor for students and families, which may be inaccessible otherwise. This is beneficial to the community, from an educational and equity point of view.

Another feature of an anchor institution is the role it can play in raising awareness and shaping the image of community in ways that contribute to business and resident attraction. Many residents of the Southern Connecticut and Long Island area may have visited the Aquarium in their youth or may have familiarity with it as a well-known regional attraction. This association can serve as an entry point for their familiarity with Norwalk as a destination to visit, and potentially to live and work in. While a cultural attraction cannot be expected to 'close the sale' itself for resident and business attraction, positive associations can provide a 'halo effect' that helps increase awareness and perception of the community.

1.3. Organization of Report

This report reviews the economic benefits provided by The Maritime Aquarium for the City of Norwalk, Fairfield County, and the State of Connecticut. Benefits are described and quantified across a number of dimensions:

- The Aquarium is an economic driver through its operating expenditures and employment footprint in Norwalk. [Section 2: Annual Impact from Institutional Expenditures](#) details the economic activity and jobs directly and indirectly supported by its operating expenditures.
- Visitors to the Aquarium are a source of demand for local hospitality, food, and retail businesses beyond the Aquarium itself. [Section 3: Annual Impact from Ancillary Spending](#) estimates the economic impact from this additional local spending attributable to the presence of the Aquarium.
- Periodically, the Aquarium undertakes major capital projects to improve its infrastructure, generating significant construction activity and jobs for the project duration. [Section 4: One-Time Economic Impacts from WALK Bridge Construction Activity](#) reviews the economic impacts, as well as some of the operational and facility challenges, from capital investments at the Aquarium to accommodate the broader Walk Bridge project over the Norwalk River.
- The Aquarium is also a leader in educational programming for Norwalk and surrounding school districts, and a center for marine research. [Section 5: Social Benefits from Education, Research and Conservation](#) describes these programmatic efforts and their social benefits both locally and on a broader scale.
- Together, the Aquarium generates significant economic and social benefits for the City of Norwalk and State of Connecticut. [Section 6: Aggregate Economic and Fiscal Impacts](#) sums these impacts.

Economic Impact Methodology

Within this report, Econsult Solution, Inc. (ESI) employs industry-standard economic modeling techniques to translate direct economic activity generated by The Maritime Aquarium into total economic impact within the City of Norwalk, Fairfield County, and the State of Connecticut.

Data inputs on institutional activity are largely provided by The Maritime Aquarium and are verified and supplemented by other third-party data sources and assumptions, as needed. Where appropriate, data is averaged or annualized to represent the activity level associated with a typical year of activity at the Aquarium's current level.

Economic impact estimates of institutional spending, ancillary spending and capital projects are generated by utilizing input-output models to translate an initial amount of direct economic activity into the total amount of activity that it supports. This total impact includes multiple waves of spillover impacts from initial expenditures. These economic impacts are modeled using IMPLAN, an industry standard input-output model software program. Such models are designed to estimate two sets of spillover impacts from organizational expenditures:

- The **indirect effect**, which measures the multiplier effect from the purchase of goods and services from local vendors (i.e., supply chain impacts); and
- The **induced effect**, which measures the multiplier effect from the spending of labor income by employees within a geography (i.e., labor income impacts).

The total economic impact for each category is the sum of the direct economic footprint (organizational spending, visitor spending, or capital investment), plus the indirect and induced effects generated by that direct footprint (see Figure 1.1). Throughout this analysis, economic impacts are estimated for the City of Norwalk, Fairfield County, and the State of Connecticut.

For the period from 2019-2022, visitor spending patterns were significantly influenced by the events of the COVID-19 global pandemic, which had differential effects on both consumer behavior and inflation rates by sector. To account for these effects, annualized estimates are derived from data reported for FY2022, rather than over a multi-year period. It is possible that activity for this period (covering July 2021 – June 2022) remained below typical annual levels, and that future impacts will exceed the point in time estimates reflected in this report. Where applicable, additional years of data are shown to illustrate broader activity patterns.

The economic impacts estimated using IMPLAN are translated to fiscal impacts for the State of Connecticut using a custom fiscal model, which establishes the relationship between economic activity and tax revenue collections (i.e., effective tax rates).

2. Annual Impact from Institutional Expenditures

Each year, The Maritime Aquarium expends millions of dollars to support its staff, its regular operations and routine maintenance on its facility. These ongoing operating expenditures are supplemented periodically by larger capital investments (discussed in Section 4), and by grants that support education, research, and conservation programs (discussed in Section 5).

Institutional spending on operations includes employee costs, and the procurement of goods and services. This spending circulates through the economy, creating downstream effects at the local, regional, and state level. To estimate the extent of these spillover effects, the institutional expenditures from Fiscal Year 2022 were analyzed and modeled in their relevant industries.

2.1. Direct Activity

The Maritime Aquarium is open year-round to visitors providing exhibits, educational workshops/programs, animal feedings and training sessions, and other events. Throughout the year, it also features several special exhibits, generating additional visitation and additional revenue for the institution. As an anchor institution in Norwalk, The Maritime Aquarium's direct operating activity has a significant impact on the local economy. The Aquarium serves as an amenity to Norwalk, which was recently named as the best place to live in Connecticut, as well as 29th in the nation among family friendly cities.¹

Additionally, external funding sources such as public and private donations and grant funding, which comprises roughly 30 percent of the Aquarium's budget, can provide an infusion of funds from outside the immediate area which are then used to support programming and ultimately employment and activity in Norwalk. These monies effectively represent "net new" dollars drawn into the area by The Maritime Aquarium, contributing to local growth and economic opportunity.

In FY2022, The Maritime Aquarium had \$13.6 million in total operations expenditures. Of this total, approximately \$7.0 million was dedicated to wages and benefits for the Aquarium's workforce each year. The remaining \$6.6 million was dedicated to other operating costs, including the procurement of goods and services (see Figure 2.1).²

Figure 2.1: The Maritime Aquarium Annual Operations, FY2022

Operations (\$M)	FY2022
Salaries & Benefits	\$7.0
Other Operating Costs	\$6.6
Total	\$13.6

Source: The Maritime Aquarium (2023)

¹ Livability, Top 100 Best Places to Live in the US

² Due to rounding, tables throughout this report may not sum to total.

In addition to the overall expenditures associated with operations, the Aquarium invests funds into maintenance and renovations each year to improve guest experience and make improvements to its facilities.

Over the past decade, expenditures associated with maintenance and renovations of the Aquarium averaged approximately \$1.7 million annually. Due to the variability of each year's expenditures on maintenance and renovation, this average is used in modeling. Together, the Aquarium spends roughly \$15.3 million annually within the local and state economies.

Figure 2.2: The Maritime Aquarium Annual Operations, Maintenance, and Renovation Expenditures

Expenditures (\$M)	Annual
Operations	\$13.6
Maintenance and Renovations	\$1.7
Total Modelable Expenditures	\$15.3

Source: The Maritime Aquarium (2023)

From hard costs such as labor and equipment to soft costs such as architectural, engineering, and other professional services, the investments undertaken by the Aquarium reach various industries within the regional economy.

2.2. Economic Impact from Organizational Expenditures

Organizational expenditures on operations, maintenance, and renovations generate “spillover” effects in both the local and state economies, stimulating business activity and supporting increased employment across a variety of sectors. The Aquarium’s total economic impact is the sum of its organizational expenditures, the indirect impacts resulting from the Aquarium’s spending on goods and services with vendors, and the induced impacts resulting from the Aquarium employees spending their wages locally.³ Spillover impacts expand with each successively larger geography, as leakage of downstream activity is lesser within a broader economic area.

Organizational expenditures on operations and maintenance by The Maritime Aquarium in FY2022 led to a total economic impact of \$18 million, supporting 130 direct, indirect, and induced jobs (FTE) with \$8 million in annual employee compensation within the City of Norwalk.

Within Fairfield County, organizational operating and capital expenditures generated \$29 million in total output, supporting 170 jobs (FTE) with \$11 million in annual employee compensation.

³ See Appendix A for a detailed description of the economic modeling approach in this analysis, which uses IMPLAN modeling software.

Statewide, the Aquarium's annual operating and capital expenditures generated \$30 million in total output, supporting 180 jobs (FTE) with \$12 million in annual employee compensation (see Figure 2.3).⁴

Figure 2.3: Economic Impact from FY2022 Maritime Aquarium Organizational Expenditures

Impact Type	City of Norwalk	Fairfield County	Connecticut
Direct Output (\$M)	\$15.3	\$15.3	\$15.3
Indirect & Induced Output (\$M)	\$2.4	\$13.7	\$14.9
Total Impact (\$M)	\$17.7	\$29.0	\$30.2
Employment Supported (FTE)	130	170	180
Employee Compensation (\$M)	\$8.0	\$11.1	\$11.5

Source: IMPLAN (2021)

Fiscal Impact from Organizational Expenditures

The economic activity generated by the Aquarium and its expenditures also enhance the tax base, generating government revenue. The Aquarium is a not-for-profit institution, and thus exempt from certain taxes, and its facility and property are city owned. However, employee earnings supported directly and indirectly by the Aquarium are tax generating, as are activity of many of the private sector vendors in its supply chain.

It is estimated that the Aquarium's organizational expenditures generated \$667,000 in state tax revenue in FY2022 (see Figure 2.4).

Figure 2.4: State Tax Revenue Impact from FY2022 Maritime Aquarium Organizational Expenditures

Tax Type	State of Connecticut
Income	\$485,000
Sales	\$141,000
Business	\$41,000
Total Tax Impact	\$667,000

Source: IMPLAN (2021), ESI (2023)

⁴ Direct employment counts include full-time, part-time, and seasonal employees. These counts were converted into full-time equivalent (FTE) employees before modeling, so that modeling results would be stated in terms of FTEs supported.

3. Annual Impact from Ancillary Spending

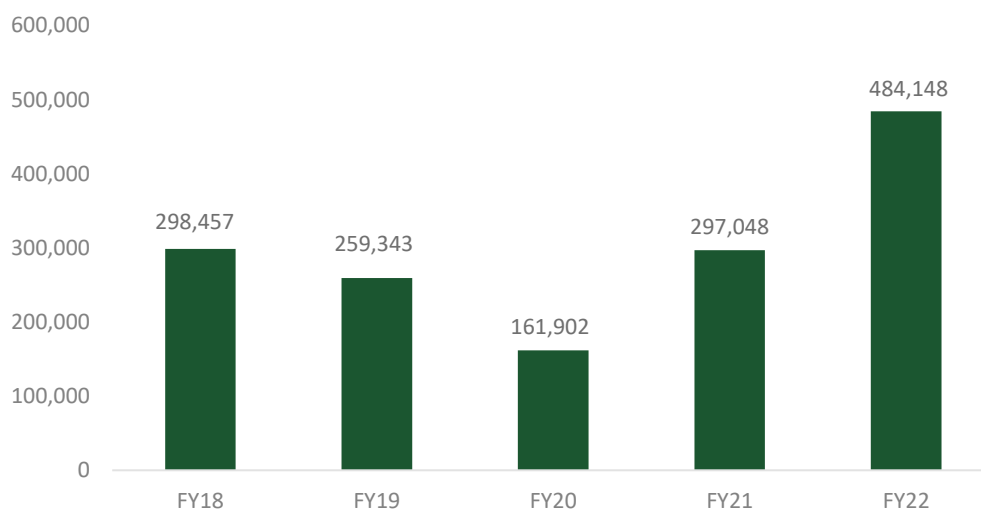
The Maritime Aquarium at Norwalk attracts visitors from the region and beyond into the City of Norwalk. In addition to their spending within the Aquarium (which is accounted for in the organizational analysis in Section 2), these visitors often spend at other local businesses as part of their trip, such as restaurants, shops, and hotels. This “ancillary spending” by Aquarium visitors is an additional source of economic impact from the Aquarium on the local and state economy.

3.1. Aquarium Attendance

From FY2018 through FY2022, the Aquarium attracted over 1.5 million visitors. As depicted in Figure 3.1 below, visitation experienced a significant drop between FY2019 and FY2020 due to temporary closures and required capacity restrictions stemming from the COVID-19 pandemic. As restrictions eased, the Aquarium maintained a number of protocols including masking, social distancing, timed ticketing, partitions and adjustment to exhibits to enhance the safety of the Aquarium guests, staff, and the living collection.⁵

In FY2021, visitation rebounded to pre-pandemic levels, with visitation levels nearly identical to those in FY2018. In FY2022, the Aquarium welcomed nearly half a million visitors, an impressive increase of 63 percent from FY2021, and well above pre-pandemic levels from FY2018 and FY2019 (see Figure 3.1).

Figure 3.1: Maritime Aquarium Ticketed Attendance, FY2018-FY2022



Source: The Maritime Aquarium (2023)

⁵ See: [As Capacity Limits Are Lifted, Aquarium is Ready to Welcome More Guests](#), March 2021

As part of its ticketing process, the Aquarium collects zip code information from visitors when available / possible.⁶ Data from this process demonstrates that the Aquarium visitors bring significant new spending power into Norwalk and Connecticut.

Visitors came to The Maritime Aquarium from all 50 states and the District of Columbia over the 2018-2022 period.

- Out-of-state visitors represented 36 percent of attendees, with around 30 percent of attendees coming from New York state.
- In-state visitors represented 64 percent of the ticketed attendance.

Figure 3.2 below shows the towns and cities providing the largest share of visitors to the Aquarium, based on the addresses associated with ticket purchases from FY2018 – FY2022. Top visitor origins include several Connecticut communities, as well as suburban and urban locations in New York state.

Figure 3.2: Share of Visitors to The Maritime Aquarium by Cities, FY2018-FY2022

Rank	City	Proportion of Visitors	Rank	City	Proportion of Visitors
1	Norwalk, CT	11.4%	11	New York, NY	1.5%
2	Stamford, CT	6.3%	12	White Plains, NY	1.3%
3	Darien, CT	3.9%	13	Trumbull, CT	1.3%
4	Fairfield, CT	3.5%	14	Danbury, CT	1.3%
5	Westport, CT	3.4%	15	Ridgefield, CT	1.2%
6	Bronx, NY	2.5%	16	Yonkers, NY	1.2%
7	New Canaan, CT	2.4%	17	New Haven, CT	1.2%
8	Wilton, CT	2.4%	18	Stratford, CT	1.1%
9	Greenwich, CT	2.2%	19	Milford, CT	1.1%
10	Bridgeport, CT	2.2%	20	New Rochelle, NY	1.1%

Source: The Maritime Aquarium (2023), ESI (2023)

⁶ Zip code information was not available for all visitors and therefore a total summary of visitor origins is unknown. Maps represent shares and total numbers of visitors based on known locations.

3.2. Ancillary Spending by Visitors

Visitors to the Aquarium are also by definition visitors to Norwalk. Many travelers do not limit themselves to a single activity on a trip – they also look for places to eat, shop, and be entertained. Visitors from a sufficient distance may also choose to stay overnight, extending their trip further.

This additional spending power brought to the area benefits local businesses and the Norwalk economy. The proximity of the Aquarium and the visitors that it attracts helps to drive demand to South Norwalk's major commercial areas, Washington Street and The SoNo Collection mall, and the retail, food, and entertainment options they include. Visitor spending helps to sustain these businesses, creating local jobs and supporting an amenity that impacts the quality of life for Norwalk residents.

To estimate the level of ancillary spending at Norwalk business supported by Aquarium visitors, attendees are divided into three categories based on geographic analysis of ticket data, and expenditure profiles are developed for each visitor type based on a mix of industry data sources (see Figure 3.3).⁷

- Attendees from within the city of Norwalk are defined as **Local**. Ancillary spending by these visitors associated with their trip to the Aquarium is conservatively excluded, because these outlays are not “net new” to the local economy.
- Attendees from within 50 miles and within the State of Connecticut are defined as **Regional**. It is assumed that these visitors do not stay overnight in Norwalk and therefore do not have spending on lodging, but may have ancillary spending on food & beverage, retail, and transportation. Spending in these categories is estimated at 75% of the out of region visitor profile, based on federal per diem guidance for day trip travelers.⁸
- Attendees from beyond 50 miles or from outside of the State of Connecticut are considered **Out of Region**. These visitors bring net new dollars into the local and state economy, and a portion of them stay overnight. The expenditure profile for these visitors is based on estimated per visitor per day spending published by the Connecticut tourism office.⁹

Ancillary spending represents the expenditures of visitors elsewhere in the local economy, since revenue captured by the Aquarium is already reflected in the institutional expenditures (modeled in Section 2). Expenditures on “recreation” are therefore excluded from the visitor spending analysis to prevent double counting.

⁷ Appendix A details the data sources, assumptions, and calculations within this methodology.

⁸ U.S. General Services Administration [Per-Diem Guidelines](#)

⁹ [Economic Impact of Visitors in Connecticut 2021](#), Tourism Economics, December 2022. Note that the use of a per day spending profile in effect attributes only a single day of spending to the Aquarium in the case where a visitor makes a multi-day trip to the area.

Figure 3.3: Est. Net New Ancillary Visitor Expenditures by Visitor Type (in \$2022)

Expenditure Type	Local (Norwalk)	Regional (CT <50 Miles)	Out of Region
Lodging	N/A	N/A	\$29
Food & Beverage	N/A	\$28	\$38
Retail Purchases	N/A	\$17	\$22
Local Transportation	N/A	\$15	\$15
Daily Spend	N/A	\$60	\$104
Est. Attendees FY2022	45,600	248,500	190,100

Source: ESI (2023), Tourism Economics (2022), The Maritime Aquarium (2023)

Based on the distribution of visitors and estimated spending types described above, it is estimated that the Aquarium visitors in FY2022 brought \$34.8 million in ancillary spending into the local economy. Of those expenditures, the amount available to circulate through the local economy after accounting for the “non-modeled amount” on consumer goods is estimated to be \$30.9 million (see Figure 3.4).¹⁰

Figure 3.4: Net New Ancillary Visitor Spending Attributable to The Maritime Aquarium, FY2022

Expenditure (\$M)	FY2022
Lodging	\$5.4
Food & Beverage	\$14.2
Retail	\$8.4
Local Transportation	\$6.8
Total	\$34.8
<i>Non-modeled amount</i>	<i>(\$3.8)</i>
Total Modeled	\$30.9

Source: The Maritime Aquarium (2023), ESI (2023) Totals may not sum due to rounding

¹⁰ In cases where retailers purchase items for distribution from wholesalers outside of the region, there is a difference between the price paid by consumers and economic value that circulates through the local economy. ESI’s conservative economic modeling discounts these purchases to include only the portion of these purchases that accrues and circulates locally.

3.3. Economic Impact from Ancillary Spending

Direct visitor expenditures in these visitor-serving sectors yield indirect and induced impacts throughout a variety of sectors as dollars are circulated through the local economy. Importantly, most visitor dollars originate outside of the area, meaning that this activity serves as a form of export for the local economy.

Ancillary spending by Maritime Aquarium visitors in FY2022 led to a total economic impact of \$34.9 million, supporting 340 direct, indirect, and induced jobs (FTE) with \$12.3 million in annual employee compensation within the City of Norwalk.

Within Fairfield County, this ancillary spending generated \$51.1 million in total output, supporting 400 jobs (FTE) with \$17.3 million in annual employee compensation.

Statewide, this ancillary spending generated \$53.1 million in total output, supporting 410 jobs (FTE) with \$17.9 million in annual employee compensation (see Figure 3.5).

Figure 3.5: Economic Impact from Ancillary Visitor Spending, FY2022

Impact Type	City of Norwalk	Fairfield County	Connecticut
Direct Output (\$M)	\$30.9	\$30.9	\$30.9
Indirect & Induced Output (\$M)	\$4.0	\$20.2	\$22.1
Total Impact (\$M)	\$34.9	\$51.1	\$53.1
Employment Supported (FTE)	340	400	410
Earnings (\$M)	\$12.3	\$17.3	\$17.9

Source: IMPLAN (2021)

Fiscal Impact from Ancillary Spending

Spending activity outside of the Aquarium by its visitors occurs largely within the private economy and is tax revenue generating. Direct expenditures by visitors generate sales tax and support personal and corporate income tax bases. These are supplemented by tax revenue generated by downstream activity from the supply chains of visitor serving businesses, and as employees recirculate their earnings in the state economy in the form of household spending.

It is estimated that the ancillary spending attributable to The Maritime Aquarium in FY2022 generated approximately \$4.1 million in tax revenue for the State of Connecticut (see Figure 3.6).

Figure 3.6: State Tax Revenue Impact from FY2022 Ancillary Visitor Spending

Tax Type	State of Connecticut
Income	\$754,000
Business	\$3,162,000
Sales	\$157,000
Total Tax Impact	\$4,073,000

Source: IMPLAN (2021), ESI (2023)

4. One-Time Economic Impacts from WALK Bridge Construction Activity

In addition to routine maintenance on its facility that occurs annually, large-scale capital investments have been made for the construction and enhancement of the aquarium facility. These projects may be funded by a capital campaign, government revenue source, or a combination of sources depending on the circumstances. While irregular in timing, when they occur these major capital investments create material levels of economic activity and employment in the local area during the project duration.

Recent capital activity at the Aquarium has been associated with a large transportation infrastructure project occurring in the vicinity of the facility: the replacement of the 130-year-old “WALK Bridge” over the Norwalk River by the Connecticut Department of Transportation. Due to its location and scale, this construction project has significant implications for the Aquarium facility and its operations. To mitigate some of these impacts, the State of Connecticut and City of Norwalk reached an agreement in which \$40 million was allocated to capital projects at the Aquarium to offset some of the components of the facility that are compromised by the construction project. This capital activity, supplemented by existing and future capital investments by the Aquarium in WALK Bridge-related projects, creates a one-time impact in the local and state economy. This chapter quantifies these impacts, and reviews some of the challenges associated with the WALK Bridge project for the Aquarium facility and its operations.

4.1. About the WALK Bridge Project

The WALK Bridge is a four-track railroad crossing the Norwalk River, connecting South and East Norwalk. The existing swing bridge, built in the 1890s, is part of Metro-North Railroad's (MNR) New Haven Line and Amtrak's Northeast corridor, the busiest rail corridor in the nation. The aging bridge has begun to fail in recent years, and its replacement is a priority infrastructure project for the Connecticut Department of Transportation.

The WALK Bridge program comprises several inter-related rail and infrastructure projects in Norwalk centered around the replacement of the bridge. These include track and catenary improvements, upgrades to the East Norwalk Train Station, replacement of local railroad bridges and roadway and utility improvements in East Norwalk.

The Maritime Aquarium sits on the western edge of the Norwalk River traversed by the WALK Bridge. The bridge bisects the Aquarium property on the western bank, with the main facility located to the north and the Aquarium dock located to the south. The 1988 IMAX theater, recently demolished, was within the construction footprint of the project. Other Aquarium components, including its signature indoor-outdoor seal habitat as well as a tent space that previously housed a meerkat exhibit, African animal exhibit, and “Go Fish” exhibit on Long Island Sound, the Aquarium's bus access loop, and the Aquarium's dock, have also been or will be, compromised by the construction footprint.

In recognition of the complications for the Aquarium and its operations presented by the project, the State of Connecticut, the City of Norwalk, and the Aquarium reached an agreement providing for the functional replacement of several of the Aquarium's some assets lost due to the construction. This

agreement resulted in state and federal funding in the amount of \$40 million to support the expansion and enclosure of the seal habitat, relocation and expansion of the meerkat exhibit, and construction of a new 4D theater. Further funding for these projects had been contributed by the Aquarium. The Aquarium will also be undertaking additional fundraising in the future to restore other functional assets disrupted by the WALK Bridge construction project and not covered via the allocated replacement funding.

4.2. WALK Bridge-Related Capital Investments at The Maritime Aquarium

As a result of the WALK Bridge construction project and City and State agreement described above, three major capital projects have recently been undertaken at the Aquarium:

- The seal habitat was expanded and enhanced and was fully enclosed to minimize disruption and ensure the safety of animals and guests from the nearby construction activity.
- The meerkat exhibit was moved from the tent area and occupies an expanded space on the Aquarium's second floor.
- The IMAX theater located south of the bridge has been demolished to provide sufficient clearance for construction activity and was replaced with a new 4D theater experience in a different location.

The combined expenses for the expansion and enclosure of the seal habitat, relocation and expansion of the meerkat exhibit, and construction of a new 4D theater amount to a total of \$41.7 million over a three-year construction period (see Figure 4.1). These investments were made with \$40 million in state funds pursuant to the city / state agreement, and \$1.7 million Aquarium capital funds, and were utilized for a mix of "hard" (construction) and "soft" (planning, design, permitting, etc.) costs across the projects.

Figure 4.1: WALK-Bridge Associated Capital Investments at The Maritime Aquarium (\$M)

Project Category	Capital Expenditures (\$M)
Theater Construction	\$13.6
Seal and Meerkat Exhibit Construction	\$16.1
Subtotal - Hard Costs	\$29.7
Subtotal - Soft Costs	\$12.0
Total Expenditures	\$41.7

Source: Maritime Aquarium (2023), ESI (2023)

Direct construction activity associated with these projects employs construction workers and professional service providers for the duration of the project period. Those workers in turn will spend a portion of their salaries and wages within the local and state economies. This construction activity will also catalyze the procurement of a wide range of goods and services, translating into new economic opportunities for local and state vendors.

The circumstances of the WALK Bridge project and associated Aquarium investments are unique, and this economic activity is best understood as a one-time economic event rather than a recurring annual impact. However, prior large-scale investments in the development and enhancement of the Aquarium facility have also had significant economic effects. The first of these investments was the construction of the facility and the IMAX theater, which opened in 1988. This was followed by a \$9.5 million investment in the Environmental Education Center, an expansion project completed in 2001, and a \$4.5 million investment in the FINTastic RefurbFISHment project to revitalize exhibits, completed in 2012. These investments and others bring corporate, private, and government contributions to enhance the Aquarium facility, and create construction activity and jobs in Norwalk.

4.3. Operational and Facility Challenges from WALK Bridge Construction

While the associated infrastructure investment generates local economic activity and employment, the construction of the WALK Bridge also represents a disruption to the Aquarium facility and its environs.

The construction activity surrounding the WALK Bridge project has had significant impacts on the operations of The Aquarium, including:

- The loss of functional assets and facilities, including several exhibits and the use of the main entrance, has disrupted the immersive experience that visitors enjoy.
- Impaired the accessibility of key Aquarium facilities, such as the outdoor pavilion, bus circle, and dock, which are vital for accommodating visitors efficiently and allowing them to fully access the Aquarium's assets.

These disruptions to the facility and its operations, as well as expected disruptions and interruptions to traffic flow and road access near the construction zone, may result in decreased visitation to the Aquarium during the course of the construction period.

The WALK Bridge project has also had impacts on the long-term planning and fundraising path for the Aquarium:

- Fundraising for functional replacement represents an opportunity cost for funds that could have otherwise been utilized for enhancements to the Aquarium facility.
- Constraints on the ability to plan and construct expansions pending the completion of the WALK Bridge project also constitute a long-term opportunity cost.

These impacts are discussed in more detail below.

Visitor Experience and Access

The scale of the WALK Bridge project necessitates the staging of construction equipment along the shore of the Norwalk River in proximity to the Aquarium campus. This creates an incursion on some of the physical space previously occupied by the Aquarium, including its tent space, dock, former IMAX theater and bus loop. While some programming aspects have been relocated through the capital projects funded by the city-state agreement and projects discussed above, others remain to be addressed, reducing the programming and exhibits at the Aquarium.

The adjacent construction also creates a disamenity for visitors due to the noise, air particulates and other disruptions created by the construction process. Among these are congestion created by road or lane closures which will make the Aquarium more difficult or time-consuming for visitors to access. The construction period and these associated disruptions are anticipated to last for several years.

The negative effects on Aquarium access and the visitor experience at the attraction are likely to reduce Aquarium attendance levels in the coming years relative to what could have been achieved absent this construction disruption.¹¹ This in turn could reduce economic activity levels in the categories described in this report. At particular risk is the ancillary spending category and the economic benefits for nearby business, which is proportional to the number of visitors attracted and the ease with which they can access other locations outside of the Aquarium on their visit to Norwalk.

Opportunity Cost of Fundraising and Capital Planning

The Aquarium periodically undertakes fundraising campaigns in which it seeks private and philanthropic donations and public funding sources to support capital investments at the facility. Past campaigns have been oriented to raising funds for projects that enhance or expand the Aquarium infrastructure. Under the current circumstances, near-term fundraising efforts contemplated by the Aquarium will be oriented towards raising funds to restore programmatic and facility elements disrupted by the WALK Bridge construction. While these restoration projects will generate economic activity and employment when they are undertaken, the use of these funds for restoration represents an opportunity cost relative to utilizing newly raised funds for the enhancement or expansion of the facility.

The space needed for the siting of the WALK Bridge construction also creates constraints on the planning and development options for the Aquarium. For example, prior Aquarium master planning efforts envisioned the construction of an annex in an area now occupied by construction activity. While this enhancement may still be possible in the future, the delay in potential advancement of this or other capital planning projects during the duration of the construction period represents another form of opportunity cost for the Aquarium associated with the WALK Bridge project.

¹¹ See: Yavuz, Attanyake, Aktan 2017, "Economic Impact on Surrounding Businesses due to Bridge Construction" for a review of case studies illustrating the economic impacts from construction disruption on surrounding businesses.

4.4. Economic Impact from WALK Bridge-Related Capital Investments

The construction activity associated with the \$41.7 million invested to date in WALK Bridge-related capital projects at the Aquarium generates significant direct and spillover impacts for the construction industry and more broadly the local, regional, and state economy.

Capital expenditures associated with the Aquarium’s WALK Bridge related projects are estimated to generate a one-time total economic impact of \$47 million, supporting 80 direct, indirect, and induced jobs annually (FTE¹²) with \$13 million in total employee compensation within the City of Norwalk.

Within Fairfield County, these projects generate \$67 million in total output, supporting 110 FTE jobs annually with \$20 million in total employee compensation.

Statewide, these projects generate \$70 million in total output, supporting 120 FTE jobs annually with \$21 million in total employee compensation (see Figure 4.2).

Figure 4.2: One-Time Economic Impacts from WALK Bridge Related Capital Investments¹³

Impact Type	City of Norwalk	Fairfield County	Connecticut
Direct Output (\$M)	\$41.7	\$41.7	\$41.7
Indirect & Induced Output (\$M)	\$4.7	\$25.5	\$28.0
Total Impact (\$M)	\$46.5	\$67.2	\$69.8
Employment Supported (FTE)	80	110	120
Employee Compensation (\$M)	\$13.3	\$20.0	\$20.8

Source: IMPLAN (2021), ESI (2023)

Fiscal Impact from WALK Bridge-Related Capital Investments

This direct and spillover economic activity also supports the state’s tax base. Over the course of the construction period, it is estimated that \$1.36 million in tax revenue has been generated directly and indirectly for the State of Connecticut (see Figure 4.3).

Figure 4.3: One-Time State Tax Revenue Impact from WALK Bridge Related Capital Investments

Tax Type	State of Connecticut
Income	\$875,000
Sales	\$285,000
Business	\$197,000
Total Tax Impact	\$1,357,000

Source: IMPLAN (2021), ESI (2023)

¹² IMPLAN generates job estimates based on the term “job-years”, or how many jobs will be supported each year. For instance, if a construction project takes two years, and IMPLAN estimates there are 100 employees, or more correctly “job-years” supported, over two years, that represents 50 annual jobs.

¹³ The values cover a construction period of three years.

5. Social Benefits from Education, Research and Conservation

A key part of the Aquarium's mission is its commitment to marine science research, conservation, and education programming. The research and conservation projects by the Aquarium result in positive impacts on the surrounding environment and on the body of scientific knowledge (with local and global implications). Educational programming generally focuses on Science, Technology, Engineering and Mathematics (STEM) curricula and lessons, and supplements formal educational experiences of students from pre-K to 12 in a way that supports their core STEM lessons, introduces them to marine life and the natural world, and inspires them with new experiences. These educational partnerships also provide tangible benefits to partnering school districts through programming accessible to their students.

5.1. School Programming

The Aquarium has a range of educational programming intended for and attended by students. These include programmatic partnerships with nearby school districts, both on and offsite, and online. They also include recreation learning opportunities for the Aquarium's regular admissions guests, many of whom are children, and extensions like overnight visits and birthday parties. In 2016, the Aquarium co-founded one the largest and highest performing preschools in Norwalk.

Interpretive programs and demonstrations for children in the facility are offered and programs are a wide variety for all age groups. "Meet the Animals" is up close meeting and interaction with live animals catered for Pre-K to the 2nd Grade. On the other hand, "Behavioral husbandry lab" is a program that teaches the fundamentals of studying animal behavior to high school students. The school programming uses a hands-on approach to learning, such as the "Coasts that Shift Change" program, which uses interactive materials to learn ways of making coasts more resilient. During the pandemic, the Aquarium's wide-ranging virtual programs were provided free of charge to Norwalk schools and reached more than 38,000 students and their families worldwide.

The Aquarium's summer program integrates science with art and literature to deepen children's understanding of animals and the environment. Campers explore various aspects of maritime life through interactions and educational courses. For the past three years, the Aquarium has collaborated with Norwalk Public Schools in transforming summer school for the district's lowest-performing students into an innovative and engaging program that students are excited to attend. In addition to the summer programs, the Aquarium has dedicated staff that run the instructional and practical Community Science Programs. The Community Science Programs range from city wide challenges to ecosystem monitoring. The City Nature Challenge is an international effort for people to find and document plants and wildlife in cities across the globe, where cities are in a contest against each other to see who can make the most observations of nature, who can find the most species, and who can engage the most people. The Aquarium also conducts trainings as part of FrogWatch U.S.A. Frogs and toads play a crucial role in wetland ecosystems and are considered indicators of environmental health. Many frog and toad populations have been in decline, and it is important to understand the scope, geographic scale, and cause of these declines.

The Maritime Aquarium has a long running history with Norwalk Public Schools and other nearby districts' schools in the area. The Maritime Aquarium has been working with Norwalk Public Schools to build an educational marine science pathway for students K-12, improving quality STEM education while creating job opportunities for when they graduate. This programming enhances the breadth and depth of educational opportunities for students and provides value to the participating districts and by extension communities throughout the region.

In FY2022, this programming was funded with \$1.4 million in Congressionally directed spending. The expenditure impacts of these dollars in the local and state economy are addressed in Section 5.3 below. More broadly, the intrinsic educational and societal value of broadening educational opportunities for students are significant and noteworthy, though they are not readily quantifiable in terms of the annual economic benefit frameworks employed in this report.

5.2. Conservation Efforts

The Maritime Aquarium is dedicated to marine science research and conservation. It showcases this dedication by leading and participating in extensive research and conservation projects and forming partnerships. The Aquarium is a key member of the Aquarium Conservation Partnership, a group of aquariums nationwide working to protect ocean and freshwater ecosystems. The Aquarium focuses on preserving the Long Island Sound ecosystem, home to over 1,200 invertebrate species and 170 fish species. This includes efforts like marine debris cleanup, marsh restoration, water quality testing, and pathogen monitoring. The funding for these projects often comes from public and private contributions and/or grants, secured through a competitive application process.

Efforts to place an economic valuation on research and conservation activity in a specific location and time face a number of logistical challenges. Research and monitoring efforts that advance scientific knowledge often have diffuse social benefits that accumulate over time and across locations. Conservation efforts in Long Island Sound are challenging to accurately quantify without rigorous study. Sound's ecosystem has faced numerous challenges, including pollution, habitat degradation, and overfishing. Accurately valuing the effect of conservation efforts on its biodiversity would need to account for both its current contributions and the potential costs of restoration or the consequences of continued degradation that are outside the scope of this analysis.

These challenges in precise quantification of local impacts do not diminish the economic and social value associated with these efforts. The section below reviews key conservation and research programs currently undertaken by the Aquarium and provides evidence from the broader literature on the types of economic implications associated with these programs.

Key Conservation and Research Programs

In FY2022, the Aquarium secured \$1.1 million in grants to bolster its conservation and scientific research initiatives. A significant economic benefit of these grants is the local job creation and purchasing they facilitate. Details on these direct and subsequent impacts are in Section 5.3. More broadly, these funds support programs with widespread societal and economic effects. The main ongoing programs and projects and their economic ramifications are discussed in the following sections.

Climate Research and Salt Marsh Restoration

The Aquarium has multiple projects underway to monitor and analyze the impact of climate change on local habitats, species, and ecological systems of Long Island Sound.

Salt marsh habitats are under particular threat from land development, sea level rise, and a host of other impacts. Marshes are beneficial ecosystems that protect coastal communities from storm damage, remove nutrients and pollutants from runoff, and store high levels of carbon below ground.¹⁴ In addition, marshes also provide essential food, refuge, or nursery habitat for over 75 percent of fish species.¹⁵ The Aquarium has recently completed a 2-year research project that compared two existing marshes, to study the resilience of marshes to environmental changes such as higher temperatures, with another 2-year study underway. This research is laying the foundation for future marsh management and restoration projects. Research on restoration may also help to maximize any future grants awarded for active restoration.

Economic Implications

The Aquarium's salt marsh habit research is not primarily a restoration project, but rather an effort to advance knowledge on the topic of climate and marsh restoration and generate best practices. This knowledge base is intended to improve the effectiveness and efficiency of future salt marsh restoration efforts, in Long Island Sound and elsewhere.

The potential benefits of improved approaches is significant, as salt marshes are estimated to generate an economic value of approximately \$8.7 billion per year through the ecosystem, cultural, and employment benefits they provide.¹⁶ Recognizing this economic potential and ecological importance, salt marsh restoration receives significant funding support, such as the \$60 million in grants received by The Herring River Restoration Project to conduct saltwater marsh restoration in Massachusetts.¹⁷ Other projects in Massachusetts, Connecticut, and Rhode Island have received grants in the millions as well.

Water Testing and Pathogen Monitoring

The Aquarium is dedicated to monitoring and improving water quality in the Long Island Sound. One of the ways they do this is through the Pathogen Monitoring Network, which is a program that monitors sewage pollution. The Aquarium co-founded and coordinates this program alongside three partner organizations and has nine groups actively participating in its first year. The Aquarium received \$26,000 in seed funding from the Long Island Sound Study and the Network has since been awarded over \$500,000 in federal funding to continue this work over the next 2 years. The Aquarium is also a member of the project development team for Quickdrops, a community data platform for water quality that is

¹⁴ The Maritime Aquarium, 2022

¹⁵ National Ocean Service, National Oceanic and Atmospheric Administration, 2023

¹⁶ [Economic Evaluation and Systematic Review of Salt Marsh Restoration Projects at a Global Scale](#), Frontiers in Ecology and Evolution

¹⁷ The Provincetown Independent, 2022

scheduled for launch in late 2023, and a participant in the Unified Water Study, a bi-state collaborative for harbor monitoring.

Through Quickdrops, the Aquarium is helping to compile data that was previously difficult to access because it was spread across multiple organizations. By making water quality data more accessible and standardized, it can more easily be used for important processes like grant applications and scientific research. Additionally, it provides a standardized data source that different entities can use to generate comparable and accurate water quality reports. This data aggregation effort can thus provide a platform to bring grant dollars into the area, and to improve ongoing monitoring of water quality in the sound going forward.

Economic Implications

Improvements in water quality and better monitoring of pathogens have a range of potential benefits including reduced sewage pollution, higher volumes of shellfish, and reductions in beach closures, which reduce tourism and economic activity. Connecticut's oceanfront locations are an important part of the state's tourism economy, which attracts around \$10 billion in annual spending.

This tourism activity, and the local businesses and employment it creates, are lost if beaches are closed due to water quality challenges. Beaches surveyed in Massachusetts were determined to have a daily value loss of anywhere between \$1,055- \$37,534, depending on the beach's location, time of year, weather, etc.¹⁸

Improving water quality has both direct and indirect economic benefits for surrounding areas. It can increase profits in agriculture, recreational boating, fishing and even property values as the amenity value of proximity increases. Improving water quality in the Chesapeake Bay is estimated to increase nearby property values by \$400-\$700 million.¹⁹

Improving the Health of Long Island Sound

The Maritime Aquarium has been working alongside local fishers and other partners to retrieve and recycle abandoned, lost and derelict lobster traps which are continuing to catch and kill marine life and disrupt the ecosystem of Long Island Sound. This project is funded by \$569,000 in new federal funding included in the 2022 Omnibus Appropriations legislation. In addition, the Aquarium received approximately \$20,000 from the Cornell Cooperative Extension of Suffolk County, which has estimated that there may be one million abandoned, lost and derelict traps in Long Island Sound.

The Aquarium is supplementing these grant-driven efforts with research initiatives. One ongoing study is analyzing the makeup of organisms using abandoned lobster traps as habitats, which will later be used to create a new dataset on habitat utilization by fouling organisms.

¹⁸ [National Center for Biotechnology Information](#), 2018

¹⁹ [National Center for Biotechnology Information](#), 2016

Economic Implications

The commercial fishing industry will receive a direct economic boost due to the cleanup activities as the Aquarium contracts local fishermen to assist in this process. As a result, the income received will support the livelihoods of these fishermen and stimulate local economic activity by recirculating it through the local economy.

Furthermore, the efforts would have significant positive implications for other marine life that would otherwise be caught in these abandoned, lost and derelict traps, many of which are still capable of capturing animals, including crustaceans and fish. This will result in more successful conservation efforts for at-risk species, which is valuable to the marine ecosystem.

Community Science Projects

The Maritime Aquarium actively leads and participates in community science projects as part of its ongoing education and conservation efforts. One notable initiative is the involvement with FrogWatch, a program that enables close monitoring of the populations of toads and frogs. Similarly, they are involved in the Terrapin Tracking initiative, which aims to use research on the endangered diamondback terrapin locations to identify mortality “hotspots” on the road. In their first year of this initiative, the organization tracked 1,076 individual diamondback terrapins and visited 9 field sites.

The Freshwater Mussel Conservation project is led by the Aquarium and is training volunteers to survey and report data on local freshwater mussel populations, which are also highly endangered.

Furthermore, the Aquarium was actively involved in running the City Nature Challenge in 2022, identifying and documenting various species of birds. The program involved 365 community members, who collectively identified 718 species. In addition to these efforts, the Aquarium is engaged in Project Limulus, a conservation project aimed at preserving the population of the Long Island Sound Horseshoe Crab. Through this collaboration, the Aquarium plays a vital role in monitoring and safeguarding these ancient and ecologically important creatures. By partnering with these organizations and projects, The Maritime Aquarium seeks to enhance and expand its conservation initiatives while also encouraging community members to become educated about a diverse range of species and get involved in conservation efforts.

Additional Conservation Projects

The Aquarium is also undertaking important research on one of the apex predators of Long Island Sound -- Sand Tiger sharks -- to understand their breeding habits in human care and follow their natural movements in the Long Island Sound through acoustic monitoring. In addition to protecting vulnerable species, these efforts are expected to provide researchers with a deeper understanding of the characteristics of local ecosystems. Doing so will assist in the implementation of long-term conservation plans and sustainability efforts.

In partnership with the Tennessee Aquarium, The Maritime Aquarium is involved in an effort to recover the federally endangered Barrens Topminnow, by captively propagating the species in the Aquarium, and then working with the Tennessee Aquarium to reintroduce populations in their native freshwater habitat.

5.3. Economic Impacts from Education and Conservation Grants

The sections above review the Aquarium’s education and conservation programs from a social value lens, estimating benefits to nearby school districts and discussing benefits to society for scientific research efforts (not quantified precisely in this study). In addition to these social benefits, education and conservation grants secured by the Aquarium produce localized economic impacts by bringing dollars from external funding sources into the region.

Like the operational impacts modeled in Section 2, these programmatic dollars produce direct and spillover impacts through the purchasing and employment activity they support, and the spillover supply chain (indirect) and household spending (induced) impacts of those direct dollars. These economic impacts are separate from the programmatic benefits of the use of those dollars for educational and scientific research purposes that are described above.

Data provided by the Aquarium indicates \$1.14 million in research and conservation grant funding, and \$1.58 million in educational grant funding in FY2022, for a total of \$2.72 million. The direct and spillover effects of these dollars generate economic activity and employment in the local and state economy.

Annual impacts from these grant funds within the City of Norwalk total \$3.2 million in economic impact FY2022. This activity supports 20 direct, indirect, and induced jobs (FTE) with \$1.4 million in annual employee compensation (see Figure 5.1).

Figure 5.1: Economic Impact from FY2022 Conservation and Education Grant Funding in the City of Norwalk

Impact Type	Conservation Grant Funding	Education Grant Funding	Combined Grant Funding
Direct Output (\$M)	\$1.1	\$1.6	\$2.7
Indirect & Induced Output (\$M)	\$0.1	\$0.3	\$0.5
Economic Impact (\$M)	\$1.3	\$1.9	\$3.2
Employment Supported (FTE)	5	15	20
Earnings (\$M)	\$0.5	\$0.9	\$1.4

Source: IMPLAN (2021), ESI (2023)

Within Fairfield County, annual impacts from these grant funds generated \$5.1 million in total output in FY2022, supporting 30 jobs (FTE) with \$2.0 million in employee compensation (see Figure 5.2).

Figure 5.2: Economic Impact from FY2022 Conservation and Education Grant Funding in Fairfield County

Impact Type	Conservation Grant Funding	Education Grant Funding	Combined Grant Funding
Direct Output (\$M)	\$1.1	\$1.6	\$2.7
Indirect & Induced Output (\$M)	\$0.9	\$1.4	\$2.3
Economic Impact (\$M)	\$2.1	\$3.0	\$5.1
Employment Supported (FTE)	5	20	30
Earnings (\$M)	\$0.7	\$1.2	\$2.0

Source: IMPLAN (2021), ESI (2023)

Statewide, annual impacts from these grant funds generated \$5.3 million in total output in FY2022, supporting 30 jobs (FTE) with \$2.0 million in employee compensation (see Figure 5.3).

Figure 5.3: Economic Impact from FY2022 Conservation and Education Grant Funding in the State of Connecticut

Impact Type	Conservation Grant Funding	Education Grant Funding	Combined Grant Funding
Direct Output (\$M)	\$1.1	\$1.6	\$2.7
Indirect & Induced Output (\$M)	\$1.0	\$1.5	\$2.5
Economic Impact (\$M)	\$2.1	\$3.1	\$5.3
Employment Supported (FTE)	5	20	30
Earnings (\$M)	\$0.8	\$1.3	\$2.0

Source: IMPLAN (2021), ESI (2023)

The direct and spillover economic activity enabled by this grant funding also generates additional tax revenue. It is estimated that the economic activity from conservation and education grant funding in FY2022 generated approximately \$116,000 in tax revenue for the State of Connecticut, which is derived primarily from income tax collections from increased earnings (see Figure 5.4).

Figure 5.4: State Tax Revenue Impact from FY2022 Conservation and Education Grant Funding

Tax Type	State of Connecticut
Income	\$85,000
Business	\$24,000
Sales	\$7,000
Total Tax Impact	\$116,000

Source: IMPLAN (2021), ESI (2023)

6. Aggregate Economic and Fiscal Impact

The Maritime Aquarium at Norwalk serves as a focal point for the community and its presence provides a range of economic, educational, societal, and revitalization benefits. Economically, the Aquarium brings in a substantial number of visitors each year, generating significant activity for the local economy and tax revenues to the state. These visitors not only contribute to the financial success of the Aquarium but also become customers for nearby businesses, such as those located on Washington Street and The SoNo Collection shopping mall. This increased foot traffic helps support these commercial centers, promoting economic activity, job creation, and business sustainability.

In addition to its economic benefits, the Aquarium plays a crucial role in providing educational programming and conducting research and conservation initiatives. Through its recreational and educational offerings, the Aquarium provides an engaging and informative platform for individuals of all ages. It serves as a valuable resource for Norwalk Public Schools, fostering partnerships and educational programs that enhance students' understanding of marine life and conservation. By offering an attractive feature for families, the Aquarium promotes a love for learning and environmental awareness among the community, contributing to the overall educational development of the area.

Moreover, the presence of the Aquarium has had a positive impact on the revitalization of South Norwalk and its surrounding community. As an anchor institution, it is helping to build the previously blighted industrial area into a growing and evolving urban downtown. Furthermore, the increased activity and vibrancy brought about by the Aquarium contribute to a safe and welcoming environment, making South Norwalk an attractive destination for residents, visitors, and potential investors alike.

6.1. Aggregate Annual Economic Impact

Impacts from the Aquarium's organizational expenditures, from its conservation and educational programming, and from ancillary visitor spending are estimated in a non-overlapping manner throughout this report. Therefore, these impacts can be summed to represent the economic impact of the Aquarium on an annual basis within Norwalk, Fairfield County, and Connecticut.

Annual impacts from these categories within the City of Norwalk total \$55.8 million in economic impact FY2022. This activity supports 490 direct, indirect, and induced jobs (FTE) with \$21.7 million in annual employee compensation (see Figure 6.1).

Figure 6.1: Economic Impact from FY2022 Organizational Expenditures, Ancillary Visitor Spending and Conservation and Educational Grant Funding in the City of Norwalk

Impact Type	Organizational Expenditures	Ancillary Visitor Spending	Conservation and Educational Grant Funding	Total
Direct Output (\$M)	\$15.3	\$30.9	\$2.7	\$48.9
Indirect & Induced Output (\$M)	\$2.4	\$4.0	\$0.5	\$6.9
Economic Impact (\$M)	\$17.7	\$34.9	\$3.2	\$55.8
Employment Supported (FTE)	130	340	20	490
Earnings (\$M)	\$8.0	\$12.3	\$1.4	\$21.7

Source: IMPLAN (2021), ESI (2023)

Within Fairfield County, annual impacts in these categories generated \$85.2 million in total output in FY2022, supporting 600 jobs (FTE) with \$30.4 million in employee compensation (see Figure 6.2).

Figure 6.2: Economic Impact from FY2022 Organizational, Ancillary Visitor Spending and Conservation and Educational Grant Funding in Fairfield County

Impact Type	Organizational Expenditures	Visitor Spending	Conservation and Educational Grant Funding	Total
Direct Output (\$M)	\$15.3	\$30.9	\$2.7	\$48.9
Indirect & Induced Output (\$M)	\$13.7	\$20.2	\$2.3	\$36.2
Economic Impact (\$M)	\$29.0	\$51.1	\$5.1	\$85.2
Employment Supported (FTE)	170	400	30	600
Earnings (\$M)	\$11.1	\$17.3	\$2.0	\$30.4

Source: IMPLAN (2021), ESI (2023)

Statewide, annual impacts in these categories generated \$88.6 million in total output in FY2022, supporting 620 jobs (FTE) with \$31.4 million in employee compensation (see Figure 6.3).

Figure 6.3: Economic Impact from FY2022 Organizational Expenditures a, Ancillary Visitor Spending and Conservation and Educational Grant Funding in the State of Connecticut

Impact Type	Organizational Expenditures	Visitor Spending	Conservation and Educational Grant Funding	Total
Direct Output (\$M)	\$15.3	\$30.9	\$2.7	\$48.9
Indirect & Induced Output (\$M)	\$14.9	\$22.1	\$2.5	\$39.5
Economic Impact (\$M)	\$30.2	\$53.1	\$5.3	\$88.6
Employment Supported (FTE)	180	410	30	620
Earnings (\$M)	\$11.5	\$17.9	\$2.0	\$31.4

Source: IMPLAN (2021), ESI (2023)

In addition to these annual impacts, the Aquarium periodically undertakes major capital projects to enhance the facility and its infrastructure. Recent capital activity at the Aquarium has been associated with the replacement of the nearby 130-year-old “WALK Bridge” over the Norwalk River. There has been nearly \$42 million in capital activity in recent years to provide for the functional replacement of some Aquarium assets disrupted by the siting needs of the WALK Bridge project, with most of this activity coming through federal and state funds. One-time impacts from the Aquarium’s capital projects associated with the WALK Bridge project are estimated to have totaled:

- \$47 million in economic impact within the City of Norwalk, supporting 80 direct, indirect, and induced jobs (FTE job-years) with \$13 million in total employee compensation,
- \$67 million in total output within Fairfield County, supporting 110 jobs (FTE job-years) with \$20 million in total employee compensation, and
- \$70 million in total output within Connecticut, supporting 120 jobs (FTE job-years) with \$21 million in total employee compensation.

Due to its location and scale, the WALK Bridge project also represents a disruption to the Aquarium’s operations and facility, as certain assets have been lost without any funding for replacement. In addition, there is the potential to reduce visitation, and limited use of certain assets, during the construction period. The project also imposes opportunity costs through the need for additional fundraising for functional replacement rather than enhancement and through constraints on opportunities for expansion.

Aggregate Annual State Fiscal Impact

In addition to economic impacts from institutional and visitor spending, the fiscal impacts generated by the Aquarium’s activity are substantial. The aggregate economic activity described above grows the tax base for the State of Connecticut directly and indirectly via spending by local vendors and spending by local employees. While the Aquarium itself is tax-exempt, much of this indirect and induced activity is taxable, and direct taxes are included only where applicable. Those direct taxes and the taxes generated as a result of the indirect and induced activity are aggregated by tax type to yield a total annual revenue generation estimate for the State of Connecticut.

Direct and spillover tax revenues generated by the organizational expenditures of The Maritime Aquarium and the ancillary spending of its visitors generated an estimated \$5.3 million in Connecticut tax revenues in FY2022 (see Figure 6.4).

Figure 6.4: State Tax Revenue Impact from FY2022 Organizational Expenditures and Ancillary Visitor Spending

Tax Type	Organizational Expenditures	Visitor Spending	Conservation / Edu Grant Funding	Total
Income Tax	\$485,000	\$754,000	\$85,000	\$1,324,000
Sales Tax	\$141,000	\$3,612,000	\$24,000	\$3,777,000
Business Tax	\$41,000	\$157,000	\$7,000	\$205,000
Total	\$667,000	\$4,523,000	\$116,000	\$5,306,000

Source: IMPLAN (2021), ESI (2023)

6.2. Benefits from Education, Research and Conservation

The Aquarium's mission includes a commitment to marine science research, conservation, and environmental education. The range of programming undertaken by the Aquarium in these areas, often through grant funding attracted by the institution, has localized benefits to the economy and community and well broad ranging social benefits over the longer-term.

The Aquarium received a total of \$2.7 million in grant funding in FY2022 to support education and research and conservation. The direct and indirect economic activity from the implementation of these grants is included in the aggregate economic impact analysis reviewed above.

Beyond the economic impacts of these expenditures, educational programs in partnership with Norwalk Public Schools and other nearby school districts provide students with an introduction and immersion in marine science. The Aquarium's research and marine conservation efforts benefit Long Island Sound and its biodiversity, while advancing marine science research more broadly. Current focus programs include:

- *Climate and salt marsh restoration research* to assess more effective ways to restore salt marsh ecosystems like Long Island Sound;
- *Water testing and pathogen monitoring* to improve data collection and systematization in Long Island Sound in order to detect potential pathogens more effectively;
- *Improving the health of Long Island Sound* through cleanup efforts like the removal of abandoned lobster traps;
- *Community science projects* such as the monitoring of vulnerable species in Long Island Sound and beyond.

These research and conservation initiatives help contribute to healthier and more resilient marine ecosystems in Long Island Sound and elsewhere over the long-term and deliver economic benefits through in areas like marine biodiversity, commercial fishing, and tourism.

Appendix A – Modeling Direct Activity

A.1. Direct Outputs for Ancillary Visitor Spending

Visitor spending profiles for the ancillary spending economic impact analysis developed in Section 3 are based on industry data published by the Connecticut Tourism Office. This data is adjusted to current dollars and to account for different visitor types. These visitor spending profiles are then matched to visitor levels and proportions drawn from the Aquarium’s FY2022 attendance and ticketing data to estimate total visitor spending by category. These steps are reviewed in turn below.

Data published by the Connecticut Tourism Office provides estimates of total expenditures by sector for visitors to the state, and information on the spending of the average visitor. The most recent publication of this data is for travel year 2021, and includes estimates of total visitation and visitor spending for travel year 2022.²⁰ From this information, estimates can be derived of average spending per visitor (based on 2022 estimates), as well the relative shares of visitor spending by sector (based on 2021 data).

Spending per visitor is estimated by dividing total estimated visitor spending (\$10.3 billion) by the total estimated number of visitors to Connecticut (66.56 million). This yields an estimate of \$151 in spending per person (see Figure A.1).

Figure A.1: Estimated Connecticut Visitor Spending, 2022

Input	Value
Total Visitor Spending (\$M)	\$10,030
# of Visitors (M)	66.56
= Average Spend per Visitor	\$150.69

Source: ESI Analysis of Data from Tourism Economics Research for the Connecticut Tourism Office

The state’s economic impact analysis includes a breakdown of visitor spending by sector (food & beverage, recreation, lodging, retail, and transportation) for travel year 2021. The shares of visitor spending by sector reported for 2021 are applied to the estimated per visitor spend for 2022 (calculated in Figure A.1 above) to yield an estimated profile of per visitor spending by sector (see Figure A.2).

²⁰ [Economic Impact of Visitors in Connecticut 2021](#), Tourism Economics, December 2022

Figure A.2: Estimated Connecticut Visitor Spending Profile by Industry, 2022

Sector	2021 CT Share of Spend (by sector)	Est 2022 CT per Visitor Spend
Food & Beverage	25.1%	\$38
Recreation	29.3%	\$44
Lodging	18.9%	\$29
Retail	14.7%	\$22
Ground Transportation	12.0%	\$18
Total	100.0%	\$151

The 2022 visitor spending profile provides the basis for estimates of ancillary spending by out-of-region visitors to the Aquarium. Additional adjustments are necessary in order to estimate profiles for various visitor types, and to ensure that ancillary spending reflects net new spending not already accounted for within the Norwalk economy or the organizational spending analysis.

As described in Section 3, visitors are divided into three categories based on their geographic origin, as reflected in ticketing data provided by the Aquarium.

- Attendees from within the city of Norwalk are defined as “Local”;
- Attendees from within 50 miles and within the State of Connecticut are defined as “Regional”; and
- Attendees from beyond 50 miles or from outside of the State of Connecticut are considered “Out of Region.”

The following exclusions and adjustments are made for the purpose of modeling ancillary spending:

- Recreation spending is excluded for all visitor types, since admissions purchases at the Aquarium would fall within these categories and are already reflected in the organizational expenditure analysis;
- Air transportation spending is excluded for all visitor types, since this spending takes place outside of the Norwalk economy;
- Ancillary spending by local visitors (Norwalk residents) is excluded, because these outlays are not “net new” to the local economy;
- Lodging spending by regional visitors (with 50 miles in CT) is excluded, since these visitors are assumed not to stay overnight in Norwalk; and

- Food and beverage and retail spending by regional visitors are modeled at 75% of the spending profile of out-of-region visitors, consistent with federal travel per diem regulations which provide for a 75% allocation for day trip travel relative to overnight travel.²¹

These adjustments are applied to the out-of-region visitor profile for 2022 outlined above in order to yield per visitor ancillary spending estimates by category for each visitor type. The sum of this spending is \$34.8 million, of which about \$20 million is accounted for by out-of-region visitors (see Figure A.3).

Figure A.3: Estimated Ancillary Spending by Aquarium Visitors by Category, FY2022

Expenditure Type	Local (Norwalk)	Regional (CT <50 Miles)	Out of Region	Total Annual Spend (\$M)
Lodging	N/A	N/A	\$29	\$5.4
Food & Beverage	N/A	\$28	\$38	\$14.2
Retail	N/A	\$17	\$22	\$8.4
Local Transportation	N/A	\$15	\$15	\$6.8
Total Per Visitor per Day	N/A	\$60	\$104	
Est. Attendees FY2022	45,600	248,500	190,100	
Total Annual Spend (\$M)	--	\$15.0	\$19.8	\$34.8

This estimate is used as the basis for the modeling of the economic impact of ancillary spending by Aquarium visitors undertaken in Section 3 of this report.

²¹ U.S. General Services Administration [Per-Diem Guidelines](#)

Appendix B –Economic and Fiscal Impact Modeling

Economic impact estimates are generated by utilizing input-output models to translate an initial amount of direct economic activity into the total amount of economic activity that it supports, which includes multiple waves of spillover impacts generated by spending on goods and services and by spending of labor income by employees. This section summarizes the methodologies and tools used to construct, use, and interpret the input-output models needed to estimate this project’s economic impact.

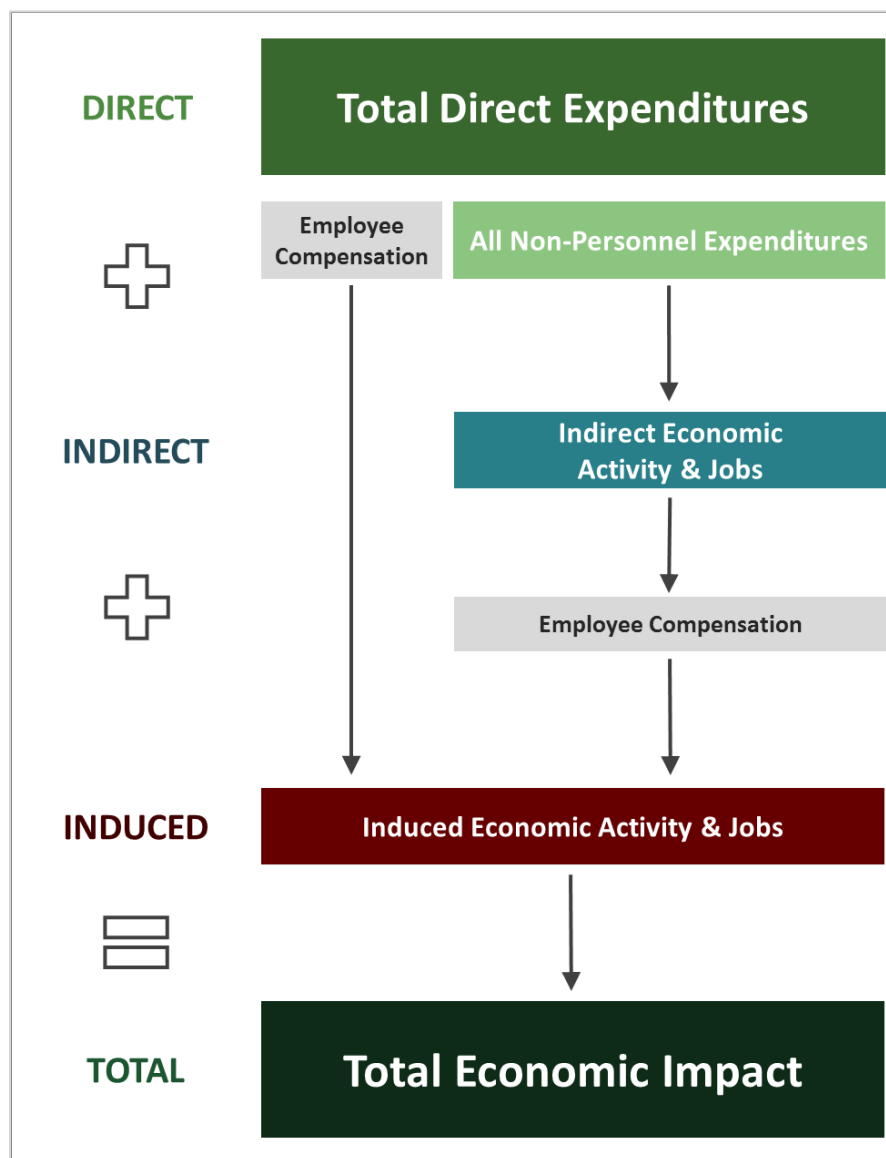
B.1. Input-Output Model Theory

In an inter-connected economy, every dollar spent generates two spillover impacts:

- First, some amount of the proportion of that expenditure that goes to the purchase of goods and services gets circulated back into an economy when those goods and services are purchased from local vendors. This represents what is called the “**indirect effect**,” and reflects the fact that local purchases of goods and services support local vendors, who in turn require additional purchasing with their own set of vendors.
- Second, some amount of the proportion of that expenditure that goes to labor income gets circulated back into an economy when those employees spend some of their earnings on various goods and services. This represents what is called the “**induced effect**,” and reflects the fact that some of those goods and services will be purchased from local vendors, further stimulating a local economy.

The role of input-output models is to determine the linkages across industries in order to model out the magnitude and composition of spillover impact to all industries of a dollar spent in any one industry. Thus, the total economic impact is the sum of its own direct economic footprint plus the indirect and induced effects generated by that direct footprint (see Figure B.1)

Figure B.1: Economic Impact Methodology



Source: Econsult Solutions (2023)

B.2. Input-Output Model Mechanics

To model the impacts resulting from the organizational expenditures Econsult Solutions, Inc. developed a customized economic impact model using the IMPLAN input/output modeling system. IMPLAN represents an industry standard approach to assess the economic and job creation impacts of economic development projects, the creation of new businesses, and public policy changes within a county and its surrounding area.

IMPLAN has developed a social accounting matrix (SAM) that accounts for the flow of commodities through economics. From this matrix, IMPLAN also determines the regional purchase coefficient (RPC), the proportion of local supply that satisfies local demand. These values not only establish the types of

goods and services supported by an industry or institution, but also the level at which they are acquired locally. This assessment determines the multiplier basis for the local and regional models created in the IMPLAN modeling system. IMPLAN takes the multipliers and divides them into 536 industry categories in accordance with the North American Industrial Classification System (NAICS) codes.

The IMPLAN modeling system also allows for customization of its inputs which alters multiplier outputs. Where necessary, certain institutions may have different levels of demand for commodities. When this occurs, an “analysis-by-parts” (ABP) approach is taken. This allows the user to model the impacts of direct economic activity related to an institution or industry with greater accuracy. Where inputs are unknown, IMPLAN is able to estimate other inputs based on the level of employment, earnings, or output by an industry or institution.

B.3. Employment and Wages Supported

IMPLAN generates job estimates based on the term “job-years”, or how many jobs will be supported each year. For instance, if a construction project takes two years, and IMPLAN estimates there are 100 employees, or more correctly “job-years” supported, over two years, that represents 50 annual jobs. Additionally, these can be a mix of full and part-time employment. Consequently, job creation could feature more part-time jobs than full-time jobs. To account for this, IMPLAN has a multiplier to convert annual jobs to full-time equivalent jobs.

Income to direct, indirect, and induced jobs is calculated as employee compensation. This includes wage and salary, all benefits (e.g., health, retirement) and payroll taxes (both sides of social security, unemployment taxes, etc.). Therefore, IMPLAN’s measure of income estimates gross pay opposed to just strictly wages.

B.4. Tax Revenue Impact

The economic impacts in turn produce one-time or ongoing increases in various tax bases, which yield temporary or permanent increases in various tax revenues. To estimate these increases, Econsult Solutions, Inc. created a tax revenue impact model to translate total economic impacts into their commensurate tax revenue gains. These tax revenue gains only account for a subset of the total tax revenue generation that an institution or industry may have on the economy. Furthermore, where institutions are tax exempt, only the tax revenue generation from supported indirect and induced industries is accounted for.



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2023-2028 Conservation Action Plan for Long Island Sound

Table of Contents

Executive Summary	3	 FOCUS 1 8
The Challenge	4	Coastal and Benthic Habitats
Our Vision	5	 FOCUS 2 10
Our Plan	5	Resident and Transient Species
Our Geographic Scope	6	 FOCUS 3 12
Ways of Working	7	Novel Species Introduction
		 FOCUS 4 14
		Inspiring Stewardship and Community Action
		 FOCUS 5 16
		Collection Connections
		 FOCUS 6 18
		Operational Sustainability
		The Maritime Aquarium's Unique Position 20
		Measures of Success 22
		Acknowledgements 24



The Maritime Aquarium inspires people of all ages to appreciate and protect the Long Island Sound ecosystem and the global environment through living exhibits, marine science and environmental education.

For 35 years, The Maritime Aquarium at Norwalk has provided our community with meaningful opportunities to learn about the ocean and the role of people in shaping the natural world. Throughout our history, we have celebrated our region's rich maritime heritage, shared the diversity of marine life with thousands of students, and given our visitors the opportunity to interact with over 7,000 animals.

With the release of this Conservation Action Plan for Long Island Sound, we are introducing an array of conservation activities to better protect the wildlife and natural habitats of the Sound. Increasing rates of sea-level rise, rising temperatures, and increasing storm severity present risks of such magnitude and urgency that climate change will form the foundation of The Maritime Aquarium's conservation science and policy strategy going forward. Over the next five years, we will leverage our decades of scientific and field experience, as well as private and public partnerships, to improve the health of the Sound. Our goal is to ensure that these local waters are protected for future generations.

We look forward to working with our dedicated network of fellow conservation organizations, volunteers, supporters, and resource managers to protect this special place at this critical time. We hope you will join us as we embark on this journey. We are eager to get to work!

Sincerely,

Sarah C. Crosby, PhD
Director, Conservation and Policy
The Maritime Aquarium at Norwalk

Jason M. Patlis
President and CEO
The Maritime Aquarium at Norwalk





Executive Summary

The Maritime Aquarium at Norwalk's Conservation Action Plan for Long Island Sound outlines our approach for the next 5 years (2023-2028). Centering the overarching threat of climate change as the greatest modern threat to the Sound, our work will span six focus areas to:

- FOCUS 1:** Restore coastal and benthic habitats.
- FOCUS 2:** Protect resident and transient species.
- FOCUS 3:** Mitigate the negative effects of species invasions and range expansions.
- FOCUS 4:** Inspiring Stewardship and Community Action.
- FOCUS 5:** Make connections between the Aquarium's resident animals and those in the wild.
- FOCUS 6:** Adopt operational sustainability.

Our path forward will foster an internal culture and structure to support and integrate conservation goals throughout the institution. We will be collaborative, inclusive, and accountable partners in this work, and we will communicate effectively across multiple audiences. We will prioritize future opportunities by evaluating their alignment with our focus areas, geography, and the potential for positive impact on the Sound, engaging with projects and opportunities that meet the word and intent of this plan.

Our progress will be measured annually against metrics within each focus area to ensure accountability, change course when called for, and celebrate successes. Through this plan, we will seek to broaden and deepen the reach of the Aquarium's conservation impact for the benefit of the Sound and our community.



The Challenge

Long Island Sound is a highly urbanized estuary with a long history of impact by people. There are many local stressors on the health of the Long Island Sound ecosystem—from water pollution, to shoreline hardening and habitat loss, to loss of upland connectivity from dams. Each is being addressed through conservation and management with varying degrees of success. While these stressors have already had considerable negative impacts on the Sound’s species and habitats, many of these stressors are further exacerbated by climate change. Beyond the magnification of existing threats, climate change itself will alter the conditions experienced by the Sound’s biota in profound ways, changing air and water temperatures, the pH of the water, and the frequency and severity of storms. Both the direct and indirect effects of climate change present an existential threat of such urgency that climate-related threats and impacts are at the heart of our strategy.

Without addressing the impacts of climate change in existing conservation efforts, and the root causes of climate change directly, the Long Island Sound ecosystem will be fundamentally changed and potentially irreparably harmed. With atmospheric CO₂ continuing to rise more rapidly and global temperatures repeatedly reaching the warmest ever on record, the United Nations Intergovernmental Panel on Climate Change has sounded the alarm: widespread and rapid changes are occurring worldwide and coastal communities are disproportionately affected.



We Must Rise to This Challenge

The Maritime Aquarium is uniquely positioned to advocate and act on behalf of the Sound’s species and habitats. In addressing the short-term and long-term threats facing species and natural habitats within the Long Island Sound ecosystem, The Maritime Aquarium will prioritize those actions that address the threat of climate change on the ecosystem. We will work in partnership with our donors and grant-makers to seek investments to succeed in the work outlined in this plan.

See pages 20-21 to read more on the Aquarium’s position to lead.



Our Conservation Vision

The Maritime Aquarium envisions a resilient Long Island Sound ecosystem where its species and habitats are protected, restored, and prioritized as invaluable parts of our ‘urban sea.’ The Aquarium’s staff, volunteers, investors, and the community will work in partnership to achieve this vision.

We aim for conservation to be a central component of the Aquarium’s ethos, activities, goals, and motivation. It is incorporated into our education programs, the priorities of our animal husbandry team, and our interpretation and exhibits. It is a key driver in our operations, as we seek to lead by example in reducing our carbon footprint and using resources efficiently. It is a core part of who we are as an organization.

Our Plan

Through this plan, we seek to chart a course for our institution to grow the scope and integration of conservation across our institution over the next 5 years. We will seek to center climate change as the overarching threat to the ecosystem health of the Sound that drives our priorities. Specifically, we will use this plan to:

- Guide how we expand our conservation elements of our exhibit offerings, educational programs, and field research, aligning each to a shared focus of conservation in the face of climate change.
- Grow our presence as a leader in conservation policy and environmental advocacy in Connecticut and nationally.
- Expand our conservation research project portfolio to ensure that natural resource protection and advocacy efforts are backed by current and sound science.
- Maximize public awareness and engagement to advance local conservation issues.
- Educate and inspire our community to take action to protect the Long Island Sound ecosystem.



Our Geographic Scope

The geographic scope for our field conservation work is the Long Island Sound ecosystem¹ and, when appropriate, its watershed.² We will consider activities outside of this geographic area on a case-by-case basis, where our research and practices have application to national and international environmental concerns and ecosystem management. However, all activities must have a specific link to improving the ecosystem health of the Sound. Our work in policy and environmental advocacy may range from local to national to international when appropriate, depending on the scale needed for a given issue.

Ways of Working

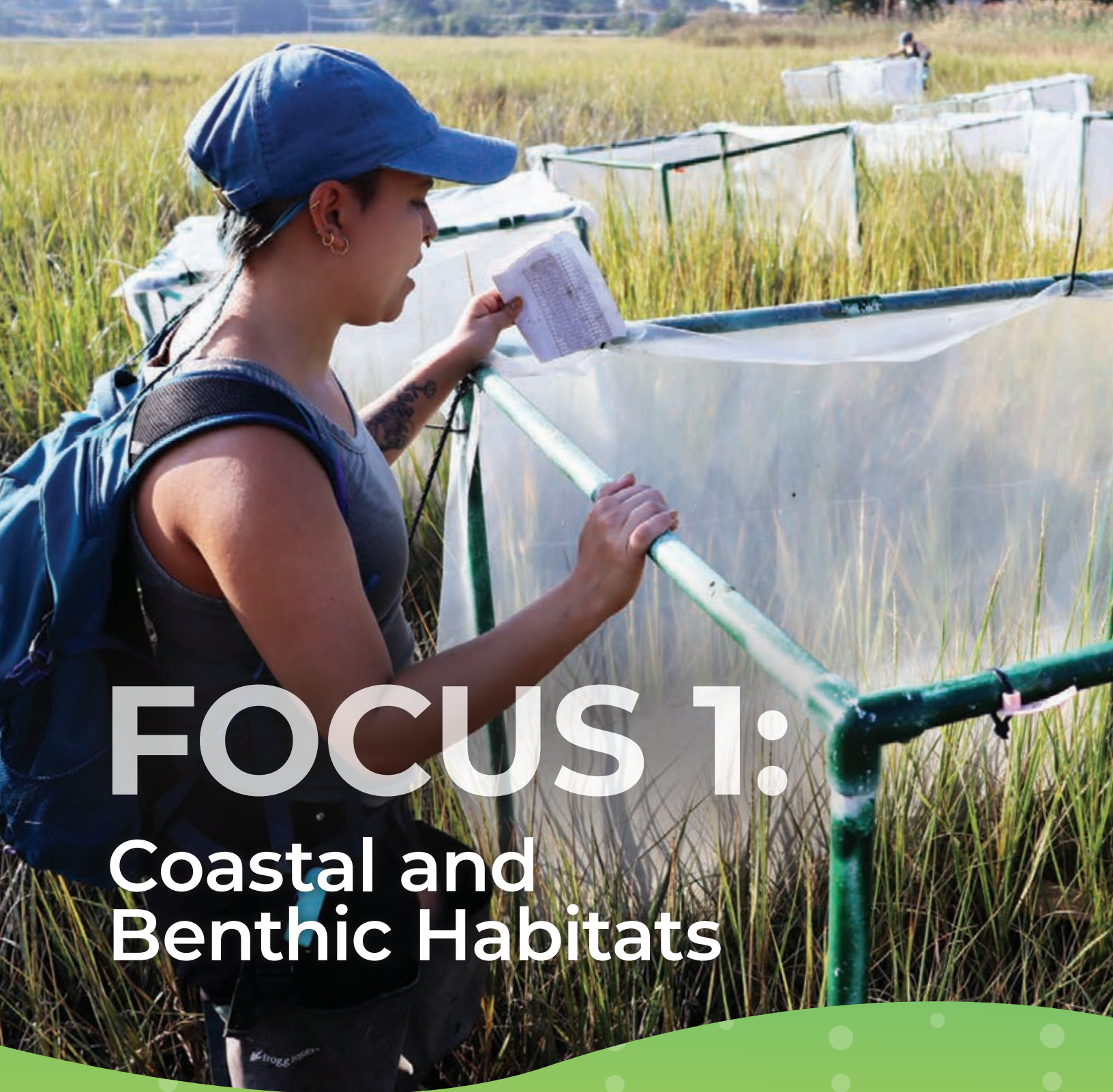
Inspiring and amplifying the voices of the local community are critical in the fight against climate change. We know that the negative impacts of climate change will not be evenly distributed across all people, locally or globally, and environmental harms have been disproportionately borne by people and communities of color. It is essential for conservation efforts to build climate resiliency in ways that advance environmental justice and equity for our most disenfranchised communities. To achieve this, we must focus on outreach and education to inspire the next generation and engage with members of the local community to work together to protect the species and habitats in their own neighborhoods.

We will also foster a culture and structure within the Aquarium to support and integrate conservation by:

- Growing capacity in Conservation and Policy department.
- Encouraging participation in research and conservation across all teams.
- Cross-training field staff in animal husbandry and behavior to increase collaborative potential.
- Maintaining an active and engaged Board of Trustees.
- Seeking investment in our focus areas through grants and donations.
- Communicating our strategy to multiple audiences, including policymakers and Aquarium guests, members, investors, and students.

¹ An ecosystem is a collection of interacting organisms and their environment in a given place.

² The watershed is the area of land where precipitation that falls there ultimately drains into a body of water.



FOCUS 1:

Coastal and Benthic Habitats

Restore the Sound's coastal and benthic habitats for a resilient future amidst climate change.

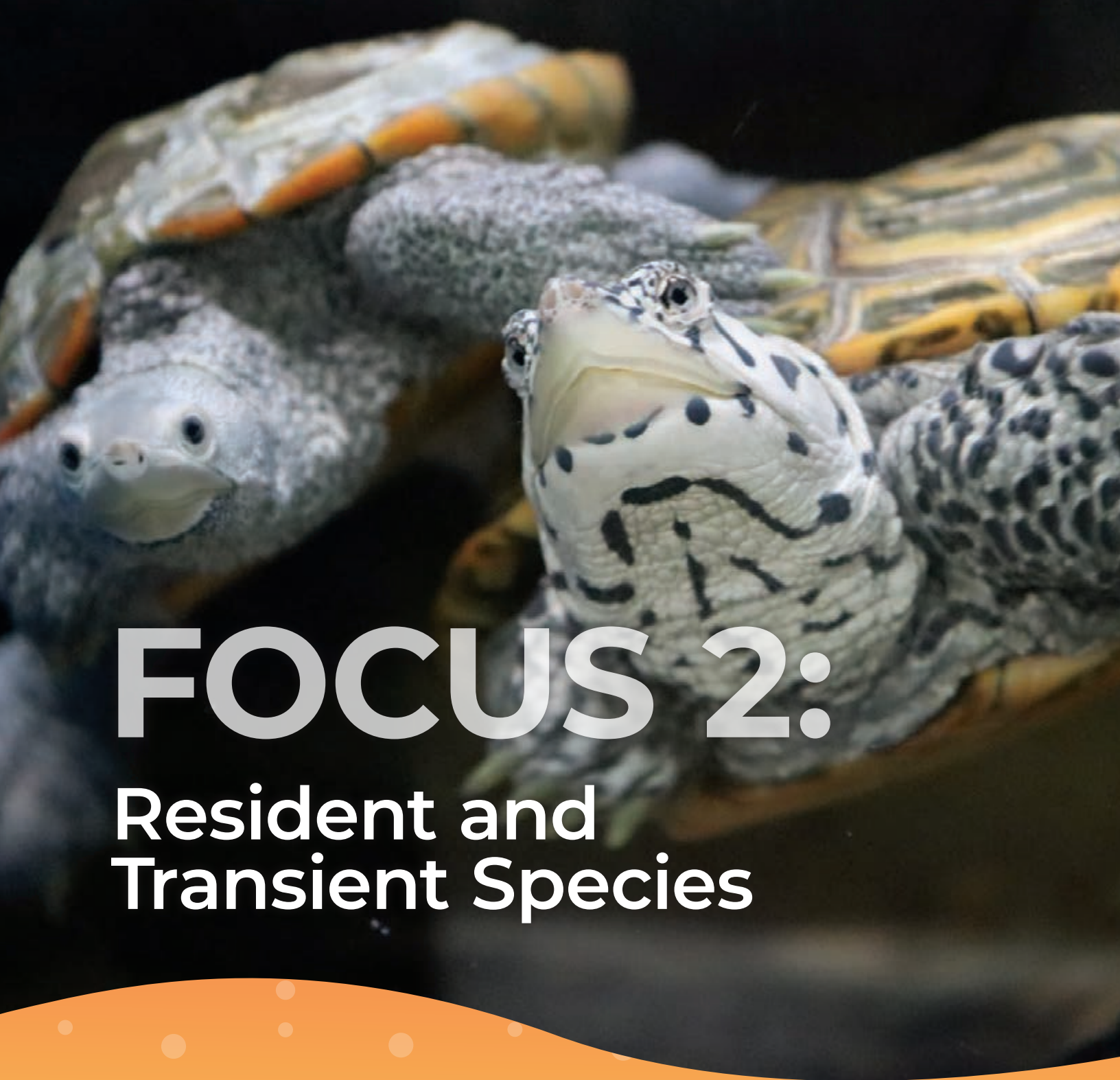
As declared by the U.S. Congress to be an "Estuary of National Significance," Long Island Sound is one of the most critical estuaries in the nation providing valuable habitat in addition to its recreational and commercial uses. The Sound provides habitat for more than 170 species of finfish, birds, and other animals. Climate change, including sea-level-rise and increasing temperatures, is jeopardizing our local natural ecosystems and requires direct and immediate action. The threats presented by climate change exasperate other local impacts such as pollution, eutrophication, and direct physical damage to these habitats by people. Coastal and benthic³ habitats (e.g., salt marshes, seagrass beds, soft-sediment communities, and rocky shores) are particularly threatened, and they serve ecological roles of disproportionate importance relative to their size.



We will:

- Conduct ecological field research to understand and quantify the response of coastal and benthic habitats to climate change and other human impacts.
- Lead and partner with others in monitoring and restoration efforts in these habitats in Long Island Sound.
- Support adaptive management of these habitats for a resilient future through data analysis, synthesis, and sharing.
- Promote the prioritization of these habitats in regional management.

³ A "benthic" habitat is one at the bottom of a body of water.



FOCUS 2:

Resident and Transient Species

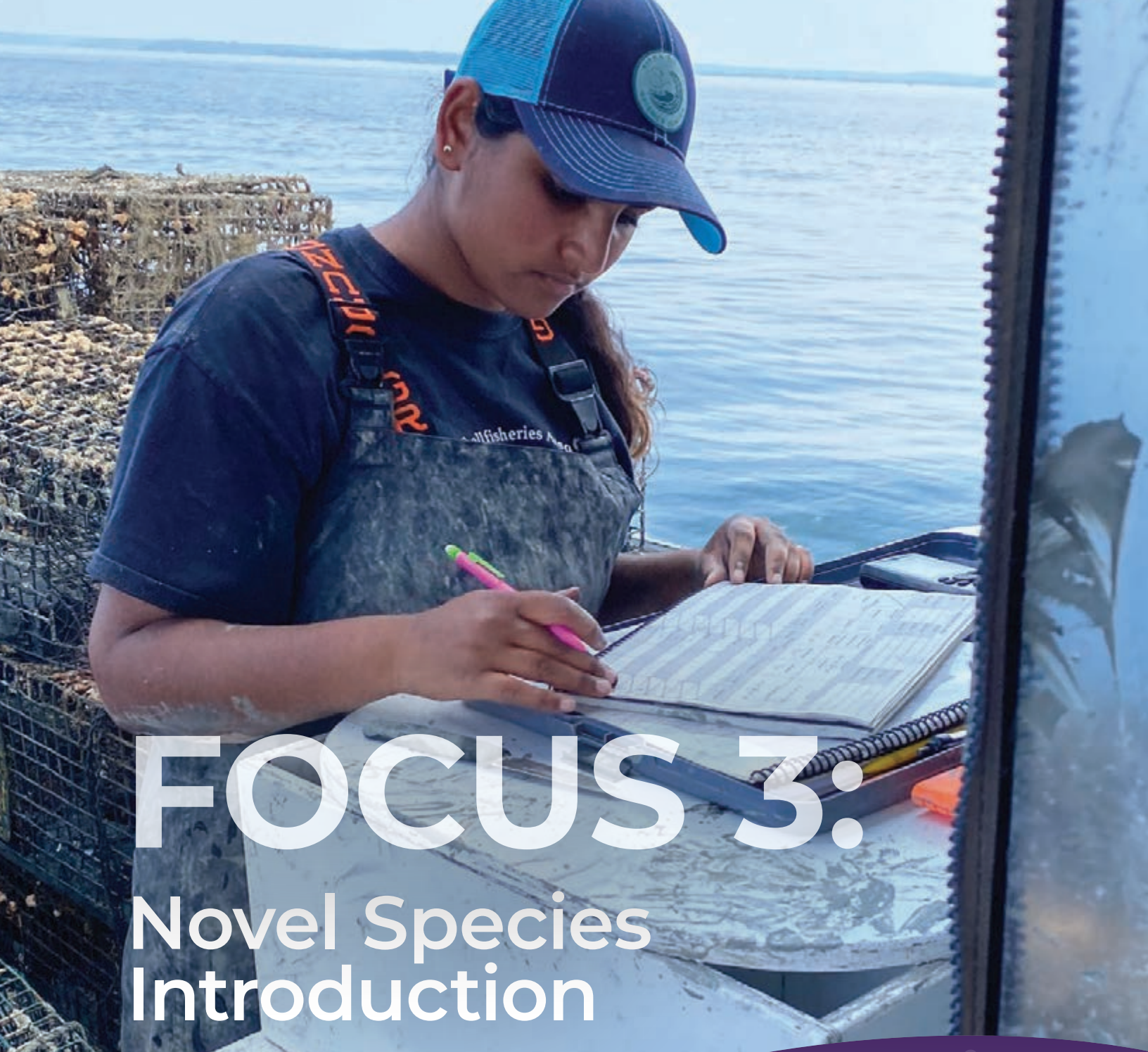
Protect the Sound's resident and transient species, especially those that are endangered or at particular risk of local extinction.

Many of Long Island Sound's resident and transient species are currently labeled as threatened or endangered or face numerous challenges, such as loss of available habitat, reduction in quality of existing habitat, declines in food sources, and overharvesting. Most of these problems are anthropogenic and partly climate-driven. Protecting these threatened species is paramount to preserving our local biodiversity as well as the ecosystems beyond the Sound that connect many of these species through migration and life history dynamics.

We will:

- Support the health of local animal populations by protecting and restoring their habitats (see Focus 1).
- Lead and support monitoring, rescue, and rehabilitation efforts for local species.
- Support adaptive management of at-risk species through data collection, analysis, synthesis, and sharing.
- Promote the prioritization of at-risk species in regional management.





FOCUS 3:

Novel Species Introduction

Reduce the rate of human-induced species invasions and mitigate the negative effects of species invasions and climate-driven range expansions on the Sound's native populations.

Invasive species from human-mediated introductions (e.g., ballast water, pet trade, and food) have significant impacts on ecosystems. With climate change, we expect the ecological balance of the Sound will be further upset by climate-mediated range shifts. Invasive species in Long Island Sound, which include sea squirts, algae, and crabs, compete with native species for food and habitat. Invasions accelerate the loss of climate-stressed native populations, which play key roles in their respective food webs and provide critical ecosystem services. We must work to reduce human-mediated species invasions in the Sound and develop more robust monitoring networks to mitigate the effects of these invasions. The multitude of direct and indirect ways that humans drive the establishment of harmful invasive species makes it imperative that we work to understand and stop introductions when possible.



We must work to reduce human-mediated species invasions in the Sound and develop more robust monitoring networks to mitigate the effects of these invasions.

We will:

- Conduct field research on the impact of species introductions in the Sound.
- Use existing long-term datasets to analyze trends in native and non-native species, and formulate research questions on potential drivers and mitigation opportunities.
- Support management of non-native species through data collection, analysis, synthesis, and sharing.
- Support policies that will protect native species from the consequences of species invasions and climate-driven range expansions.

FOCUS 4:

Inspiring Stewardship and Community Action

Educate and inspire the public to become strong stewards of the ocean, including the Sound, through community science, educational programs, interpretation and experiences within our facilities, public outreach, and advocacy relating to public policies and personal choices.

Engaging the public through community science initiatives, hands-on learning, and volunteer opportunities is essential to developing vibrant, resilient communities.

We will:

- Seek to connect our audience with opportunities to use their voice to advocate for local, state, and national legislation that will protect the Sound ecosystem, recognizing and centering environmental justice and vulnerable communities in our approach.
- Inspire our visitors to leave the Aquarium as better stewards than when they arrived in order to make informed choices and take individual action to protect the environment.
- Provide opportunities for the public to directly assist with research projects being conducted in their local communities.
- Develop education programs and exhibit content aligned with our goals, values, and current research, thereby increasing climate and environmental literacy among our audience of over 450,000 visitors and 50,000 students annually.
- Draw our audiences into our mission by creating appreciation and empathy for Long Island Sound and the global ocean, and by inspiring participation in stewardship.⁴
- Conduct educational presentations at schools and other institutions, providing engaging and interactive lessons to students, with a focus on serving populations historically excluded or underrepresented in science and conservation.
- Offer paid internships that provide professional experience working in conservation.
- Utilize marketing and outreach to create awareness and ultimately promote action to be taken, incorporating visualization of data from our conservation projects where relevant to engage the public.
- Partner with environmental justice leaders to bolster local on-the-ground efforts to protect vulnerable communities and provide equitable access to the Sound and its natural habitats.

⁴From *The Maritime Aquarium Interpretive Plan*, 2022. Please see this document for additional information on the integration of conservation into institutional interpretation (e.g., exhibits, education).

FOCUS 5:

Collection Connections

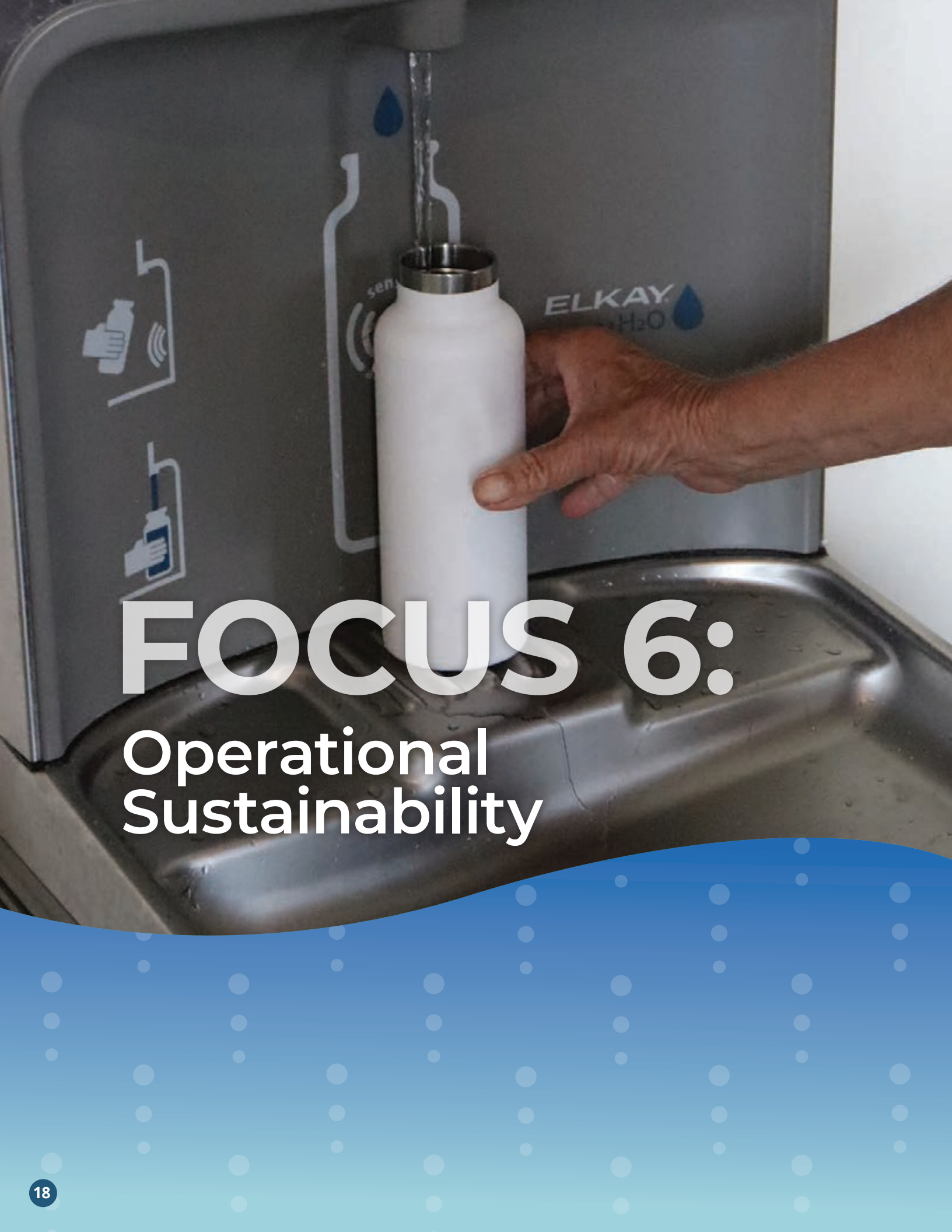
Make connections between our animals and the wild by supporting conservation of the Long Island Sound species that call the Aquarium home.

Our animal collections are central to our educational and engagement efforts. When exhibits and galleries have clearly defined connections to the wild animals and ecosystems that they represent, powerful educational opportunities can be realized. Lasting impact from experiences provided by zoos and aquariums are critical to fostering an environmentally conscious public. To maximize this impact, a holistic approach to gallery design and signage is needed, one that encompasses our educational programs and active conservation efforts.

We will:

- Develop exhibits with a central theme of conserving and saving species in the wild that have clear and engaging signage and information for guests that places each gallery within the context of the natural ecosystems that they represent.
- Align our animal exhibits, educational programs, and ongoing research efforts through common theming and messaging focused on climate change and other human impacts.
- Integrate our field conservation work into relevant aquarium exhibits to maximize public visibility and to encourage community involvement.
- Prioritize the animals in our collection when evaluating field research opportunities and, conversely, consider opportunities to incorporate the animals studied in our field research in our collection planning where appropriate.
- Actively support the *Association of Zoos and Aquariums Saving Animals from Extinction (SAFE)* initiatives for species in our collection.
- Conduct research—both opportunistic (e.g., veterinary case reports, physiological reference values for understudied species) and planned (e.g., ethological studies on animal behavior, growth and longevity studies on understudied species, management of geriatric species)—on our animal collection to advance the science of animal husbandry and veterinary care.





FOCUS 6:

Operational Sustainability

Adopt operational practices that focus on sustainability and reduce our carbon footprint, waste, and other environmental impacts.

The operation of an aquarium requires a substantial amount of electricity to maintain the life support systems of its exhibits 24 hours per day, 365 days per year. Our power use, in addition to the waste generation that comes with being open to the public, contributes to the size of our carbon footprint. Our goal is to minimize our waste generation and maximize our use of renewable sources of power, showcasing the environmental goals for which we advocate.



We will:

- Uphold our pledge to reach carbon neutrality through the Aquarium Conservation Partnership's Climate Commitment by 2035.
- Actively seek ways to further reduce our reliance on single-use plastics in the building and replace plastic products with biodegradable alternatives.
- Increase sustainability in our café by working with our vendor to offer menu items that have lower environmental impacts along the path from the farm or sea to table.
- Seek operational changes across all departments that will reduce waste and energy use.

The Maritime Aquarium's Unique Position

Broadly, zoos and aquariums are highly trusted sources for scientific information and impactful in relaying conservation messages to visitors⁵, and as a result, we have both the opportunity and responsibility to engage our audiences actively and effectively in the themes defined in this plan to promote environmental literacy. Our unique combination of in-house expertise on the species, habitats, and ecology of Long Island Sound, engagement with regional managers, and strong local and regional partnerships makes us well positioned to conduct this work and make a demonstrable impact. As the only Aquarium focused on Long Island Sound, and physically located right on the banks of Norwalk Harbor, the activities described in this plan are a perfect fit for our institutional resources and expertise.

At The Maritime Aquarium, the Sound's species form the core of our animal collection and exhibits. Protecting these and other species in the wild, and inspiring the public to understand and value these animals, is why we exist. Through collaboration with our exhibits, education, animal husbandry, operations, and conservation teams, we are constantly improving and expanding our exhibit offerings. With 75 live exhibits and over 7,000 animals housed within our walls, we provide numerous opportunities for guest engagement and education. We offer world-class educational opportunities both in and out of the aquarium, in-person and virtual, and on and off the water, to students ranging from early preschool to college and to guests of all ages. We have the opportunity to raise awareness and share relevant

opportunities for public action with our annual audiences of 450,000 visitors and 50,000 students. We leverage our marketing and communications reach to inform the public about our programs, exhibits, conservation efforts, and relevant scientific topics to promote awareness and environmental literacy.

Having expertise in scientific research, animal care, and education across our team will enable us to bridge multiple disciplines based on the needs of particular conservation issues in a way that other organizations might not. Our public reach enables us to turn our guests and our volunteers into community scientists who can assist by directly participating in conservation work. Our proximity to the Sound right outside our door, as well as the availability of our two research vessels for projects within and outside of our local harbor, enables us to readily explore the Sound for fieldwork and public engagement.



⁵ Falk, J.H.; Reinhard, E.M.; Vernon, C.L.; Bronnenkant, K.; Deans, N.L.; Heimlich, J.E., (2007). Why Zoos & Aquariums Matter: Assessing the Impact of a Visit. Association of Zoos & Aquariums. Silver Spring, MD.

We are uniquely well positioned to successfully address these conservation issue areas, as evidenced by our prior work:

FOCUS 1: We have led applied field research to understand differences in the structure and function of restored and natural salt marshes and the role of plant genetics in driving those differences. We have explored changes in salt marsh resilience with predicted warming. Partners on these research projects have included Harbor Watch, Sacred Heart University, and Northeastern University. We have also studied options for installation of a living shoreline in Norwalk Harbor, in partnership with the City of Norwalk and the Norwalk River Watershed Association.

FOCUS 2: Through our "Biodiversity Database," we have worked with organizations across the Sound to aggregate and share local species data collected through our vessel-based monitoring of Norwalk Harbor. For more than 20 years, we have routinely conducted biological monitoring through our marine life cruises on our vessel. We have participated in numerous collaborative efforts for species conservation with other members of the Association of Zoos and Aquariums to protect species, including sand tiger sharks, sea turtles, corals, and horseshoe crabs. Our conservation and husbandry teams continue to work with industry and research partners to better understand the issues these animals face and to increase the long-term success of conservation efforts. Recent examples of our efforts include Barrens topminnow propagation and the Florida Reef Tract Rescue Project.

FOCUS 3: We have worked with regional partners to monitor non-native species in Long Island Sound, such as the mitten crab. Such monitoring provides a greater understanding of the scope and severity of invasive species in our local waters and are the first step to developing management plans to reduce their negative impacts. Our research vessel-based nekton monitoring program has built one of the longest-running datasets in the Sound on species abundance and composition, a baseline against which climate-driven changes can be compared.

FOCUS 4: We are one of over 20 organizations conducting water quality testing of harbors around Long Island Sound, as part of the Unified Water Study. This community science project provides critical monitoring efforts that provide comparable information on the current health of the most utilized parts of the Sound. In addition, we have acted in a leading local role in multiple regional to national community science programs that engage our community in hands-on field data collection, such as Frog Watch and the City Nature Challenge. Recent education programs include "Sound Resilience – Get on Board!," which offered more than 2,000 middle and high school students hands-on experiences related to extreme weather and climate change.

FOCUS 5: We have connected our collection animals to wild animal conservation through our community science programs Terrapin Trackers (Diamondback Terrapin) and Project Limulus (Atlantic Horseshoe Crab), both of which engage the public in hands-on ways in the field conservation of these species. We have incorporated lobster traps into our floor exhibits to facilitate conversations about marine debris, which presents an opportunity to share information about our own field research program to recover lost and abandoned lobster traps from the bottom of the Sound. We are also incorporating our field research themes and findings into the development of a new salt marsh exhibit.

FOCUS 6: We strive to utilize green practices in our daily operations and to upgrade to more climate-friendly power alternatives. As ocean stewards, it is vital for us to reduce our plastic waste and pollution to net zero, while inspiring behavior change in our visitors that will improve our collective impact. We have already begun to reduce plastic waste generation by removing plastic products from both our cafés and gift shop. We are now 97 percent single-use plastic free. We have doubled our renewable power generation through an additional investment in our solar panel array, which now produces 130kw of power. HVAC upgrades to our building have improved our air conditioning and heating efficiency, reducing our annual power usage. We have also signed the Aquarium Conservation Partnership's Climate Commitment, through which we will inventory our greenhouse gas emissions, implement strategies to further reduce our emissions, and work towards a goal of net zero CO₂ emissions.

Measures of Success

We will define and measure success using the criteria described described in this plan and aggregated in the table below. Progress against these targets will be quantified by each metric and evaluated annually by the Aquarium's Senior Staff and presented to relevant committees of the Board of Trustees.

Focus Area	2028 Target	Annual Evaluation Metrics	Focus Area	2028 Target	Annual Evaluation Metrics
1 Coastal and Benthic Habitats	The Aquarium is a regional leader in coastal and benthic ecology and is actively leading both applied research and habitat restoration projects across the Sound with partners, and using our voice to promote policy that supports this focus area.	# related research projects underway/completed # sites restored # related data analysis/synthesis projects underway/completed # related policy letters/testimonies contributed	4 Inspiring Stewardship and Community Action	The Aquarium leads a strong and annually growing network of community science initiatives and education programs that provide opportunities to engage our entire audience, with climate change being the driving theme.	# community science programs and participants underway/completed # volunteers engaged # related education programs underway/completed # paid internships offered # instances of engagement on social media postings related to conservation topics
2 Resident and Transient Species	The Aquarium is a regional leader in the population ecology and rescue of Long Island Sound species and is actively leading both applied research and rescue/rehabilitation projects in the Western Sound, and using our voice to promote policy that supports this focus area.	# related research projects underway/completed # local species monitored, rescued, and/or rehabilitated # related data analysis/synthesis projects underway/completed # related policy letters/testimonies contributed	5 Collection Connections	The Aquarium's exhibits, education programs, and conservation work are united under one shared voice and direction, with seamless integration between our activities, interpretation, and the needs of our collection animals in the wild.	% exhibits with signage linking to current field conservation activities % exhibits with interpretation exploring climate change # field programs focusing on species in our exhibits # hours spent by staff and volunteers supporting AZA's SSPs and SAFE programs.
3 Novel Species Introductions	The Aquarium is playing a supporting role with regional partners in studying and analyzing data on novel species introductions in the Sound, and using our voice to promote policy that supports this focus area.	# related research projects underway/completed # novel species monitored and/or reported # related data analysis/synthesis projects underway/completed # related policy letters/testimonies contributed	6 Operational Sustainability	The Aquarium is on target to reach our net zero goal and is making annual changes to our operations as more sustainable options are identified. Environmental impact is a filter through which all operational decisions are made across the institution.	% ACP Climate Commitment goals met # operational changes made to support plan goals % gift shop and café items aligned with plan goals

Acknowledgements

The following Aquarium staff members contributed to the authorship and review of this plan:

- | | |
|------------------|--------------------|
| Bridget Cervero | Jason Patlis |
| Barrett Christie | Rebha Raviraj |
| Sarah Crosby | Justin Susarchick |
| Amy Diaz | Rachel Stein |
| Tom Naiman | Danielle Tranzillo |

The Board of Trustees of The Maritime Aquarium at Norwalk (as of May 2023):

- | | |
|-------------------|-------------------------|
| Philip Barbagallo | Jim Hall |
| Neil Beup | Melissa Joan Hart |
| Brian Bidolli | Richard Hokin |
| Norm Bloom | Natalie Little |
| William Burnham | Deborah McLean |
| Lee Caney | Kathryn Bowler Mitchell |
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| Cheryl De Vonish | Timothy Pettee |
| EmmaKate DiNardo | Michael Reilly |
| Clayton Fowler | Harry Rilling |
| Sharon Giese | Diane Schlinkert |
| Ann Gilmartin | |



The Maritime Aquarium at Norwalk’s Research and Conservation Committee (as of May 2023):

- | | |
|-------------------------|-------------------|
| Richard Alexander | Richard Harris |
| Neil Beup | Melissa Joan Hart |
| Norm Bloom | Richard Hokin |
| William Burnham (Chair) | Natalie Little |
| Clayton Fowler | Michael Reilly |
| Mark Fowler | |

The Jeniam Foundation is thanked for their generous support, which made the development of this plan possible, and their longstanding commitment to conservation in Long Island Sound.





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An Aquarium Without Walls

**Strategic Plan
2024-2034**



Table of Contents

Our Identity	2
A Decade of Transformation	4
Our Goals and Objectives	8
Our Organizational Strengths	20
Our Inspiration	23
Acknowledgments	24

The Maritime Aquarium at Norwalk was established in 1988 to lead the revitalization of South Norwalk and to celebrate the maritime heritage of the region. Since then, the Aquarium has grown to be one of the most important tourist attractions in the state, a national leader in STEM education, and a voice for conservation of Long Island Sound.

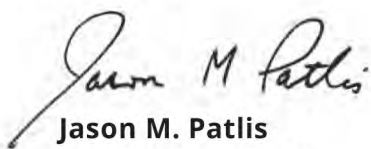
As we celebrate our 35th anniversary and look to the future, The Maritime Aquarium once again seeks to revitalize our community and to create a new culture of stewardship within Norwalk and beyond. More than ever, we see economic disparity and uncertainty affecting the lives of people in our region, and we are experiencing the increasingly severe effects of climate change on Long Island Sound, our communities, and the planet. These and other urgent issues demand our action; they compel us to transform our mission and to adopt bold new strategies and objectives.

To address both the environmental and social challenges facing us, we must repair and strengthen critical connections to the natural world, and to one another. For The Maritime Aquarium, we see those connections being made through Long Island Sound and the ocean itself. After all, it is from the ocean that all life arose and on which all life depends; it is the ocean that has shaped our human existence and civilization over time; and it is Long Island Sound that has shaped our region today.

In the first three years of our strategic plan, we will focus on breaking down physical walls and connecting families to the wonders of marine life through new activities and partnerships on the water and along the coastline. In later years, we will focus on breaking down conceptual walls and connecting people of all ages to Long Island Sound's dynamic ecosystem by integrating live exhibits with immersive, interactive storytelling through the arts, humanities, and culture.

Our vision for the future includes expansive growth and a paradigm shift—one that transforms the traditional definition, role, and impact of an aquarium. Going forward, The Maritime Aquarium will bring people together and foster meaningful, personal connections to Long Island Sound and the ocean in ways that will inspire us to care for each other and care for the ocean, with lasting benefits for ourselves and future generations.

Sincerely,



Jason M. Patlis
President and CEO



Clayton Fowler
Chair, Board of Trustees



Our Identity

Photo: Dylan Salamone, Animal Husbandry

Since fish were kept in porcelain bowls thousands of years ago, aquariums have featured exotic marine life. Even as aquariums have expanded their missions and programs to include a conservation mandate, their focus has remained on the natural world, marine life, and biodiversity.

Yet the ocean represents more than exotic and beautiful animals. It has inspired humanity through the millennia, in art, music, and literature. It has shaped our history, heritage, culture, cuisine, and economy. Because the ocean has defined our civilization as it is today, we must convey the full meaning of the ocean and its biodiversity on the human experience.

The world has changed over the past 35 years and so has The Maritime Aquarium. This new, 10-year strategic plan is ambitious, and was developed over months of consultation with internal and external stakeholders—locally, regionally, and nationally. It will guide our way forward as we reimagine our world-class exhibits, hands-on educational programs, and groundbreaking conservation efforts.

At the same time, we have refreshed our vision, mission, and values to better reflect our purpose, what we want to accomplish, and how we will foster both individual and cultural connections with the ocean, both inside and outside the Aquarium's walls. Our new mission reflects a commitment to the health and wellbeing of people and our community that is inseparable from our commitment to the health and wellbeing of Long Island Sound, its wildlife, and nature on a planetary scale.

VISION

Ocean protected. Lives connected.

MISSION

Ignite a connection to Long Island Sound and the ocean to enrich the lives of all people and inspire action to protect our blue planet.

VALUES

- Act with **integrity** and strive for **excellence** in all we do.
- Prioritize **wellness** and **safety**, both physical and emotional, for our animals, people, and community.
- Work in **partnership**, internally and externally, with **inclusion**, **respect**, and **enthusiasm**.
- Deliver **innovative** and **sustainable** solutions by pursuing new ideas, adapting, and improving.



Photos: Emily Lavin, Marketing and Communications



A Decade of Transformation

This strategic plan charts the Aquarium’s transformation from its traditional focus on marine life and biodiversity to one that explores the Sound through the region’s rich history, heritage, and culture. **Our goals over the next 10 years are to:**

GOAL 1

Reimagine the Aquarium Experience by promoting empathy and unity with Long Island Sound and the ocean through immersive and unique multidisciplinary experiences.

GOAL 2

Foster Lifelong Learning and Environmental Stewards by inspiring curiosity and innovation through the motivating power of live animals and the wonders of the marine world.

GOAL 3

Protect the Wildlife and Natural Habitats of Long Island Sound by creating a resilient Long Island Sound ecosystem where its species and habitats are protected, restored, and prioritized, and that serves as a model for conservation efforts elsewhere in the nation and the world.

GOAL 4

Engage with our Community Near and Far by serving as a cornerstone, resource, and inspiration to bring members of the community together for a common purpose of enriching lives through a connection to the natural world.

Through these connections, we will create an awareness of the existential value of the Sound—and inspire bold action to protect and sustain it for future generations. These priorities will guide our actions and transform our identity.

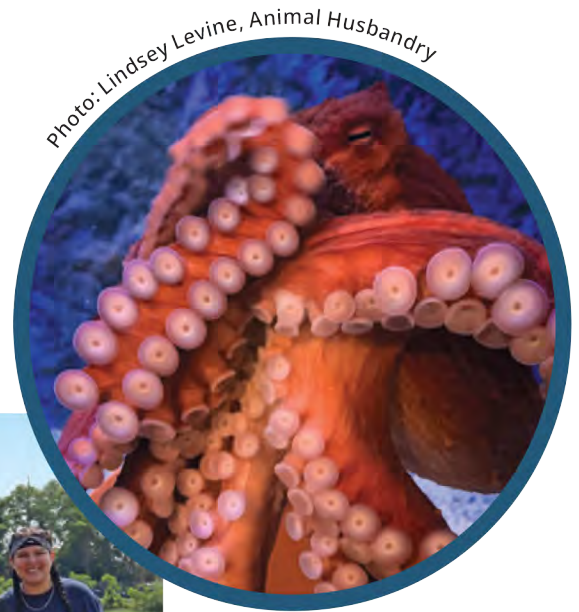
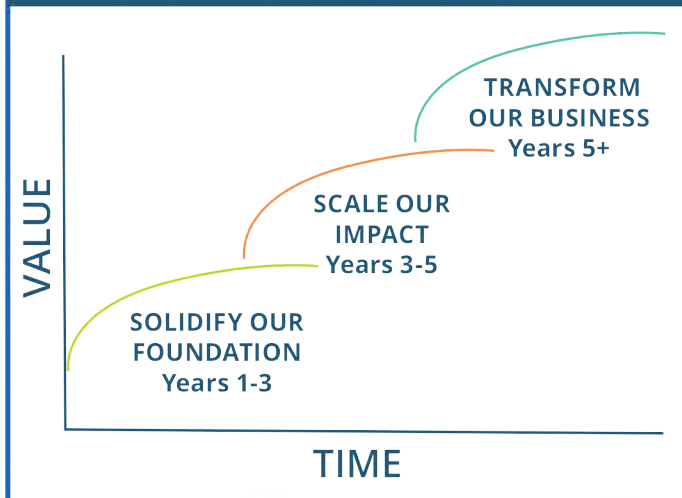


Photo: Brianne Faust, Marketing and Communications

OUR TIMELINE

OUR THREE HORIZONS



Inspired by The McKinsey Three Horizons for Growth.



Photo: Jenny McArdle, Animal Husbandry

YEARS 1-3

SOLIDIFY OUR FOUNDATION

During the first three years, the Aquarium will integrate and leverage each of the four goals in everything we do, building the foundation upon which we can both mitigate the immediate impacts of the WALK Bridge Project and set the stage for our future growth.

YEARS 3-5

SCALE OUR IMPACT

The Aquarium will build best practices; expand the depth and breadth of our programs and exhibits; extend our reach nationally, beyond Connecticut and the region; and increase our impact on children, families, and communities.

YEARS 5+

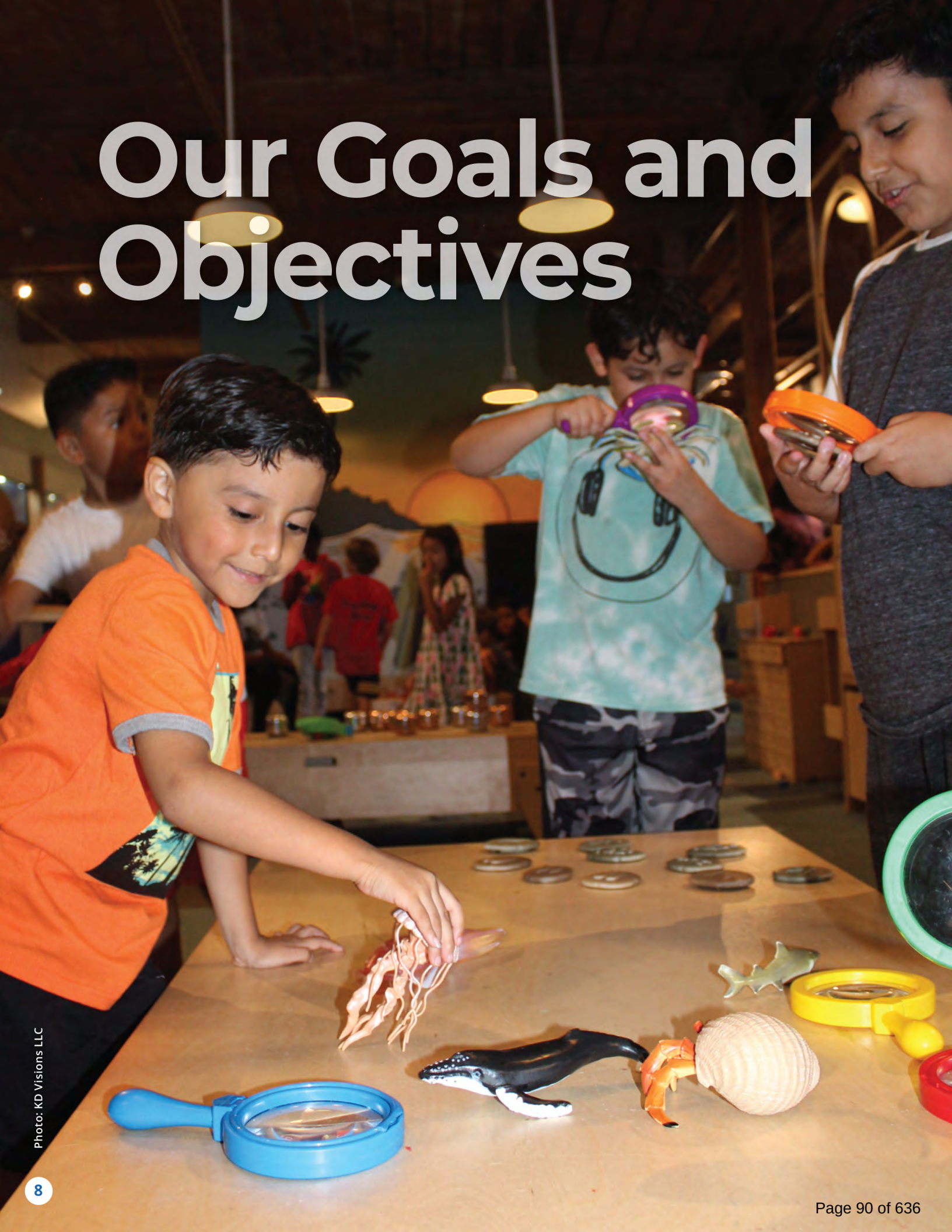
TRANSFORM OUR BUSINESS

In five years, the Aquarium will have created new connections between the ocean and ourselves, and will continue to ensure that our exhibits, programs, and activities showcase how marine life, and the ocean itself, have shaped natural and human history, as well as society at large.

The WALK Bridge is a railroad bridge that crosses the Norwalk River adjacent to the Aquarium, and carries every passenger train traveling between Washington, DC and Boston. At 127 years old, the bridge has reached the end of its useful life. Its replacement, and related railway improvements, is a significant undertaking led by the Connecticut Department of Transportation, and coordinated with local, state, federal and private partners. After nine years of planning beginning in 2014, its completion is projected by the State to be in 2030. To accommodate the construction, the Aquarium lost significant assets, including its IMAX Theater, original seal habitat and signature Long Island Sound exhibit, for which it received \$40 million to replace some of those losses, including a new 4D Theater and a new habitat for its harbor seals. However, the Aquarium still must replace the remaining lost assets, and take into account impacts to visitation, and lost opportunities during the construction period.



Our Goals and Objectives



Over the next decade, The Maritime Aquarium will transform not only what we do, but how we engage, motivate, and fundamentally connect with our community—locally and globally. We will redefine the concept of an “aquarium” by expanding beyond live animals and beyond our physical space to include exhibits and programs on art, history, and culture that demonstrate how Long Island Sound has shaped our lives, our society, and our history. In so doing, we will address the fundamental challenges in society today—a loss of connection to each other and a loss of connection to the natural world—and we will play a role in rebuilding these connections, enriching the lives of all people and protecting the ocean.



Photo: Dave Sigworth



Photo: Emily Lavin, Marketing and Communications

“The speed at which cultural, economic, and social changes occur requires that cultural institutions adapt much more quickly than in the past, and doing so requires that we be extremely creative, extremely bold, and push to the point we’re not comfortable. If we’re not uncomfortable, we’re not pushing ourselves hard enough.”

—Dan L. Monroe, Peabody Essex Museum

GOAL 1

Reimagine the Aquarium Experience

Promote empathy and unity with Long Island Sound and the ocean through immersive and unique multidisciplinary experiences.



We will:

YEARS 1-3

SOLIDIFY OUR FOUNDATION

- Add space for temporary exhibits, additional staff, and animal quarantine/health needs.
- Diversify and grow our audience geographically (to reach beyond a 60-minute drivetime radius) and demographically (to reach underrepresented and low income groups, and include multilingual interpretation).
- Enhance exhibit technology, paving the way for cutting-edge exhibitions.
- Establish new partnerships with organizations dedicated to outdoor recreation along and on our local waters, increasing access to the Sound for recreational, educational, and cultural experiences.

YEARS 3-5

SCALE OUR IMPACT

- Expand hands-on exhibits, offering guests a more interactive, immersive experience.
- Highlight the Aquarium's conservation research and reinforce connections to Long Island Sound in all exhibits.
- Leverage new partnerships and technologies to increase off-site experiences and engagements.

YEARS 5+

TRANSFORM OUR BUSINESS

- Integrate the living collection with new art, sculpture, science, and natural history exhibit elements.
- Create new exhibits and events that connect the Aquarium to the cultural traditions and arts of our diverse audience, especially underrepresented groups.
- Create new ways to present a "One World, One Health" approach, building understanding of the ways in which human and environmental health are inextricably connected.



“The role of an aquarium is to be a storyteller—take people to places where they cannot go—because storytelling leads to action and can change the world.”

—Terry Garcia,
Exploration Ventures

“Long Island Sound is such an important and incredibly diverse body of water in our back yard. We need to have the community understand how important this is and how to protect the biodiversity that we already have.”

—Aquarium Staff

GOAL 2

Foster Lifelong Learning and Environmental Stewards

Inspire curiosity and innovation through the motivating power of live animals and the wonders of the marine world.



We will:

YEARS 1-3

SOLIDIFY OUR FOUNDATION

- Diversify the content and delivery of interpretive and educational experiences for the community through expanded ambassador animal programs, community science, and educational technologies.
- Strengthen our cradle-to-career approach and deepen school partnerships, emphasizing the unique role the Aquarium can play in K-12 education and college/career readiness.
- Create and implement new, best-in-class PreK-12 programs that meet the needs of local educators; prioritize accessibility and affordability.



Photos: Dave Sigworth

YEARS 3-5

SCALE OUR IMPACT

- Increase informal and formal programming dedicated to building empathy and emphasizing the role of the Aquarium in safeguarding the wellbeing of our animals, our guests, community, and environment.
- Build capacity in nature-based education, taking programming beyond classrooms and the Aquarium's walls, and increase capacity to bring larger and more diverse audiences onto the water for unique personal experiences.
- Increase teacher training capacity, with a focus on climate change, environmental justice, and how the Aquarium's unique resources can support learning across the curriculum.
- Expand programmatic focus to include arts, humanities and social sciences, with approaches connected to the Sound and the ocean.

“Effective and lasting education is not simply to impart facts, but rather to impart a feeling of being valued.”

—Carl Safina, Ph.D.,
Safina Center and
Stonybrook University

YEARS 5+ TRANSFORM OUR BUSINESS

- Establish new community partnerships and collaborations, emphasizing educational approaches and innovations in response to local and regional challenges, such as climate resilience and infectious diseases, which bridge human and environmental health.
- Strive for every teacher and student in our region to see the Aquarium and Long Island Sound as true extensions of their classroom.
- Create certification programs for educators and the public in areas of unique expertise, such as early-childhood STEM, climate change, and Sound stewardship.
- Embrace the ocean's connection to all aspects of learning beyond STEM, including the blue humanities, blue economy, and blue technology, to create more holistic, inspiring and impactful experiences for audiences near and far.

*“The emergence of the **BLUE HUMANITIES** is a belated recognition of the close relationship between modern western culture and the sea...We have come to know the sea as much through the humanities as through science.*

The sea lurks in the imaginations of millions, if not billions, of people who will never test its waters... The manner in which this occurred and the significance it holds for modern culture and society is only just beginning to dawn on us. This is the domain of the blue humanities, open, like the sea itself, to further exploration.”

—John R. Gillis, Historian

Source: <https://www.neh.gov/humanities/2013/mayjune/feature/the-blue-humanities>

Photo: Emily Lavin, Marketing and Communications



Photo: Nicole Insolia, Education

“ I believe education is a very powerful tool that can be used to invoke change in the world, especially on the topic of marine life and marine conservation.”

—Aquarium Staff

“ I think The Maritime Aquarium, in connection with the local school district, has become an integral component of the learning experience of our students.”

—Aquarium Stakeholder



GOAL 3

Protect the Wildlife and Natural Habitats of Long Island Sound

Create a resilient Long Island Sound ecosystem where its species and habitats are protected, restored, and prioritized, and that serves as a model for conservation efforts elsewhere in the nation and the world.



We will:

YEARS 1-3

SOLIDIFY OUR FOUNDATION

- Bolster the protection of the Sound's wildlife and habitats against climate change through research, monitoring, data synthesis, and restoration.
- Support responsive and responsible management of the Sound's natural resources through actionable science and data generation.
- Strengthen the connections between the Aquarium's resident animals and those in the wild through integration of conservation into exhibit interpretation, public education programming, and the prioritization of Aquarium species into field conservation projects.
- Catalyze public awareness and advocate for policies to address climate change and other environmental threats and expedite solutions.

YEARS 3-5

SCALE OUR IMPACT

- Build and lead collaborative networks around the Sound to build resilience against climate change impacts.
- Lead and support monitoring, rescue, rehabilitation, and adaptive management efforts for local species at risk.
- Address issues exacerbated by climate change, such as species invasions and environmental justice.

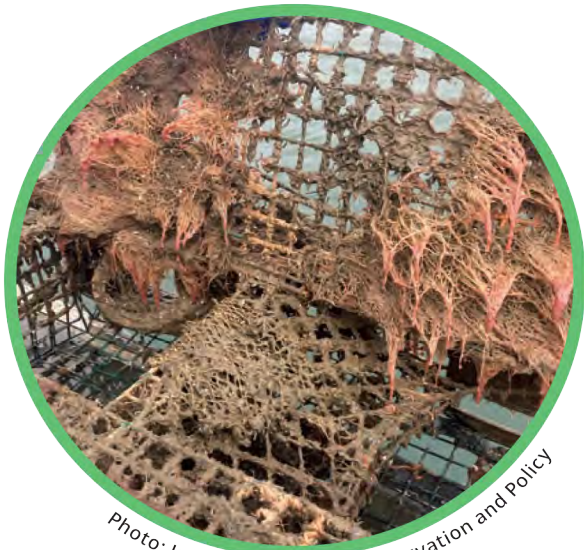


Photo: Justin Susarchick, Conservation and Policy

“Becoming a conservation organization is good for business; it raises your brand equity, drives loyalty, and helps the public take action.”

—Julie Packard,
Monterey Bay Aquarium

“I would like to see more opportunities for the local community to engage in events that focus on cleaning, protecting, or learning about the Sound.”

— Aquarium Staff

“People living near Long Island Sound are not [necessarily] connected to it. We can make climate change more meaningful by tying it to impacts on the Sound.”

— Aquarium Staff

YEARS 5+

TRANSFORM OUR BUSINESS

- Apply the lessons and success of our conservation efforts in Long Island Sound as a model for conservation of urban estuaries and coastal waters elsewhere in the nation and the world.
- Implement operational changes across the institution that reduce waste and energy use, ensuring that the Aquarium is a model for sustainability and embodies the environmental goals for which we advocate.

GOAL 4

Engage Our Community Near and Far

Serve as a cornerstone, resource, and inspiration to bring members of the community together for a common purpose of enriching lives through a connection to the natural world.



We will:

YEARS 1-3

SOLIDIFY OUR FOUNDATION

- Prioritize Diversity, Equity, Accessibility and Inclusion (DEAI) as a key factor in all institutional decision making.
- Pursue opportunities to hear from our community, and design programs and activities that align with community needs.
- Create programs and activities that break down access barriers for marginalized groups.
- Increase our visibility and engagement within the national community of aquariums and zoos.



Photo: Dave Sigworth

YEARS 3-5

SCALE OUR IMPACT

- Strengthen partnerships with key Norwalk institutions that address the needs of all community members.
- Strengthen partnerships with other cultural institutions throughout the region.
- Play a greater leadership role with the Association of Zoos and Aquariums and the Aquarium Conservation Partnership.

YEARS 5+

TRANSFORM OUR BUSINESS

- Serve as community convener for topics related to our work, building partnerships among community organizations beyond the Aquarium.



Photo: Karina Tarnawsky

“An aquarium has to be more these days. We have to think about the ways in which the ocean impacts human life.”

—Aquarium Stakeholder

“We need to provide more opportunities for community members to affordably engage with the natural and diverse ecosystems at, and around, the aquarium.”

—Aquarium Staff

Our Organizational Strengths

Each of the strategic plan's four goals is dependent upon having a strong organization. Throughout this plan period, we will deepen the Aquarium's resilience and organizational health by nurturing our team and exceeding best practices in animal care, guest experience, and non-profit management.

We will:

- Set the bar for excellence in animal care, welfare, wellbeing, and management;
- Build and maintain a best-in-class team that prioritizes occupational excellence and acts on innovative solutions;
- Create a culture of belonging that nurtures, supports, and retains our team;
- Build our fiscal sustainability through a diversified and growing revenue portfolio;
- Improve resources, including technology and infrastructure, and enact processes and practices that are efficient; and
- Identify and adopt sustainable operational practices that reduce our carbon footprint, waste, and other impacts, setting us on a course to reach carbon neutrality by 2035.

“Young people are the future. They're going to be voting and making decisions about where the money goes. If we don't get them excited about the outdoors, how will we continue to get funding or get people to come here?”

—Aquarium Stakeholder

“We can create a culture of conservation by encouraging staff to reduce their carbon footprint and making our facility more green—from installing light sensors in offices, composting in cafes and work spaces, eliminating single-use plastics, planting native landscaping that is chemical free and more.”

—Aquarium Staff



Photo: Kyle Manley



Photo: Emily Lavin, Marketing and Communications



Photo: Dave Sigworth

Conclusion

The goals and objectives in this plan are both ambitious and bold, and in addition to our organizational strength, will require considerable resources and collaborative efforts. To succeed, we must work outside our comfort zone, increase the breadth and depth of our own capacity, secure significant funding, and work together with partners to increase our collective impact.

Over the next 10 years, The Maritime Aquarium will transform into a center for the community to explore all aspects of Long Island Sound and the ocean beyond, with an eye to celebrating and protecting them for future generations. New exhibits, programs, and experiences will create fresh opportunities for hands-on learning, enhance personal and cultural connections to the ocean, and foster an appreciation for the region's dynamic ecosystem.

And through this growth and transformation, we will explore all aspects of our own human identity as it is defined by the ocean, beginning with our local waters of Long Island Sound. It is only by making this connection between the ocean and the human experience that we can attain a new understanding of the importance of the ocean—and thereby create new motivation yet unattained, to protect the ocean—for the future of the planet and ourselves.

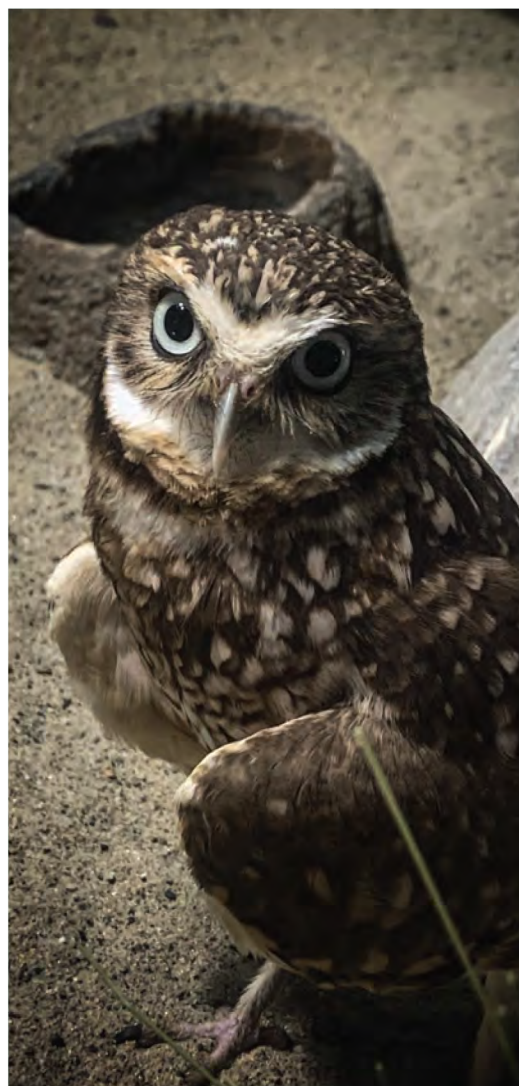


Photo: Lindsey Levine, Animal Husbandry

Our Inspiration

Emerging from the global pandemic in early 2022, and still under the shadow of the WALK Bridge Project, the leadership of The Maritime Aquarium recognized the need for a new and bold strategic vision in June 2022, and convened an ad-hoc Strategic Planning Committee to work with management on this initiative. Following an internal survey of the Trustees and a competitive national search for a firm to assist in this effort, the process began in earnest with the selection of Canopy Strategic Partners in November 2022. Extending from January to October 2023, that process consisted of four distinct phases, each building on the work and findings of the previous phase:

1. **Discovery**, to gather quantitative and qualitative data about the state of the Aquarium, its markets, and its aspirations;
2. **Opportunities**, to explore possible future directions for the Aquarium;
3. **Reality**, to establish priorities and confirm direction; and
4. **Action**, to identify a clear path forward.

From the outset, the hallmark of the strategic planning process was one of **inclusion**, bringing diverse voices—academics, artists, peers, partners, collaborators, funders, trustees, staff, volunteers, and community members near and far—to the forefront. To that end, we had **200** touch points with staff and volunteers and reached out to the following stakeholders through interviews, surveys, and focus groups: **27** community partners; **23** trustees; and **16** national thought leaders and experts on our Blue Ribbon Panels. Additionally, **1,175** consumers participated in market testing of the new strategic direction.

Each of these groups brought a unique perspective regarding the Aquarium's strengths and opportunities—and pushed us to think big and explore bold new directions for the future.

The Aquarium also hosted an 'Innovation Jam,' bringing together stakeholders to brainstorm new programs, experiences and exhibits, which were then extensively tested in a broad-based consumer research study to ascertain which concepts had the greatest appeal.

Finally, a qualitative organizational profile was compiled, examining trends over the past five years and identifying opportunities for growth across: visitor profiles, market penetration, and seasonality.

The extensive effort to listen, learn from, and engage with local, regional, and national leaders sets this strategy up for success by securing the buy-in of those who will be instrumental in implementing the plan and building relationships and connections with critical partners in the Aquarium's communities, both near and far.



Photo: AnnMarie Lisi, Education

Photo: Laura Pugliese, Volunteer

Acknowledgments

The Maritime Aquarium at Norwalk is grateful to all participants who contributed their time and insights during the planning process. In particular, The Maritime Aquarium wishes to thank the excellent team at Canopy Strategic Partners for their leadership and insights during this process.

We wish to thank the following individuals who participated in this process through dedicated meetings, surveys, and interviews:

The Board of Trustees of The Maritime Aquarium at Norwalk

Clayton Fowler, Chair

William Burnham, 1st Vice Chair

Neil W. Beup, 2nd Vice Chair and Chair, Strategic Planning Committee

Richard Hokin, Treasurer

Earl Mix, Assistant Treasurer

Novelette Peterkin, Secretary

Kathryn P. Bowler Mitchell, Assistant Secretary

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Norm Bloom

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EmmaKate DiNardo

Sharon Giese

Ann Gilmartin

Jim Hall

Melissa Joan Hart

Natalie S. Little

Deborah C. McLean

Timothy Pettee

Michael Reilly

The Hon. Harry Rilling

Diane Schlinkert

Staff of The Maritime Aquarium at Norwalk

Carlos Beamonte, Director of Facilities

Bridget Cervero, Associate Director of Education

Dr. Sarah Crosby, Director of Conservation and Policy

Amy Diaz, Director of Marketing and Communications

Cristy Eagles, Associate Director of Guest Operations

Sarah Ferraro, Senior Accountant

Erik Holmberg, Associate Director of Life Support

Kimio Honda, Associate Director of Exhibits

Emily Lavin, Associate Director of Communications

Rosemarie Lombardi, Associate Director of People and Culture

Megan Loomer, Vice President of Finance

Moriah Lorusso, Database Administrator

Tom Naiman, Vice President of Education

Jason Patlis, President and CEO

Nicki Rosenfeld, Associate Director of Education

Rachel Stein, Associate Director of Animal Husbandry

Justin Susarchick, Conservation Project Manager

Danielle Tranzillo, Vice President of Philanthropy and Engagement

Jodi Trice, Director of Guest Operations

Dave Truedson, Chief Operating Officer



Photo: Sierra Vivian, Animal Husbandry

Partners

Tom Andersen, Connecticut Audubon Society
Jennifer Barahona, Norwalk ACTS
Eva Bartush, Brien McMahon High School Marine Science Academy
Deborah R. Coen, Ph.D., Yale University
Michele Conderino, Open Doors
Lamond Daniels, City of Norwalk
Justin Davis, Ph.D., Connecticut Department of Energy & Environmental Protection, Fisheries Division
Glenn Dobrogosz, Greensboro Science Center
Bob Duff, CT State Senate
Jennifer Dupont, Equinor
Dr. Alexandra Estrella, Norwalk Public Schools
Jane Faherty, JumpStart
LaToya Fernandez, City of Norwalk
Ramin Ganeshram, Westport Museum for History & Culture
Alexandra Ganim, Fairfield County's Community Foundation
Terry Garcia, Exploration Ventures LLC
David Green, Cultural Alliance of Fairfield County
halley k harrisburg, Michael Rosenfeld Gallery
Elizabeth Hoagland, Fairfield County's Community Foundation
Tripp Killin, Jeniam Foundation
Danny Loftus George, The Norwalk Conservatory
Sharon Lewis, Connecticut Coalition for Environmental Justice
Tom Livingston, Norwalk Mayor's Office
Jason Mancini, Ph.D., CT Humanities
Gregg Mangan, Ph.D., CT Humanities
Monica P. Medina, Wildlife Conservation Society
Sandra Miklave, Norwalk Symphony Orchestra
Dan L. Monroe, Formerly of Peabody Essex Museum
Samantha Muka, Ph.D., Stevens Institute of Technology
Katharine Owens, University of Hartford
Julie Packard, Monterey Bay Aquarium
Betsy Paynter, Western Connecticut Council of Governments
Tony Pepper, CT State Community College, Norwalk
Stephanie Ratcliffe, The Wild Center
Gaelin Rosenwaks, Global Ocean Exploration
Helen Rozwadowski, University of Connecticut
Carl Safina, Ph.D., Safina Center and Stony Brook University
Eric Sanderson, Ph.D., New York Botanical Garden
Jim Schaffer, The Carver
Mary Servino, Bridgeport Public Schools
Nikki Spiller, EarthPlace
Ken Stern, Longevity Project
Denise Stranko, Save the Sound
Mark Tedesco, U.S. Environmental Protection Agency, Long Island Sound Office
Cyndi Tolosa, CT Humanities
Holly Turner-Moore, Bridgeport Regional Aquaculture Science and Technology Education Center



OUR VISION

Ocean protected.
Lives connected.

OUR MISSION

Ignite a connection
to Long Island Sound
and the ocean to
enrich the lives of all
people and inspire
action to protect
our blue planet.



10 North Water St., Norwalk, CT 06854
(203) 852-0700 • maritimeaquarium.org

To: Harry W. Rilling, Mayor
Members of the Common Council

From: Paul Gorman, Tax Assessor

Date: December 2, 2024

Re: Contracts: Enhancement of Motor Vehicle Property Tax Collection; Real Estate Tax Consulting Services

MTS aka Municipal Tax Services LLC provides data collection services in relation to identifying motor vehicles that reside within Norwalk's borders but are not properly registered to Norwalk as Taxing District. The information that MTS gathers and provides to the city will allow us to add these motor vehicles to our tax rolls for the current year and often times for several years in arrears. Adding these vehicles to our rolls sets a more level playing field for all our residents as a whole when it comes to taxes.

MTS is a service that has been utilized in several similar cities like Stamford and Waterbury. Their services have produced great results for these communities and I anticipate similar results for our taxpayers as well.

Propose Action: AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH MUNICIPAL TAX SERVICES LLC FOR MOTOR VEHICLE REGISTRATION AND TAX COMPLIANCE SERVICES FOR A TERM OF THREE YEARS WITH TWO OPTIONS TO EXTEND FOR ONE YEAR EACH.

Tyler Technologies: John Valente and his team at Tyler Technologies will be providing commercial valuation services for the city. These services will include permit inspection, data entry, income analysis and valuation of properties visited for the purpose of posted changes to the city's grand list. These services are essential as we strive to guarantee the most accurate grand list possible and equitable treatment to all taxpayers.

Propose Action: AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR COMMERCIAL VALUATION SERVICES FOR A TERM OF 1YEAR, WITH FOUR OPTIONS TO EXTEND FOR ONE YEAR EACH IN A SUM NOT TO EXCEED \$45,000 PER YEAR. Account No. 11320-5258.

To: Harry W. Rilling, Mayor
Members of the Common Council

From: Paul Gorman, Tax Assessor

Date: December 2, 2024

Re: Contracts: Enhancement of Motor Vehicle Property Tax Collection

MTS aka Municipal Tax Services LLC provides data collection services in relation to identifying motor vehicles that reside within Norwalk's borders but are not properly registered to Norwalk as Taxing District. The information that MTS gathers and provides to the city will allow us to add these motor vehicles to our tax rolls for the current year and often times for several years in arrears. Adding these vehicles to our rolls sets a more level playing field for all our residents as a whole when it comes to taxes.

MTS is a service that has been utilized in several similar cities like Stamford and Waterbury. Their services have produced great results for these communities and I anticipate similar results for our taxpayers as well.

Propose Action: AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH MUNICIPAL TAX SERVICES LLC FOR MOTOR VEHICLE REGISTRATION AND TAX COMPLIANCE SERVICES FOR A TERM OF THREE YEARS WITH TWO OPTIONS TO EXTEND FOR ONE YEAR EACH.

To: Harry W. Rilling, Mayor
Members of the Common Council

From: Paul Gorman, Tax Assessor

Date: December 2, 2024

Re: Contracts: Real Estate Tax Consulting Services

Tyler Technologies: John Valente and his team at Tyler Technologies will be providing commercial valuation services for the city. These services will include permit inspection, data entry, income analysis and valuation of properties visited for the purpose of posted changes to the city's grand list. These services are essential as we strive to guarantee the most accurate grand list possible and equitable treatment to all taxpayers.

Propose Action: AUTHORIZE THE MAYOR HARRY W. RILLING TO EXECUTE AN AGREEMENT WITH TYLER TECHNOLOGIES FOR COMMERCIAL VALUATION SERVICES FOR A TERM OF 1YEAR, WITH FOUR OPTIONS TO EXTEND FOR ONE YEAR EACH IN A SUM NOT TO EXCEED \$45,000 PER YEAR. Account No. 11320-5258.



TO: Finance & Claim Committee

FROM: Joyce Liu, City IT Director

RE: Proposal to Acquire ArcGIS Urban Planning Tool for Planning and Zoning Department

DATE: December 12th, 2024

Dear Finance Committee Members,

This memo requests approval for a three-year license purchase of ArcGIS Urban Suite to bring modern, data-driven planning to Norwalk, supporting a future-focused approach to zoning and urban growth.

The City of Norwalk is investing in the ArcGIS Urban Suite Online to empower the Planning and Zoning Department with advanced tools for managing urban development more effectively. This software will allow planners to visualize and analyze city projects in 3D, offering a clear and interactive view of zoning and development scenarios. With these capabilities, the department can explore different planning options, predict their impact, and make well-informed decisions to guide the city's growth.

ArcGIS Urban Suite Online will streamline workflows by centralizing data and making it easier for team members across departments to collaborate on projects. This unified approach enhances efficiency, reduces redundancies, and ultimately leads to a smoother planning process.

Thank you for considering this request.

Joyce Liu

IT Director

ACTION REQUESTED:

Authorized the Mayor to entering three (3) years purchase agreement with Environmental Systems Research Institute, Inc. for Urban Planning licenses. Annual amount not to exceed \$11,000, for a total not to exceed \$33,000. Account # 011371-5269 IT GIS OTHER REPAIR-MAINTENANCE



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 11/6/2024

DEPARTMENT: Information Technology

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: \$33,000 (3 Year) MUNIS Account: 011371-5269

VENDOR: ESRI (ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.)

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2024.11.19 15:39:30 -05'00'	☒	Supports	Joyce Liu Digitally signed by Joyce Liu Date: 2024.11.06 14:25:37 -05'00'
	☐	Does Not Support	Department Head Name
	☐	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Joyce Liu Date 11/6/2024

JUSTIFICATION:

The City of Norwalk is investing in the ArcGIS Urban Suite Online to empower the Planning and Zoning Department with advanced tools for managing urban development more effectively. This software will allow planners to visualize and analyze city projects in 3D, offering a clear and interactive view of zoning and development scenarios. With these capabilities, the department can explore different planning options, predict their impact, and make well-informed decisions to guide the city's growth.

Purchasing Review Notes/Comments: State of CT DAS 03ITZ0003MA-Master Agreement & PSU's for Software License products & services

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 10/31/2024 To: 1/29/2025*

Quotation # Q-434394

Date: November 4, 2024

Customer # 155805 Contract # ENTERPRISE
AGREEMENT

City of Norwalk
Planning & Zoning Dept
125 East Ave
Norwalk, CT 06851-5702

ATTENTION: Steve Kleppin
PHONE:
EMAIL: skleppin@norwalkct.org

Year 1

Material	Qty	Unit Price	Total
169044	5	\$2,200.00	\$11,000.00
ArcGIS Urban Suite Online Term License			

Year 2

Material	Qty	Unit Price	Total
169044	5	\$2,200.00	\$11,000.00
ArcGIS Urban Suite Online Annual Subscription			

Year 3

Material	Qty	Unit Price	Total
169044	5	\$2,200.00	\$11,000.00
ArcGIS Urban Suite Online Annual Subscription			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Carl Nylen

Email:

cnylen@esri.com

Phone:

(909) 793-2853 x8449

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-434394

Date: November 4, 2024

Customer # 155805 Contract # ENTERPRISE AGREEMENT

City of Norwalk
Planning & Zoning Dept
125 East Ave
Norwalk, CT 06851-5702

ATTENTION: Steve Kleppin
PHONE:
EMAIL: skleppin@norwalkct.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/31/2024 To: 1/29/2025

Subtotal:	\$33,000.00
Sales Tax:	\$330.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$33,330.00

*Thank you for your interest in the products and services offered by Esri. I have provided a quotation per your request. Please review the attached "Terms and Conditions" guidelines prior to submitting your order. To place an order for the items referenced in this quote, please follow the instructions provided below:

PURCHASE ORDER: Send your digital, faxed, or original signed purchase order to Esri Customer Service for processing. Faxes may be sent toll-free to (909) 307-3083.

CREDIT CARD: If you would like to purchase the items on the quotation via credit card, please call (800) 447-9778 and reference this quotation.

CHECK/MONEY ORDER: Please mail a copy of your quotation and payment to Esri, P.O. Box 741076, Los Angeles, CA 90074-1076.

If you have any questions regarding this quotation, please feel free to contact me. You will find my contact information at the bottom of the page. If you have questions following placement of your order such as order confirmation, ship date, etc., please contact Customer Service toll free at (888) 377-4575.

For software downloads and authorization numbers necessary to install and activate your product(s), go to MyEsri.com. If you require physical media, please work with your Esri representative to add the appropriate media kit to your quotation.

*Additional Service Credits are valid for 24 months from purchase. During the 24 months of validity the Additional Service Credits will roll over to the next subscription. Unused credits expire in 24 months and unused Additional Service Credits will not be refunded.

*This quotation is being provided for budgetary purposes only. Should your organization choose to purchase the items quoted herein, please contact me with finalized item choices and quantities for a revised quotation. You will find my contact information at the bottom of the page.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Carl Nylen

Email:

cnylen@esri.com

Phone:

(909) 793-2853 x8449

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



Quotation # Q-434394

Date: November 4, 2024

Customer # 155805 Contract # ENTERPRISE AGREEMENT

City of Norwalk
Planning & Zoning Dept
125 East Ave
Norwalk, CT 06851-5702

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PHONE:
EMAIL: skleppin@norwalkct.org

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 10/31/2024 To: 1/29/2025

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative

Date

Name (Please Print)

Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:

Carl Nylen

Email:

cnylen@esri.com

Phone:

(909) 793-2853 x8449

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Contract Summary

General Information

Contract Number 03ITZ0003MA
Issue Date July 27, 2020
Organization State of CT - DAS Procurement
Status Active
Multi Contractor Contract No
Title Master Agreement & PSU's for Software License products & services
Description Environmental Systems Research Institute, Inc., ESRI; Master Agreement B-03-003; GIS Software License Agreement -Amendment to A-92-003 Software
Contract Administrator Susanne Hawkins
Email Address Susanne.Hawkins@ct.gov
Request Number
Solicitation Number
Enable Contract as Round Trip No
P-Card Accepted No
PO Dispatch Contractor

Commodity

Code	Description
43000000	Information Technology Broadcasting and Telecommunications
80000000	Management and Business Professionals and Administrative Services

Contractor

Name	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.		
Contact Type	Contact Name	Contact Email	Contact Phone
Main Contact	Laura White		909-793-2853

Distributors

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

Supplier Diversity Information

Name	Diversity	Allocation
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Pricing Information

Contract Type	Migrated DAS Contract
Pricing Type	Fixed Price
Total Value Condition	Estimate
Total Value(USD)	5,000,000.00
Retainage Percent	0.00
Retainage Notes	
Initial Expended Value(USD)	0.00
Cumulative Encumbered/Expended Value(USD)	0.00
Total Paid(USD)	0.00
Remaining Balance(USD)	5,000,000.00
Value to Go(%)	100.00
Payment Terms	Net 45 Days
Payment Notes	
Delivery Terms	N/A: Not Applicable
Delivery Notes	
Other Notes	Legacy Commodity Code=5020

Contract Period

Award Date	June 21, 1993
Effective Date	December 03, 2002
Expiration Date	December 31, 2050
Potential Final Expiration Date	December 31, 2050

Custom Fields

Amendment(s)

Field Title	Field Description
Amendment 2	Effective December 2, 2020, DAS has approved Esri's request to update the Master Price Schedule and move to the State of Connecticut to MPS Price List E417M-4Q2020 per letter dated November 24, 2020. All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.
Amendment 3	Effective January 5, 2021, DAS has approved DOT's request to renew the Enterprise License Agreement as follows: Environmental Systems Research Institute, Inc. (Esri) Quotation Number 25994041 dated 12/01/2020 Quantity 1 / Material #102786 / Unit Price \$215,000.00 (2021 Annual Payment) Description: Enterprise License Agreement from 03/01/2021 through 02/28/2022 All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.
Amendment 4	Effective June 16, 2021, DAS has approved Esri's request dated May 25, 2021 to update the Time and Materials Rates for services for the period from July 1, 2021 through June 30, 2022 as follows: Labor Category and Labor Rates Effective 7/1/2021 to 6/30/2022: Technology Consultant/Engineer (S1) \$273.00 per Hour Senior Technology Consultant/Engineer (S2) \$350.00 per Hour Principal Technology Consultant/Engineer (S3) \$426.00 per Hour Consultant/Project Manager (M1) \$329.00 per Hour Senior Consultant/Project Manager (M2) \$414.00 per Hour Principal Consultant/Program Manager (M3) \$539.00 per Hour Technology Support Specialist (DB) \$233.00 per Hour All terms and conditions not otherwise affected by this amendment remain unchanged and in full

	force and effect.
Amendment 5	Effective October 22, 2021, DAS has approved Esri's request to update the Master Price Schedule and move to the State of Connecticut to MPS Price List E417M-3Q2021 per letter dated September 28, 2021. All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.
Amendment 6	Effective December 29, 2021, DAS has approved Esri's request to update the Master Agreement #03ITZ0003MA Price Schedule for the Department of Transportation (DOT) and Environmental Systems Research Institute, Inc. (Esri) to Amend Agreement #00277383.0 for DOT to convert (9) ArcGIS Insights for ArcGIS Online Term Licenses to (9) ArcGIS Insights for ArcGIS Enterprise Term Licenses for the remainder of the term a no additional cost and this Amendment was executed on December 21, 2021. The Agreement Amendment includes the following items: •Item: AcrGIS Insights for AcrGIS Online Term License / Qty. to Be Deployed = 1 •Item: ArcGIS Insights for ArcGIS Enterprise Terms Licenses / Qty. to Be Deployed = 9 All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.
Amendment 7	Effective March 2, 2022, DAS has approved Esri's request dated March 1, 2022 to update the Time and Materials Rates for services for the period from July 1, 2022 through June 30, 2023 as follows: Labor Category and Labor Rates Effective 7/1/2022 to 6/30/2023: Technology Consultant/Engineer (S1) \$283.00 per Hour Senior Technology Consultant/Engineer (S2) \$362.00 per Hour Principal Technology Consultant/Engineer (S3) \$441.00 per Hour Consultant/Project Manager (M1) \$341.00 per Hour Senior Consultant/Project Manager (M2) \$428.00 per Hour Principal Consultant/Program Manager (M3) \$558.00 per Hour Technology Support Specialist (DB)

	\$241.00 per Hour All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.
Amendment 8	Effective January 1, 2023, DAS has approved Esri's request to update the Master Price Schedule and move to the State of Connecticut to MPS Price List MPA-10-1Q2023 per letter dated December 12, 2022. Summary of MPA-101Q2023 Product/Pricing PSU Letter Changes/Updates are as follows: •Effective 1/1/2023, ESRI Price List Updated •ESRI re-organized some product locations/groupings •ESRI added some new products •ESRI updated Professional Services Enterprise Advantage Program •ESRI renamed Field Worker to Mobile Worker •ESRI updated "Term" to "Subscription" for applicable products •ESRI added "Perpetual" to the product description for applicable products All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.
Amendment 9	DAS Contract #03ITZ0003MA / Original Master Agreement No. B-03-003 Effective February 20, 2024, DAS has approved Esri's request dated February 15, 2024 to update the Time and Materials Rates for services for the period from July 1, 2023 through June 30, 2025 as follows: Labor Category and Labor Rates Effective 7/1/2023 to 6/30/2024: Technology Consultant/Engineer (S1) \$297.00 per Hour Senior Technology Consultant/Engineer (S2) \$380.00 per Hour Principal Technology Consultant/Engineer (S3) \$463.00 per Hour Consultant/Project Manager (M1) \$358.00 per Hour Senior Consultant/Project Manager (M2) \$449.00 per Hour Principal Consultant/Program Manager (M3) \$586.00 per Hour Technology Support Specialist (DB) \$253.00 per Hour Labor Category and Labor Rates Effective 7/1/2024 to 6/30/2025:

	Technology Consultant/Engineer (S1) \$312.00 per Hour Senior Technology Consultant/Engineer (S2) \$399.00 per Hour Principal Technology Consultant/Engineer (S3) \$486.00 per Hour Consultant/Project Manager (M1) \$376.00 per Hour Senior Consultant/Project Manager (M2) \$471.00 per Hour Principal Consultant/Program Manager (M3) \$615.00 per Hour Technology Support Specialist (DB) \$265.00 per Hour All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.
Amendment 10	Effective immediately, DAS has approved Esri's request to update the Master Price Schedule and move to the State of Connecticut to MPA Price List MPA-10-1Q2024 per letter dated March 4, 2024. Summary of MPA-101Q2024 Product/Pricing Changes/Updates are as follows: General •Product renaming / organization Price Modifications •2024 price adjustments for ArcGIS Enterprise, ArcGIS Server, ArcGIS Data Interoperability (all products), ArcGIS Desktop maintenance, and ArcGIS Runtime. •Price corrections on a few Desktop Upgrades •Increased pricing for ArcGIS Online Premium Feature Data Store •Pricing in •Products with N/A in previous pricing column are new additions Product Additions •ArcGIS AllSource Annual Subscription/Perpetual/Maintenance •ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise •ArcGIS Raster Analytics on Kubernetes •ArcGIS Image Services on Kubernetes •ArcGIS Video Server •ArcGIS Pro - Stand-Alone License Options •ArcGIS Pro Extensions - Stand-Alone License Options •ArcGIS Pro Solution Bundles - Stand-Alone License Options

	•ArcGIS Indoors Maps for ArcGIS Enterprise Staging •ArcGIS Indoors Spaces for ArcGIS Enterprise Staging •ArcGIS IPS for ArcGIS Enterprise Staging •ArcGIS Bathymetry for ArcGIS Pro Standard or Advanced (Add-on App) for ArcGIS Online Creator or GIS Professional User Type Annual Subscription •ArcGIS Bathymetry for ArcGIS Enterprise •ArcGIS Image Dedicated •ArcGIS Workflow Manager Server Standard •ArcGIS Workflow Manager Premium Organizational Capability Extension for ArcGIS Online •ArcGIS Reality Desktop •Site Scan for ArcGIS USA Hosted Custom Annual Subscription not to exceed 25,000 Images per year •Training additions •184466 Adoption Strategy Package •183700 ArcGIS Indoors Recorded 3 Days Instructor Led Training •Added 2025 pricing for •Premium Support •Training •Professional Services (Enterprise Advantage Program) Discontinued Products •ArcGIS Utility Network User Type Extension for ArcGIS Enterprise •ArcGIS Parcel Fabric User Type Extension for ArcGIS Enterprise •ArcGIS Trace Network User Type Extension for ArcGIS Enterprise •ArcGIS Workflow Manager User Type Extension for ArcGIS Enterprise •ArcGIS Enterprise Advanced Up to Four Cores Upgrade from ArcGIS GIS Server Basic •ArcGIS Enterprise Standard Up to Four Cores Upgrade from ArcGIS GIS Server Basic •ArcGIS Enterprise Advanced Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server •ArcGIS Enterprise Standard Staging Server Up to Four Cores Upgrade from ArcGIS GIS Server Basic Staging Server •ArcGIS Desktop Standard Concurrent Use Upgrade from ArcGIS Desktop Basic Single Use •ArcGIS Desktop Advanced User Concurrent Use Upgrade from ArcGIS Desktop Basic Single Use •Training - Recorded WGNU course All terms and conditions not otherwise affected by this amendment remain unchanged and in full force and effect.
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Contract Additional Information

Field Title	Field Description
Agrees to Supply Political	Yes

SubDivisions	
Core Catalog Item Contract	No

Contract Clauses

No Clause(s) found

Catalog Names

No catalog(s) found

Document(s)

Document Name	Upload Date
03ITZ0003 ESRI b-03-003 MA 6-21-93 .pdf	July 27, 2020
Amendment 4 Time and Materials Update Letter 7.1.21 to 6.30.22.pdf	June 15, 2021
Amendment 10 MPA Price List 2024 Update.pdf	March 05, 2024
Amendment 2 ESRI Master Price List Update 12.2.20.pdf	December 02, 2020
Amendment 3 Quote dated 12.1.2020 Complete.pdf	January 05, 2021
Amendment 5 ESRI PSU_Master Price List Update E417M3Q2021.pdf	October 21, 2021
Amendment 6 for ESRI Amendment to CT DOT Agreement No. 00277383.0.pdf	December 29, 2021
Amendment 7 Time and Material Update letter 3.1.22.pdf	March 02, 2022
Amendment 8 ESRI PSU MPL Update 1.1.2023.pdf	January 03, 2023
Amendment 9 Rate Update.pdf	February 20, 2024
ESRI B-03-003 MA Amendment 1.pdf	July 27, 2020

Administrative Document(s)

No Documents Found

Authorization

State of CT - DAS Procurement	DAS Construction Services
Executive Branch	Children and Families, Dept. of
Connecticut State Library	Correction, Dept. of
Andover, Town of	Developmental Services North
Developmental Services West	Developmental Services Central
Early Childhood, Office of	Economic and Community Development
Education, Dept. of	Emergency Serv. & Public Protection
Energy & Environmental Protection	Housing, Dept. of
Insurance, Dept. of	Labor, Dept. of
Mental Health & Addiction Services	Military Department
Policy & Management, Office of	Public Health, Dept. of
Rehabilitation Services, Dept. of	Revenue Services, Dept. of
Social Services, Dept. of	Connecticut Library Consortium
Constitutional Office	Quasi Public State Agencies
DAS Property Acquisition	DAS Leasing
DAS Real Property Sales	Developmental Services, Dept. of
Developmental Services South	DDS Provider Contracts
DAS Property Management	Aging & Disability Services
Education & Services for the Blind	Agricultural Experiment Station
Agriculture, Dept. of	Auditors of Public Accounts
Charter Oak State College	Commission On Human Rights
Connecticut State University System	Consumer Council, Office of
Criminal Justice, Division of	Governmental Accountability
State Contracting Standards Board	Victim Advocate, Office of
Governor, Office of the	Higher Education, Dept. of
Insurance & Risk Management	Lieutenant Governor, Office of the
Medical Examiner, Office of Chief	Motor Vehicles, Dept. of
State Ethics, Office of	Capital Community College
Central Connecticut State Univ.	CT State Colleges & Universities
Eastern Connecticut State Univ.	Housatonic Community College
Quinebaug Valley Comm. College	Southern Connecticut State Univ.
Three Rivers Comm. College	University of Connecticut
UConn Health Center	Western Connecticut State Univ.
Comptroller, Office of State	Treasurer, Office of State
CT Teachers' Retirement Board	Transportation, Dept. of
DOT - Purchasing	Veterans' Affairs, Dept. of
Protection & Advocacy, Office of	Ansonia Housing Authority
Workforce Competitiveness Office Of	Gateway Community College
Manchester Community College	Middlesex Community College
Naugatuck Valley Comm. College	Northwestern CT Comm. College
Norwalk Community College	Tunxis Community College
Colleges & Universities	Secretary of the State
Connecticut Port Authority	Connecticut Lottery Corporation
Connecticut Science & Exploration	Connecticut Development Authority
Connecticut Green Bank	Regional Water Authority
Boards, Commissions and Councils	Developmental Disabilities
Connecticut Siting Council	Consumer Protection, Dept. of
CT Retirement Security Authority	Elections Enforcement Commission
Fire Prevention & Control	Firearms Permit Examiners, Board of

Freedom of Information Commission
 Property Review Board
 Siting Council
 State Board of Accountancy
 Workers' Compensation Commission
 A-Z Corp
 RM Bradley
 Owens Services
 DOT - Construction Contracts Unit
 Legislative Branch
 Non-Executive Agency
 Ansonia, City of
 Avon, Town of
 Berlin, Town of
 Bethel, Town of
 Bethlehem, Town of
 Branford, Town of
 Bridgeport Economic Development Cor
 Bristol, City of
 Brookfield Public Schools
 Brooklyn Public Schools
 Canterbury Public Schools
 Capital Region Development Auth.
 Capitol Region Education Council
 Chester, Town of
 Colchester, Town of
 Coventry, Town of
 Danbury, City of
 Darien, Town of
 Durham, Town of
 East Haddam, Town of
 East Hartford, Town of
 East Hartford Public Schools
 East Lyme, Public Schools
 East Lyme, Public Works
 East Hampton, Town of
 Enfield Housing Authority
 Farmington Public Schools
 Glastonbury Housing Authority
 Guilford Public Schools
 Hartford Energy Improvement Dist.
 Hartford Housing Authority
 Middletown, City of
 Middletown Housing Authority
 Norwalk Public Schools
 Norwich, City of
 Norwich Housing Authority
 Preston Board of Education
 Putnam Public Schools
 Somers Board of Education

Police Officer Standards & Training
 Psychiatric Security Review Board
 State Academic Awards, Board for
 State Marshal Commission
 DAS Business Office
 F8 Properties
 Simon Konover
 LAZ Parking
 Office of the Attorney General
 Not For Profits
 Cities, Towns & Municipalities
 Ashford, Town of
 Beacon Falls, Town Of
 Bethany Board of Education
 Bethany, Fire Marshall
 Bloomfield Public Schools
 Bridgeport, City of
 Bridgeport Housing Authority
 Brookfield, Town of
 Brookfield Water Pollution Control
 Burlington, Town of
 Canton, Town of
 Capitol Region Council Governments
 Cheshire, Town of
 Clinton, Town Of
 Columbia, Town of
 Cromwell, Town of
 Danbury Housing Authority
 Derby, Town of
 East Granby, Town of
 East Hampton Board of Education
 East Hartford Housing Authority
 East Haven, Town of
 East Lyme, Town of
 Bethany, Town of
 Enfield, Town of
 Farmington, Town of
 Glastonbury, Town of
 Guilford, Town of
 Hartford, City of
 Greater Hartford Transit District
 Hartford Public School
 Middletown Board of Education
 Norwalk, City of
 Norwalk Transit District
 Norwich Community Development
 Preston, Town of
 Putnam, Town of
 Somers, Town of
 South Windsor, Town of

South Windsor Board of Education
Southington, Town of
Stratford, Town of
Suffield, Town of
Torrington, City of
Bridgeport Transit Authority
Ledyard Public Schools
Vernon Housing Authority
Voluntown, Town of
Waterbury, City of
West Hartford, Town of
Westport, Town of
Wethersfield, Town of
Woodbridge, Town of
Ellington Public Schools
Housatonic Resources Recovery Auth.
Sherman Board of Education
Willimantic Housing Authority
East Windsor, Town of
Fairfield, Town of
Granby, Town of
Griswold, Town of
Groton, Town of
Hamden, Town of
Jewett City, Borough of
Lebanon, Town of
Madison, Town of
Mansfield, Town of
Meriden, City of
Middlefield, Town of
Monroe, Town of
Morris, Town of
New Britain, City of
New Fairfield, Town of
New Haven, City of
New Milford, Town of
Newtown, Town of
North Haven, Town of
Old Saybrook, Town of
Oxford, Town of
Plainville, Town of
Pomfret, Town of
Regional School District No. 1
Regional School District No. 8
Ridgefield, Town of
Roxbury, Town of
Southbury, Town of
Stafford, Town of
Stonington, Town of
Thompson, Town of

South Windsor Housing Authority
Southington Board of Education
Stratford Housing Authority
Suffield Public Schools
Torrington, Public School
Ledyard, Town of
Vernon, Town of
Vernon Board of Education
Voluntown Board of Education
Waterbury Housing Authority
West Hartford Nutrition Services
Westport Public Schools
Wethersfield Housing Authority
Woodbridge School District
Hampton Board of Education
Salem Board of Education
Wallingford Housing Authority
Winchester Public Schools
Essex, Town of
Franklin, Town of
Greenwich, Town of
Groton, City of
Haddam, Town of
Hebron, Town of
Killingly, Town of
Lyme, Town of
Manchester, Town of
Marlborough, Town of
Middlebury, Town of
Milford, City of
Montville, Town of
Naugatuck, Town of
New Canaan, Town of
New Hartford, Town of
New London, City of
Newington, Town of
North Branford, Town of
North Stonington, Town of
Orange, Town of
Plainfield, Town of
Plymouth, Town of
Portland, Town of
Regional School District No. 14
Regional School District No. 17
Rocky Hill, Town of
Simsbury, Town of
Sprague, Town of
Stamford, City of
Thomaston, Town of
Tolland, Town of

Barkhamsted, Town of
 Waterford, Town of
 Westbrook, Town of
 Windham, Town of
 Windsor, Town of
 Woodstock, Town of
 LEARN
 Metropolitan District Commission
 NE Transportation / CT Transit
 Northeastern CT Transit District
 Shelton Housing Authority
 Southeast Area Transit District
 CT Health and Ed. Facilities Auth.
 Connecticut Innovations
 Materials Innovation & Recycling
 CET
 CT Conference of Municipalities
 Western CT Tourism District
 Administrative Services
 State Education Resource Center
 Brooklyn, Town of
 Ellington, Town of
 Salem, Town of
 Sherman, Town of
 Winchester, Town of
 Enfield Social Services
 Middlefield Voluntary Fire Company
 Portland Public Schools
 Old Lyme, Town Of
 W. Hartford Bloomfield Health Dist.
 West Hartford Public Library
 Sharon, Town Of
 CHEFA
 Avon Recreation & Parks Department
 Oxford Public Schools
 Middlebury Public Works
 Connecticut General Assembly
 Public Health Systems and Equity
 Community Family Health and Prevent
 Plymouth Housing Authority
 Norwalk, City
 Judicial Branch
 CAFCA
 Salisbury, Town of
 Old Colony Beach Club Association
 Deep River Housing Authority
 Savin Rock Communities
 Regional School District No. 15
 CSDNB Board of Education
 Seymour, Town of

Trumbull, Town of
 West Haven, City of
 Weston, Town of
 Windsor Locks, Town of
 Wolcott, Town of
 CT Metro. Council of Governments
 CT River Valley Council of Gov.
 Naugatuck Valley Council of Gov.
 Northeastern CT Council of Gov.
 Northwest Hills Council of Gov.
 So. Central CT Regional Water Auth.
 Community Renewal Team
 CT Housing Finance Authority
 EASTCONN
 Western CT Council of Governments
 Connecticut Transit
 Connecticut Airport Authority
 Valley Association
 Health Strategy, Office of
 Bloomfield, Town of
 Canterbury, Town of
 Hampton, Town of
 Shelton, Town of
 Wallingford, Town of
 Cheshire Public Works
 Enfield Fleet Services
 New Hartford Public Schools
 Baltic Public Schools
 Madison Public Works
 West Hartford Fire Department
 Windsor Locks Public Schools
 Regional School District No. 5
 Greater New Haven Transit District
 CHESLA
 Norwalk Redevelopment Agency
 CHFA
 DPH - Communications
 DPH Facility Licensing
 Derby Public Schools
 ISAAC Charter School
 MIRA
 Probate Court Administrator, Office
 MARC, Inc. of Manchester
 Willington, Town of
 Deep River, Town of
 Groton Public Schools
 Regional School District No. 12
 Cheshire Public Schools
 First District Water Dept., Norwalk
 Connecticut Paid Leave Authority

Canton Public Schools
 Bolton, Town of
 Banking, Dept. of
 United Community & Family Services
 Derby Public Library
 Shelton Economic Development Corp.
 Town of Watertown
 TOW - Public Works Department
 New Haven Parking Authority
 Easton, Redding & Region 9 Schools
 Winsted Water Works
 South Cntrl Regional Council of Gov
 Middletown South Fire District
 Estuary Transit District
 Litchfield, Town of
 DOT - Maintenance
 Capital Workforce Partners
 DPH - Newborn Screening
 Kent, Town of
 OCPD Assigned Counsel Unit
 Healthcare Advocate, Office of the
 Regional School District No. 18
 Achievement First
 Colebrook School
 Hamden Housing Authority
 Seymour Housing Authority
 Capital for Change
 Plainfield Public Schools
 Lebanon Public Schools
 Groton Housing Authority
 North Haven Housing Authority
 Journey Home
 Barnum Museum, The
 North Stonington Public Schools
 Greenwich Public Schools
 Milford Redevmt & Hsng Ptnrshp MRHP
 Community Builders Inc, The
 Ledge Light Health District
 Five Points Arts
 New Beginnings Family Academy
 DOT - Planning
 Morris Housing Authority
 Torrington Housing Authority
 Windham Region Transit District
 Goodwin University
 Manchester Housing Authority
 Rocky Hill Housing Authority
 Weston Public Schools
 East Haven Public Schools
 Essex Library Association

Eastern Regional Tourism District
 Bolton Board of Education
 Cromwell Public Schools
 The Child & Family Guidance Center
 Easton, Town of
 TEAM Inc.
 Access Health CT
 Wolcott Board of Education
 Area Coop Ed. Services (ACES)
 Southeastern CT Council of Gov
 Windham Public Schools
 Regional School District No. 13
 Beth-El Center
 Prospect, Town of
 Litchfield Public Works Department
 Public Health Preparedness & L H A
 CTECS
 Somers Public Schools
 Public Defender Services, Division
 Litchfield Housing Authority
 Norwich Free Academy
 Stratford Public Schools
 Colebrook, Town of
 Killingly Public Schools
 Monroe Public Schools
 Wethersfield Public Schools
 Naugatuck Public Schools
 DOT - Rail, Office of
 Woodbury, Town of
 Thomaston Public Schools
 Stamford Public Schools
 Newington Public Schools
 Ridgefield Public Schools
 New Milford Board of Education
 Freeman Center, The
 New Opportunities Inc
 Sterling, Town of
 Thompson Housing Authority
 Branford Public Schools
 Portland Housing Authority
 Litchfield County Housing Opporntny
 Wilton, Town of
 Mutual Housing Assoc. Greater Htfd
 East Granby Public Schools
 North Branford Board of Education
 Enfield Public Schools
 Cooperative Educational Service CES
 Mark Twain House and Museum, The
 Workforce Strategy, Office of
 Scotland, Town of

DPH Enviro Health & Drinking Water
 Public Health Workforce Development
 Regional School District No. 10
 Harriet Beecher Stowe Center
 Elm City Montessori School
 Griffin Hospital
 Stamford Museum & Nature Center
 Watertown Board of Education
 Perception Programs
 Windham Region No Freeze Project
 Prospect Fire Department
 CT Institute for the Blind Oak Hill
 Boys & Girls Club of Greenwich
 Bridges Healthcare Inc
 Integrated Day Charter School
 Regional School District No. 4
 Montville Housing Authority
 Greater Dwight Development Corp
 Harwinton, Town of
 CSDE - Child Nutrition
 New London Housing Authority
 Coventry Housing Authority
 YWCA Hartford Region
 Stamford Urban Redevelopment Commis
 Montville Board of Education
 New London Homeless Hospitality Cen
 Killingworth, Town of
 East Windsor Public Schools
 Goodwin Univ Educational Services
 Naugatuck Housing Authority
 Winchester Housing Authority
 OSC Procurement
 DOT - Engineering & Construction
 Family Centers Inc.
 Mercy Housing and Shelter Corp
 Connecticut Public Broadcasting
 Ascentria Care Alliance
 Berlin Housing Authority
 Boys & Girls Village
 CT Institute - Refugees & Immigrant
 Christian Community Action
 Generations Family Health Center
 Goshen Housing Trust
 Licia & Mason Beekley Library

Griswold Housing Authority
 Thames River Community Service Inc
 Stafford Public Schools
 Regional School District No. 16
 Watertown, Town of
 Pomfret Community School
 CT Housing Partners
 MDA - MIRA Dissolution Authority
 Ashford Housing Authority
 New Reach Inc.
 Community Solutions Inc
 West Hartford Housing Authority
 Redding, Town of
 Sheldon Oak Central Inc
 Elderly Housing Management Inc
 Southeastern Ct Water Authority
 New Samaritan Parkville
 Southington Housing Authority
 Windsor Housing Authority
 Housing Authority
 Estuary Council of Seniors Inc
 CJIS-CT
 Woodstock Public Schools
 Bridgewater, Town of
 DEEP - COUNCIL SOIL WATER CONSERVAT
 Naugatuck Valley Health District
 Preston Parks & Recreation
 DPH Firearm Injury Prevention
 North Central Conservation District
 Bethel Housing Authority
 Bristol Housing Authority
 Derby Water Pollution Control Auth
 ConnCORP LLC
 TEEG
 Elm City Communities - Housing Auth
 Colchester Board of Education
 Lutheran Services Association
 Charter Oak Cultural Center
 DAS Commissioner, Office of
 Middlesex County Chamber Commerce
 Quinebaug Valley Emergency Communic
 Gan Yeladim of Stamford
 Southeastern Ct Region Res Rec Auth



TO: Finance & Claim Committee

FROM: Joyce Liu, City IT Director

RE: Request approval for Three-Year Nearmap License Purchase

DATE: December 12th, 2024

Dear Finance Committee Members,

This memo seeks approval to secure a three-year agreement with Nearmap, a high-resolution aerial imagery and mapping service, to support ongoing city projects that require accurate, up-to-date geographic data.

Nearmap provides high-resolution aerial imagery and geospatial mapping solutions essential for city planning, infrastructure management, public works, and various other municipal services. This platform offers regularly updated imagery, access to historical data, and advanced geospatial analysis tools—all invaluable resources for enhancing operational efficiency and decision-making across city departments.

The total cost of the three-year agreement is \$59,834.88, broken down as follows:

- Year 1: \$18,550
- Year 2: \$19,848.50
- Year 3: \$21,436.38

I recommend proceeding with the three-year Nearmap agreement, which will provide essential mapping capabilities and support our commitment to effective city management and planning.

Thank you for considering this request. Please let me know if additional details are needed for your review.

Joyce Liu

City IT Director

ACTION REQUESTED:

Authorize the Mayor to enter into a three-year purchase agreement with Nearmap US Inc. for high-resolution aerial imagery and mapping services, with a total cost not to exceed \$59,834.88.

City Account # 011371-5742 (GIS Software)

Nearmap US, Inc.
1850 W Ashton Blvd, Suite 500
Lehi, UT 84043, USA
Phone: +1 (801) 609 7250

Customer Name	City of Norwalk, CT	Quote Number	Q106364
Contract Commencement	Contract commences upon signing of quote.	Quote Expiry	12/13/2024
Subscription Term	36 Month	Account Rep	Nick Casey nick.casey@nearmap.com
Subscription Start Date	02/22/2025	Payment Term	Net 30
Public Facing URL	https://norwalk.maps.arcgis.com/apps/webappviewer/index.html?id=efb219e8337840f0be4087a21809ed31	Payment Method	Invoice
Bill To	City of Norwalk, CT Joyce Liu 125 East Avenue, Norwalk, Connecticut, 06851 2038547714 jliu@norwalkct.gov	Ship To	City of Norwalk, CT Joyce Liu 125 East Avenue, Norwalk, Connecticut, 06851 2038547714 jliu@norwalkct.gov

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Public Display License for Government	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Oblique for ArcGIS	NA	Nationwide	NA
Nearmap Oblique for Government	NA	Nationwide	Unlimited
Subtotal			\$59,834.88
*Estimated Tax			\$0.00
Total			USD \$59,834.88

*The Total includes applicable sales tax for the state which the Licensee is located. If an exemption from sales tax is applicable to the Licensee, the Licensee shall provide to Nearmap, in accordance with state law, relevant tax-exemption documentation. It will be the responsibility of the Licensee to ensure proof of tax-exempt status remains current for subsequent renewals of the Agreement.

ACCEPTANCE OF Q106364 will constitute an Agreement with Nearmap

By selecting **"Yes"** or **signing below**, you acknowledge that (a)(i) the Additional Terms and Conditions of the previous Agreement between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (ii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The total in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance:	Date:
Full Name:	Position:
PO Number (if required):	
If printed, please sign, scan and email to: orders.us@nearmap.com	

Schedule 1

Additional Payment Terms

Amounts payable each year (Excluding Tax)

Year 1: \$18,550.00 Year 2: \$19,848.50 Year 3: \$21,436.38

Additional Terms and Conditions



TO: Finance & Claim Committee

FROM: Joyce Liu, City IT Director

RE: Purchase of Jotform Enterprise 1-Year License with Auto-Renewal for Citywide Automation Initiative

DATE: December 12th, 2024

Dear Finance Committee Members,

This memo seeks approval for the purchase of a 1-year Jotform Enterprise license at a cost of \$11,646.00, with auto-renewal after the first year, and authorization for the Purchasing Agent to issue a Purchase Order.

Jotform is a widely used platform for creating online forms, surveys, and data collection. The Jotform Enterprise license provides enhanced features such as greater security, dedicated support, and advanced integrations tailored to meet the needs of larger organizations. This purchase is essential for the Citywide Automation Initiative, which aims to streamline and automate processes across multiple departments. By continuing to utilize Jotform, the City will improve its form and workflow management capabilities, integrate with other systems, and ensure more efficient data collection and processing. The Jotform Enterprise license will play a key role in supporting this citywide effort.

Cost Breakdown:

- Total for 1-year Jotform Enterprise for 10 licenses: \$11,646.00
- Auto-renewal after the first year at the same price unless otherwise adjusted by the vendor.

Please feel free to reach out if you need any additional information.

Joyce Liu

IT Director

ACTION REQUESTED:

Authorized the Purchasing Agent to issue a Purchase Order for the purchase of a 1-year license of an online form Enterprise Solution for Jotform, Inc. at a cost of \$11,646.00, with auto-renewal after the first year. Account # 011370-5742.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 9/25/2024

DEPARTMENT: Information Technology

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: \$11,646 MUNIS Account: 011370-5742

VENDOR: Jotform, Inc

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Conner Digitally signed by Sharon Conner Date: 2024.11.21 12:32:00 -05'00'	☒ Supports ☐ Does Not Support ☐ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Joyce Liu Digitally signed by Joyce Liu Date: 2024.11.13 15:07:35 -05'00'
		Department Head Name
		Joyce Liu
		Date 9/25/2024

JUSTIFICATION:

Jotform enhances efficiency by automating data collection and streamlining workflows, saving time and reducing errors. It integrates seamlessly with existing systems, such as payment processors and work with major service providers, ensuring smooth operations across departments. Jotform also supports ADA compliance, helping the City of Norwalk meet essential accessibility standards. Its flexibility allows it to scale with growing needs, providing a highly customizable, cost-effective solution. With robust security features like encryption and GDPR compliance, it ensures the protection of sensitive data. Additionally, Jotform improves user experience with mobile-friendly, intuitive forms, increasing public engagement.

Before IT make suggestion to purchase Jotform, we compared it with other popular form solutions. Jotform offers several advantages over alternatives like Google Forms, Microsoft Forms, Survey123, and SurveyMonkey. Unlike Google and Microsoft Forms, which provide basic features, Jotform includes advanced automation tools such as conditional logic, payment processing, and app integrations, making it more suitable for complex workflows. While Survey123 focuses on geospatial data, Jotform provides greater versatility, supporting a wide range of form types and use cases beyond mapping. Compared to SurveyMonkey, Jotform excels with its extensive customization options, such as form templates and design flexibility, allowing for more professional and tailored forms. Jotform's strong payment processor integration and ADA compliance make it the most robust and scalable solution for the City of Norwalk's diverse needs. Furthermore, Jotform's superior data security features, including encryption and GDPR compliance, offer better protection for sensitive city data.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Date
November 13, 2024

QUOTE
202411132625
Keith Alberts
keith@jotform.com

Jotform
4 Embarcadero Center, Suite 780
San Francisco CA 94111

Tax ID: 46-5729519

To Customer: City of Norwalk

Name: Joyce Liu
Address: 125 East Avenue
Norwalk, CT 06851

Platform	Quantity	Cost Per Month	Number of Months	Total Due
Jotform Enterprise Base Package (includes 5 Users)	1	US \$ 694.00	12	\$ 8,328.00
Additional User Bundle (includes 5 Users)	1	US \$ 395.00	12	\$ 4,740.00
User Bundle Discount		30%	12	(\$ 1,422.00)
TOTAL				\$ 11,646.00

NOTES:

- 1) Quote is valid for 30 days
- 2) 3 years paid up front: 10% off of total
- 3) 5 years paid up front: 15% off of total
- 4) Quoted prices are before taxes. If taxes are applicable to your organization in your jurisdiction, they will be added to your invoice.

Lockwood-Matthews Mansion

Please find below a brief description of the unexpected structural issue uncovered at approximately 85% of project completion.

In late September, when the pine cladding covering one of four trusses supporting the skylight & lay-light over the grand Rotunda was removed, (which was required in order to complete work on the lay-light), deterioration to the supporting truss was revealed. The damage at the heavy timber truss is at a critical joint. All project work in this area was stopped, including the first floor Rotunda space, while temporary design and shoring were performed to make above and below the affected Truss safe.

The permanent design for the initial truss repair is now in production and is expected to commence on Monday, January 6, 2025, and will be completed within 3 weeks. These unexpected repairs are not part of the project and this additional work can extend the project 3-4 months past the January 15, 2025 completion date.

To date the following are the services for which we have incurred expenses for the one Truss repair:

- Architectural & Structural Engineering for both the Temporary and Permanent solution
- Construction Administration for the Engineer, Budgeted
- Testing Lab & Report for the Temporary Shoring, Budgeted
- Installation of Temporary Shoring
- Installation of the Permanent Truss Repair
- Extension of the CM's General Conditions for this work

The Norwalk Building Official requested a similar review of the remaining Three (3) joints of the Skylight Truss be performed before a *Conditional Certificate of Occupancy* can be issued for the Project. There is evidence of prior water staining at the Trusses in these 3 remaining locations. It is anticipated that similar repairs will be required in order to make the Structure safe and allow for the Conditional Certificate of Occupancy.

Potential additional work to be completed on the remaining 3 Trusses:

- Architectural & Structural Engineering for both the Temporary and Permanent solution
- Construction Administration for the Engineer, Budgeted
- Testing Lab & Report for the Temporary Shoring, Budgeted
- Installation of Temporary Shoring
- Installation of the Permanent Truss Repair
- Extension of the CM's General Conditions for this work

As this National Historic Landmark building, owned by the City of Norwalk, has been closed to the public during the 18 month mechanical upgrade project it is vitally important to complete this work in a timely manner. The Museum staff cannot move back into the "Mansion" and reopen its programming to the Public until these repairs are completed.

Memo

VII.B.

To:	City of Norwalk, Common Council
From:	Deputy Chief Melissa Lepore
CC:	
Re:	Extension of Agreement By and Between the City of Norwalk and Fleet Auto Supply, RFP Project # 4123, dated May 2, 2022
Date:	December 2, 2024

The City of Norwalk is currently in an Agreement with Fleet Auto Supply for upfit services of police vehicles. The upfit services entail supplying, installing, repairing, and replacing the required emergency lighting equipment to vehicles owned and operated by the Norwalk Police Department. The Agreement was entered into on May 2, 2022, and is in effect until February 28, 2025, with the option of an extension for two additional one-year renewals. The Agreement also includes compensation for services of up to two hundred thousand dollars and zero cents (\$200,000.00) per year subject to unit pricing.

In accordance with Section 4, Agreement Term, the Norwalk Police Department is requesting to invoke the option for an extension of one (1) year at this time. The Agreement shall have the same terms and conditions as the initial Term. The extension period will commence on March 1, 2025 and conclude on February 27, 2026.

In accordance with Section 3, Compensation, Paragraph A, the Norwalk Police Department is requesting the compensation to Fleet Auto Supply annual sum be increased from two hundred thousand dollars and zero cents (\$200,000.00) to two hundred and seventy-five thousand dollars and zero cents (\$275,000.00) based on unit pricing and the availability of funds.

We are requesting the following authorization:

1. Authorize Mayor Harry W. Rilling to execute an extension Agreement with Fleet Auto Supply, under RFP project number 4123 for the upfit of police vehicles until February 27, 2026, in the amount not to exceed \$275,000.00 per year.
2. Authorize Purchasing Agent, Sharon Connors, to execute the purchase orders on behalf of the Norwalk Police Department to Fleet Auto Supply under RFP project number 4123 for the upfit of police vehicles based on unit pricing and the availability of funds not to exceed \$275,000.00.

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to enter an Agreement J. S. Endurance for the use of Veterans Park Memorial and immediate surrounding grounds for their SONO Half Marathon/5K & Kid Run to be held on Sunday, October 2, 2022 from 8:30 AM to 12:00 PM. Set-up to begin Friday, September 30, 2022 at 8:30 AM with tear-down no later than Sunday, October 30, 2022 at 3:00 PM. Approximate attendance 1800 people.

B. PUBLIC SAFETY AND GENERAL GOVERNMENT COMMITTEE

1. Authorize the Purchasing Agent, Sharon Connors, to execute the purchase order on behalf of the Police Department to MHQ Inc. under the state contract, CT 12PSX0194, for the purchase of ten (10) 2022 Ford Utility Interceptor Hybrid Police Vehicles for the amount not to exceed \$367,976.00. Account # 0922 3010-5777-C0665.
2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Fleet Auto Supply, under RFP project number 4123 for the up-fit of police vehicles each year for an amount not to exceed, 200,000 per year for an initial term of 3 years with 2 optional 1 year renewals. Account # 0922 3010 5777 C0665
3. Approval of the elimination of the Ordinance bonus pool

C. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc., for Professional Engineering Services for the Project 4177/DRG2022-1 Design and Permitting for Lockwood Lane & Heather Lane Storm Drainage Improvements, on an hourly basis, for a sum not to exceed \$ 256,000.00.
Account No. 09 22 4021 5777 C0440
01 0 30 5258
2. Authorize the Mayor, Harry W. Rilling, to execute a no-cost Agreement between the City of Norwalk and HELPSY, for curbside collection of textiles in the City of Norwalk.
3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC. for Project PM2021-1 Pavement Management Program. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$1,535,029.39, with an option of a potential amendment, after the new fiscal year funds become available.
Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021

Norwalk Police Department Administration

Memo

To: Common Council Members

From: Deputy Chief Susan Zecca

SAZ

Date: January 31, 2022

Re: Common Council Authorizations

The Police Department has received funding for new marked police hybrid utility vehicles in the 2021-2022 capital budget. The purchase is within City purchasing guidelines as the vehicles are under state contract pricing. The quote from MHQ is for ten (10) 2022 Ford Utility Interceptor Hybrid Police Vehicles. The per unit price of the vehicles are \$36,797.00 for a total of \$367,976.00. This is an annual purchase to maintain the safety, readiness and dependability our fleet.

The Purchasing Department put out a RFP for the up-fit of these vehicles. The committee reviewed and interviewed three vendors and selected the Fleet Auto Supply whom had the lowest priced submission. We look to enter into a three year agreement with the vendor with two optional one year renewals.

1. Authorize the Purchasing Agent, Sharon Connors, to execute the purchase order on behalf of the Police Department to MHQ Inc. under the state contract, CT 12PSX0194, for the purchase of ten (10) 2022 Ford Utility Interceptor Hybrid Police Vehicles for the amount not to exceed \$367,976.00. Account # 0922 3010-5777-C0665.
2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Fleet Auto Supply, under RFP project number 4123 for the up-fit of police vehicles each year for an amount not to exceed, 200,000 per year for an initial term of 3 years with 2 optional 1 year renewals. Account # 0922 3010 5777 C0665

RESPONSE SUMMARY - 4123

VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMISSION	Marked Patrol Vehicle	K9 Patrol Vehicle	Substitutions to Specifications
First Priority Emergency Vehicles Inc	Yes	Yes	\$ 34,141.00	\$ 29,235.00	No to both
Fleet Auto Supply LLC	Yes	Yes	\$ 12,181.00	\$ 14,813.00	Yes to both
MHQ, Inc.	Yes	Yes	\$ 15,446.00	\$ 21,994.00	No to both
F and F Specialty Vehicles-Submission 1	Yes	Yes	\$ 13,744.90	\$ 16,496.00	Yes to both
F and F Specialty Vehicles-Submission 2	Yes	Yes	\$ 14,498.00	\$ 17,342.00	No to both

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
FLEET AUTO SUPPLY, LLC
FOR UPFIT SERVICES FOR POLICE VEHICLES
PROJECT #4123**

THIS AGREEMENT made and entered into this 2nd day of May, 2022, by and between the **CITY OF NORWALK** (the "City"), a municipal corporation existing under the laws of the State of Connecticut (the "City"), acting herein by Harry W. Rilling, its Mayor, and **FLEET AUTO SUPPLY, LLC** (the "Contractor"), a limited liability company existing under the laws of the State of Connecticut with an office and principal place of business at 757 First Avenue, West Haven, CT 06516, acting herein by William Chizmadia, its Managing Member, duly authorized.

WITNESSETH:

WHEREAS, the City of Norwalk is in need of a vendor to supply, install, repair and replace the required emergency lighting and to perform related after-market improvements ("upfit") to vehicles owned and operated by the Norwalk Police Department (the "Services"); 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 City;

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. The Parties hereby agree that the Contractor shall be available to the City throughout the term of this Agreement, in accordance with the terms and conditions and for the consideration set forth herein.

B. The person in charge of administering this Agreement on behalf of the City shall be Susan Zecca, Deputy Chief of Norwalk Police Department or such other person as the City may designate in writing (the "Director.")

C. The person responsible for the Services to be performed by the Contractor hereunder shall be William Chizmadia, its Managing Member.

D. The Parties understand and agree that the Contractor is engaged only for the purposes and to the limited extent set forth in this Agreement. The Contractor's relationship to the City and any of its agencies shall, during the term of this Agreement, be that of an independent contractor. Neither the Contractor, nor any of its agents, employees or personnel shall 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, including, but not limited to, vacation, sick time, holiday, health insurance, Workers' Compensation coverage and pension. The Contractor hereby expressly waives any claim to such benefits.

2. SERVICES TO BE PERFORMED

A. Throughout the term hereof, the Contractor shall be available at the request of the City to perform the services required by the City pursuant to this Agreement in a professional and skillful manner in compliance with all applicable codes, regulations, requirements and standards of practice and care, and the specifications defined by the Director. The Services to be performed by the Contractor under this Agreement are described in the City's Request for Proposal dated November 22, 2021; Addendum No. 1 dated December 6, 2021; Addendum No. 2 dated December 13, 2021 (hereinafter referred to collectively as "RFP"); and the Contractor's Proposal dated Contractor's Proposal dated December 14, 2021 and opened on December 16, 2021, copies of which is attached hereto and made a part of this Agreement as **Exhibits 1, 1-A, 1-B and 2**, respectively. Such Services may be amended or modified at the discretion of the City, as circumstances require.

B. The Contractor shall have a sufficient number of experienced and properly licensed personnel available to perform the requested Services on behalf of the City, as may be needed from time to time throughout the term of this Agreement.

C. The Contractor shall be available to meet with the Director or her representatives and with members of the Police Department as appropriate; and with other entities as directed by the City, with regard to the services performed hereunder.

D. The City may, from time to time, request changes in the scope of Services of the Contractor 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.

E. The Contractor shall retain in its possession all documents related to the performance of its services hereunder, for a period of five (5) years following the completion of such Services, unless notified in writing by the City of the need to extend the retention period.

3. COMPENSATION:

A. The City shall compensate the Contractor for the satisfactory completion of the Services and all of the Contractor's duties, obligations and responsibilities under this Agreement, subject to additions and deductions as herein provided, the total annual sum not to exceed **TWO HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$200,000.00)** per year. Notwithstanding the foregoing, the unit pricing set forth in Contractor's Proposal, shall be applied to all Services performed by Contractor and compensation shall at all times be limited by the quantity of units and specified services performed by Contractor and accepted by the City. Payment shall constitute full compensation for all labor, equipment, incidentals, and materials required to complete and establish the work specified.

B. Notwithstanding the foregoing, this Agreement shall be deemed binding only to the extent that funds are available to and appropriated by the City for payment in accordance with the terms hereof. No liability on account of this Agreement shall be incurred by the City beyond the funding available or appropriated, the City will immediately notify the necessary funding is not available or appropriated, the City will immediately notify the Contractor and the Parties will discuss and agree upon a modified Scope of Services.

C. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement. No direct costs shall be reimbursed by the City without specific, prior written approval signed by the Director.

D. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor upon the satisfactory completion of any Services ordered by the City. Each requisition shall be in a form acceptable to the City shall set forth the hours of work performed, the Services completed and any other information that may be required by the City.

E. The acceptance by the Contractor, its heirs or assigns, of any payment made on the basis of a requisition submitted 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 heirs or assigns have or may have against the City under the provisions of this Agreement.

F. The Contractor agrees that the City shall receive the benefit of all discounts and rebates obtained by the Contractor in the fulfillment of Contractor's obligations under this Agreement. Contractor shall provide City with copies of records evidencing the cost of goods purchased from Pro-Gard, Whelen Engineering Company, Havis, Inc and any other manufacturer providing goods used by Contractor to perform the services contemplated by this Agreement.

G. Contractor shall be paid by City for completed work on the basis of an itemized invoice, setting forth the services performed and Contractor's actual cost of supplies without mark-up. Properly submitted invoices shall be processed and paid by the City within forty five (45) days. The City may, prior to making any payment under this Section, require Contractor to submit additional information as requested.

H. **Timing and Liquidated Damages.** It is hereby expressly acknowledged by Contractor that the timely completion of upfit work is of critical importance to the Norwalk Police Department and that Contractor's representation that completed vehicle delivery will occur in a 60 to 90 day timeframe was a material consideration in the award of this contract. Except as provided on Section H(1) and (2) herein below, the Contractor's failure to deliver completed vehicles within ninety (90) days from the date each vehicle is delivered to Contractor until the completed vehicle is returned to the City shall result in significant and substantial damages to the City that are difficult to compute and ascertain. Accordingly, for each vehicle not returned to the City with a completed upfit within ninety (90) days, Contractor shall pay to the City as liquidated damages the amount of **\$100.00 per day** until such vehicle is delivered to City. City shall have the right to offset liquidated damages against any amounts due and payable to the Contractor, and the payment of liquidated damages shall not limit any other remedies available to the City under this Agreement at law or in equity.

(1) The Contractor's time to deliver a completed vehicle shall be equitably adjusted for up to fifteen weeks for delays the Contractor incurs in receiving part(s) from its suppliers necessary to perform the Services on said vehicle, provided that, the Contractor (i) has ordered such part(s) from its suppliers within 10 calendar days of City's submission of a purchase order to the Contract for Services on the vehicle, and (ii) commercially reasonable documentation of such delay is provided to the City.

(2) The Contractor time to deliver a completed vehicle shall be equitably adjusted for delays caused by the City in delivering equipment (e.g. radio equipment) from vehicles in the City's current fleet the City is taking out of services to be repurposed and installed in the vehicles delivered to the Contractor as part of the Services to be performed hereunder.

4. **AGREEMENT TERM**

The term of this Agreement shall be approximately Three (3) Years commencing on the date this Agreement is fully executed by all parties, and expiring on February 28, 2025 ("Initial Term"). The City shall have Two (2) Year option to extend the term of this Agreement (each, an "Option") for consecutive periods of one (1) year each (the Option Term and Initial Term collectively referred to herein as the "Term") upon the same terms and conditions as the Initial Term except the unit pricing structure for Option Periods shall be equitably modified upon mutual agreement of the parties.

5. **TERMINATION**

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. Except as otherwise provided herein, 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 INDEMNITY REQUIREMENTS:**

A. The Contractor shall, at its sole cost, obtain and maintain throughout the effective period of this Agreement the insurance coverage specified by the Insurance Rider attached hereto as **Exhibit 3** and shall keep all such insurance in continuous effect for two (2) years following the date the Director indicates the termination of the Contractor's responsibilities hereunder. All insurance shall be taken out and maintained at no cost or expense to the City and the Contractor shall be responsible for the full amount of any deductible. Each insurance policy shall be endorsed to name the City as an additional insured party on a primary and noncontributory basis.

Before commencing performance of any Services hereunder the Contractor shall furnish to the City a Certificate of Insurance and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Such certificate and renewal certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least thirty (30) days prior to the effective date thereof. With the exception of the professional liability coverage, all required insurance shall not be issued on a per occurrence basis only.

The Contractor shall require each of its subcontractors, if any, to procure and maintain until the completion of that subcontractor's services, insurance of the types and in the amounts specified in Exhibit 3. The Contractor shall ensure that all its subcontractors comply with the insurance requirements contained herein relating to such subcontractors.

B. The Contractor shall indemnify, defend and save harmless the City, its officers, agents, servants and employees, from and against any and all claims, suits, proceedings, liabilities, judgments, losses, costs and damages, including reasonable attorneys' fees to the caused in whole or in part by the negligent, willful or wanton actions or omissions of the Contractor, its agents, servants, representatives, subcontractors, or employees in connection with the performance of this Agreement. The Contractor hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage provided.

7. **WARRANTIES:** In accordance with the RFP and Contractor's Proposal, Contractor hereby agrees:

Product manufacturer's warranties will be honored by Contractor. The Minimum product warranty shall be two (2) years per item, during which time the products purchased by the City shall be free of all defects and shall function as intended for police vehicles.

Contractor shall warranty all labor provided for a period of two (2) years from the date each fully upfitted vehicle is delivered to the City.

Warranty items can be performed either at the Contractor's garage facility or, at City's option and without additional charge, at the Norwalk City Police Department.

8. **GENERAL PROVISIONS:**

A. The City may at any time, and for any reason, direct the suspension of the Services contemplated under this Agreement for a period of time by written notice specifying the suspension date, which shall not be less than five (5) days from the date on which such notice is given. The Services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. Any suspension of Services under this paragraph shall not give rise to any claim against the City.

B. 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, Services shall be paid for in such amount as shall compensate the Contractor for any Services satisfactorily performed 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.

C. It is the intent of this Agreement to secure the professional Services of the Contractor, including the Contractor's personnel and equipment. Failure of the Contractor for any reason to make such personnel and equipment reasonably available to the City to the extent required by the City in order to perform the Services required in a professional manner shall be cause for termination of this Agreement.

D. << INTENTIONALLY OMITTED >>

E. The following shall constitute an Event of Default:

(1) The City reasonably believes Contractor will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; or

(2) The City reasonably believes a meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its agents, servants or employees, or

(3) the Contractor's breach of this Agreement;

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

F. 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 only be made against the City.

G. 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

H. The products of the Services performed under this Agreement, including all materials prepared or document or information compiled hereunder, whether in draft or final format, and regardless of the method of storage or state of same, shall become and remain the property of the City and shall be forwarded to the City in hard copy and digital format. This shall include all partially completed Services, documents, memoranda, work product or other materials and reports in the event that the Agreement is terminated or Contractor is unable or unwilling to complete them for any reason. City shall be the sole and exclusive owner of all right, title and interest in any such work product, including all intellectual property rights therein.

I. The Contractor shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of Norwalk and shall conform its performance of the Services to generally prevailing standards of professional care, employed by professionals practicing in the same or similar circumstances and geographical area.

J. 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. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their 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 or physical disability including, but not limited to blindness.

K. This Agreement (specifically including all schedules, addenda, riders and exhibits) 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.

L. 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 not assign or transfer any interest in this Agreement without the prior written approval of the City.

M. If any provision of this Agreement is held invalid, the remaining 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.

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

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

(iii) that it is a legally existing limited liability company existing under the laws of its state of organization, that it is registered and in good standing with the State of Connecticut Secretary of State, and that it has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

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

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

P. 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: Susan Zecca, Deputy Chief
Norwalk Police Department
1 Monroe Street
Norwalk, CT 06854

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

With copy 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: William Chizmadia, Managing Member
Fleet Auto Supply, LLC
757 First Avenue
West Haven, CT 06516

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.

9. **COMPLIANCE WITH LAWS, LIVING WAGE ORDINANCE**

The Contractor shall comply with all applicable federal, state or local statutes, regulations, ordinances, rules and other laws in the performance of this Agreement.

Without limiting the generality of the foregoing, this Agreement is subject to and Contractor shall at all times comply with Chapter 62 of the City of Norwalk Charter, the Living Wage Ordinance. The City shall have all rights and remedies provided therein, including, without limitation, Section 62.8 thereof.

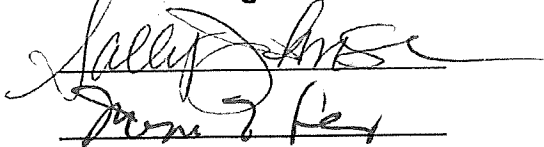
10. **ELECTRONIC SIGNATURE**

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

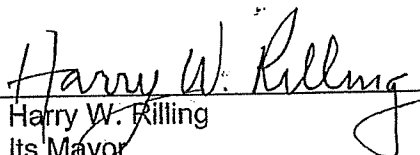
Dated at Norwalk, Connecticut, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures



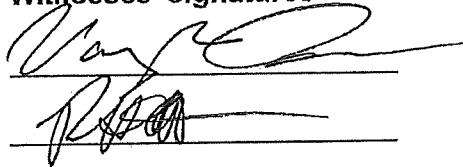
CITY OF NORWALK

By: 
Harry W. Kelling
Its Mayor
Duly Authorized

Date signed: 5/2/22

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures

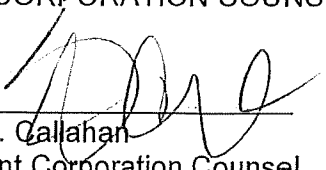


FLEET AUTO SUPPLY, LLC

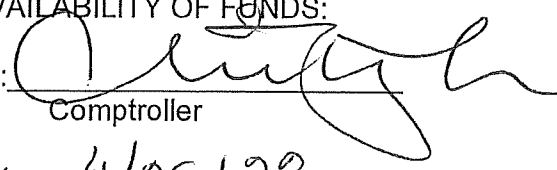
By: 
William Chizmadia
Its Managing Member
Duly Authorized

Date signed: April 14, 2022

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: 
Darin L. Callahan
Assistant Corporation Counsel

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: 
Comptroller

Date: 4/29/22

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: December 5, 2024

(Note - Agenda closes 12:00 Noon on the
Thursday before the Council meeting.)

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Tina Fogel, Chief Human Resources Officer

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

VII(A) Public Safety and General Government

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO XX WHICH ONE?

To be scheduled for upcoming Public Safety and General
Government Committee Special Meeting on December 9, 2024

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER

Section 8-24 OF THE STATE STATUTES? YES NO N/A XX

LIST ITEMS AND ACTION TO BE TAKEN: (Attach document to be approved or
backup material. If a contract is to be awarded, please include name of
contractor, amount of contract to be awarded and account from which payment
will be made.)

Authorize arrangement for Corporation Counsel position to be
changed from an employee to a contract and to authorize Mayor to
execute an agreement with Berchem Moses, PC to provide legal
services and representation to City of Norwalk.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 63-3(C) of the Charter of the City of Norwalk.

EFFECTIVE DATE OF ACTION (if applicable):

Upon approval, subject to availability of funds.



Signature of Person Making Request

Tina Fogel, Chief Human Resources Officer

Please fill in all blanks and note if an item is not applicable.



CITY OF NORWALK
Personnel & Labor Relations
Tina M. Fogell
Chief Human Resources Officer
tfogell@norwalkct.gov
P: 203-854-7724 / F: 203-854-7329
125 East Avenue, PO BOX 5125
Norwalk, CT 06856

To: Common Council Members

From: Tina M. Fogell
Chief Human Resources Officer

Date: December 6, 2024

RE: Recommendation to Transition to Contracted Legal Services for the City of Norwalk

As Norwalk continues to grow and diversify, the City's legal needs have become increasingly complex. At the same time, our legal department exists in an ever-competitive marketplace where the lure of public service is being outpaced by state and private sector career opportunities. In recognition of that reality and in order to best serve the City's interests, the Administration has taken steps to transition from the current arrangement for a part-time salaried employee serving as Corporation Counsel to a contracted arrangement with a law firm specializing in all areas of municipal law, and other related laws, with a member of the firm appointed to serve as the Corporation Counsel.

We believe that this new approach will ensure cost efficiency and enhance access to a broad range of legal expertise that is currently not available to the City on a routine basis. In the last analysis, the City will still get the benefit of having an individual serving in the position being paid on a retainer basis while other members of the firm will be able to perform legal services where they have more appropriate expertise to deal with a particular issue, project or case under the strict terms of a retainer agreement.

Benefits of Contracting Legal Services

1. Access to Specialized Expertise A law firm provides access to attorneys with expertise in multiple practice areas such as land use, labor law, environmental law, litigation, and more.

Municipal legal issues often require specialized knowledge in a particular legal practice area that a single individual serving as Corporation Counsel may not possess. By contracting with a law firm instead of hiring a part-time employee to serve as the Corporation Counsel ensures the City can address these challenges more promptly and effectively than with the City's current arrangement for its Corporation Counsel position.

2. Scalability and Flexibility Contracted legal services can scale with the City's needs, allowing Norwalk to allocate resources to larger projects or handle litigation that is going to trial or urgent matters of significance that unexpectedly arise without the need to hire additional attorneys as City employees. Legal representation is available as needed without the constraints of maintaining a salaried position.

Currently, the Law Department is limited to five full-time attorneys and one part-time attorney. By moving the Corporation Counsel position from a part-time salaried employee to a contract, the Law Department can use various attorneys in the law firm when needed for a specific issue or project rather than being limited by one part-time attorney serving in the position.

Moving to a contractual arrangement with a law firm will allow the City to the firm on an as-needed basis to supplement the Law Department's needs for litigation in certain specialized areas such as property tax assessment appeals, land use and zoning and employment law. The City's litigation needs fluctuate significantly from year to year based on various factors beyond the City's control, such as when cases go to trial because a settlement couldn't be reached or the cyclical nature of property tax appeal litigation where 80% to 90% of all of the cases (which have ranged between 150 to 300 cases) during a five year revaluation cycle are all filed within the same two month period in the first year of the cycle. These factors, among others, make it increasingly more difficult for the Law Department to try to effectively handle all active litigation without a law firm on contract to provide legal services when needed.

3. Alignment with Best Practices Most municipalities in Fairfield County similarly contract with a law firm to provide an attorney from the firm to serve as Corporation Counsel, City Attorney or Town Attorney. We have confirmed that the following municipalities within Fairfield County have that arrangement: Greenwich, Darien, Westport, Wilton, New Canaan, Weston, Fairfield, Easton, Trumbull, Stratford, Shelton, Newtown, Danbury, Ridgefield, Brookfield, among others.

Other municipalities in Fairfield County that are similar in size to Norwalk (6th CT population), such as Danbury (7th) and Greenwich (10th), have the same arrangement as is proposed here where there are in-house attorneys serving in a law department and a contract with a law firm to serve as Corporation Counsel / Town Attorney. Danbury has an in-house law department with three full-time attorneys and staff. Greenwich has an in-house law department with five full-time attorneys and staff with five paralegals. In comparison, Norwalk has a Law Department consisting of five full-time attorneys and two paralegals.

4. Cost Efficiency Predictable Budgeting: A contracted legal services arrangement offers a fixed annual retainer, reducing unexpected legal costs. The City will reduce overhead thereby realizing savings that will increase over time on the salary, benefits, and other administrative costs associated with employing a Corporation Counsel.

5. Recommended by Attorneys in the Law Department The four full-time attorneys who are currently serving in the Law Department have all been in their positions for many years. They are in a unique position to evaluate the proposed arrangement to contract for legal services. Chief of Staff, Tom Livingston, and I, met with those attorneys in the Law Department to obtain their opinions on the proposed arrangement, and they supported it.

Implementation Plan

1. Independent Legal Counsel, Steven G. Mednick The City requested Attorney Steven G. Mednick to assist the City with considering a transition to a contract for legal services for the Corporation Counsel position. Attorney Mednick expressed his view that the proposed arrangement is in compliance with City Charter, ordinances and State law. Attorney Mednick also recommended that the City issue a Request for Qualifications/Proposals ("RFQ/P"), which he also assisted the City's Purchasing Agent to prepare and implement.

2. Request for Qualifications/Proposals. An RFQ/P was issued on August 19, 2024 (attached as **Exhibit 1**). Per the Purchasing Guidelines, Section §3-203 (3), the City is required to have a Legal Notice in the local newspaper. The public solicitations are also advertised on the City's website, the Purchasing Department's solicitation portal BONFIRE and the State of CT DAS Solicitation Portal CTSource. The RFP closed one month later September 18, 2024. Following review of the submissions, two (2) firms were selected to interview for the role. The submissions from those firms are attached to this memo for your reference as **Exhibits 2 and 3**.

The following employees were on the selection committee – Mayor Harry Rilling, Chief of Staff Thomas P. Livingston, Chief Financial Officer, Jared Schmitt, and Council President, Darlene Young. Interviews were held on October 22, 2024. The law firm of Berchem Moses PC in Westport and Milford was selected as the most qualified law firm. The selection committee used the criteria set forth in the RFP to assess the proposals and interviews as follows: 1) 25% weight to Specific Qualifications, Firm Requirements (Section 2.3.2.1 (a) through B of the RFP); 2) 50% weight to Specific Qualifications, Corporation Counsel Requirements, (Sections 2.3.2.2(a) to (e) of the RFP); and 3) Fee proposal.

3. Transition Period Mario Coppola, the current Corporation Counsel, is a senior partner at Berchem Moses PC, which will allow for a smooth and seamless transition of the City's legal matters.

4. Proposed Retainer Agreement Attached as **Exhibit 4** is the proposed retainer agreement from Berchem Moses. The agreement provides that the City will pay a monthly retainer in the amount of \$14,500 for the Corporation Counsel services. The total cost of the retainer to the firm is about five percent (5%) less than the total cost (including medical insurance, retirement contribution and employer paid taxes) that the City would have actually incurred in 2025 to continue to employ the Corporation Counsel as a City employee.

The City's Deputy Corporation Counsel, Jeffrey Spahr, serves as the day-to-day supervisor of the Law Department. Deputy Corporation Counsel Spahr will decide whether any cases that are beyond the scope of the retainer services should be referred to the firm.

Attorney Mednick reviewed both the retainer agreement and proposed plan for the City Law Department working with the firm.

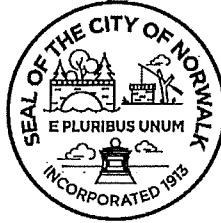
Conclusion

Transitioning to a contracted legal services model aligns with Norwalk's goals of fiscal responsibility, operational efficiency, and strategic growth. By leveraging the resources and expertise of a dedicated law firm, the City can enhance its ability to address legal challenges while achieving long-term cost savings.

We urge the Common Council to approve the recommendation of the selection committee and approve the Mayor to execute the proposed retainer agreement with Berchem Moses PC for legal services.

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:	4391
REQUESTING DEPARTMENT:	Corporation Counsel
DATE OF RFP ISSUANCE:	08/19/2024
TITLE OF RFP:	On-Call Legal Services
RFI/QUESTION DEADLINE:	2:00PM 09/11/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 09/18/2024
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 09/18/2024
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, acting through its Mayor's Office, is soliciting qualified firms to submit qualifications and proposals to provide legal services (the "RFQ/P"). 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 11, 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 18, 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. **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 single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There 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 scope of work, plans, specifications and project sites and has satisfied themselves as to all the quantities and conditions and understands that in signing this proposal they waives all right to plead any misunderstanding regarding the same.

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

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

A. PROPOSED FEES

ITEM	FREQUENCY	AMOUNT
Monthly Corporation Counsel Retainer	Per Month	\$
Hourly Rate Schedule for On-Call, As Needed Legal Service:		
Flat Partner Rate:	Per Hour	
Flat Associate Rate:	Per Hour	
Flat Paralegal Rate:	Per Hour	
Monthly Soft Cost Fixed Expense Fee ²	Per Month	
Direct Cost will be Reimbursed without mark-up ³		
² Soft costs are support-type services generally consider business overhead, e.g., - postage, clerical services, word processing, research services cost (e.g. lexis nexis, westlaw, etc...), software application costs, travel mileage.		
³ Direct cost of cost direct incurred in connection with the representation which are not soft cost, e.g., - court filing fees, deposition expenses, mediation fees, hearing transcript, medical records costs, expert witness fees, tile insurance premium, appraisal fees, fed-ex fees, etc..		

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
<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

2.0 Introduction

The City of Norwalk, acting through its Mayor's Office, is soliciting qualified firms to submit qualifications and proposals to provide legal services (the "RFQ/P").

2.1 Description of the City's Law Department

The Law Department ("Department") is established by §8-3 of the Charter of the City of Norwalk and further addressed by Chapter 63 of the Ordinances. The Corporation Counsel is the Head of the Department. In addition to the Corporation Counsel, the Department is comprised of one full-time Deputy Corporation Counsel and three full-time Assistant Corporation Counsels. A fourth Assistant Corporation Counsel position is vacant, subject to an active search to fill the position.

Corporation Counsel as the Head of the Department is responsible for supervising the Deputy Corporation Counsel, Assistant Corporation Counsels and outside firms engaged for specific litigation and transactional engagements. The Corporation Counsel is appointed by and serves coterminous with the Mayor, unless removed in the Mayor's sole discretion.

The duties of the Law Department include (1) representing and advising the Mayor, Common Council, and all city officers, agencies, boards and commissions in all matters of law pertaining to their respective offices and/or duties; (2) assisting in the preparation of any ordinance or other legislation affecting the city at the request of the Common Council and its sub-committees; (3) representing and appearing as and be the attorney of record in all actions and proceedings for the enforcement of ordinances, other regulations and claims of the city and in all actions or proceedings in any court or before any board wherein the city or its officers, officials, boards, agencies or commissions or employees are defendant or parties in interest; (4) supervising in the preparation of all ordinances, regulations, resolutions, contracts and any other legal papers of the City; and (5) rendering formal opinions and giving necessary legal counsel and advice when required by the Common Council or any member thereof, the Mayor or any board, agency, commission or department.

The Deputy Corporation and Assistant Corporation Counsels are generally responsible for performing the daily functions and duties of the Law Department stated above. Corporation Counsel is called upon to perform such tasks from time to time as necessary and appropriate for the proper administration of the City's legal needs.

According to §8-2.E of the Charter the Corporation Counsel is not considered a full time position. Historically, the Corporation Counsel has been expected to be available to the Mayor, Council and other city officials at almost any time to serve for an average of approximately 20-25 hours per week, with weekly time commitments fluctuating depending upon the work duties the Corporation Counsel is called on to perform.

2.2 Scope of Services

2.2.1. General.

The City is soliciting qualified firms to submit qualifications and a proposal to provide legal services to the City. The proposal should identify a qualified attorney within the firm to be designated to fill the role of Corporation Counsel, and attorneys with specific subject matter expertise to handle overflow work on an "on-call, as needed basis". The subject matter areas and fields the firm may be called upon to represent the City as it pertains to operations of a municipality include, but are not limited to, the following:

- | | |
|---|--|
| (a) General Municipal Law,
Procedure and Governance | (b) Tax Assessment, Appeals
and Collection |
| (c) Litigation | (d) Real Estate |
| (e) Labor and Employment Law | (f) Contracts and Procurement |
| (g) Administrative and Regulatory Law | (h) Land Use and Zoning |
| (i) Environmental Law | (j) Civil Rights |
| (k) Freedom of Information | (l) Education Law ¹ |

2.2.2. "On-Call, As Needed" Legal Services.

Specific legal services the firm may be called upon to perform will be generally consistent with the daily functions and duties of the Law Department set forth in Section 2.1. With the exception of the services assigned to the Corporation Counsel by the Mayor, all other services will be performed exclusively on an "on-call, as needed" basis with no minimum commitment made by the City. The services are required to be delivered in a manner designed to achieve greater efficiency in the overall operations of the Law Department in terms of cost stabilization, utilization of current staff attorney resources, staff attorney professional development, retention of institutional knowledge, overall enhanced workflow and continuity.

2.2.3. Corporation Counsel Services.

The firm must propose a single qualified attorney to serve as the Corporation Counsel. The proposed attorney must be appointed by Mayor and will, for the duration of the engagement, work at the pleasure of the Mayor for a period not to exceed a period of two years at a time as has historically been the case. Corporation Counsel will report directly to the Mayor. The designated attorney will perform the Corporation Counsel position as historically performed. That attorney will be the administrative

¹ While the Board of Education is a department of the City, its legal matters are generally not included in this scope of services. The City's Law Department and the Corporation Counsel, in particular, from time-to-time handle some legal matters for the Board of Education. To the extent the successful firm may be called upon to work on Board of Education legal matter, it would be solely under the on-call legal services portion of this RFP/Q.

head of the Law Department and is responsible for supervising the Deputy Corporation, Assistant Corporation Counsels and outside firms engaged for specific legal engagements.

The Corporation Counsel shall have sufficient experience in the subject matter areas, described above, necessary to perform the functions of the Corporation Counsel position as historically performed. Corporation Counsel will be expected to be available to serve in such capacity for an average of approximately 20-25 hours per week, with weekly time commitments fluctuating depending upon the work duties the Corporation Counsel is called on to perform. The Corporation Counsel is expected to maintain an in office presence at City Hall commensurate with the time commitments of the position.

-The Deputy Corporation and Assistant Corporation Counsels will continue to be primarily responsible for performing the daily functions and duties of the Department. The Corporation Counsel will perform those daily functions and duties of the Department when called upon to do so by the Mayor from time to time as necessary and appropriate for the proper administration of the Department. The Corporation Counsel is expected to attend meetings of the Common Council and may be called upon to attend meetings of various other City agencies, boards and commission from time to time.

2.3 Qualifications

2.3.1 General Information about the Firm

Identify the firm name, office locations, principal firm contact (name, phone and email address), and number of years in business.

2.3.2 Specific Qualifications

Each firm should submit a narrative statement demonstrating how they meet the Firm and Corporation Counsel Requirements set forth in Section 2.3.2.1 and 2.3.2.2 below. The firm's narrative response to this section should be limited to 12 pages single space.

2.3.2.1 Firm Requirements.

(a) Describe the legal services (and that of the individual attorneys assigned to perform the on-call work) and description of the various practice areas your firm will provide to the City, including, but not necessarily limited to, the following information:

(1) Please identify each primary attorney to provide "on-call, as needed" legal services for each practice area identified in Section 2 above with at least five years of

experience in the relevant practice areas and provide relevant resumes for each such attorney;

(2) Please identify a secondary attorney or attorneys (if any) who may assist each primary attorney and provide relevant resumes for each such attorney;

(3) Please identify the total number of licensed attorneys and support staff employed by the firm;

(4) Please provide a list of all municipalities in Fairfield County the firm represents; and,

(5) Please provide at least two recommendations from municipalities for which it is currently appointed or otherwise engaged as general legal counsel.

(b) Describe your firm's approach to providing "on-call legal services" including, but not necessarily limited to, your firm's strategic plan designed to achieve greater efficiency in the overall in legal services it will provide to the City and in the operations of the City's Law Department in terms of costs stabilization, staff attorney professional development, retention of institutional knowledge, overall workflow and continuity.

2.3.2.2 Corporation Counsel Requirements.

(a) The attorney proposed as Corporation Counsel must have at least ten years' experience performing in a position substantially similar to the role of the City's Corporation Counsel.

(b) Describe the legal services of the person your firm has proposed as Corporation Counsel including, but not necessarily limited to, the following:

(1) The attorney's name, office location, and resume; and

(2) A description of the work that the proposed attorney performed in a position substantially similar to the role of the City's Corporation Counsel.

(c) Demonstrate that the attorney proposed as Corporation Counsel can meet the minimum weekly average and fluctuating time commitments of the Corporation Counsel position as described in Section 2.

(d) Demonstrate that the attorney proposed as Corporation Counsel has sufficient knowledge of the subject matter areas and fields set forth in Section 2 above to perform the role of Corporation Counsel relative to the current structure of the Law Department and outside counsel needs of the City.

(e) Described your firm's approach to providing services as Corporation Counsel including, but not necessarily limited to, how proposed Corporation Counsel will implement the strategic plan of the firm described by the firm in response to Section 2.3.2.1 (b) above.

2.4 Compensation and Additional Services

The firm shall be compensated in accordance with the "not to exceed" terms of a mutually agreed upon agreement between the firm and the City, approved in accordance with the requirements of the Charter and Ordinances. Any assignments by the Corporation Counsel of "on-call, as needed" services in excess of the "not to exceed" amount in the Agreement shall be subject to sign-off by the Deputy corporation Counsel and shall be in compliance with any requirements of the Charter and Ordinances.

2.5 Proposal Submission Format

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

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

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

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

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

1. **Section 1- Executive Summary – Transmittal Letter:** Please provide

- A. Legal name of the firm.
- B. Address of the office that will be providing services and a list all office locations
- C. Date of the Proposal.
- D. Statement of Interest, including a narrative of specializations of individuals or the firm.
- E. Number of years in business
- F. Principal Firm Contact (name, phone, and email address)

2. **Section 2 - Scope of Services - Qualifications:**

- A. Identify and provide a statement of the firm's unique qualifications to provide the legal serves described herein.
- B. Identify any other recommended service in addition to those identified herein for consideration and possible incorporation in the engagement.
- C. Provide a brief history of the firm, including the size of the firm, firm structure, areas of practices, including the years in which the firm has provided municipal and public sector representation.
- D. Identify key qualities or services provided that distinguishes your firm from other firms and outline your firm's experience with similar current or completed projects. Provide a brief description of similar projects in which the key personnel may have worked together as a team.
- E. Provide complete resumes of (i) the individual designated buy the firm to the candidate for Corporation Counsel; and, (ii) the lawyers and other professionals and staff who will be available on an "on-call, as needed" basis.
- F. List the name and address of all firm(s) that may be used on this project with a brief description of their qualifications, with emphasis on each firm's expertise and your prior association with them, if any.
- G. Provide, in detail, any ethics violations or bar actions within the past five years against the firm, its attorney and employees.
- H. Provide a list of other local governments and clients the firm now represents that may cause a potential conflict of interest with your responsibility to the City.

3. **Section 3 - Project Team Organization and Staffing:**

- A. Provide an organizational chart for the proposed staff for this project.
- B. Identify the principal of your firm who will be responsible for this project.
- C. Estimate the percent of time you will have each staff member working on the project.
- D. Provide a statement describing how your firm proposes to provide legal services to the City, including office location, accessibility to Common Council members, and City staff.
- E. Demonstrate workload capacity commensurate with the level of service required by the City.
- F. Provide information about the firm's availability and capability to perform on short notice and to ensure timely response and completion of the City's schedules and deadline.
- G. Set forth the allocation of time and a "not to exceed" cost for the services and the Corporation Counsel and address the ways and means to ensure availability of the designated lawyer to be available without alteration of the costs contained in your proposal.
- H. Describe how your firm protects client confidentiality, within the parameters of the Rules of Professional responsibility and the provisions of the Freedom of Information Act.
- I. Describe the firm's approach to communication with the City in regard to progress reports, status reports, recommendation, status of opinions, etc.
- J. The City reserves the right to interview and specify key staff members on this project.

4. **Section 4 - Project Approach:** Describe your firm's project approach and how your staff and consultants will be organized and utilized.

5. **Section 5 - References:** Provide a list of at least three (3) 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 your firm'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:

- A. Client/Agency Name
- B. Contact name and title, 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

6. **Section 6-Forms:** Fully Completed Section 1 – Response Forms and the Non-Discrimination Certification

2.6 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	August/September
Common Council Committee Review	September/October
Common Council Review	September/October

2.7 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.

ITEM	EVALUATION FACTORS	POINTS
1	Specific Qualifications, Firm Requirements, Section 2.3.2.1 (a) through (b)	25
2	Specific Qualifications, Corporation Counsel Requirements, Section 2.3.2.2(a) through (e)	50
3	Fee Proposal	25
TOTAL		100

2.8 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.

2.9 Payment & Invoices

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

2.10 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

The agreement shall be for a period not to exceed the term of the Corporation Counsel, but may be terminated in whole or in part prior to the end of the term in the sole discretion of the Mayor and in accordance with the rules of Professional Responsibility governing attorneys in the State of Connecticut.

2.11 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.

2.12 Duration of Proposals

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

2.13 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.

2.14 Miscellaneous Conditions

2.18.1 All Firms are hereby informed that while the City has attempted to address all issues and conditions related to the operation of the Law Department, the City reserves the right to modify, add to, or delete terms or conditions addressed herein at any time during the selection process, the negotiation process after a selection has been made, and during the term of the agreement when it is deemed to be in the best interest of the City. There shall be no recourse against the City or the selected party by prospective proposers for changed terms or conditions throughout the term of the Agreement.

2.18.2. The Mayor has the unilateral right to appoint Corporation Counsel. As such, the selection committee's recommendation will at all times be subject the Mayor's right to select a Corporation Counsel. The City reserves the right to only award the "on call, as needed" services portion of this RFQ/P; award "on-call, as needed" legal services and Corporation Counsel services to different firms; the services of the Corporation Counsel only; or make no award under this RFQ/P at all.

2.18.3 The City reserves the right, in its sole discretion, to:

- A. Reject any or all proposals, including but not limited to the proposal of any firm that is in default of any prior contract with the City, the State or any other municipality in the State; or which has made a material misrepresentation thereunder;
- B. Waive any minor irregularities or informalities in a proposal;
- C. Correct inaccurate awards resulting from clerical errors; and
- D. Enter into any agreement deemed to be in the best interest of the City, with one or more of the firms responding.

2.18.4 The firm, the Corporation Counsel and the attorneys providing "on-call, as needed" services will be independent contractors and not employees of the City. Accordingly, the firm and the attorneys are responsible for all costs associated with maintaining their bar admission and ability to provide legal services in the State and Federal Courts in Connecticut, including the United States Court of Appeals for the Second Circuit and Supreme Court of the United States. The appointed individuals must provide their own malpractice insurance.

2.18.5 Non-Discrimination: The agreement will contain a non-discrimination clause through which no person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from the agreement on the grounds race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and the firm agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved. Any violation of the provision shall be considered a violation of a material provision of the agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the City and may result in ineligibility for further City contracts. The selected firm shall at all times in the proposal and contract process comply with all applicable City, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

2.18.6 Non-Discrimination Certification: The firm shall provide a non-discrimination certification as part of the firm's proposal (See Attachment A).

2.18.7 Recourse for City.

2.18.7.1 **Cancellation of Agreement: Material Failure.** Following engagement, should the Mayor find that the firm failed in any material respect to perform the obligations under the agreement, the City may cancel the agreement and the firm shall be liable for damages from such breach, including reasonably foreseeable incidental and consequential damages.

2.18.7.2 **Cancellation of the Agreement: Convenience.** Should the Mayor find that the legal services provided under the terms of this agreement precludes the City from administering its duties in an efficient manner or determines for any other reason that it is in the best interest of the City to terminate this agreement, the City may cancel the agreement at its convenience, in its sole discretion, upon ninety days written notice to the firm. In such event the City shall compensate the firm at the pro rata hourly rate for services performed through the effective date of the cancellation, which shall be in full and complete satisfaction of the firm's claims.

2.18.7.3 **Removal of the Corporation Counsel.** The attorney appointed to serve as Corporation Counsel may be removed in the sole discretion of the Mayor in accordance with the Charter.

2.18.7.4 **Return of Work Papers and Work in Progress.** The firm and the Corporation Counsel shall promptly return all work papers and work in progress to the City through the Deputy Corporation Counsel; or the successor Corporation Counsel.

2.18.7.5 Termination by the Firm. The firm shall provide the City at least one-hundred days prior written notice of its intent to terminate any agreement.

2.15 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 Legal Malpractice 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.

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 down load it for free from Adobe.

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

SECTION 4
NOT APPLICABLE

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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 A

Non-Discrimination Certificate

I, _____, of _____ (the "Firm")
(Authorized Signatory) (Title) (Name of Entity)

formed and existing under the laws of the State of _____
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of the Firm

and that the Firm agrees to comply with the nondiscrimination agreements and warranties of

Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

By: _____ Date: _____

Print Name: _____

Its _____, duly authorized

EXHIBIT 2



City of Norwalk, CT

Response to Request for Proposal (RFP)

for

Corporation Counsel and other
Legal Services

Submitted by:

Berchem Moses P.C.
1221 Post Road East
Westport, CT 06880

September 17, 2024

TABLE OF CONTENTS

SECTION 1 (EXECUTIVE SUMMARY / TRANSMITTAL LETTER):	3
SECTION 2 (SCOPE OF SERVICES / QUALIFICATIONS):	4-8
SECTION 3 (PROJECT TEAM, ORGANIZATION & STAFFING):	8-10
SECTION 4 (PROJECT APPROACH):	10-11
SECTION 5 (REFERENCES):	11-12
STATEMENT COMPLYING WITH RFP SECTIONS 2.3.2.1 & 2.3.2.2:	12-14
 RESUMES (APPENDIX – PART 1)	
a. MARIO F. COPPOLA, ESQ:	15-17
b. IRA W. BLOOM, ESQ:	18-19
c. CHRISTOPHER M. HODGSON, ESQ:	20-21
d. JONATHAN D. BERCHEM, ESQ.:	22-23
e. DOUGLAS E. LOMONTE, ESQ:	24
f. NICHOLAS R. BAMONTE, ESQ:	25-26
g. RYAN P. DRISCOLL, ESQ.:	27-28
h. REBECCA GOLDBERG, ESQ:	29-30
i. EILEEN L. FLUG, ESQ.:	31-33
j. MATTHEW STUDER, ESQ.:	34-35
 RECOMMENDATION LETTERS (APPENDIX – PART 2)	
a. JENNIFER TOOKER, WESTPORT FIRST SELECTWOMAN:	37
b. LYNNE VANDERSLICE, WILTON FORMER FIRST SELECTWOMAN:	38-39
c. KEVIN MOYNIHAN, NEW CANAAN FIRST SELECTMAN:	40
d. VICKI TESORO, TRUMBULL FIRST SELECTWOMAN:	41
e. MATTHEW FULDA, EXECUTIVE DIRECTOR, CT METRO COG:	42



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Matthew L. Studer
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* - Also Admitted in FL
○ - Also Admitted in IL
▶ - Also Admitted in MA
- - Also Admitted in NJ
◆ - Also Admitted in NY
● - Also Admitted in PA

Section 1 – Executive Summary – Transmittal Letter

September 17, 2024

Dear Mayor Rilling and members of the Committee:

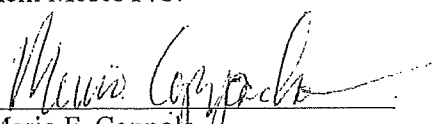
It has been my honor to serve as Corporation Counsel for the City of Norwalk since 2013. The officials and staff at City Hall have made this assignment quite enjoyable for me on both a professional and personal level. Through the years, I have handled many challenging legal assignments, mostly with success, and occasionally with unanticipated complications as happens in the municipal law business. But at all times, I have tried to proceed with the highest level of professionalism and service. I very much hope to continue representing the City of Norwalk, along with my colleagues at Berchem Moses, PC (the “Firm” or “Berchem Moses”).

Berchem Moses is a sophisticated 35+/- attorney multi-specialty law firm with offices in Westport and Milford, CT. The Firm is a leading player in municipal services and has the proven experience to provide all of the different types of legal services and representation set forth in the RFP. Our attorneys have litigated a wide variety of cases on behalf of municipalities from the Connecticut Superior Court, up to and through the Appellate and Supreme Courts. The Firm currently serves as general counsel to Westport, Wilton, New Canaan, Weston, Easton, Stratford, Milford, Derby, Woodbridge, Seymour, Beacon Falls, and Old Saybrook. The Firm also represents other municipalities as counsel in select matters and approximately 30 Board of Educations throughout the State. In our submittal, we provided multiple reference letters from other municipal clients.

All of us understand that this is a service business, and you and other municipal officials will be assured of prompt responses from our entire team. Those of us at the Firm who practice in the municipal area understand how municipalities work and we understand how the various governing officials and boards operate. We understand the need to operate efficiently and keep legal expenses to a minimum. We look for practical and cost-effective solutions to legal controversies whenever feasible.

I hope the attached provides you with all the information you need to allow me to continue my representation of the City of Norwalk along with my colleagues at Berchem Moses. Thank you for your time and consideration.

Berchem Moses P.C.

By: 
Mario F. Coppola

Section 2 – Scope of Services - Qualifications

2A – Firm’s Unique Qualifications to Provide Legal Services Described Herein

The Firm proposes legal services for all matters listed in Section 2.2.1 of the RFP. We have extensive experience in each of these areas.

General Municipal Law, Procedure and Governance: Many of our attorneys serve as Corporation Counsel, City Attorney or Town Attorney throughout Connecticut. Our knowledge and understanding of general municipal law, procedure and governance is extensive. We regularly respond to inquiries in these areas for municipal staff and officials, including during meetings of boards, commissions and legislative bodies. We also perform services in this area from issuing legal opinions to preparing regulations, ordinances and charter amendments.

Many of our attorneys are members of professional associations associated with our practice of municipal law such as: the Connecticut Association of Municipal Attorneys (CAMA), where Mario Coppola has served on the Board of Directors for many years; the Connecticut Bar Association (CBA) Planning & Zoning Section, where both Ira Boom and Mario Coppola have served as Chairman and on its Executive Committee; the CBA Labor and employment Sections; and Connecticut School Attorneys Council. Through our membership in these professional associations, we receive the latest updates on new changes in the law and prospective legislation that may affect Connecticut municipalities, which we regularly provide to our municipal clients.

Tax Assessment, Appeals and Collection: Our attorneys have handled hundreds, if not thousands, of property tax assessment appeals involving various types of real and personal property, including complex and specialized commercial properties, totaling billions of dollars. Attorneys Coppola, Studer and LeClerc regularly appear in the Connecticut Tax Court. Mario Coppola is a regular speaker to various professional associations, including to the Connecticut Association of Assessing Officers and Appraisal Institute, presenting on a variety of different topics pertaining to property tax law and tax appeal practice.

In the tax collection area, with some of our municipal clients, we have instituted and advised a foreclosure review committee to periodically review delinquent tax accounts based upon defined standards to advise when to proceed with filing a foreclosure action. It has worked successfully and resulted in a 100%+ collection rate. When necessary, we have routinely filed and processed foreclosure actions to collect tax debt. Attorney Coppola and other attorneys in the firm have provided counsel for municipal tax sales.

Litigation: Berchem Moses P.C. has a strong and large general litigation department, with a specialty practice in representing Connecticut municipalities throughout the Connecticut State and Federal Courts. Our group has handled numerous cases for municipalities to judgment from the Connecticut Superior Court up to and through the Appellate and Supreme Court, as well as cases in the Federal District Courts and 2nd Circuit Court of Appeals. Our litigation team has a track record of achieving successful results for our municipal clients. Over the years we have handled many complicated matters for municipalities for a wide variety of claims.

Real Estate: Several of the Firm's partners concentrate in the real estate area. We have handled hundreds of complicated commercial transactions, including for our municipal clients. We routinely draft and transact different legal instruments such as easements, licenses and covenants. We have handled several eminent domain proceedings for our municipal clients. Over the years, Attorney Doug LoMonte has provided his assistance to the Norwalk Law Department to advise on a variety of complicated legal issues that arose during complicated transactions for the City.

Labor and Employment Law: Our experience in the employment area is extensive. We are routinely referred questions related to hiring and discharging of personnel, in addition to other employment and human resource issues. Over the years, we have conducted workplace investigations for municipalities involving diverse issues as employee misconduct, violations of workplace policies, sexual harassment, hostile work environment, discrimination, retaliation, employee conflicts, ethics violations and workplace violence. We work proactively with our municipal clients, providing counsel and training to minimize risk and to anticipate and prepare for the many complex issues facing municipal management. We regularly appear before administrative agencies, such as the CHRO and the Department Labor, and in state and federal courts to defend municipalities against employee claims. A significant part of our labor practice is dedicated to collection bargaining as lead negotiators. We have obtained arbitration awards among the lowest in the state.

Contracts and Procurement: We are experienced in dealing with the different types of contracts that would be applicable to the City of Norwalk and have performed all areas of contract services from negotiating to drafting to advising municipal staff, officials and agencies. Based on our vast experience in doing contract work for municipalities, we are often able to access on our system a previous agreement we have completed to first refer to when taking on a new contract assignment. The ability to do so often saves us time, and legal fees for our clients. Over the years, Attorney Doug LoMonte has provided his assistance to the Law Department to advise on complicated legal issues that come about in the negotiation and/or preparation of contracts for the City of Norwalk.

We regularly advise our clients regarding public contract bidding and procurement, and we have prepared ordinances and written procedures to ensure legal compliance in this area.

Administrative and Regulatory Law: We have extensive experience in almost all aspects of administrative law at the local level, along with state agencies.

Land Use and Zoning: We regularly advise land use staff, boards and commissions on the latest developments in the law. We provide training sessions for land use board and commission members. We attend public meetings as required. We have extensive experience handling issues and matters all land use agencies, including but not limited to: planning and zoning commission, zoning board of appeals, conservation commission, inland wetland agency, historical commission, harbor commission, and the water pollution and control authority.

We have successfully defended the decisions of municipal land use boards and commissions in hundreds of land use appeals in the Superior Court, including in appeals up to and through the Connecticut Appellate Court and Supreme Court.

As indicated in the resumes, our attorneys are regular speakers at land use seminars; have served in leadership positions for the CBA Planning and Zoning Section; and have been widely recognized as top lawyers in land use and zoning by various publications including Best Lawyers in America and Super Lawyers.

Environmental Law: Over the years we have generally handled the various environmental law issues that would come up in a contract or real estate transaction involving one of our municipal clients. First and foremost, we identify any environmental issues of concern and make sure that the municipality is appropriately protected in the contract or transaction.

Civil Rights: Our municipal litigators and employment lawyers have handled complex civil rights issues. Our firm is regularly retained by insurance carriers to defend municipalities in cases arising from the assertion of Section 1983 complaints, including claims of excessive force against law enforcement officers.

Freedom of Information (FOIA): We continually advise our municipal clients in a manner to avoid FOIA claims through careful adherence to the statutes and governing cases. We regularly conduct training sessions for municipal officials and staff concerning FOIA.

We frequently appear at the Freedom of Information Commission (FOIC), and we are thoroughly familiar with the law and the process. We have been highly successful defending and resolving complaints for our municipal clients.

Education Law: Berchem Moses has been a leading player in the field of education law in Connecticut for over 40 years. The firm represents Board of Education throughout the State, including the Norwalk Board of Education for many years. Our firm has vast experience in all areas of education and special education law.

2B – Any Other Recommended Service

The Firm is not presenting any other recommended service in addition to those identified herein for consideration and possible incorporation in the engagement.

2C – History, Size and Structure of Firm

Berchem Moses was first established in 1933. The Firm has 35 attorneys and 23 staff consisting of legal assistants and administrative staff. The different levels of attorneys are: senior partners, partners, senior counsel, counsel, and associates. The Firm has two fully staffed offices in Westport and Milford, CT. The Firm's general practice areas are as follows: affordable housing, community and economic development; business law; commercial and residential real estate and financing; divorce and family law; education law; environmental law; estate and tax planning and administration; insurance defense and worker's compensation; employment and labor law; land use and zoning; litigation; municipal law and property tax assessment appeals. The Firm has many years of representing municipalities and other public sector clients. Some of our current municipal and public sector clients have been continuously represented by Berchem Moses for over 40 years.

2D – Key Qualities or Services and Similar Projects

Our firm's municipal law practice in Connecticut, and particularly throughout Fairfield County, distinguishes us from other firms. Our firm occupies a unique place among firms which practice in the municipal area. Many smaller firms are simply not capable of handling certain municipal matters. While other firms may have one or a few municipal clients, our Firm specializes in representing municipalities. The Firm represents approximately 30% of all Fairfield County municipalities as general counsel and provides legal services on a regular basis for other municipalities in Fairfield County and throughout the state.

2E – Resumes of Attorneys

Resumes of the attorneys that would be performing work for the City of Norwalk are attached hereto in **Appendix (Part I)**. Those attorneys are: Mario Coppola (proposed to continue as Corporation Counsel); Ira Bloom, Christopher Hodgson, Jonathan Berchem, Douglas LoMonte, Nicholas Bamonte, Ryan Driscoll, Rebecca Goldberg, Eileen Flug and Matthew Studer.

2F – Firms that May be Used On This Project

We do not propose for any other firm to provide legal services for this project. Our firm has the ability and experience to perform all of the different areas of legal services proposed in this RFP.

2G – Ethics Violations Or Bar Actions Within Past 5 Years

There have not been any ethics violations or bar actions against any attorneys in the Firm within the past 5 years.

2H – Possible Conflicts of Interest

There are no other local governments or other clients that the Firm represents that we believe may cause a potential conflict of interest with our responsibilities to the City. Please note that Mario Coppola has already been serving in the position as Norwalk Corporation Counsel for the past 11 years without any conflict issues concerning any of the Firm's other clients.

3A & 3B– Organizational Chart And Principle Responsible

Mario Coppola will serve as the Corporation Counsel and he will manage the Firm's engagement with the City. Mario will determine which attorney in the Firm is most appropriate for each matter assigned to the Firm.

3C – Estimate of Percentage of Time of Staff

It is difficult, if not impossible, to estimate the percentage of time that each attorney at the Firm may work on any future project for the City of Norwalk. All of the attorneys from Berchem Moses as proposed on the project team will be available to serve Norwalk. Mario Coppola has already been managing the City's legal work for the past 11 years. He will be in the best position to designate attorneys to handle matters for the City on an as needed basis to supplement the work of the other attorneys in the Law Department.

3D – Manner In Which Legal Services Will Be Provided

The Firm proposes for Mario Coppola to continue to serve as the Corporation Counsel in a similar manner to which he has performed those services for many years. Mario will continue to maintain an office at City Hall and regularly attend meetings there. Mario will continue to perform other legal services and representation in Court. Other members of the Firm will be available to attend meetings at City Hall, hearings and court events as needed. Mario will continue to make himself available to Common Council members and other City officials and staff. Other attorneys at the Firm will also be made available to City officials and staff on an as needed basis.

3E – Workload Capacity Commensurate with Level of Service Required by the City

Presumably the City is seeking to contract services for the Corporation Counsel position because the Law Department needs a Firm on retainer to be available to perform legal services and representation to supplement the relatively small staff of attorneys in the Law Department. The attorneys in the Law Department are of the highest quality, but they are limited by the volume of work that is required to be performed by the City's attorneys, as well as the complexity of the legal work. The Firm has the capacity to provide the Law Department with whatever additional assistance it needs on an as needed basis ranging from providing legal opinions to handling matters in specialized areas and complex litigation.

3F – Availability to Perform on Short Notice and Timely Responses and Schedules

One of the basis principles of our municipal practice is our responsiveness, especially during times of urgency or emergency. For the past 11 years, Mario Coppola has always made himself available to City officials and staff for any urgent matters or legal issues that arise unexpectedly. When representing a municipality, it should be expected that unexpected things happen, and you must be available at any time. A prompt response should not be underestimated. We all try to respond to calls and emails in a prompt manner.

3G – Allocation of Time and “Not To Exceed” Cost for Services

Monthly retainer: \$15,000. This would include but not be limited to:

- time spent by the Corporation Counsel for daily legal matters, including email correspondence, review of documents, routine communications and other work in the Law Department at City Hall;
- legal research, analysis and issuance of legal opinions;
- preparation of memoranda regarding new cases, legislation and other developments in the law;
- FOIA inquiries and compliance; weekly meetings and telephone conferences with Town officials and staff;
- attendance at Council, board, commission and meetings; labor and employment inquiries;
- training sessions for boards, commissions and the Council.
- Essentially, the work associated with the monthly retainer would include the services that are currently being performed by the Corporation Counsel. However, other attorneys in the firm will also be available to perform these services. That will allow the City to be better served at times by different attorneys within the firm that have better experience to handle certain specialized matters (i.e., employment law, transactional, contract, etc...).
- Please note that hours will be recorded for time spent under the retainer services and we propose that the Corporation Counsel will review the time spent under the retainer on a bi-annual basis with the Mayor, Chief of Staff and CFO to confirm that the hours provided are in line with the monthly retainer payments.

Hourly matters: In addition to the monthly retainer, litigation (land use appeals; other civil litigation; tax appeals; etc...); and longer-term legal projects will be billed at significantly discounted municipal hourly rates as follows: partners and senior counsel at \$265; associates at \$195 and paralegals at \$125 (please note that we for the most part do not bill the services of our legal assistants and paralegals and only do so for their work associated with major projects, such as related to litigation.

Miscellaneous costs: We do not charge for routine copying, faxing, computer research fees or other administrative costs. Larger photocopying projects requiring outside services are infrequent but will be billed at actual cost. Marshal fees, court filing fees, courier service, Fed Ex, and other third party charges will be billed at actual cost.

Cost Containment Measures: As discussed above, the Corporation Counsel will conduct periodic meetings during the year to assess the legal budget status and the Firm will provide detailed monthly bills that allow for tracking our work. We will be careful to minimize extra costs and fees to stay within the budget as much as possible. This approach has worked for our other municipal clients with infrequent requests for additional legal funds.

Since we provide services to multiple municipalities, appearances in court can be coordinated to save expenses for each municipality. For instance, both New Canaan and Westport have land use appeals scheduled on administrative calendars in Stamford Court. We provide periodic updates to all of our towns on the latest developments in case law and on new legislation.

3H – Protection of Client Confidentiality

Attorneys and staff at the firm are trained to protect client confidentiality and the Firm's electronic and document management systems have appropriate security measures in place to ensure the protection of confidential client communications and documentation. The Firm has vast experience in the handling of FOIA claims and issues on behalf of municipalities so we are well versed in when certain records within our possession may be subject to disclosure under FOIA.

3I – Communication With City Officials

Over the past 11 years, Mario Coppola has developed a system for providing effective communications with City officials and staff. This includes his regular attendance at weekly cabinet meetings of the Mayor and other chief-level appointments and informal bi-weekly meetings with the Mayor and Chief of Staff.

4 – Project Approach

Our approach is governed by the following guidelines:

Preventative Law: We provide guidance through seminars, memoranda and regular advice to avoid lawsuits. We advocate a system where key municipal officials have full access to the town's attorneys to have their inquiries answered. We generally encourage regular phone calls or email inquiries from key city officials. Regular hours and appearances in city hall are also very helpful, and we suggest that a schedule be established for office hours.

Prompt and efficient service: You will be assured of prompt and timely responses at all times. The Mayor, for example, must be able to respond to her constituents, boards, and staff members quickly. Our advice is often essential to that ability. The Mayor's Chief of Staff similarly needs prompt responses. The Mayor, Chief of Staff and other designated officials will be able to contact Mario Coppola at virtually all times or one of the other members of the Firm's Norwalk team will be available to attend meetings or conferences.

Protection of the City, its reputation, and its finances: We approach all matters with the City's best interests first. We strive to maintain the City's reputation for fair dealing, openness and honesty. After all, we are dealing with members of the Norwalk community, who deserve to be treated respectfully. The City's finances are also essential to our efforts, and we strive to minimize unnecessary prolonged litigation and work within our budget.

5 – References

Jennifer Tooker, First Selectwoman

Town of Westport

57 Morningside Drive South

Westport, CT 06880

(203) 341-1111

jtookero@westportct.gov

-Served as Town Attorney since 1998

-Performed all legal services associated with Town Attorney position.

-Recommendation letter enclosed in Appendix.

Lynne Vanderslice Former First Selectwoman

(2014-2023), **Town of Wilton**

103 Middlebrook Farm Road

Wilton CT 06897

(203) 451-3030

lyvanderslice@yahoo.com

Served as Town Attorney since 2014

-Performed all legal services associated Town Attorney position.

-Recommendation letter enclosed in Appendix.

Kevin Moynihan, Former First Selectman

(2017-2023) **Town of New Canaan**

330 Elm Street, No. 6

New Canaan, CT 06840

(203) 331-2016

Kevin.moynihan@newcannanct.gov

-Served as Town Attorney since 2012

-Performed all legal services associated with Town Attorney position.

-Recommendation letter enclosed in Appendix.

Vicki Tesoro, First Selectman

Town of Trumbull

5866 Man Street

Trumbull, CT 06611

203-452-5007

Vtesoro@trumbull-ct.gov

-Served as Town Attorney or Counsel since 2009

-Handled select legal work in select areas including: land use and zoning, property tax assessment appeals and labor and employment.

-Recommendation letter enclosed in Appendix.

Matthew Fulda, Executive Director

CT Metropolitan Council of Governments

1000 Lafayette Boulevard, Suite 925

Bridgeport, CT 06604

(203) 366-5405

mfulda@ctmetro.org

-Served as counsel since 2020

-Performed legal services in areas of planning and zoning, contracts, labor and employment.

-Recommendation letter enclosed in Appendix.

Samantha Nestor, First Selectwoman

Town of Weston

56 Norfield Road

Weston, CT 06883

(203) 222-2656

snestor@westonct.gov

-Served as Town Attorney since 2018.

-Performed all legal services associated with Town Attorney position.

-Recommendation letter enclosed in Appendix.

Please note that for any of our above references, we can provide any additional information regarding our engagements with those municipal clients upon request. Additionally, we can also provide you with references of any of our other current municipal clients upon request.

**Narrative Statement Demonstrating Compliance with
RFP Requirements in Sections 2.3.2.1 and 2.3.2.2 (Pages 27-29 of RFP)**

2.3.2.1(a)(1)(2) Firm Requirements (Legal Services)

Please note that the resumes of the attorneys referenced in this Section are enclosed in **Addendum – Part I** further below. The Firm offers legal services for all matters listed in Section 2.2.1 of the RFP and provided a full description of all those practice areas of the Firm in Section 2A above. The Firm proposes the following attorneys to provide those services:

General Municipal Law, Procedure and Governance: Mario Coppola will be the primary attorney and Nicholas Bamonte and Eileen Flug will be the secondary attorneys.

Tax Assessment, Appeals and Collection: Mario Coppola will be the primary attorney and Matthew Studer will be the secondary attorney.

Litigation: Jon Berchem will be the primary attorney and Mario Coppola and Ryan Driscoll will be the secondary attorneys.

Real Estate: Doug LoMonte will be the primary attorney and Brian Lema will be the secondary attorney.

Labor and Employment Law: Chris Hodgson will be the primary attorney and Rebecca Goldberg will be the secondary attorney.

Contracts and Procurement: Doug Lomonte will be the primary attorney and Eileen Flug will be the secondary attorney.

Administrative and Regulatory Law: Mario Coppola will be the primary attorney and Matthew Studer and Nicholas Bamonte will be the secondary attorneys.

Land Use and Zoning: Mario Coppola will be the primary attorney; Ira Bloom, Matthew Studer and Nicholas Bamonte will be the secondary attorneys.

Environmental Law: Doug LoMonte will be the primary attorney, and Brian Lema will be the secondary attorney.

Civil Rights: Ryan Driscoll will be the primary attorney and Jon Berchem will be the secondary attorney.

Freedom of Information (FOIA): Nicholas Bamonte will be the primary attorney and Eileen Flug will be the secondary attorney.

2.3.2.1(a)(3) Firm Requirements (Legal Services)

The firm has thirty-five (35) attorneys licensed to practice law in Connecticut and approximately twenty (20) full time support staff.

2.3.2.1(a)(4) Firm Requirements (Legal Services)

The firm serves as the chief legal counsel (i.e., Town Attorney) for the following municipalities in Fairfield County: Westport, Wilton, New Canaan, Weston, Easton and Stratford. The firm regularly provides legal services to Fairfield County municipalities Trumbull and Bridgeport. Over the years, the firm has provided legal services to other municipalities in Fairfield County such as Greenwich, Stamford, Darien and Monroe.

Outside of Fairfield County, the firm serves as chief legal counsel for Milford, Derby, Seymour, Beacon Falls and Old Saybrook. The firm regularly provides legal services to many other municipalities throughout Connecticut which are outside of Fairfield County.

2.3.2.1(a)(5) Firm Requirements (Recommendations and References)

As further detailed in **Section 5 (References)** below, enclosed in **Addendum (Part II)** are letters of reference from the following chief elected municipal officials of other municipalities (and a director from one regional COG) for which the firm is currently appointed or engaged as legal counsel:

- i) Jennifer Tooker, Westport First Selectwoman;
- ii) Lynne Vanderslice, Wilton Former First Selectwoman (2014-2023);
- iii) Kevin Moynihan, New Canaan Former First Selectman (2017-2023);
- iv) Vicki Tesoro, Trumbull First Selectwoman;
- v) Matthew Fulda, Executive Director, CT Metropolitan Council of Governments.

2.3.2.1(b) Approach To Providing “On Call Legal Services”

Please see our response above in **Section 4**.

2.3.2.2(a)(e) Corporation Counsel Requirements

(a)(b) The firm proposes for Mario Coppola to continue to serve as the Norwalk Corporation Counsel, a position he has held since 2013. Mario’s principle office is located at 1221 Post Road East in Westport, CT. Mario also maintains an office in the Norwalk Law Department. Mario is one of the longest serving Corporation Counsel of any of the other major cities in Connecticut and the longest serving chief level employee of the City of Norwalk. In addition to his work for the City of Norwalk, Mario has performed similar legal work for the firm’s other municipal clients for many years such as: Westport, Wilton, Weston, New Canaan,

Easton and Trumbull. Mario has also served as counsel to the Connecticut METRO COG, which is a multi-discipline regional planning organization consisting of six member municipalities (Bridgeport, Easton, Fairfield, Monroe, Stratford and Trumbull).

(c) For the past eleven (11) years, Mario has actually demonstrated that he can meet the weekly average and fluctuating time commitments of the Corporation Counsel position. As Mario's wife will attest, Mario tries to always make himself available to respond to requests for his assistance or advice from Norwalk officials and staff, including during evenings, weekends and vacations.

(d) From his many years of service in the position, Mario has more than sufficient knowledge of the subject matter areas set forth in this RFP.

(e) Mario Coppola will implement the strategic plan of the firm by determining where certain personnel from the firm can provide the Law Department with the additional assistance it needs either because someone in the firm possesses a certain subject matter expertise that would be of service or to handle certain litigation or other matters based on the volume of work and capacity of the Law Department.

ADDENDUM (PART I) - ATTORNEY RESUMES

MARIO F. COPPOLA, ESQ.



BAR ADMISSIONS

- Connecticut, 2004
- U.S. District Court District of Connecticut, 2005

EDUCATION

- BOSTON COLLEGE, Chestnut Hill, Massachusetts, B.A., 2001
Honors: Golden Key National Honor Society (2001)
- UNIVERSITY OF CONNECTICUT SCHOOL OF LAW, Hartford, Connecticut, J.D., 2004
Honors: National Italian Bar Association Scholarship Recipient (2004), Pudlin Scholar (2004), CALI Excellence Award for class participation (2003).

PROFESSIONAL EXPERIENCE

- Norwalk Corporation Counsel – 2013 to present.
- Trumbull Town Attorney or special Counsel - 2009 to present.
- Westport Assistant Town Attorney - 2006 to present.
- Serves as general counsel to the Connecticut Metropolitan Council of Governments – 2020 to present.
- Regularly provides legal services and representation in court proceedings to other municipalities such as the Towns of Westport, Wilton, Easton, Trumbull and New Canaan.
- Areas of involvement with municipal clients include but is not limited to tax assessment appeals, land use and zoning, FOIA, tax collection, foreclosure and enforcement actions.
- Advises municipal boards, commissions and departments on various legal issues.
- Represents private clients in land use, zoning and tax assessment appeal applications at the agency level, as well as representing municipal and private clients for administrative appeals through the trial court and appellate levels.
- Represents municipal, corporate and individual clients in various areas of civil litigation such as commercial disputes, foreclosure, debt collection and personal injury.

PROFESSIONAL RECOGNITION

- AV (Preeminent) Peer Review Rating by *Lexis Nexis Martindale Hubble*, which is the highest possible rating, signifying very high to preeminent legal ability and integrity and is awarded based on confidential survey responses from practicing attorneys.
- Recognized by Avvo, a national independent lawyer rating service, with the highest possible ranking of “10 out of 10”/”Superb”.

- “New England Super Lawyer” designation, *New England Super Lawyers Magazine* 2013-2024 and “Connecticut Super Lawyer” designation, *Connecticut Magazine*, 2013-2024, for his work in the area of land use and zoning.
- Named by *Connecticut Law Tribune* as one of its “New Leaders in the Law” in its November 2012 edition of its New Leaders In The Law Yearbook.
- “New England Rising Star” designation, *New England Super Lawyers Magazine*, 2010-2012 and “Connecticut Rising Star” designation, *Connecticut Magazine*, 2010-2012, for his work in the area of land use and zoning.
- In June 2015, awarded one of the *Fairfield County Business Journal* “40 Under 40” which “recognizes the best and brightest business leaders under the age of 40.”

AFFILIATIONS

- Connecticut Bar Association (“CBA”) Planning & Zoning Section – Chairman
- CBA Young Lawyer’s Section – Executive Committee Co-Chair.
- CBA Municipal Law & Government Services Section - Executive Committee Member
- Fairfield County Bar Association (“FCBA”) - Co-Chair of Land Use and Municipal Law Sections
- Connecticut Municipal Attorneys Association (“CAMA”) – Board of Directors

SEMINARS AND PUBLICATIONS

- “The Law In Connecticut Regarding Municipal Tax Exemptions For Real Property”, the Connecticut Association of Assessing Officers, Annual Assessor School at UConn, June 6, 2024
- “Pretrial Process and Form Discovery Requests in Property Tax Assessment Appeals,” The Connecticut Association of Assessing Officers, Annual Assessor School at UConn, June 8, 2023
- “Recent Developments In Regulating Short-Term Rentals,” Connecticut Association of Municipal Attorneys, June 16, 2023
- “Insight and Practice Tips for Handling Applications under the Religious Land Use and Institutional Persons Act (RLUPA),” CBA Planning and Zoning Section, November 18, 2019
- “Air BnB Law: The Implications of Short-Term Rentals for Property Owners and Municipalities,” CBA Annual Meeting, June 11, 2018
- “Hot Topics in Land Use Law and Practice 2018,” Connecticut Chapter of the American Planning Association, June 8, 2018
- “Tax Appeal Cases – Perspectives and Practice Tips from Municipal Attorney and Taxpayer’s Attorney”, Westport Bar Association, February 22, 2018
- “Connecticut Land Use Law For Municipal Land Use Agencies, Boards And Commissions”, CBA Planning And Zoning Section, March 25, 2017

- “Hot Topics In Land Use Law and Practice 2017”, Connecticut Chapter of the American Planning Association, June 16, 2017
- “Connecticut Case Studies in Ad Valorem Taxation Litigation”, Appraisal Institute, April 2016
- “Connecticut Case Studies in Ad Valorem Taxation Litigation”, Appraisal Institute, April 2016
- “The Top 7 Ways To Get Your Project Approved When the Regulations Do Not Allow It (A Thorough Discussion Of The Use of Variances, Text Changes, Waivers, Interpretations, Non-Conformity, Exemptions and Special Permits/Exemptions)”, Fairfield County Bar Association, October 2013.
- “Tax Appeal Cases, Perspectives and Practice Tips from Municipal Attorney,” School for Connecticut Assessors and Board of Assessment Appeals, June 2013.
- “Legislative Update,” CBA Planning & Zoning/Environmental Sections, June 2013.
- “Everything you need to know about the new bonding requirements for subdivision and site plan approvals created by Public Act 11-79,” Fairfield County Bar Association, March 2012.
- “Abandonment and Discontinuance of Public Roads,” Fairfield County Bar Association, January 2011.
- “Real Estate Valuation Basics and Review of Tax Assessment Appeals and Eminent Domain Procedures,” Connecticut Bar Association, March 2010.

IRA W. BLOOM, ESQ.



EXPERIENCE

2008 to present Berchem, Moses & Devlin, P.C.
(Wake, See, Dimes & Bryniczka merged with BMD in February, 2008)
1221 Post Road East, Westport, CT 06880

1978 to 2008 Wake, See, Dimes & Bryniczka

AREAS OF PRACTICE

- Land Use and Municipal Law
- General Civil Litigation
- Real Estate

EDUCATION

CLARK UNIVERSITY, Worcester, Massachusetts
(B.A., magna cum laude, 1975)
Phi Beta Kappa

UNIVERSITY OF CONNECTICUT, SCHOOL OF LAW, Hartford, Connecticut
(J.D., 1978)

BAR ADMISSIONS

- Admitted to Practice, Connecticut (1978)
- Admitted to Practice, U.S. District Court, District of Connecticut (1978)

CURRENT PEER-RATED LISTINGS

- Martindale-Hubbell – AV Rating (Preeminent)
- “Super Lawyer” Designation, *Connecticut Magazine*, 2009-present

ACCOMPLISHMENTS

- Town Attorney, Town of Westport (1998 to present)
- Town Attorney, Town of New Canaan (2012 to present)
- Town Attorney, Town of Wilton (2012 to present)
- Town Attorney, Town of Weston (2012 to present)
- Counsel for Easton (2003 to present)
- Land Use Counsel, Town of Madison
- Special Town Counsel for Greenwich, Darien, West Haven, Fairfield and Monroe
- Frequent speaker before the Connecticut Bar Association (CBA), Connecticut Association of Municipal Attorneys (CAMA).

- Past speaker and attendee at events and seminars sponsored by the Fairfield County Bar Association and WestCOG
- Past Treasurer, Connecticut Association of Municipal Attorneys
- Member, International Municipal Lawyers Association (IMLA)
- Member, Connecticut Chapter of the American Planners Association (CCAPA)
- Member, Fairfield County Regional Bar Association (1997-present)
- Member, Connecticut Bar Association, (Chair - Planning & Zoning Section, 2009 to 2012)
- James W. Cooper Fellow of the American Bar Foundation
- Past President, Vice President, Secretary and Treasurer of the Westport Bar Association

COMMUNITY INVOLVEMENT

- Member and Chair of the Westport Board of Education (1989- 1997)
- Westport Sunrise Rotary, 2009 to present
- Member and Deputy Moderator, Westport Representative Town Meeting (RTM), 1981-1989

PUBLICATIONS

- Article on cell towers appearing in the *Connecticut Lawyer*, October 2002
- Article on Poirier v. Zoning Board of Appeals appearing in the *Connecticut Lawyer*, June/July 2004
- Article on new Administrative Appeal rules, *Connecticut Lawyer*, March, 2012.
- Follow-up article on Administrative Appeals, *Connecticut Lawyer*, February, 2015.

CHRISTOPHER M. HODGSON, ESQ.



BAR ADMISSIONS:

- U.S. Court of Appeals 2nd Circuit, 2011
Connecticut, 1985
- U.S. District Court District of Connecticut, 1985

EDUCATION:

- **University of Richmond, The T.C. Williams School of Law, Richmond, Virginia**
Juris Doctor – 1985
- **University of Vermont, Burlington, Vermont**
Bachelor of Arts, English Language and Literature/Letters – 1982
- **Choate Rosemary Hall, Wallingford, CT**
1974-1978

PROFESSIONAL EXPERIENCE:

- **Berchem, Moses & Devlin, P.C., Milford, CT**
Senior Partner
January 2015 to Present
- **Durant, Nichols, Houston, Hodgson & Cortese-Costa, P.C.,
Bridgeport, CT**
Attorney and Partner
January 1990 – December 2014
- **Lynch, Traub, Keefe & Errante, P.C., New Haven, CT**
Associate
June 1985 – December 1990
- Senior level attorney represents numerous private and public sector employers in collective bargaining and labor relations matters including negotiating collective bargaining agreements, presenting municipal and Board of Education interest arbitration cases, and defending grievance arbitration claims. Advises employers regarding all laws applicable to the workplace. Represents management in a wide spectrum of labor and employment litigation in state and federal courts.
- Attorney Hodgson has defended hundreds of discrimination claims before the Connecticut Commission on Human Rights and Opportunities, and has significant experience before the National Labor Relations Board. He has argued cases before Connecticut's Supreme and Appellate Courts.

AWARDS AND RECOGNITION:

- Martindale-Hubbell AV Preeminent rated attorney
- Best Lawyers in America since 2010
- New England Super Lawyers since 2008
- Connecticut Super Lawyers since 2007 for Labor & Employment Law

COMMUNITY SERVICE:

- Past President of Choate Rosemary Hall Alumni Association
- Choate Rosemary Hall Board of Trustees
- Bridgeport Chamber of Commerce Executive Committee
- The Barnum Museum Board of Directors
- Past President of Yale Youth Hockey Association

JONATHAN D. BERCHEM, ESQ.



EDUCATION

SYRACUSE UNIVERSITY COLLEGE OF LAW, Syracuse, N.Y., J.D. received 1995

FAIRFIELD UNIVERSITY, Fairfield, Connecticut. B.A. in Political Science received 1992.
Member of University Judicial Board (1990-1992)

BAR ADMISSIONS

Connecticut, U.S. District Court of Connecticut, Commonwealth of Pennsylvania and the U.S. Supreme Court

EMPLOYMENT EXPERIENCE

Berchem Moses P.C. 1995 to Present

City of Milford, Connecticut November 2011 to Present
City Attorney

PROFESSIONAL EXPERIENCE

- Senior Partner in the Litigation Department
- City Attorney for mid-sized Connecticut municipality responsible for managing all litigation claims, workers' compensation claims, collective bargaining and labor relations matters including negotiating collective bargaining agreements, presenting municipal interest arbitration cases, and defending grievance arbitration claims on behalf of management.

PROFESSIONAL COMMUNITY AFFILIATIONS

Member, American, Connecticut, New Haven County and Milford Bar Associations
Member, Chairmen, CIRMA Claims Advisory Committee 2016-
Member, Fairfield County Grievance Panel, 2015 -
Member, Connecticut Bar Examining Committee, Grader 2001-
Member, Chairman Board of Directors, United Way of Milford, Inc. 2005 – 2017
Member, Vice-Chairman Board of Managers, Milford/Orange YMCA 2005 – 2012
Member, Board of Directors, Cardinal Sheehan Center, Bridgeport, Connecticut 2011- 2016
Member, Fire Commission, City of Milford, 2008- 2011
Member, Board of Directors, Milford Rape Crisis Center 2016 -

AWARDS AND RECOGNITION

- Martindale-Hubbell AV Preeminent rated attorney
- Milford Chamber of Commerce, Public Sector Award, 2012
- Boy Scouts of America Good Scout Award 2017

DOUGLAS E. LOMONTE, ESQ.



EDUCATION

University of Connecticut School of Law, Hartford, Connecticut, 1991, Juris Doctor
Trinity College, Hartford, Connecticut, 1988, B.A., Major: History
University of New Haven, West Haven, Connecticut, 1999, M.S. (Taxation)

BAR ADMISSIONS

Connecticut, 1991
U.S. District Court District of Connecticut, 1991

PROFESSIONAL EXPERIENCE

Twenty five years of experience in counseling and representation of:

- Municipal elected officials on matters related to construction projects (RFPs, bidding and contracts, real estate (acquisition, sale and leasing), communications facilities (leases to cellular service companies) and employee benefits;
- Entrepreneurs, business owners and managers in general business matters;
- Private and public sector landlords in leasing matters;
- Commercial lenders;
- Private and public sector employers on tax and employee benefits issues; and
- Purchaser(s) and seller(s) of small businesses

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

American Bar Association
Connecticut Bar Association (Business Section)



NICHOLAS R. BAMONTE, ESQ.

BAR ADMISSIONS

- Connecticut, 2011
- U.S. District Court District of Connecticut, 2014

EDUCATION

- UNIVERSITY OF NEW HAMPSHIRE SCHOOL OF LAW, Concord, New Hampshire, J.D., 2011
 - Honors: Competitor and Team Coach at the Willem C. Vis International Commercial Arbitration Moot Court Competition (Vienna, Austria)
- MARIST COLLEGE, Poughkeepsie, N.Y., B.A. (Communications – Journalism), 2007
 - Paralegal Certificate
 - Honors: President's Scholarship

PROFESSIONAL EXPERIENCE AND RECOGNITION

- Partner, Berchem Moses PC – January of 2023 to present (Associate 2018-2022). Currently practices primarily in the areas of land use and municipal law.
- Town Attorney for Town of Woodbridge (2024 to present).
- Waterbury Deputy Corporation Counsel (2016-2018); Waterbury Staff Attorney (2013-2016). Joined Office of the Corporation Counsel for the City of Waterbury as a Staff Attorney, over the next five years advanced into the role of Assistant (Deputy) Corporation Counsel and managed a 20-plus person staff while handling substantial volume of municipal matters.
- Associate, Hunt Liebert Jacobson, P.C. (2012-2013). Hartford-based law firm representing the nation's largest financial institutions during the aftermath of the housing crisis.
- Principal, Bamonte Law (2011-2012). Barred in Connecticut in 2011 and immediately opened solo practice in hometown of Waterbury, CT; gained firsthand knowledge and experience in the local court system.
- Experience representing municipality in tax matters involving land use appeals; tax assessment appeals; tax foreclosures; direct collection actions; and tax assessment/abatement agreements.
- Additional municipal experience in local charter and ordinance interpretation; property acquisition and disposition; zoning, building and blight code enforcement; and cell towers, and affordable housing. Extensive experience in Freedom of Information compliance and defense, having attended dozens of hearings in contested cases over past 5 years.
- Provides legal advice and representation to various boards and commissions, including: the boards of aldermen and Town councils, boards of selectmen, boards of education, local planning commissions, zoning commissions, zoning boards of appeal, wetlands/conservation commissions, and other local committees.
- Recipient of the Connecticut Law Tribune's 2023 "New Leader in the Law," New England Legal Awards.

AFFILIATIONS

- Amity Club of New Haven, July 2023 to present
- Fairfield County Bar Association, Municipal Law Committee, July 2018 to present
- Connecticut Association of Municipal Attorneys (CAMA), April 2016 to present
- Connecticut Conference of Municipalities (CCM), April 2016 to present
- Connecticut Bar Association, Planning & Zoning Section, Executive Committee, November 2011 to present
- American Bar Association, November 2011 to present

COMMUNITY ACTIVITY

- Amity Club of New Haven, July 2023 to present
- Youth sports (raising four young boys)
- Boys Scouts of America

SEMINARS AND PUBLICATIONS

- Real Estate Valuation Basics and Property Tax Assessment Appeals (FCBA), April 2019
- Uniform Relocation Assistance Act (CCM), January 2017, June 2018
- City of Waterbury Procurement Process (Board of Ed./Board of Aldermen), June 2017
- How to “Better” Collect Taxes (CAMA), February 2016

RYAN P. DRISCOLL



PROFESSIONAL EXPERIENCE

Berchem Moses, P.C.

Milford, CT

Partner – Litigation Department

December 2007 – Present

- Manage and oversee all aspects of civil litigation involving business/commercial law, civil rights claims, municipal law, insurance defense, education law and worker's compensation defense in the State of Connecticut Superior and Appellate Courts, State of Connecticut Workers' Compensation Commission, Commission on Human Rights and Opportunities, United States District Court and Second Circuit Court of Appeals
- Represent institutional clients including various municipalities, insurance companies, third party administrators, private corporations/individuals and boards of education.
- Handle all aspects of matters up through and including trial, including client interaction, draft pleadings, draft discovery requests and responses, conduct and defend depositions of fact and expert witnesses, attend case management conferences and settlement conferences.
- Draft briefs and argue matters to the State of Connecticut Appellate Court and Second Circuit Court of Appeals. Draft briefs to Connecticut Supreme Court (oral argument was waived).

Essex County Prosecutor's Office

Newark, NJ

Assistant Prosecutor – Adult Trial Section

December 2004 – December 2007

- Assigned to the first vertical prosecution unit in Essex County handling the prosecution of felony criminal offenses from arrest to disposition including grand jury presentations, indictment, plea negotiation, trials and sentencing.
- Assigned to specialized unit handling cases involving firearms related offenses within the City of Newark known as the Gun Strategy Program.
- Tried fourteen jury trials, independently, involving various offenses including armed robbery, aggravated assault, weapons possession, drug distribution and domestic violence.
- Second chaired successful prosecution of multiple defendant homicide trial.

Superior Court of New Jersey, Family Division/Criminal Division, Union Vicinage

Law Clerk for the Honorable Joseph P. Donohue, J.S.C.

Elizabeth, NJ

September 2003 – August 2004

- Reviewed, briefed and made recommendations on all issues presented to Superior Court Judge involving his handling of criminal and family law matters before him.
- Observed daily court proceedings and interacted with various attorneys and parties appearing before the Court.

EDUCATION

Seton Hall University School of Law, Newark, NJ

Juris Doctor, May 2003

- Seton Hall Center for Justice Juvenile Justice Clinic; Federal Public Defender Externship; State of New Jersey Judiciary Internship

University of Connecticut, Storrs, CT

Bachelor of Arts, Political Science, May 2000

BAR ADMISSIONS

Admitted in Connecticut, New York, and New Jersey, as well as the District of Connecticut, Southern District of New York and United States Court of Appeals for the Second Circuit.

COMMUNITY INVOLVEMENT, RECOGNITION AND AWARDS

Monroe Little League- President (2019 to Present), Secretary (2017 to 2019)
Monroe Conservation Commission- Member and Treasurer (2016 to Present)
Milford Rape Crisis Center – Board Member (2023 to present)
The Connecticut Law Tribune's New Leaders in Law for 2015

SELECTED ACHIEVEMENTS

- *5 Limerick Oysters v. MCG Realty, LLC*- obtained judgment after multi-day trial involving breach of contract claims stemming from multi-million dollar purchase of land
- *Laviero v. City of Bristol, et al* - obtained judgment in favor of municipality on summary judgment, affirmed by 2nd Cir on appeal involving nuisance, trespass and takings claims
- *NEST Arts Factory v. Langdon and Batcheller*- obtained judgment for defendant client on virtually all counts of complaint and prevailed on counterclaim, currently on appeal
- *Doe v. Trumbull*- obtained summary judgment on behalf of defendant Board of Ed in Federal District Court which was partially upheld on appeal to 2d Cir

REBECCA GOLDBERG, ESQ.



EDUCATION

Duke University School of Law, J.D., 2011, Cum Laude
Brandeis University, B.A., 2006, Magna Cum Laude

BAR ADMISSIONS

Connecticut, 2011
U.S. District Court for the District of Connecticut, 2014

PROFESSIONAL EXPERIENCE

Berchem Moses PC, Milford CT, 2014 – present
Senior Counsel

- Handles labor and employment matters in state and federal courts and administrative agencies.
- Experienced in litigation, discovery, trial preparation and settlement strategies.
- Defends clients against discrimination charges; drafts substantive motions, position statements, releases, restrictive covenants and employee handbooks.
- Prepares seminars and webinars for management on various topics, including union avoidance, wage and hour law, and discrimination and harassment.
- Represents multiple boards of education in teacher termination proceedings.
- Advises small to large businesses with everyday human resources questions and concerns, providing clients with cost-effective ways to avoid litigation exposure.
- Provides training to employers on a variety of legal matters, including state-mandated sexual harassment training.

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS

American Bar Association
Connecticut Bar Association (Labor and Employment Section)

RECENT SEMINARS

- Connecticut Labor and Employment Law: Hiring, Firing and Disciplining Employees (National Business Institute 2024)
- Employee Mental Health: Complying with State and Federal Laws (Connecticut Public Employer Labor Relations Association 2024)
- Adventures in FOIA: Case Studies for Managing Difficult Requests (Connecticut Council of Administrators of Special Education 2023)
- Title IX Grievance Process from Start to Finish (CABE/CAPSS Convention 2023)
- Sexual Harassment in the Workplace: A Program of Training and Prevention (Connecticut Conference of Municipalities 2023)

PUBLICATIONS

- Frequently publishes labor and employment articles in Connecticut Business & Industry Association newsletter and other publications
- Associate Editor, Employment Discrimination Law, BNA Books, 4th Edition, 2012
- Contributing Editor, The Developing Labor Law, BNA Books, 6th Edition

AWARDS AND RECOGNITION

- Connecticut and New England SuperLawyers Rising Star (annually since 2018)
- Milli Award – Westfair Communications – 2016
- Labor and Employment Law Award - Duke University School of Law
- Family Law Award - Duke University School of Law
- Dean's Scholar - Brandeis University

EILEEN LAVIGNE FLUG



EMPLOYMENT

2017 to present **Berchem Moses P.C.**

Senior Counsel

In-house Assistant Town Attorney for the Town of Westport, based in Westport Town Hall. Advises elected and appointed officials and Town employees on all aspects of municipal law.

2014 to 2017 **Cohen and Wolf, P.C.**

Of Counsel

General business attorney practicing in Business and Corporate Group.

2013 to 2017 **Soluxe Inc. and Solomon Energy Inc.**

Legal Counsel

Legal Counsel for commercial and residential energy supply, energy efficiency and alternative energy consulting and financing family of companies.

1992 to 2002 **Quaker Equities, Ltd., New York, New York**

General Counsel

Served as General Counsel for this Forbes Private 500 privately held holding company and its subsidiaries, which included an alcoholic and nonalcoholic beverage supplier (Chatham Imports, Inc.), alcoholic beverage distributors (Brescome Barton, Inc. and Peerless Importers, Inc.), a merchandising company, and real estate holding companies. Sole in-house counsel. Advised on a wide range of legal, business, product development and marketing matters, and managed outside counsel at major national and international firms.

1988 to 1992 **Arnold & Porter, Washington, D.C.**

Corporate Associate

Areas of practice included corporate, contracts, distributor/dealer appointment and termination, securities, banking and nonprofit corporations.

CIVIC ENGAGEMENT

2005 to 2017

Westport Representative Town Meeting

Moderator (2013 to 2017); Deputy Moderator (2010-2013) and Elected Representative (2005 to 2017)

Head of 36-member elected legislative body that approves annual budget and year-round appropriations, adopts ordinances, and decides appeals of certain land use and conservation decisions. Managed and appointed chairs and members to 15 standing committees and special committees as needed. Chair of Rules, Special Ethics, and Ordinance Committees.

EDUCATION

Pepperdine University School of Law

J.D., *Summa Cum Laude*, Valedictorian, 1988

Class Rank: 1/138

Editor-in-Chief, *Pepperdine Law Review*

University of Nevada, Las Vegas

B.S. Business Administration, With Distinction, 1985

Major: Public Accounting

Dean's Honor List; Phi Kappa Phi National Honor Society;

President, Student Accounting Association

BAR ADMISSIONS

Connecticut (2013-present); New York (1993-present; inactive); District of Columbia (1989-2009); California (1988-2009)

VOLUNTEER/PHILANTHROPY

- Rotarian (2009 to present). Member and board member of Westport Rotary Club (2021 to present). Member, board member, and Past President of Westport Sunrise Rotary (2009 to 2021)
- Social Impact Partners, Partner (2018 to present)
- Connecticut League of Conservation Voters, Board Member (2012 to 2017)

- Justice of the Peace (2012 to present)
- Friends of Westport Parks and Recreation, Board Member (2010 to 2017)
- Fairfield County Community Foundation, Member, Steering Committee on Job Growth (2012 to 2013)
- American Society of Botanical Artists, Board Member, Member of Executive Committee (1999 to 2000)
- Arbitrator for Small Claims Part of the Civil Court of the City of New York (1998 to 2000)

MATTHEW L. STUDER, ESQ.



BAR ADMISSIONS

- Connecticut, 2014

EDUCATION

- STONEHILL COLLEGE, North Easton, Massachusetts, B.A., History & Political Science, 2011
Honors: *Magna Cum Laude*, 2011 D'Agostino Award for Excellence in History
- UNIVERSITY OF CONNECTICUT SCHOOL OF LAW, Hartford, Connecticut, *Juris Doctor*, 2014
Certificate in Energy and Environmental Law
Notes & Comments Editor, Connecticut Insurance Law Journal

PROFESSIONAL EXPERIENCE

- Senior Associate, Berchem Moses PC (2014 to present)
- Practices in the areas of civil and commercial litigation, municipal law, land use and zoning, energy and environmental law and business services.
- Represents municipal clients in land use and zoning appeals and civil litigation. Advises municipal clients on a variety of litigation matters, including real estate and personal property tax assessment and tax assessment appeals, FOIA, tax collection, foreclosure and enforcement actions.
- Represents private clients in land use, zoning, administrative applications and appeals, general corporate transactions and civil litigation.
- Represents municipal, corporate and individual clients in all aspects of appeals to both the Connecticut Appellate and Supreme Court.

PROFESSIONAL AND COMMUNITY AFFILIATIONS

- City of Norwalk Zoning Hearing Officer – 2022- Present
- Member, Connecticut Bar Association
- Member, Connecticut Bar Association- Energy, Public Utility and Communications Law Section
- Member, Connecticut Bar Association- Environmental Law Section
- Member, American Bar Association
- Member, Milford, CT Bar Association
- Member, Fairfield County Bar Association

SEMINARS AND PUBLICATIONS

- “Tax Appeal Cases- Perspectives and Practice Tips from Town Attorney and Taxpayer’s Attorney,” Westport-Weston Chapter of the Connecticut Bar Association, February 22, 2018
- “The Law in Connecticut Regarding Municipal Tax Exemptions for Real Property,” Connecticut Association of Assessing Officers (“CAAO”) 2024 UConn CAAO Assessor Workshop, June 6, 2024.

ADDENDUM (PART II) – CLIENT RECOMMENDATION LETTERS



WESTPORT
CONNECTICUT

Jennifer S. Tooker, First Selectwoman

September 10, 2024

The Honorable Harry W. Rilling
Mayor, City of Norwalk
125 East Avenue
Norwalk, CT 06851

Dear Mayor Rilling,

As First Selectwoman for the Town of Westport, I am writing to recommend that the legal team of Berchem Moses, PC be retained by the City of Norwalk pursuant to your recent RFP.

Since 1998, through four administrations of both political parties, the Town of Westport has received outstanding legal advice and counsel from the attorneys at Berchem Moses. I have worked with the firm not only as First Selectwoman since 2021, but for many years before that in several elected positions I have held throughout that time. The relationship is one of understanding and trust. They are hardworking, extremely knowledgeable, and have the professional skills that we rely upon to serve Westport and its constituents with the highest business and ethical standards. I am sure that the same due diligence and experience will be afforded to the Norwalk community. Mario Coppola has been a key member of the Berchem Moses legal team, working with Ira Bloom and his group on tax assessment appeals, foreclosures, and other important projects. Mario's experience and knowledge have served Westport well.

Berchem Moses, PC is a full-service law firm. The range of responsibilities includes but is not limited to, litigation, union negotiations, contracts, tax assessment appeals, and land use matters. Additionally, the team serves as a trusted advisor on absolutely all legal matters that arise. They are a highly responsive firm that works diligently to protect and serve the town.

Based upon their performance as the Town Attorney for the Town of Westport, I am confident that Berchem Moses will do excellent work for Norwalk. Should you have any questions, or if I can provide additional insight, please feel free to contact me.

Sincerely,

Jennifer S. Tooker
First Selectwoman
Town of Westport

Town Hall • 110 Myrtle Avenue • Westport, CT 06880 • (203) 341-1111 • Fax (203) 341-1038
Email: selectwoman@westportct.gov • Website: www.westportct.gov

Lynne A Vanderslice
Former First Selectwoman, Town of Wilton
103 Middlebrook Farm Road
Wilton CT 06897
203-451-3030
lyvanderslice@yahoo.com

Hon. Mayor Harry Rilling
Norwalk City Hall
125 East Ave
Norwalk, CT 06851

Dear Harry,

I hope you are as well. As the former first selectwoman of Wilton, I am writing to strongly recommend Mario Coppola and his Berchem Moses team for the appointment as Corporation Counsel.

As you may recall, I served for eight years as First Selectwoman through November 2023. After taking office and following a thorough and competitive RFQ process, in December 2016 Ira Bloom of Berchem Moses was appointed Wilton's Town Counsel. He replaced an attorney from another large firm that had acted in the capacity for more than 20 years.

I engaged with and relied upon Ira and his team of Mario Coppola, Nick Bamonte, Doug Lamonte and Chris Hodgson on a regular basis. Whether on routine or complicated matters, they always provided outstanding legal guidance in a highly responsive manner. Unlike other attorneys I worked with during my first year, their number one focus was the law.

The team earned the full confidence of all elected and appointed board members and town employees throughout their engagement.

When I took office, Wilton had a number of outstanding lawsuits, numerous FOIA and blight problems and a general sloppiness in several areas. With the assistance of Berchem Moses over the last several years, Wilton has had very few lawsuits, almost no FOIA violations, minimal outstanding blight and processes are in place and buttoned down in all areas.

The following are some of the accomplishments of the Berchem Moses team over the last seven years:

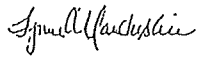
- Recommended and assisted with the implementation of a blight policy and procedures which led to the resolution of 13 long-outstanding blight issues.
- Proactive advising and annual training for land use boards, which contributed to the reduction in land use lawsuits.
- FOIA training for elected and appointed boards/commissions, which contributed to the reduction in FOIA complaints and virtually no violations.
- Successfully defended multiple appeals by a terminated police officer.
- Successfully defended against an Aquarion Application for a D.E.E.P. Water Diversion Permit.
- Successfully renegotiated a land lease for an existing cell tower which resulted in a significant increase in revenue to the town.
- Successfully negotiated the lease of town-owned property for a new cell tower.

- Successfully negotiated with three unions for a change to the State Partnership Plan for medical benefits.
- Successfully advised on Wilton's receipt of a legislative delay of the 2017 revaluation following the departure of the Assessor in November 2017.
- Advised on the discontinuance of a road and ordinance changes. All which were adopted by the Annual Town Meeting.
- Advised throughout COVID on a regular basis on a range of topics. Wilton was the first town in CT with a COVID positive resident and as a result was required to take measures and adopt policies in advance of the State's leadership.

In the fall of 2022, Wilton hired our first ever Town Administrator, Matt Knickerbocker. Matt had previously served as the first selectman in Bethel for 13 years. Last summer, when he had yet again learned something new from a member of the Berchem team, he said to me had he hired Berchem Moses while first selectmen he could have saved himself from a number of problems and headaches. I am confident you will find the same is true should you appoint Mario Coppola and his team.

Please contact me if I can answer any questions or provide additional information.

Sincerely,



Lynne A Vanderslice

Kevin J. Moynihan
330 Elm Street, #6
New Canaan, Connecticut 06840

To: The Honorable Harry Rilling, Mayor
Members of the City Council
City of Norwalk, Connecticut

Dear Gentlemen and Ladies,

I write to recommend Attorney Mario Coppola and the Berchem Moses Law Firm to serve as Corporation Counsel for the City of Norwalk.

I had the pleasure to work closely with Mario and more than a dozen Berchem Moses partners and associates over a period of six years from 2017 to 2023 when I served as First Selectman of the Town of New Canaan.

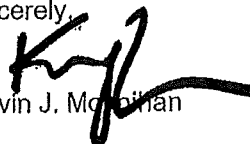
As a retired corporate attorney myself (having had a 35-year career as an in-house attorney/general counsel for Merrill Lynch and other investment banks and with the U.S. Securities and Exchange Commission), I was in a unique position to evaluate the legal services provided by Mario and several other Berchem Moses attorneys in the areas of municipal law, labor law, employment law, land use law, contract law and litigation.

Without reservation, I can recommend the Berchem Moses Law Firm and Mario Coppola to serve as Corporation Counsel for the City of Norwalk. The quality of the Berchem Moses attorneys, both partners and associates, is truly superb in my opinion.

In addition, Mario Coppola is one of the brightest, most creative, hard-working and client-oriented attorneys I have worked with in my career as a corporate attorney and as First Selectman of New Canaan. I say this having worked with hundreds of lawyers and dozens of law firms throughout the United States. Most importantly, Mario and his partners and associates were always a pleasure to work with.

Please feel free to contact me (at 203-331-2016 or by email at kevin.j.moynihan@gmail.com) if you wish to know more about my knowledge and experience working with Mario and other Berchem Moses attorneys.

Sincerely,


Kevin J. Moynihan

Vicki A. Tesoro
First Selectman



Office of the First Selectman
Town Hall
5866 Main Street
Trumbull, Connecticut 06611
203-452-5005

TOWN OF TRUMBULL CONNECTICUT

September 13, 2024

To: The Honorable Harry Rilling, Mayor
Members of the City Council
City of Norwalk, Connecticut

Dear Ladies and Gentlemen:

I write today to give my highest recommendation for Attorney Mario Coppola and the Berchem Moses Law Firm to serve as Corporation Counsel for the City of Norwalk.

Attorney Coppola and the Firm of Berchem Moses has represented the Town of Trumbull since 2009. They have rendered service in the practice areas of tax assessment appeals, land use, zoning, and labor and employment matters to name a few. Their work has been, in all matters, outstanding.

As First Selectman of Trumbull, I am aware of the importance Counsel has in the smooth and efficient running of government. Attorney Coppola and his firm have made a real difference to me and to the community of Trumbull.

Without reservation, I wholeheartedly recommend Mario Coppola and the Berchem Moses Firm to serve as Corporation Counsel for the City of Norwalk. Their work product is outstanding.

Also, Mario Coppola is bright, hard working and client oriented. His ethics are above reproach. Most important to me is that he is effective and gets results and does so in a manner that makes it a pleasure to associate with him. I have many choices in selection of attorneys to represent Trumbull. I choose Mario and his team and I have never regretted that decision.

If I can be of further assistance, please do not hesitate to reach me at the above phone number or vtesoro@trumbull-ct.gov. Thank you!

Sincerely,

A handwritten signature in cursive script that reads "Vicki A. Tesoro".

Vicki A. Tesoro
First Selectman



September 11, 2024
Honorable Mayor Henry
Rilling Norwalk City Council
125 East Avenue
Norwalk, CT 06851

RE: Letter of Recommendation for Berchem Moses and Mario Coppola (Corporation Counsel)

The Connecticut Metropolitan Council of Governments (MetroCOG) is pleased to submit this letter of recommendation for the Berchem Moses to perform legal services for the City of Norwalk and specifically for Mario Coppola to be retained as Corporation Counsel.

Berchem Moses was selected as MetroCOG's legal counsel through a competitive procurement process and unanimously approved by the MetroCOG Board in 2020. Over the last four years Berchem has excelled in providing prompt legal services for the agency. Mario Coppola and his legal associates have drafted professional service agreements, conducted contractual reviews, provided legal opinions on regional planning and zoning reviews, and drafted loan agreements for federally funded grant programs administered by MetroCOG.

Additionally, Berchem Moses has assisted MetroCOG with human resource and employment related matters. The diverse backgrounds amongst the lawyers at Berchem Moses allows them to provide a wide range of legal services without the need to bring in additional outside counsel.

MetroCOG has been very well served by the legal services of Berchem Moses and Mario Coppola and highly recommends their services for the City of Norwalk.

Please do not hesitate to contact me with any additional questions by email mfulda@ctmetro.org or by phone 203-366-5405.

Sincerely,

Matthew Fulda

Executive

Director

Bridgeport + Easton + Fairfield + Monroe + Stratford + Trumbull

1000 Connecticut Boulevard, Suite 200, Bridgeport, CT 06604 • 203.366.5405 • www.ctmetro.org

EXHIBIT 3



ATTORNEYS AT LAW

TABLE OF CONTENTS TO RESPONSE TO
THE CITY OF NORWALK
REQUEST FOR PROPOSALS FOR LEGAL SERVICES
RFP No. 4391

	PAGE
1. Letter of Transmittal	1
2. Section 1 – Response Forms	3
3. Section 2 - Narrative	21
a. Attorney Cindy M. Cieslak Biography	33
b. Attorney Michael J. Rose Biography	36
c. Attorney Robin B. Kallor Biography	39
d. Attorney Melinda A. Powell Biography	43
e. Attorney Megan L. Nielsen Biography	45
f. Attorney Kimberly A. Winter Biography	47
4. Certificate Of Insurance	49
5. Rose Kallor, LLP W-9	50
6. Non-Discrimination Certificate	51



ATTORNEYS AT LAW

Michael J. Rose
Robin B. Kallor*
Melinda A. Powell
Cindy M. Cieslak†
Megan L. Nielsen
Kimberly A. Winter

Paralegals:
Vicky D. Pilon

*Also admitted in New York and New Jersey

†Also admitted in New York and Massachusetts

September 18, 2024

VIA ELECTRONIC SUBMISSION

Purchasing Agent
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Re: RFP for On-Call Legal Services, No. 4391

To Whom it May Concern,

Thank you for the opportunity to present Rose Kallor, LLP's qualifications to provide on-call legal services to the City of Norwalk.

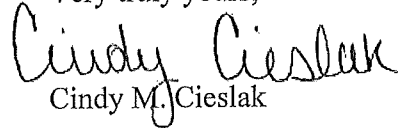
We believe that our proposal demonstrates our Firm's commitment to serving the public sector and the Firm's proficient experience and knowledge in providing legal services to governmental and quasi-governmental entities. The Firm is considered to lead its field in public sector law. We are innovative, progressive, and enthusiastic lawyers, advisors, litigators, and teachers. Our services are provided in a friendly, personalized, and hands-on approach to maximize our clients' understanding of the law and how to apply it to daily operations.

Rose Kallor, LLP, and in particular its partners, are recognized as some of the finest public sector attorneys and litigators in the State of Connecticut. Rose Kallor, LLP has proven its ability to provide quality, effective services for the public sector for over 17 years, since 2007. The public sector demands quality services at a reasonable rate. The Firm has been able to provide peer recognized legal services within the confines of a moderate fee structure, with successful results.

September 18, 2024
Page 2

We look forward to discussing how Rose Kallor, LLP can provide on-call legal services to the City of Norwalk, particularly in the areas of General Municipal Law, Procedure & Governance; Litigation; Labor & Employment Law; Administrative & Regulatory Law; Freedom of Information; Tax Assessment, Appeals & Collection; Land Use & Zoning, Civil Rights, Education Law, and Environmental Law.

Inquiries can be directed to me at (860) 361-7995 or ccieslak@rosekallor.com. I will be the primary attorney should our firm be awarded the contract.

Very truly yours,

Cindy M. Cieslak

Enclosures

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

Rose Kallor, LLP
Proposer's Name

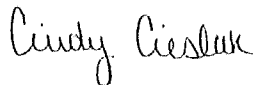
750 Main Street, Suite 309
Street Address

Hartford	CT	06103
City	State	Zip

Business Telephone: (860) 361-7999

Email Address: ccieslak@rosekallor.com
--

Cindy M. Cieslak, Esq. - Partner
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.	
	09/16/2024
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:

None. _____

CITY OF NORWALK

PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Rose Kallor, LLP		
Address - 750 Main Street, Suite 309, Hartford, CT 06103		
Phone - (860) 361-7999	Fax - (860) 270-0710	Email - ccieslak@rosekallor.com
Manager - Michael J. Rose, Esq.		Fed ID# 11-3805353

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

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

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

A. PROPOSED FEES

ITEM	FREQUENCY	AMOUNT
Monthly Corporation Counsel Retainer	Per Month	\$ None
Hourly Rate Schedule for On-Call, As Needed Legal Service:		
Flat Partner Rate:	Per Hour	\$235
Flat Associate Rate:	Per Hour	\$185
Flat Paralegal Rate:	Per Hour	\$100
Monthly Soft Cost Fixed Expense Fee ²	Per Month	None
Direct Cost will be Reimbursed without mark-up ³		
² Soft costs are support-type services generally consider business overhead, e.g., - postage, clerical services, word processing, research services cost (e.g. lexis nexis, westlaw, etc...), software application costs, travel mileage.		
³ Direct cost of cost direct incurred in connection with the representation which are not soft cost, e.g., - court filing fees, deposition expenses, mediation fees, hearing transcript, medical records costs, expert witness fees, tile insurance premium, appraisal fees, fed-ex fees, etc..		

**CITY OF NORWALK
PURCHASING DEPARTMENT**

B. CERTIFICATION

Submitted By: Rose Kallor, LLP	Signature: <i>Cindy Cieslak</i>
Authorized Agent of Company (Name & Title): Cindy M. Cieslak, Esq., Partner	
Date: 09/16/2024	

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:	17.5	
2.	Number of personnel employed:	Part Time	Full Time
		1	6

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
CT State Employees Retirement Commission	4/15/2014 - present	Peter Adomeit, Esq., Chair	(860) 463-9300
Town of Rocky Hill	2015-present	Dana McGee, Esq., HR Dir.	(860) 258-2700
City of Middletown	2011-present	Brig Smith, Esq., Corp. Counsel	(860) 638-4820
City of Torrington	2020-present	Elinor Carbone, Mayor	(860) 489-2228
Town of New Milford	2020-present	Greg Bollaro, Personnel Dir.	(860) 355-6089
City of New London	2021-present	Brian Estep, Esq., City Attorney	(860) 447-3171

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		
	X	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
			X	
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) : Rose Kallor, LLP Business ALEI: 0890668				
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				
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: Jewell Professional Insurance LLC	Tel: (860) 232-5800
Agency Address: 15A Pasco Drive, East Windsor, CT 06088	Email: brenda@jewellpro.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

Cindy M. Cieslak Rose Kallor, LLP 750 Main Street, Suite 309 Hartford, CT 06103	(860) 361-7995 ccieslak@rosekallor.com
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2. **Description of Services/Products:** Please provide a detailed description of services/products your organization aims to provide to the City?

On Call Legal Services related to: General Municipal Law, Procedure & Governance; Litigation; Labor & Employment Law; Administrative and Regulatory Law; Freedom of Information; Tax Assessment, Appeals & Collection; Land Use & Zoning; Civil Rights; Education Law

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

YES ☐ NO ☒

We will use our own systems and equipment to perform the services.

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 ☐

Depending on the legal matter, we may need names and personnel information, or other relevant information.

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.*

Two Office Locations:
750 Main Street, Suite 309, Hartford, CT 06103
60 East 42nd Street, Suite 4600, New York, NY 10165

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.*

One data center location - 750 Main Street, Suite 309, Hartford, CT 06103

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

Limited Liability Partnership

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 ☐

Work may be performed both offsite and onsite.

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

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

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

Primarily email or in-person. Our legal software also allows for secure file sharing.

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 ☒

We utilize our own data storage through legal software called LEAP. We do not store data outside of the United States.

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

YES ☒ NO ☐

Each client has its own file or files, and these files can be locked/password protected.

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

No.

14. Information Security

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

YES ☒ NO ☐

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

As needed.

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

Robin B. Kallor, Esq. - Partner

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

YES ☐ NO ☒

Attorneys are governed by the rules of professional conduct, which contains rules regarding confidentiality and privilege.

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

Attorneys are governed by the rules of professional conduct, which contains rules regarding confidentiality and privilege.

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

All attorneys.

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

Email encryption is utilized. Access to LEAP (legal software) can only be gained by username and password. LEAP also allows for secure file sharing.

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

YES ☐ NO ☐

Unknown, but can be determined and utilized if necessary.

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

YES ☒ NO ☐

I believe the answer is yes; however, we utilize a third party vendor for our IT needs and rely on them for industry standards.

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 ☐

This answer is unknown as we utilize a third party vendor for our IT needs.

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

YES ☐ NO ☐

This answer is unknown as we utilize a third party vendor for our IT needs.

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 ☒

However, there are requirements to become a licensed attorney and ethical obligations that must be continually satisfied.

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 ☐

N/A

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

YES ☐ NO ☐

N/A

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

YES ☐ NO ☒

Formal trainings are not provided on an annual basis; however, our attorneys and staff are regularly counseled regarding cybersecurity awareness.

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

YES ☐ NO ☒

However, regular Cybersecurity Awareness training, updates, and meetings are conducted.

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 ☒

However, we use a third party vendor for our IT needs.

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☒

However, we use a VPN to access our network from a laptop, and our legal software is cloud based.

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 ☐

This answer is unknown; however, the third party vendor we use for IT needs does have requirements for our passwords.

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?

Michael J. Rose, Esq. - Managing Partner

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

YES ☒ NO ☐

Such as court reporting/transcript services; mediators; expert witnesses.

- 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 ☒

In progress.

b. How often is the business continuity plan updated?

N/A

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

YES ☐ NO ☒

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☒

However, our third party IT vendor is able to recover data.

e. How often is the disaster recovery plan updated?

N/A

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 ☐

N/A



ATTORNEYS AT LAW

DETAILED DESCRIPTION OF QUALIFICATIONS

Firm Contact and Authority to Contract

Cindy M. Cieslak, Esq.
Partner
Rose Kallor, LLP
750 Main Street, Suite 309
Hartford, CT 06103
(860) 361-7995
ccieslak@rosekallor.com

Attorney Cieslak will be the primary attorney and point of contact should the Firm be awarded the contract. Attorney Cieslak can satisfy the minimum weekly average and fluctuating time commitments of the Corporation Counsel position.

Other attorneys in the firm may assist when necessary due to both availability and expertise. The Firm will utilize the appropriate combination of skilled attorneys and non-attorney support staff at the appropriate levels for a matter in the most cost-effective manner. Accordingly, we attach all attorney biographies for review of overall capabilities, qualifications, academic training/degrees, areas of expertise and governmental experience of each attorney.

Attorney Cieslak is authorized to execute a contract for the Firm in connection with this RFP should the firm be awarded the contract. The Firm agrees to maintain the insurance coverage provisions identified in the RFP.

We have another office located at 60 East 42nd Street, Suite 4600, New York, New York 10165.

Rose Kallor, LLP has been in business for over 17 years, since 2007.

Firm Overview & Approach to Performing Legal Services

Rose Kallor, LLP strives to provide the best and most advanced legal services to our clients. The Firm is considered to lead its field in public sector law. We are innovative, progressive, and enthusiastic lawyers, counselors, litigators, and teachers. Our services are provided in a friendly, personalized, and hands-on approach to maximize our clients' understanding of the law and how to apply it to daily operations.

Rose Kallor, LLP, and in particular its partners, are recognized as some of the finest public sector employment attorneys in the State of Connecticut. Our firm was recognized in the U.S. News/Best Law Firms® 2024 edition and awarded a Hartford Metro/Tier 1 designation in the

category of Employment Law - Management. The Firm was also awarded Hartford Metro/Tier 2 designations in Litigation – Labor and in Employment and Labor Law – Management. All of our attorneys have been recognized by the Connecticut Super Lawyers® or Rising Stars lists.

Moreover, the Firm has proven its ability to provide quality, effective services for the public sector. The public sector demands quality services at a reasonable rate. The Firm has been able to provide peer recognized legal services within the confines of a moderate fee structure, with successful results.

Our philosophy is simple: we are committed to public service and representing those who engage in this vocation. We are experienced in working with governments and recognize the divergent interests that make up the political process. We are cognizant of fiscal restraints and the special responsibility a private law firm holds when representing the public trust.

Rose Kallor, LLP was founded upon the idea of providing the best and highest quality public sector legal services at an affordable cost. While every matter will be supervised by Attorney Cieslak, for ad hoc services, effort will be made to reduce costs by delegating certain tasks to other attorneys or paralegals whenever feasible and necessitated by experience, expertise, knowledge, and availability. The Firm will exercise care to avoid overstaffing a Matter and will utilize the appropriate combination of skilled attorneys and non-attorney support staff at the appropriate levels for a matter in the most cost-effective manner. Accordingly, we attach all attorney biographies for review of overall capabilities, qualifications, academic training/degrees, areas of expertise and governmental experience of each attorney. Clerical support is provided without any cost.

Firm History, Office Locations, and Staff

Rose Kallor, LLP is currently comprised of six (6) attorneys and one (1) paralegal. Our principal place of business is 750 Main Street, Suite 309, Hartford, CT 06103, and we also have an office in New York. Our attorneys are members of the Connecticut bar and licensed to practice law in all courts of Connecticut, and we also have attorneys licensed to practice law in Massachusetts, New York, and New Jersey. We have been in business for over 17 years, since 2007. All of our attorneys are in good standing and have not been grieved.

Rose Kallor, LLP was formed by Michael J. Rose and Robin B. Kallor in 2007 with a strong and powerful legal team behind them. The firm is currently composed of Managing Partner Michael J. Rose, Partners Robin B. Kallor and Cindy M. Cieslak, Melinda A. Powell serving of counsel, and Associates Megan Nielsen and Kimberly Winter. Attorneys Rose, Kallor, and Cieslak are training in Title IX investigations and litigation.

Attorney Cieslak has practiced for over twelve (12) years with a focus on public sector administrative law and labor & employment law, in both state and federal courts, as well as administrative agencies, including claims of discrimination, wage and hour violations, contract disputes, pension claims, free speech retaliation, whistleblower retaliation, and other civil rights violations. Attorney Cieslak regularly counsels public sector clients on matters related to general municipal law, procedure and governance, litigation, labor and employment law, administrative and regulatory law, freedom of information, civil rights, land use/zoning, tax assessment and

appeals, and education law. Attorney Cieslak is experienced in conducting independent workplace and Title IX investigations, including sexual harassment investigations, and she provides advice to employers regarding compliance with labor and employment laws, including government contractor compliance and affirmative action plans. Finally, Attorney Cieslak regularly provides employment law training to public sector employers. Attorney Cieslak is familiar with tax law and has a certificate in tax law. Attorney Cieslak has been recognized by Best Lawyers: Ones to Watch since its inaugural edition, and she has been selected to the Connecticut Rising Stars List by Super Lawyers Magazine since 2015. Additionally, in 2019, Attorney Cieslak was also awarded a Professional Excellence Award as New Leader in the Law by the Connecticut Law Tribune. In 2024, Ms. Cieslak received the American Bar Association's On The Rise - Top 40 Young Lawyers Award, a national recognition for exemplifying a broad range of high achievement, innovation, vision, leadership, and legal and community service. She also has an "AV Preeminent" rating by Martindale-Hubbell, having been recognized by her peers for having very high ethical standards and the highest level of professional excellence.

Attorney Rose has worked for nearly thirty (30) years providing legal services to public sector clients. The primary focus of his practice is on public sector employer litigation, but his practice has spanned the field of civil rights and municipal law. Attorney Rose is widely recognized as one of Connecticut's leading litigators in his representation of governments, government officials, police departments, and private businesses both large and small. He has tried over forty cases to verdict in the areas of municipal liability, employment law, and civil rights.

Melinda A. Powell has over 20 years of experience in a wide variety of complex public sector matters, including civil rights, First Amendment Retaliation, the Americans with Disabilities Act, the Freedom of Information Act, municipal contract disputes, environmental and land use matters, including zoning appeals, landlord/tenant matters, assessment and collection matters, pension board matters, roads and rights of way, and injuries on municipal property.

Attorney Kallor has an equal amount of experience, representing employers on a broad range of labor and employment matters involving discrimination, retaliation, wage and hour issues, breach of contract, hiring processes, employee discipline, workplace policies, and any other matter that pertains to the employer-employee relationship in both the unionized and non-union settings. Additionally, a significant portion of Attorney Kallor's practice is devoted to her role as a neutral, through her role as an independent workplace investigator and as a mediator. Attorney Kallor provides workplace training to clients and through continuing legal education programs and is a frequent speaker on emerging labor and employment law issues. She also mediates discrimination cases for the Office of Public Hearing at the Connecticut Commission on Human Rights and Opportunities. Attorney Kallor was selected as 2025 Employment Law-Management, and Litigation-Labor and Employment "Lawyer of the Year" in the Hartford area, and in 2020, Lawyer of the Year, in Labor Law-Management, in the Hartford area. Only a single lawyer in each specialty in each community is being honored as the "Lawyer of the Year." She has also been recognized on the Top 50: Connecticut Super Lawyers list and the 2023 Connecticut Super Lawyers: Top 25 Women list.

Megan Nielsen (joined firm in 2021) and Kimberly Winter (joined firm in 2022) round out the legal talent at Rose Kallor, LLP with experience in municipal defense, business litigation, and

land use law. Our attorneys have been recognized by Best Lawyers® and Connecticut Super Lawyers and/or Rising Stars lists, and they are Martindale Hubbell AV Preeminent® rated.

Qualifications, Areas of Practice, and Professional Experience

We have successfully litigated and mediated hundreds of complex cases and administrative proceedings, arbitrated numerous labor matters related to public sector employment, including interest arbitration, conducted several independent investigations, including sexual harassment investigations, and provided trainings and counseled public sector clients on a wide range of municipal law, contract, human resources, and labor relations issues. The Firm has represented executive level public officials and department heads of nearly every type of municipal department, including police departments, fire departments, school boards, public works, water and sewer departments, zoning and wetland departments, and building departments. Subjects of past representation include, but are not limited to:

- Investigations of employee wrongdoing, discrimination investigations, harassment investigations, hostile work environment investigations, retaliation investigations, wage and hour investigations;
- Title VI and Title IX investigations;
- Litigation and administrative hearings before the Connecticut Commission on Human Rights and Opportunities (CHRO) and the Equal Employment Opportunity Commission (EEOC) involving civil rights statutes, including Title VII of the Civil Rights Act (Title VII), the Age Discrimination in Employment Act (ADEA), the Americans with Disabilities Act (ADA), § 504 of the Rehabilitation Act (Rehab Act) and the Connecticut Fair Employment Practices Act (CFEPA);
- Constitutional claims arising under the Procedural and Substantive Due Process and Equal Protection Clauses of the Fourteenth Amendment and the First Amendment's protection of free speech, invasion of privacy, as well as Qualified Immunity and other immunities from suit;
- Connecticut and Federal Family and Medical Leave Acts (FMLA) and CT Paid/Sick Leave laws, Connecticut Workers' Compensation Act, Occupational Safety and Health Act (OSHA), unemployment compensation, federal and state wage and hour laws, and Connecticut's whistleblower statutes;
- Collective Bargaining Agreement negotiations, contract interpretation, arbitration of grievances, contract/labor negotiations with unions, interest arbitration, teacher termination proceedings, municipal prohibited practice proceedings and unfair labor practice proceedings;
- Review, negotiate, and draft employment and other contracts, and litigate breach of contracts claims;

- Drafting and updating of workplace policies;
- A wide variety of tort claims, including wrongful termination, constructive discharge, negligence, negligent and intentional infliction of emotional distress, negligent misrepresentation, invasion of privacy and defamation, and personal injury matters;
- Interpretation of statutes, regulations, ordinances, and contracts; drafting of rules and regulations; and review of legislative histories;
- Administrative Appeals, including zoning appeals and others arising under the Uniform Administrative Procedures Act, in Connecticut Superior Court;
- Compliance with the Freedom of Information Act, including attendance at public meetings, resolutions, and open/executive session meeting requirements, as well as appearances before the Freedom of Information Commission;
- Public Safety matters, including operations, liability issues, and police department matters;
- Municipal contract matters;
- Pension plan matters and appeals, including administrative appeals;
- Property matters, including review of deeds, easements and matters involving roads and rights of way, as well as zoning matters and other planning department legal matters; and
- Tax/assessment matters and appeals.

The following are some of the firm's representative cases. This is not an exhaustive list, but merely provides a sample of the type of matters handled with success.

- Condon, et al. v. Town of Brookfield, et al., No. 3:23-cv-00695 (VDO), 2024 U.S. Dist. LEXIS 149156 (D. Conn. August 20, 2024). Dismissal of claims against Town, Town officials, Board of Education brought in lawsuit alleging that they failed to investigate a complaint that photographs of nude and semi-nude underage women were shared on social media.
- Castagna v. Sansom, No. 3:21-cv-1663 (JAM), 2024 U.S. Dist. LEXIS 9114 (D. Conn. January 18, 2024). Summary judgment granted to Town and Town officials on terminated police officer's claims of First Amendment retaliation, Fourteenth Amendment equal protection claim, and municipal liability.

- City of Torrington v. Council 4, AFSCME, AFL-CIO Local 442, No. LLI-CV-23-6032984-S, 2023 Conn. Super. LEXIS 1892 (Conn. Super. Ct. July 18, 2023). In connection with a terminated police officer, City's application to vacate arbitration award granted.
- Cooling v. City of Torrington, 221 Conn. App. 567 (2023). Summary judgment for City, affirmed on appeal, in case where police officer claimed disability discrimination and hostile work environment.
- Zimberlin v. Office of State Comptroller, Nos. 2021-0045 and 2022-0220. FOIC found no violation of Freedom of Information Act, when public agency withheld certain documents from disclosure based upon attorney-client privilege exemption.
- Zimnoch v. Wilton, 3:19-cv-1883 (VLB), 2022 U.S. Dist. LEXIS 176876 (D. Conn. September 28, 2022). Summary judgment granted to Town in its entirety as to police detective's claims of sex discrimination and retaliation.
- Vasel v. Rocky Hill and Michael Garrahy, 3:19-cv-1241 (JAM), 2022 U.S. Dist. LEXIS 18636 (D. Conn. February 2, 2022). Summary judgment granted to Town and Fire Chief in its entirety as to firefighter's claim of failure to accommodate and retaliation under the ADA and First Amendment retaliation.
- Crandle v. Conn. State Employees Retirement Comm'n, 342 Conn. 67 (2022). Administrative appeal, affirmed on appeal, regarding Retirement Commission's definition of effective retirement date.
- Grzeszczyk v. State Employees Retirement Comm'n, 209 Conn. App. 313 (2021). Administrative appeal, affirmed on appeal, regarding beneficiary designation.
- Alvarez v. City of Middletown, 192 Conn. App. 606 (2019). Summary judgment for City, affirmed on appeal, in case where police officer claimed that his termination was motivated by race and national origin.
- Gary Soracchi v. State Employees Retirement Comm'n, No. HHBCV186042300S, 2019 Conn. Super. LEXIS 158 (Conn. Super. Ct. Jan. 23, 2019). Plaintiff sought to purchase retirement credit for his prior service to Florida. The Commission issued a declaratory ruling denying the request on the basis that Florida did not make "similar provision" for former Connecticut employees. The Superior Court affirmed the Commission's declaratory ruling and found that the Commission correctly interpreted the statute, and its application was supported by the underlying record.
- Spiotti v. Town of Wolcott, No. UWYCV126016564S, 2018 Conn. Super. LEXIS 3591 (Conn. Super. Ct. October 22, 2018). Jury verdict for Town on police officer's claims of retaliation and violation of her free speech rights.

- Walenski v. State Employees Retirement Comm’n, 185 Conn. App. 457, cert. denied, 330 Conn. 951 (2018). Connecticut Appellate Court held that plaintiff who had failed to obtain a declaratory ruling from the Commission had not exhausted her administrative remedies, and therefore, the court was without subject matter jurisdiction.
- Bouchard et al. v. State Employees Retirement Comm’n, 327 Conn. 345 (2018). Plaintiffs brought claims to obtain benefits from the Longley decision. Supreme Court issued a decision to enter judgment for the Commission on the basis that the plaintiff’s claims were barred by the applicable six-year limitations period.
- McMahon v. City of Middletown, 181 Conn. App. 68 (2018). Defense verdict affirmed by Connecticut Appellate Court regarding former Police Chief’s claim of breach of contract when he was terminated following an independent investigation that found that he had been untruthful.
- Maturo v. State Employees Retirement Comm’n, 326 Conn. 160 (2017). Connecticut Supreme Court upheld Commission’s interpretation of the CMERS reemployment statute, Conn. Gen. Stat. § 7-438(b). Accordingly, plaintiff, a retired firefighter receiving disability benefits, could not receive his benefits while he was re-employed by the Town of East Haven as mayor, because his employment was for 20 or more hours per week and exceeded 90 working days.
- Krawiec v. State Employees Retirement Comm’n, No. HHBCV166035322S, 2017 Conn. Super. LEXIS 344 (Conn. Super. Ct. Feb. 17, 2017). Plaintiff brought an administrative appeal to challenge the Commission’s decision to deny her service-connected disability claim. The Commission moved to dismiss on the basis that the administrative appeal was neither timely in terms of the date of service nor the date of filing. The Superior Court granted the motion on the basis that service was not made within the time required by statute.
- Comm’n on Human Rights & Opportunities v. Echo Hose Ambulance et. al., 322 Conn. 154 (2016). Successfully defended City of Shelton, who rented space to private ambulance company in case where volunteer EMT claimed race discrimination. Obtained dismissal of action on novel issue of law regarding when a volunteer is an employee under state anti-discrimination statutes, and court found that volunteer was not an employee if she did not receive remuneration.
- Goncalves v. Town of Farmington, CHRO No. 1510234, (June 28, 2016). Obtained administrative dismissal of complainant’s gender discrimination claim.
- Cruz-Aponte v. State Employees Retirement Comm’n, No. HHBCV156030908S, 2016 Conn. Super. LEXIS 30 (Conn. Super. Ct. Jan. 4, 2016). Connecticut Superior Court upheld Commission’s interpretation and application of the CMERS reemployment statute, Conn. Gen. Stat. § 7-438(b).

- Buck v. Town of Berlin, 163 Conn. App. 282 (2016), cert. denied, 321 Conn. 922 (2016). Summary judgment granted to Town on the basis of res judicata on property owners' inverse condemnation claim.
- Vanghele v. Town of Fairfield, 156 Conn. App. 714 (2015). Judgment obtained for the Town of Fairfield to uphold the decision of the Fairfield Police and Firemen's Retirement Board denying plaintiff's application for a service-connected disability retirement benefit. The Retirement Board could review medical and non-medical evidence as it related to disability, all of which the Board was free to accept or reject. The Appellate Court found that the Retirement Board did not abuse its discretion and that the decision was reasonably supported by the evidence.
- Sampieri v. State Employees Retirement Comm'n, No. HHBCV146024554S, 2015 Conn. Super. LEXIS 1353 (Conn. Super. Ct. May 21, 2015). Plaintiff sought to transfer from Tier II to Tier I of the State Employees Retirement System. The Commission denied plaintiff's request, and plaintiff filed an administrative appeal challenging the decision. The Plaintiff argued, *inter alia*, that Tier II was not properly codified, and Commission counsel conducted extensive research to establish that it was. The Superior Court remanded the matter back to the Commission, stating that "[m]any of the Petitioner's claims – such as whether there was a transmittal of the agreement to the legislature and whether the agreement was properly signed or certified – depend on the nature and wording of the agreement." The Court remanded the matter to the Commission so that the Petitioner can have an opportunity to present her claims concerning the agreement to the Commission. The Commission issued a declaratory ruling upon remand, and the Plaintiff did not further challenge the Commission's declaratory ruling.
- Musco Propane, LLP v. Town of Wolcott Planning & Zoning Comm'n, 536 F. App'x 35, 37 (2d Cir. 2013). Summary judgment for the Town PZC, affirmed by the Second Circuit Court of Appeals, on plaintiff's claims of violation of its rights under the First Amendment and the Equal Protection and Due Process Clauses of the Fourteenth Amendment regarding the Town's denial of certain zoning permits and issued Musco a Cease and Desist Order requiring it to halt its wholesaling of propane.
- Looney v. Black, 702 F.3d 701 (2d Cir. 2012). The Second Circuit granted qualified immunity to Town Selectmen, holding that there was no constitutionally protected speech for town employee who made public comments related to his public sector job. Court also concluded that despite numerous years of employment as a full-time building official, Plaintiff had no constitutionally protected property interest in his "full-time" position that prohibited reduction in work hours.
- Berg v. Town of Mansfield, No. TTDCV126004421, 2012 Conn. Super. LEXIS 2345, 2012 WL 4801510 (Conn. Super. Ct. Sept. 18, 2012). The Connecticut Superior Court held that the town was entitled to a dismissal of a former municipal employee's claim regarding an alleged loss of retirement benefits because the employee did not first submit his claim to the Connecticut State Employees Retirement Commission, in accordance with

Conn. Gen. Stat. §5-155a(j), thereby failing to exhaust his administrative remedies.

- Ferrucci III v. Town of Middlebury, et al., 131 Conn. App. 289 (2011). Connecticut Appellate court upheld judgment in favor of the town and individual defendants against Plaintiff who sought damages because he had not been paid normal retirement benefits when he retired from the police department at the age of 38 with 14 years of credited service once he reached the age of 55. The court concluded that the town was not liable for breach of contract because the Plaintiff did not qualify for normal retirement benefits, under a governing collective bargaining agreement, as he had not attained his normal retirement date before he retired.
- Modzelewski v. City of Danbury, No. 3:10-CV-390(MRK), 2011 U.S. Dist. LEXIS 156054 (D. Conn. September 27, 2011). Summary judgment granted on civil rights claim brought by towing company for removal from towing list and non-renewal of city contract.
- Singhaviroj v. Fairfield Board of Educ., FBT-CV-05-4007480-S, Bridgeport Superior Court (August 5, 2011). Defense verdict after jury trial on employee's defamation claims after termination from employment.
- Belanger v. Blum, 628 F.Supp.2d 260 (D. Conn. 2009), reconsideration denied, No. 3:08-CV-584VLB, 2010 U.S. Dist. LEXIS 31620, 2010 WL 1286857 (D. Conn. Mar. 30, 2010). Retired state employees claimed members of the State Employees Retirement Commission denied them due process when they refused to increase their pension benefits. Claim dismissed because the Defendants were entitled to qualified immunity and the complaint failed to state a claim for a due process violation.
- Padula v. Weston Board of Educ., No. CV064014462S, 2009 Conn. Super. LEXIS 1557 (Conn. Super. Ct. June 9, 2009). Summary judgment granted to the Board based on the Fennell Doctrine on plaintiff's breach of implied contract to provide him with retirement benefits after he was terminated for threatening the Superintendent of Schools.
- Vollemans v. Town of Wallingford, 289 Conn. 57 (2008). As a matter of first impression, affirming Connecticut Appellate Court's holding (103 Conn. App. 188 (2007)) that the statute of limitations set out in Conn. Gen. Stat. §46a-82(f) for filing a claim of discrimination under the CFEPA begins to run on the date an employee is terminated, not on the date the employee is first notified of the termination, thereby rejecting the federal law of Ricks as controlling in Connecticut.
- Flaherty v. Borough of Naugatuck, No. CV CV054004400S, 2007 Conn. Super. LEXIS 2635 (Conn. Super. Ct. October 9, 2007). Judgment in favor of Defendants, Borough of Naugatuck Firemen's Pension Plan and Borough of Naugatuck, on all counts filed by former Fire Chief asserting breach of contract, unjust enrichment, and detrimental reliance.
- O'Connor v. Pierson, 426 F.3d 187 (2d Cir. 2005). This is the leading Second Circuit case on rights of public sector employers to obtain psychiatric information from potentially dangerous employees.

Rose Kallor, LLP has provided legal services to many government entities since 2007. Additionally, we have been appointed as legal counsel for many of Connecticut's municipalities by various insurance companies that insure municipalities under an employment practices liability insurance policy or other insurance policy. This list provides a representative sample of municipalities we have served in various capacities.

- Avon Board of Education
- City of Bristol
- Town of Brookfield
- Brookfield Board of Education
- Cromwell Fire District
- Town of East Hampton
- Town of East Hartford
- Eighth Utilities District
- Town of Fairfield
- Fairfield Board of Education
- Town of Farmington
- City of Hartford
- Town of Madison
- City of Meriden
- Meriden Board of Education
- City of Middletown
- City of New Haven
- City of New London
- Town of New Milford
- Town of Newtown
- Town of Old Saybrook
- Town of Redding
- Regional School District No. 10
- Town of Rocky Hill
- Town of Salem
- Seymour Board of Education
- Town of Simsbury
- State Employees Retirement Commission
- City of Torrington
- Town of Vernon
- Town of Wilton
- Town of Wolcott

Furthermore, the Firm serves as General Counsel to the Connecticut State Employees Retirement Commission and the Medical Examining Board. Attorneys Cieslak and Rose provide advice, opinion letters, and counseling relating to the State Employees Retirement System (SERS), the Connecticut Municipal Employees Retirement System (CMERS), and other state retirement and pension plans administered by the Commission pursuant to Conn. Gen. Stat. § 5-155a. They investigate claims before the Commission, prepare agency-issued declaratory rulings as directed by the Commission, draft rules and regulations adopted by the Commission; and represent the Commission in its litigation matters, including administrative appeals before the Connecticut courts, as well as administrative hearings before the Freedom of Information Commission and the Commission on Human Rights and Opportunities.

Finally, Rose Kallor has conducted numerous independent investigations relating to personnel matters for public sector employers, such as the Cromwell Fire District, the City of Hartford, the City of Bristol, the City of Middletown, the City of New London, the Town of Fairfield, the Town of Rocky Hill, the Town of New Canaan, the New Milford Board of Education, Regional School District No. 10, the Town of Salem, and Salem Public Schools. We have also conducted workplace investigations for a charter school and a private university in Connecticut.

Our philosophy is simple: we are committed to public service and representing those who engage in this vocation. We are experienced in working with governments and quasi-government agencies and recognize the divergent interests that make up the political process. We are cognizant

of fiscal restraints and the special responsibility a private law firm holds when representing the public trust.

In sum, Rose Kallor, LLP is qualified to provide on-call legal services to the City of Norwalk.

Rates/Staffing

<i>Partners/Of Counsel:</i>	<i>\$235 per hour</i>
<i>Associates:</i>	<i>\$185 per hour</i>
<i>Paralegals:</i>	<i>\$100 per hour</i>

Rose Kallor, LLP proposes that legal services be supplied on an hourly basis, billed in tenths of an hour. The proposed rates are comparable to our work for other public sector entities, and they represent a 28% discount from our commercial rate for partners/of counsel and a 26% discount from our commercial rate for associates.

Two (2) complementary hour-long trainings/seminars will be provided annually.

Rose Kallor, LLP was founded upon the idea of providing the best and highest quality public sector legal services at an affordable cost. Effort is made to reduce costs by delegating certain tasks to associates or paralegals whenever feasible. Associates and paralegals work with strict oversight, direction and supervision by the partner on the case. Clerical support is provided without any cost.

Whenever possible, legal matters presented to Rose Kallor will be dealt with by Attorney Cieslak, who is extremely responsive and will be available to the Common Council and City staff. Effort is made to assign the attorney with the most expertise in the area addressed by the matter presented. Additionally, the attorneys at Rose Kallor believe that collaboration with their colleagues within the Firm on especially complex matters provides their clients with the best and most comprehensive legal advice; therefore, on occasion, bills may reflect that more than one attorney has worked on a single matter. However, every effort is made to avoid duplication of effort, and the firm's extensive prior legal experience fosters efficiency since attorneys do not need to "reinvent the wheel" when they already have the knowledge related to a legal issue presented.

Rose Kallor uses LexisNexis as our legal research providers. We have access to almost all databases, and, therefore, except in exceptional circumstances under which you will be consulted prior to the research being completed, you will not be charged any extra charge for legal research, except for the time it takes to conduct it.

Bills are generated on a monthly basis and can be provided through electronic billing systems if requested. At the conclusion of each month, you will receive an itemized bill, including the name of the attorney who worked on the matter, the date worked on the matter, a general description of the service provided, the amount of time (billed in tenths of an hour) spent on the matter, out of pocket expenses (if any), and a calculation of the charges as they relate to each service. Such additional expenses may include reproduction & scanning when an outside vendor is necessary, subpoena service expenses, deposition/reporting services expenses, expert witness

costs, and travel expenses, if necessary and where applicable. We are always available for consultation if there is any question on services billed or a bill in general.

References

Dana McGee

Director of Human Resources & Legal Compliance
Rocky Hill Town Hall
761 Old Main Street
Rocky Hill, CT 06067
(860) 258-2700
dmcgee@rockyhillct.gov

-Since 2015, we have provided the following services: Representation for labor/employment law and civil rights litigation, including free speech retaliation, disability discrimination, public accommodations, etc.; Representation for grievance and labor matters, including arbitration before the State Board of Mediation and Arbitration and labor negotiations; Provide advice related to pension plan interpretation and related pension matters; Other municipal law relating to the Freedom of Information Act and constitutional/civil rights matters.

Brig Smith

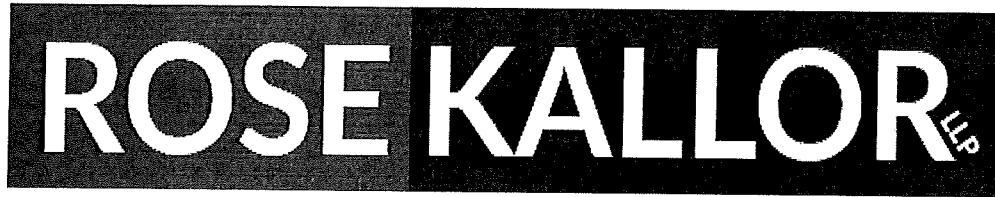
General Counsel
City of Middletown
245 DeKoven Drive
Middletown, CT 06457
(860) 638-4820
brig.smith@middletownct.gov

-Since 2011, we have provided the following services: Representation for labor/employment law on litigation and advice matters relating to breach of contract, due process, whistleblower retaliation, free speech retaliation, gender discrimination, race discrimination, national origin discrimination, sexual orientation and gender identity discrimination; police investigations; Freedom of Information Act.

Peter L. Adomeit

Chairman
State Employees Retirement Commission
165 Capitol Avenue
Hartford, CT 06106
(860) 463-9300
Peter@adomeit.net

-Since 2014, have provide services as General Counsel as described above.



 (860) 361-7999

Cindy M. Cieslak



Partner

Ms. Cieslak's practice focuses on all aspects of labor and employment litigation in state and federal courts, as well as administrative agencies, including the defense of public sector and private employers against claims of discrimination, wage and hour violations, breach of contract, free speech retaliation, whistleblower retaliation, and other civil rights violations. Ms. Cieslak also handles appeals before the Appellate and Supreme Courts of Connecticut.

Ms. Cieslak also regularly conducts workplace and Title IX investigations. She provides trainings and advice to employers regarding compliance with labor and employment laws, and she assists employers with employee handbooks, workplace policies, affirmative action

plans, OFCCP audits, and compliance with laws and regulations pertaining to government contractors.

Ms. Cieslak has been recognized by Best Lawyers: Ones to Watch, and she has been selected to the Connecticut Rising Stars List by Super Lawyers Magazine since 2015. Additionally, in 2019, Ms. Cieslak was also awarded a Professional Excellence Award as New Leader in the Law by the Connecticut Law Tribune. In 2024, she received the American Bar Association's On The Rise - Top 40 Young Lawyers Award, a national recognition for exemplifying a broad range of high achievement, innovation, vision, leadership, and legal and community service. She also has a "AV Preeminent" rating by Martindale-Hubbell, having been recognized by her peers for having very high ethical standards and the highest level of professional excellence.

Prior to joining Rose Kallor, Ms. Cieslak was an attorney at a small Connecticut firm that focuses on labor and employment litigation and personal injury law.

Ms. Cieslak holds a Bachelor of Arts, *summa cum laude*, in Political Science from the Pennsylvania State University, with minors in Spanish and Women's Studies. While at Penn State, she was named to the Dean's List and was inducted into and elected president of Penn State's Chapter of Pi Sigma Alpha, the National Political Science Honor Society. Ms. Cieslak received her Juris Doctor from the University of Connecticut School of Law, where she served as Book Review Editor of the Connecticut Law Review and participated in the American Association for Justice Student Trial Advocacy Competition. She is the recipient of two CALI Awards for Excellence in courses on the First Amendment and the Americans with Disabilities Act.

EDUCATION

The University of Connecticut School of Law J.D., 2012

The Pennsylvania State University, B.A., *summa cum laude*, 2009

COMMUNITY INVOLVEMENT

Ms. Cieslak is a member of the Penn State Alumni Association, Connecticut Valley Chapter.

PROFESSIONAL AFFILIATIONS

Connecticut Bar Association, Member

Connecticut Bar Association, Executive Committee, Assistant Secretary-Treasurer 2021-2022

Connecticut Bar Association, House of Delegates, District 12 Delegate (2023-2024)

Connecticut Bar Association, Young Lawyer's Section Executive Committee (ABA YLD Delegate 2022-2026; Immediate Past-Chair 2021-2022; Chair 2020-2021; Chair-Elect 2019-2020; Treasurer, 2018-2019; Secretary 2017-2018; Women in the Law Committee Chair 2016-2017)

Connecticut Bar Association, Labor & Employment Section (Chair 2024-2025; Vice Chair 2023-2024; Secretary 2022-2023; Executive Committee Member 2018-present)

American Bar Association, Member (Labor & Employment Law Section, CT YLD Delegate to ABA House of Delegates, Standing Committee on Professionalism, Young Lawyers Division, YLD Assembly Operations Task Force)

Senior Executive Women's Network, Member 2019-2020

2020 Connecticut Professionals' Leadership Academy, Participant

Connecticut Bar Foundation, Fellow

New England Bar Association, Board of Directors (2023-present)

Connecticut Judicial Branch Civics Academy, Faculty

BAR ADMISSIONS

State of Connecticut

Commonwealth of Massachusetts

State of New York

COURT ADMISSIONS

U.S. Supreme Court

U.S. Court of Appeals for the Second Circuit

U.S. District Court for the District of Connecticut

U.S. District Court for the Southern District of New York

U.S. District Court for the Eastern District of New York

U.S. District Court for the Northern District of New York

U.S. District Court for the District of Massachusetts

Recent Blog Posts

ROSE KALLOR^{LLP}

☎ (860) 361-7999

Michael J. Rose



Managing Partner

As a Managing Partner of Rose Kallor, LLP, Mr. Rose is widely recognized as one of Connecticut's leading employment litigators in his representation of governments, government officials, and private businesses of varied sizes. He has tried over twenty cases to verdict in the areas of employment law and civil rights. In 2007, at the age of 41, he was named to a list of preeminent attorneys within the state of Connecticut. Later in 2007, he was listed among the top lawyers in New England.

In addition to representing employers in federal and state courts, Mr. Rose provides representation before numerous government agencies, including the Connecticut Commission on Human Rights and Opportunities, the Equal Employment Opportunities Commission, state and federal Departments of Labor and the Connecticut Freedom of Information Commission.

Mr. Rose is regarded as a creative litigator with a sound knowledge of the statutory and the public policy goals behind today's employment laws. He has crafted unique approaches and defense strategies, such as interlocutory appeals, federal removal, affirmative use of res

judicata and constitutional pre-emption, and constitutional and jurisdictional challenges to court proceedings.

His defense philosophy is shaped by the recognition that while our nation's laws have the best of intentions, they can often be misused by problem employees and their creative counsel. In 2003, Mr. Rose was successful in having a federal judge declare a federal department of labor regulation under the American's with Disabilities Act as unconstitutional.

While in college, Mr. Rose was a member of the Mortar Board Honor Society, and Pi Gamma Mu Honor Society. While in law school, he was the co-author of "ADR in Patent Dispute Resolution," Vol. 32 Idea No. 4, 1992 and a Legislative Assistant Representative to Richard Swett, U.S. House of Representatives, 1991-1994.

EDUCATION

Franklin Pierce Law Center, J.D., 1994

University of New Hampshire, B.A., 1989, cum laude

COMMUNITY INVOLVEMENT

Mr. Rose was appointed to the Board of Mojo, Inc. (<http://www.momsandjobs.com>). He also served as pro bono General Counsel to this social venture which devoted itself to providing employment opportunities to single mothers in the Lowell, Massachusetts area.

PROFESSIONAL AFFILIATIONS

Connecticut Bar Association
American Bar Association
Defense Research Institute

BAR ADMISSIONS

Connecticut

COURT ADMISSIONS

U.S. District Court for the District of Connecticut
U.S. District Court for the Southern District of New York
U.S. Court of Appeals for the Second Circuit

Recent Blog Posts

Rose Kallor Secures Summary Judgment Dismissals in Two Disability Discrimination Cases brought against Town of Rocky Hill and City of Torrington

Rose Kallor Secures Successful Arbitration Award for the Town of New Milford Police Department.

OSHA to Require Large Employers to Ensure Employees Are Either Vaccinated or Tested Weekly

EEOC Issues New Guidance on First Anniversary of Bostock v. Clayton County

Legal Update: Medical Marijuana and the Hiring of Officers in Connecticut

Contact Our Firm

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NAME *

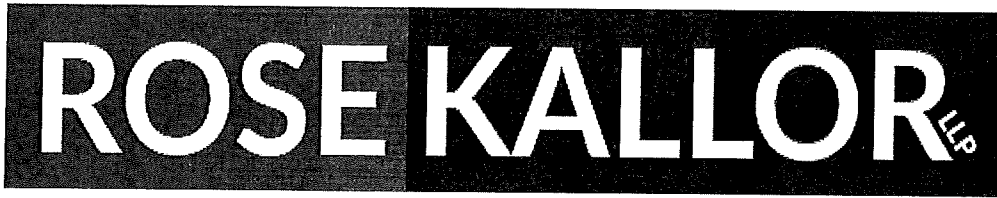
PHONE *

EMAIL *

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SUBMIT

Contact Us Today



 (860) 361-7999

Robin B. Kallor



Partner

One of the founding members of Rose Kallor, LLP, Ms. Kallor regularly advises and represents employers on a broad range of labor and employment matters involving discrimination, retaliation, wage and hour issues, breach of contract, hiring processes, employee discipline and any other matter that pertains to the employer-employee relationship in both the unionized and non-union settings.

In doing so, she often appears in state and federal courts, as well as in proceedings before government administrative agencies, such as the Equal Employment Opportunity Commission, the Connecticut Commission on Human Rights and Opportunities, the New York State Division on Human Rights, the National Labor Relations Board, the Connecticut

State Board of Labor Relations, the Connecticut State Board of Mediation and Arbitration and the federal and state departments of labor. In her defense of civil rights and other employment related litigation, she has frequently obtained pretrial dismissal or other satisfactory conclusion in both the federal and state courts.

In her varied management-side practice, Ms. Kallor gives advice and litigates issues relating to race, color, religion, national origin, age, sex, and disability discrimination, wage and hour claims, including collective action claims brought under the FLSA, Family and Medical Leave Act issues, employee discipline, employee claims of breach of contract, defamation and other work-related tort claims and any other human resources issue. She drafts and reviews job descriptions, employment contracts, employee handbooks and employer policies and procedures. She also represents employers in wage and hour audits and conducts "self-audits" before the state and federal departments of labor and negotiates labor contracts on behalf of management.

A significant portion of Ms. Kallor's practice is devoted to her role as a neutral, through her role as an independent workplace investigator and as a mediator. Ms. Kallor provides workplace training to clients and through continuing legal education programs and is a frequent speaker on emerging labor and employment law issues.

Ms. Kallor has been listed in The Best Lawyers in America since 2018 and was named *2020 Lawyer of the Year by Best Lawyers in America, Labor – Management in Hartford*. She has an "AV Preeminent" rating by Martindale Hubbell, the highest rating for highest ethical standards and professional excellence. She has also been listed in Super Lawyers since 2015. Since 2019, she has been included within Super Lawyer's Top 25 Women Lawyers in Connecticut. In 2023, she was listed as Super Lawyer's Top 50 Lawyers in Connecticut.

Since the Board's inception in 2021 following the Connecticut Police Accountability Act, Ms. Kallor has served as Secretary for the West Hartford Civilian Police Review Board. Since 2018, she has served as the Governance Chair for her synagogue, Temple Sinai in Newington, Connecticut.

Ms. Kallor is a trained mediator, having received her 40 hour certificate from Quinnipiac Center on Dispute Resolution. She has experience mediating labor and employment related disputes as well as housing discrimination claims. She currently volunteers as a mediator for the Connecticut Commission on Human Rights and Opportunities, Office of Public Hearings. In January 2024, she was appointed as a Small Claims/Motor Vehicle Infractions Magistrate by the Connecticut Judicial Branch. In 2024, she became a James W. Cooper Fellow for the Connecticut Bar Foundation.

More Information

Education

Maurice A. Deane School of Law at Hofstra University, J.D., 1997

The Pennsylvania State University, B.A., 1994 Mediation - 40 Hour Certificate, Quinnipiac Center on Dispute Resolution, 2012

BAR Admissions

Connecticut

New York

New Jersey

Court Admissions

U.S. Court of Appeals for the Second Circuit

U.S. Court of Appeals for the Third Circuit

U.S. District Court for the District of Connecticut

U.S. District Court for the Southern District of New York

U.S. District Court for the Eastern District of New York

U.S. District Court for the Western District of New York

U.S. District Court for the Northern District of New York

U.S. District Court for the District of New Jersey

Professional Affiliations

Connecticut Bar Association

Community Involvement

Town of West Hartford, Civilian Police Review Board, Secretary, July 2021-present

Temple Sinai of Newington, Governance Committee Chair, 2018-present

Recent Blog Posts

Five Rose Kallor Attorneys Recognized on 2022 Connecticut Super Lawyers® List

October 1, 2022 Connecticut Fair Employment Practices Act Amendments - Applies to Employers of One, Elected Officials Now Employees, Domestic Violence Victim Protected Class, Entitled to Reasonable Leave of Absence, Posting Requirements

Hurry Up and Wait - OSHA Mandatory Vaccine or Test Requirements for Large Private Sector Employers Were Stayed by the Fifth Circuit

OSHA Releases Long-Awaited Emergency Temporary Standard (ETS) For Mandatory Vaccine/Weekly Testing For Large Employers

What does Connecticut's Act Deterring Age Discrimination in Employment Mean for Employers?

Our Attorneys

ABOUT US

OUR ATTORNEYS

OUR ATTORNEYS

Contact Our Firm

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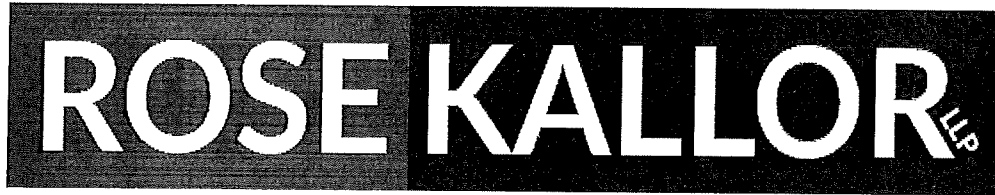
PHONE *

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EMAIL *

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MESSAGE *



 (860) 361-7999

Melinda A. Powell



Of Counsel

Over the course of her fifteen-year career, she has represented almost every municipal department including fire, police, planning and zoning, building and health departments. Ms. Powell has tried approximately 10 cases to verdict, including several complex civil rights cases, and has prepared Appellate briefs for submission in state and federal court. She also represents her private clients in commercial and environmental litigation.

Attorney Powell represents municipalities and boards of education, their officers and employees in federal and state court involving issues such as: Civil rights and § 1983 claims; Land Use and Zoning; Special education; Municipal contract disputes; Title IX; Enforcement of municipal regulations; Student discipline; First Amendment retaliation; Fair Housing Act; Title III of the Americans with Disabilities Act; FOIA; Connecticut Environmental Protection Act; Injuries on municipal and property.

Attorney Powell holds a Bachelor of Arts Degree in Public Administration. While in law school, she received the Jonathan B. Chase fellowship in public interest law to work for Alaska Legal Services in Fairbanks, Alaska. She also worked on environmental litigation for the

Conservation Law Foundation in Montpelier, Vermont, and for WaterWatch of Oregon, in Portland, Oregon.

EDUCATION

Vermont Law School, J.D., 1995

Florida Atlantic University, B.P.A., 1991, Valedictorian of College of Social Science

COMMUNITY INVOLVEMENT

Assistant Den Leader, Cub Scout Pack 57, East Hampton

PROFESSIONAL AFFILIATIONS

Connecticut Association of Municipal Attorneys

Connecticut Bar Association

BAR ADMISSIONS

State of Connecticut

COURT ADMISSIONS

United States District Court District of Connecticut

U.S. Court of Appeals for the Second Circuit

Contact Our Firm

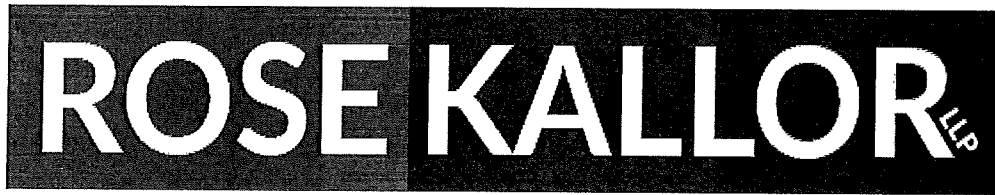
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PHONE *

EMAIL *

MESSAGE *



 (860) 361-7999

Megan Nielsen



Associate Attorney

Megan Nielsen focuses her practice on employment litigation, including wrongful termination, workplace discrimination, retaliation, sexual harassment, wage and hour issues, breach of contract, workers' compensation, and unemployment compensation. Ms. Nielsen was selected as a Super Lawyers 'Rising Star' for 2022 in the area of employment litigation defense.

Ms. Nielsen spent years working as a reporter covering the Connecticut state and federal courts prior to becoming a lawyer. She received her Juris Doctor from Quinnipiac University School of Law, graduating magna cum laude and earning a Workplace Law concentration with honors. In law school, Megan was a competition member for the Society for Dispute Resolution. In 2020, she and her partner won the national championship in client counseling, a first for QUSL. Ms. Nielsen was also awarded the Kathy Eldergill Prize for Excellence in Employment Law from the Connecticut Bar Association.

Prior to joining Rose Kallor, Ms. Nielsen was an attorney at an employment defense firm in New Haven.

EDUCATION

Stony Brook University, Bachelor of Arts – Journalism
Quinnipiac University School of Law, magna cum laude

BAR ADMISSIONS

Connecticut

COURT ADMISSIONS

United States District Court for the District of Connecticut

PROFESSIONAL AFFILIATIONS

Connecticut Bar Association
Co-Chair of the Labor and Employment Division – Young Lawyers Section

PROFESSIONAL RECOGNITION

Super Lawyers 'Rising Star', 2022

Contact Our Firm

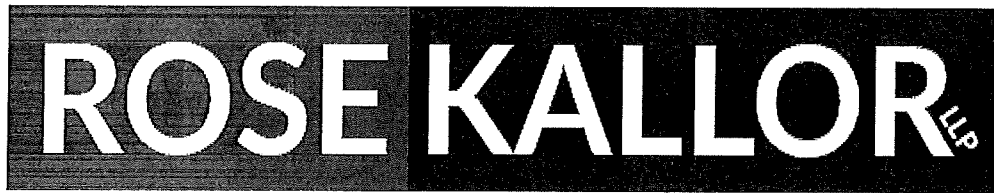
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NAME *

PHONE *

EMAIL *

MESSAGE *



 (860) 361-7999

Kimberly A. Winter



Kimberly A. Winter | Associate Attorney

Direct: 860.361.7996

Email: kwinter@rosekallor.com

Paralegal: Kiva T. Bynum

Kimberly Winter is an associate attorney at Rose Kallor. Her practice is focused on all aspects of employment law.

Ms. Winter holds a Bachelor of Arts degree, *cum laude*, in Political Science and Women's and Gender Studies from Bucknell University. She received a Juris Doctor from the University of Connecticut School of Law, graduating with honors in 2021 and earning an energy and environmental law certificate. While in law school, Ms. Winter interned with the Environmental Department of the Connecticut Attorney General's Office and the Connecticut Solicitor General. She also externed with the United States Postal Service Northeast Legal Department. She received CALI Excellence for the Future awards in Torts, Law and Institutions of the European Union, and Labor Law and Collective Bargaining. Upon graduation she was awarded the 2021 Thomas J. Staley award for her study in labor law, a

EXHIBIT 4



BERCHEM MOSES.COM

1221 Post Road East
Westport, CT 06880
T: 203.227.9545
F: 203.226.1641

75 Broad Street
Milford, CT 06460
T: 203.783.1200
F: 203.878-2235

December 3, 2024

Robert L. Berchem
Marsha Belman Moses
Stephen W. Studer ▶
Richard J. Buturla
Floyd J. Dugas
Ira W. Bloom
Jonathan D. Berchem •
Michelle C. Laubin ♦
Gregory S. Kimmel
Christopher M. Hodgson
Mario F. Coppola
Christine A. Sullivan

Nicholas R. Bamonte
Richard C. Buturla
Ryan P. Driscoll ♦♦
Bryan L. LeClerc ♦
Brian A. Lema
Douglas E. LoMonte

Anthony V. Avallone
Jacob P. Bryniczka
Eileen Lavigne Flug
Peter V. Gelderman ◊
Rebecca E. Goldberg
Warren L. Holcomb
Eugene M. Kimmel
Raymond J. Rigat ♦♦♦♦
Paul A. Testa ♦♦

Carolyn Mazanec Dugas
Christopher R. Henderson
Chandler K. Holcomb
Herbert Z. Rosen
Matthew J. Sponheimer
Matthew L. Studer

♦ - Also Admitted in FL
◊ - Also Admitted in IL
▶ - Also Admitted in MA
• - Also Admitted in NJ
♦ - Also Admitted in NY
♦ - Also Admitted in PA

PLEASE REPLY TO
WESTPORT OFFICE

City of Norwalk
Attn: Hon. Mayor Harry W. Rilling
125 East Avenue
Norwalk, CT 06851

RE: Legal Engagement and Fee Agreement

Dear Mayor Rilling:

We are pleased that after conducting its RFQ process the City has decided to retain Berchem Moses P.C. ("Firm") to provide legal representation and services for the City of Norwalk ("City"). Understanding that the decision to retain the Firm is contingent upon consideration and execution of this engagement and fee agreement, we have memorialized our proposed arrangement below, consistent with our representations set forth in our written submission to the City's RFQ and during the interview with the RFQ selection committee.

1. Scope of Engagement. The Firm will serve as the City's attorneys. Attorney Coppola will continue to serve as the City's Corporation Counsel and he will be the primary point of contact to work directly with the City and address needs on a day-to-day basis, assisted by other lawyers at the Firm. Attorney Coppola will continue to be available to attend meetings of the Common Council, as well as other City boards and commissions. Attorney Coppola will provide supervisory assistance and direction, general counseling, and direct communications with the Mayor and Chief of Staff. Attorney Coppola will continue to be available 24/7 to answer questions and to assign legal projects to members of our team.

We will provide general legal services to the City, including, but not limited to those services set forth in the City's RFQ: general municipal law, procedure and governance; tax assessment, appeals and collection; litigation; real estate; labor and employment; contracts and procurement; administrative and regulatory law; land use and zoning; environmental law; civil rights; Freedom of Information (FOIA) and education law. In addition, we will continue to offer general advice to you as Mayor, along with legal advice to the City's Council, boards and commissions, along with City employees, as appropriate.

2. Fees and Hourly Rates. The Firm's fee consists of several components: (A) a monthly retainer payment of \$14,500 for the general non-hourly services we provide as Corporation Counsel; (B) hourly services for litigation or threatened (pre) litigation, formal FOIA complaints and hearings, grievances, land use appeals, administrative hearings before state agencies (e.g., Connecticut Siting Council) and other longer-term projects or projects that may reasonably be expected to require larger amounts of time (e.g., purchases and sales of real property; and non-recurring projects requiring a

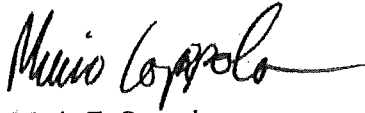
larger amount of time). The significantly discounted municipal rates are as follows: is \$265 per hour for partners and senior counsel, and \$200 per hour for associates. On occasion we will bill for paralegal time at a significantly discounted municipal rate of \$120 per hour.

We will issue our bill within the first ten (10) days of each month. The hourly rate will be applied to all time associated with a matter. If questions or objections about a monthly invoice should arise, the City agrees to raise them promptly for discussion and to promptly pay that portion of our invoice which the City does not question. The City will also be responsible for paying all costs and expenses of collection, including a reasonable attorney's fee, should the Firm need to institute proceedings to collect any monies owed to us by the City.

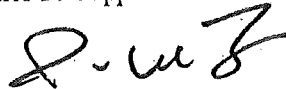
3. Changes in billing rates: The Firm's policy is to review all retainer and hourly rates as follows: (A) (Monthly Retainer) This amount does not typically change on any regular basis. However, we recommend that after six (6) months, and periodically thereafter, we review the actual time allocated to the retainer amount and discuss this with the City to see if an adjustment is appropriate. (B) (Hourly Rates) The hourly rates noted above are subject to moderate increases from time to time. The Firm's policy has typically been to propose such increases during the City's budget review period with an effective date of July 1. We will commit to the City that the above proposed hourly rates suggested above will be in effect through the current term for the Corporation Counsel, which ends in November 2025. If the City decides to retain the Firm as Corporation Counsel beyond November 2025, we will continue to keep the proposed hourly rates unchanged through June 2026.
4. Duration of Services: We understand that the Firm's services may be terminated by you as Mayor at any time. We would request the courtesy of at least sixty (60) days written notice in such event.
5. Disbursements: In addition to the fees described above, the Firm will bill the City for reasonable expenses and disbursements incurred by us in connection with any matter. These expenses and disbursements will be itemized on our invoices and may include, but are not limited to, application and filing fees; consultant's fees; extraordinary copy costs requiring outside services; extraordinary postage (please note that we generally do not charge for minor postage charges we incur); messenger and delivery services; service of process and court costs; express mail and overnight delivery charges; and similar expenses customarily recovered by the Firm in the course of rendering professional services. No major item of expense will be incurred without the City's prior approval.
6. Withdrawal from Representation. The attorney-client relationship is one of mutual trust and confidence. Therefore, if the City has questions about the Firm's services, the City should contact Attorney Coppola to discuss. Should the City fail to abide by the terms of this letter, the Firm reserves the right to withdraw from representing the City, provided it does so in a manner which does not materially adversely affect the City's matter. In particular, the City acknowledges that should it fail to pay any of our monthly invoices within seventy-five (75) days of its receipt, the Firm's policy is to promptly cease working on City matters unless and until the City brings its account current, or unless an acceptable payment arrangement has made and evidenced by a written document signed by both the City and the Firm. If the Firm has filed an appearance on behalf of the City in any court case, its right to withdraw is subject to the approval of the court. In any event, the City will remain responsible for all legal fees and expenses incurred up to the time the Firm ceases to represent the City.
7. Retention of Documents: Upon completion of this matter, the City may request that any original or other documents in the file be sent to the City. The Firm will retain documents for the requisite period provided by law.

We appreciate the opportunity to represent the City. We assure you diligent representation and thank you for your confidence in selecting us. If acceptable to you, please sign and return a copy of this letter.

Very Truly Yours,



Mario F. Coppola



Ira W. Bloom

TERMS AGREED TO:

.....
Hon. Harry W. Rilling, Mayor
Dated: _____, 2024



CITY OF NORWALK
Personnel & Labor Relations
Tina M. Fogell
Chief Human Resources Officer
tfogell@norwalkct.gov
P: 203-854-7724 / F: 203-854-7329
125 East Avenue, PO BOX 5125
Norwalk, CT 06856

To: Common Council Members

From: Tina M. Fogell
Chief Human Resources Officer

Date: December 6, 2024

RE: Salary Recommendation for Registrar of Voters and Deputy Registrar of Voters

The Registrar of Voters and Deputy Registrar of Voters are critical to the democratic process in Norwalk. Their responsibilities include ensuring the integrity of elections, maintaining voter registration databases, and adhering to evolving election laws and technologies. Given the growing complexity of their roles, we strongly recommend increasing their salaries to reflect the demands of their positions, align with market rates, and recognize their invaluable contributions to our city.

Rationale for Salary Increases

1. Expanded Responsibilities and Complexity

Compliance with Election Laws: Registrars must navigate and implement changes in state and federal election laws, ensuring compliance to avoid penalties and maintain public trust. Some of these additional responsibilities include early voting and no excuse absentee voting.

Technological Advancements: They oversee the integration of new election technologies, such as electronic poll books and security measures, which require specialized knowledge and training.

Voter Engagement: As voter turnout and registration efforts expand, registrars play a key role in managing outreach and education efforts, particularly in underserved communities.

2. Market Competitiveness

An analysis of salaries for similar roles in neighboring municipalities indicates that Norwalk's compensation is below market standards. This disparity makes it challenging to attract and retain qualified professionals.

Increasing salaries will ensure Norwalk remains competitive, attracting highly skilled individuals

who can manage the complexities of modern elections.

3. Increased Workload

Election Volume: With multiple elections annually, including primaries, municipal, state, and federal elections, the workload has grown significantly. Additionally, additional volume is created due to early voting and no excuse absentee voting.

Voter Turnout: Higher voter turnout places additional demands on the office, from processing registrations to managing polling sites and resolving issues on election days.

Post-Election Audits: Registrars are now required to conduct audits and provide detailed reporting, which further adds to their workload.

4. Recognition and Retention

A salary increase demonstrates the City's appreciation for the registrars' critical contributions to the democratic process.

Competitive compensation will reduce turnover, ensuring continuity and institutional knowledge in this vital department.

Proposed Salary Adjustments

Registrar of Voters: Recommend an increase to Seventy Nine Thousand Dollars (\$79,000.00) annually.

The current salary for the Registrar of Voters is Sixty Seven Thousand Six Hundred Twenty Seven Dollars (\$67,627.00). This role has received yearly increases in the amount of 2.35% for the last several years, but no market analysis or adjustment due to the increased duties has been assessed.

Deputy Registrar of Voters: Recommend an increase to Seventy Thousand Dollars (\$70,000.00) annually.

The current salary for the Deputy Registrar of Voters is Sixty Thousand Three Hundred and Fifty Six Dollars (\$60,356.00). This role has received yearly increases in the amount of 2.35% for the last several years, but no market analysis or adjustment due to the increased duties has been assessed.

These figures are based on comparable positions in municipalities with similar populations and workloads.

Conclusion

The Registrar of Voters and Deputy Registrar of Voters are essential to maintaining the integrity, accessibility, and security of Norwalk's elections. Their roles have evolved to meet increasing demands, and their salaries should reflect the critical nature of their work.

We urge the Common Council to approve the proposed salary adjustments to ensure the City of Norwalk continues to lead in election administration and voter engagement.



VII.C.

CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7335
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

To: Economic and Community Development Committee of the Common Council

From: Benjamin Yeung, P.E. – Senior Traffic Engineer, Transportation, Mobility, and Parking (TMP)

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director, TMP
Garrett Bolella – Assistant Director, TMP

Subject: December 2024 Agenda - Authorize the Mayor, Harry W. Rilling, to execute Amendment 1 to the Agreement between the City of Norwalk and Stantec Consulting Services Inc. for Project Closeout Services for Norwalk River Valley Trail-Phase 2 State Project 102-350", for a lump sum fee of \$40,000.

Date: November 26, 2024

Memorandum

TMP requests authorization for Amendment 1 to the Agreement between the City of Norwalk and Stantec Consulting Services Inc. for Project Closeout Services for Norwalk River Valley Trail-Phase 2 State Project 102-350. The final section of this phase of the Norwalk River Valley Trail (NRVT), the bridge at New Canaan Avenue and Riverside Avenue, opened to the public in February 2024, with the construction punch list completed in August 2024. Recent fall counts recorded over 100 users per day on this trail section, with higher usage expected during the summer months. The NRVT has proven to be a valuable asset to Norwalk, enhancing multi-modal mobility, expanding recreational opportunities, and improving the overall quality of life.

Phase 2 of the NRVT is a State grant-funded project requiring the submission of properly formatted invoices, material certifications, and inspection reports to qualify for reimbursement from the Connecticut Department of Transportation (CT DOT). To ensure maximum reimbursement, TMP engaged Stantec for Construction Administration and Inspection Services, leveraging their expertise as the original engineering design consultant for the project. Total reimbursements to the City are expected to approach \$2.5 million by the conclusion of the reconciliation process.

Stantec's responsibilities include:

- Updating, clarifying, and compiling inspection reports.
- Verifying that material testing and certifications are completed and documented.
- Reconciling discrepancies between actual work performed and contract values.
- Preparing any necessary change order documentation to finalize reconciliation.

To finalize the reimbursement process, Stantec will provide additional project closeout services for a lump sum fee of \$40,000. A noncompetitive procurement justification form has been completed to confirm that Stantec is the most qualified firm to perform this work. Their ongoing involvement in the reconciliation process, possession of all project files, and extensive knowledge of the project from their roles in both engineering design and construction inspection make them uniquely suited to complete this effort efficiently.

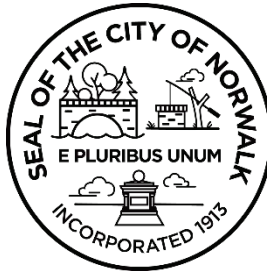
REQUESTED ACTION: Authorize the Mayor, Harry W. Rilling, to execute Amendment 1 to the Agreement between the City of Norwalk and Stantec Consulting Services Inc. for Project Closeout Services for Norwalk River Valley Trail-Phase 2 State Project 102-350", for a lump sum fee of \$40,000.

ACCT: 0924 3750 5777 C0777

Sincerely,

A handwritten signature in black ink that reads "Benjamin Yeung". The signature is written in a cursive, flowing style.

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



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 11/12/2024

DEPARTMENT: TMP

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: \$40,000 MUNIS Account: 0924-3750-5777-C0777

VENDOR: Stantec

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2024.11.19 15:06:04 -05'00'	☒ Supports	<i>James Travers</i>
	☐ Does Not Support	Department Head Name
	☒ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	James Travers
		Date

JUSTIFICATION:

Stantec is the consultant who developed the engineering design for the section of the NRVt recently completed (known as Phase II), with the bridge opening at New Canaan Avenue and Riverside Avenue in early 2024. Stantec was also heavily involved with Construction Inspection and Administration for the project during a time when TMP was short-staffed.

The NRVt Phase II project is a grant-funded improvement that requires submission of specifically formatted invoices and back up materials in order to be eligible for reimbursement by CT DOT. In order to maximize the amount of reimbursement to the City, TMP had previously engaged Stantec to update, clarify, and compile inspection reports, confirm that all needed material testing and certifications are properly completed and compiled, reconcile discrepancies between actual work completed versus contract values, and develop any change order documentation needed to complete said reconciliation.

Stantec has already begun this process of reconciliation and already has all project files, in addition to a deep knowledge of the project through their work on the engineering and construction inspection for this effort. Through weekly progress meetings between TMP, Stantec, and CT DOT that have already been ongoing for the past six months, we have a clear idea of what CT DOT expects to be submitted in order for them to certify reimbursement for the City. As of 11/12/2024, nearly \$500,000 has been paid back to the City by the State, with a total close to \$2.5 million on the project expected to be reimbursed to the City by the end of this reconciliation process.

Stantec is the firm best suited to perform this work since they have already been and are currently completing this work. The funds that had previously been authorized for Stantec on project closeout were sufficient to complete an investigation of the reports and files that are or aren't missing, and to begin the reimbursement process with CT DOT. Now that we have gone through this process for 3 of the 14 pay requisitions on the project, we are able to make an estimate of the additional funding needed to complete this work.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Stantec Consulting Services Inc.
55 Church Street, Suite 601
New Haven, Connecticut 06510

November 13, 2024

Mr. James Travers
Director
Transportation, Mobility and Parking
City of Norwalk
125 East Avenue
Norwalk, CT 06851

**RE: Additional Construction Closeout Services
NRVT Trail – Phase 2**

Dear Jim:

As previously discussed, we have prepared this proposal to assist the City in closing out the construction project for the NRVT Trail - Phase 2 project as required by the Connecticut Department of Transportation. This closeout is critical in order that the City be reimbursed by the State to the greatest extent possible for the construction. Stantec had prepared the design for this project and had provided construction administration and inspection services during the latter part of the project. We therefore have the greatest familiarity with the various aspects of the project to complete this work efficiently.

These services would include the following:

1. Inspection of railing repair at EWC facility in Newington and their subsequent installation in the field (5 visits)
2. Preparation of ISP Requests for Payment Applications 1-13b. We will review previous payment applications and prepare the necessary ISP for signature. The City will provide the verification of payment information.
3. Preparation of Change Orders for Change in Scope, Change in Quantity and Time (20 changes in scope, 30 changes in quantity and 1 change in Time are anticipated)
4. Finalize the Construction Documentation for Volumes 1 through 4. This will include review of the calculations and payment applications to ensure they are consistent with each other. The Volumes will be modified as needed. Support from the Norwalk inspector may also be required in order to close the books properly.
5. Provide material certifications and testing where available and properly documenting them with the DOT. This will be for information that is readily available. An exception letter will be prepared once any available documentation is provided if there are still some outstanding testing requirements.
6. Final Punch List Inspection and Project Closeout Forms
7. Attend weekly virtual meetings with CT DOT District 3 to review paperwork and outstanding items.

The fee for these services will be the lump sum fee of \$40,000 and will be billed based on the percent complete. These services will complete all the closeout requirements by the CT DOT for this project.

Mr. James Travers
November 13, 2024

If acceptable to the City, we can then prepare a contract accordingly.

Let us know if you need any further clarification of this proposal or additional information.

Sincerely yours,

STANTEC CONSULTING SERVICES INC.



Philip J. Katz, P.E.
Associate
Philip.katz@stantec.com



Jeffrey Olszewski, RLA
Project Manager
Jeff.olszewski@stantec.com

By signing this proposal, City of Norwalk authorizes Stantec to proceed with the additional services herein described and will be bound by the previously authorized *Agreement by and Between the City of Norwalk, the Norwalk Transit District and Stantec Consulting Services, Inc.* for the provision of engineering and landscape architecture design services for the Norwalk River Valley Trail-Phase 2, Norwalk, CT dated August 28, 2015. All fees noted herein will be paid for by the City of Norwalk.

Accepted and agreed to for the City of Norwalk by:

Signature

Name *(please print)*

Title *(please print)*

Date



Stantec Consulting Services Inc.
55 Church Street, Suite 601
New Haven, Connecticut 06510

November 13, 2024

PROPOSED HOURS FOR NRVT PHASE 2 CLOSEOUT

Philip Katz, P.E.	Associate Civil Engineer	40 hours @ \$210
Jeff Olszewski, R.L.A.	Project Manager	40 hours @ \$160
Zahed Mohammed	Junior Engineer	230 hours @ \$110
TOTALS		310 hours = \$40,000



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7335
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

To: Economic and Community Development Committee of the Common Council

From: Benjamin Yeung, P.E. – Senior Traffic Engineer, Transportation, Mobility, and Parking (TMP)

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director, TMP
Garrett Bolella – Assistant Director, TMP

Subject: December 2024 Agenda - Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the United States Department of Transportation (US DOT) to accept grant funding under the Safe Streets for All FY24 grant program (Federal Award No. 693JJ32540311).

Date: November 26, 2024

Memorandum

The United States Department of Transportation (US DOT) has awarded the City of Norwalk a \$500,000 grant under the Safe Streets for All (SS4A) program to develop a citywide, comprehensive Safety Action Plan for the city's roadways. The plan will use a data-driven approach to identify roadway corridors and intersections with the highest risk of crashes and injuries. It will then outline both short-term and long-term strategies to mitigate risks at these high-crash locations, aligning the strategies with the city's updated design standards and mobility priorities established by the recently passed Complete Streets Ordinance.

The goal of the Safety Action Plan is to create a targeted strategy to eliminate serious injuries and fatalities on roads across the city, consistent with the city's commitment to Vision Zero and its planned adoption of a Vision Zero policy, which prioritizes human life and health in all aspects of the transportation system.

The Transportation, Mobility, and Parking (TMP) Department will lead this project and plans to release a Request for Proposals (RFP) for consulting services shortly after this grant agreement is finalized. TMP aims to select a consultant by the end of Q1 2025 and complete the Safety Action Plan by the end of Q2 2026.

The consultant's responsibilities will likely include:

- **Traffic/crash and demographic data analysis:** Collecting, processing, and analyzing traffic/crash data and Census demographic data, with a focus on building the capability to analyze new data in the future.

- **Prioritization framework:** Developing a scheme to rank high-crash and/or high-injury locations.
- **Policy assessment:** Evaluating current city policies and practices to identify opportunities to improve roadway safety.
- **Mitigation strategies:** Creating a “toolbox” of effective mitigation strategies to reduce crash and injury risks citywide.
- **Concept designs and cost estimates:** Preparing concept-level designs and cost estimates for key locations.
- **Stakeholder engagement:** Coordinating with agencies and conducting public outreach to gather feedback on the plan, particularly prioritizing input from underserved, minority, and low-income communities.

The Safety Action Plan will enhance the City’s ability to prioritize and plan road safety improvements. It will also serve as a foundational document to support future applications for Federal Implementation grants under the SS4A program, as well as other State and Federal grant opportunities for roadway safety projects.

The \$500,000 grant includes an 80% Federal share and a 20% local share. US DOT will contribute \$400,000 in Federal funds, while the remaining \$100,000 will come from the TMP’s Capital budget for roadway design and reconstruction.

REQUESTED ACTION: Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the United States Department of Transportation (US DOT) to accept grant funding under the Safe Streets for All FY24 grant program (Federal Award No. 693JJ32540311).

ACCT: 0924 3750 5777 C0824

Sincerely,



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

- 1. Federal Award No.**
693JJ32540311
- 2. Effective Date**
See No. 16 Below
- 3. Assistance Listings No.**
20.939
- 4. Award To**
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Unique Entity Id.: V7ZTXNBKJM9
TIN No.: 06-6011881
- 5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
- 6. Period of Performance**
Effective Date of Award – July 1, 2026
- 7. Total Amount**
Federal Share: \$400,000
Recipient Share: \$100,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$500,000
- 8. Type of Agreement**
Grant
- 9. Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
- 10. Procurement Request No.**
HSA240747PR
- 11. Federal Funds Obligated**
\$400,000
- 12. Submit Payment Requests To**
See Article 5.
- 13. Accounting and Appropriations Data**
15X0174E50.0000.055SR30500.5592000000.4
1010.61006600.0000000000.0000000000.0000
000000.0000000000
- 14. Description of the Project**
The City of Norwalk is committed to enhancing road safety by developing a comprehensive Safety Action Plan. This plan will identify and address dangerous roadways and intersections by compiling a list of high-crash locations, based on data from the Fatality Analysis Reporting System (FARS) dataset, UCONN Crash Data Repository, KABCO scoring system, and other relevant crash standardization tools and data.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Harry W. Rilling
Title: Mayor, City of Norwalk

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Hector Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Norwalk, Connecticut (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Norwalk Comprehensive Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Norwalk Comprehensive Safety Action Plan

Application Date: 4/04/2024

2.2 Award Amount.

SS4A Grant Amount: \$400,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The Safety Action plan will identify and outline mitigation strategies for each location throughout the city. By integrating this data-driven approach with our Complete Streets Plan, due to be adopted this summer, and planned Vision Zero initiatives, Norwalk aims to create a focused strategy to drastically reduce serious injuries and fatalities citywide. The Safety Action Plan will outline such problematic locations where interventions using a Complete Streets framework can be implemented. Utilizing data analytics and specifications, the city will be better positioned to adopt an official Vision Zero Plan.

The City's Transportation Master Plan, adopted in 2022 outlines the commitment of the city to Vision Zero, and states that "One Death on our roads is too many." The Safety Action Plan will continue this commitment by including a resolution from our City's Common Council to be a Vision Zero City by 2035, and drop overall crashes by a significant, but actionable percentage to be determined by the consultant and city in the process of creating the Safety Action Plan.

As part of the Safety Action Plan a Safety Action Planning Committee or SAPC will be created which will include all relevant groups, departments, and agencies involved in roadway safety in Norwalk, including, but not limited to:

- Norwalk Department of Transportation, Mobility, and Parking
- Norwalk Department of Public Works
- Norwalk Police Department

- Norwalk Fire Department
- Norwalk Health Department
- Norwalk Bike & Walk Commission
- Norwalk Mayor's Office
- Members of the Norwalk Common Council
- Norwalk Transit District

The goal of this committee will be to review the Safety Action Plan as it developed to ensure oversight and commitment to goals outlined in the plan, including commitments to public safety, equity, and engagement with the public. This will include public engagement through both the Safety Action Plan Committee, as well as a number of public meetings and engagement opportunities organized by the city and the consultant. This will include reaching out to numerous public and private partners of the city to gain feedback and direction for the plan.

As mentioned in the introduction Norwalk's Safety Action Plan will be a highly data driven document. The city has already developed a dataset that analyzes all roadways and intersections to determine high risk locations for crashes and injuries. These findings will be enhanced using census data, more extensive crash data, and other roadway datasets to create a high injury network, especially focused on vulnerable user crashes. This will also include mapping of the crashes, historical analysis, and analysis of crash locations/severity. The city will procure citywide roadway and crash datasets that can be used not just for the safety action plan, but for a period of multiple years to ensure the city is able to continuously review transportation safety data citywide after the completion of the Safety Action Plan.

As part of the data collection and review process the city will use Justice40, census information, and other equity datasets to determine locations in the city that do not just have crash issues but fall in minority/low-income areas that need to be focused on for improvements. The Safety Action Plan Committee will include members of these underrepresented communities to ensure we hear their voices in the process of developing the plan. As part of the mapping and data analysis process these areas with high crash rates in underserved communities will be highlighted to ensure a proper response to their unique circumstances and concerns.

The City has already begun the process of reviewing current policies, plans, guidelines, and standards to improve transportation safety by beginning the process of adopting a Complete Streets Ordinance and Design Guide. This process will be completed in early 2025 and will largely secure the policy review the city needs to do as part of the Safety Action Plan. The Safety Action Plan will also include review of any further documents, policies, and standards not reviewed as part of Complete Streets to ensure we haven't missed anything that could hinder transportation safety. The plan will also take into consideration any recommendations from the Complete Streets Implementation Guide that have not been implemented yet and how they can be properly adopted by the City.

The Safety Action Plan will develop a set of projects and strategies the city can readily adopt, implement, and begin work that will improve overall transportation safety in the city. These will include policy and ordinance changes, specific roadways and intersections that should be improved through the development of a ranking and prioritization system, and minor (such as signage and pavement marking) roadway and intersection infrastructure upgrades the city can easily adopt to quickly implement roadway safety improvements.

The city as part of the Complete Streets process must report on the progress of Complete Streets. Through this process it will already be reporting on crash data and improvements to traffic safety created by Complete Streets infrastructure. This documentation is public and reported at the end of the calendar year. This will be the best opportunity to report on the Action Plan and improvements to the Traffic

Safety Citywide, until the City adopts a Vision Zero Policy, which will include a Vision Zero Committee that will develop a yearly report on the progress of the city towards Vision Zero and by default also the progress of the Safety Action Plan in reducing fatal and serious injury crashes citywide.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	March 31, 2026
Planned SS4A Final Report Date:	June 1, 2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$400,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$100,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$500,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

N/A

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

James Travers
Director
City of Norwalk - Transportation, Mobility, and Parking
125 East Avenue, Room 121 Norwalk, CT 06851
(203) 854-7736
jtravers@norwalkct.gov

4.2 Recipient Key Personnel.

Name	Title or Position
James Travers	Director
Garrett Bolella, P.E., PTOE, RSP1	Assistant Director
Benjamin Yeung, P.E.	Senior Traffic Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Connecticut Division Administrator
Agreement Officer's Representative (AOR)
450 Main Street, Suite 612
Hartford, CT 06103
860-659-6703
Connecticut.FHWA@dot.gov

and

Timothy Snyder
Connecticut Division Office Lead Point of Contact
Discretionary Grants Program Manager
450 Main Street, Suite 612
Hartford, CT 06103
860-494-7560
timothy.snyder@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: All intersections and roadways in the City of Norwalk, CT

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

X	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City has completed a Transportation Master Plan, which reviewed equity and racial justice as part of the final report. The document surveyed the city’s residents to get on the ground reporting as well as reviewing census data to ensure racial equity and justice was considered. The full report can be reviewed here: [Transportation Master Plan \(arcgis.com\)](https://arcgis.com) and will be reviewed and referenced as part of the safety action plan.

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The City's Transportation Master Plan completed in December of 2022, reviews Justice40 and other important environmental conditions to aspire the city to invest in and prioritize the design and construction of a carbon-neutral transportation system. This plan calls for the reduction of greenhouse gases and will be referenced as part of the Safety Action Plan, it can be viewed here: [Transportation Master Plan \(arcgis.com\)](#).

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The city of Norwalk is an equal and fair opportunity employer and follows federal regulation on the hiring of employees. There are several existing unions all under federal regulation, at the City of Norwalk, that would be coordinated with as part of this project.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

The City of Norwalk, as part of our Safety Action Plan, will acquire traffic software/data to help enhance the city’s capability to collect and analyze traffic. As part of the RFP and throughout the project, the city will confirm that it follows all Federal, State, and Local guidelines.

**ATTACHMENT G
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: Existing

Existing Award Program: Local Roadway Accident Reduction Program (LRARP)

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is “Existing.”



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

TO: Economic and Community Development Committee of the Common Council

FROM: Greg Pacelli – Transportation Planner, Transportation, Mobility and 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

REF: December 5th 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 26th, 2024

Memorandum

In 2023, the city was awarded \$800,000.00 through the Connecticut Department of Transportation's Community Connectivity Grant program for the Hospital Hill Village District Safety Enhancement project.

The awarded grant funding will be utilized to address crashes and confusion that occurs at the existing traffic circle which currently defines the intersection of Stuart Avenue, Stevens Street and Magnolia Avenue. The reconfigured intersection will slow vehicle speeds and improve safety for all roadway users, along with various other streetscape enhancements that will benefit the surrounding community.

Additional streetscape enhancements include curb extensions, high-visibility crosswalks and wider sidewalks to improve safety, access, and comfort for pedestrians as well as construction of a new village parking lot. The project will also include various placemaking

elements, such as pedestrian level lighting and a plaza area with street furniture and trees to create a gateway to the neighborhood and help support local businesses, restaurants, and outdoor dining. Throughout the design process, the city has actively engaged with local businesses and residents as well as hosted a public information meeting at Norwalk Hospital in February 2024 to gather valuable feedback from the community on the project.

As the project has grown in scope and scale since its application, the City has committed to additional funding in partnership with CTDOT to ensure this is a transformative project for the neighborhood.

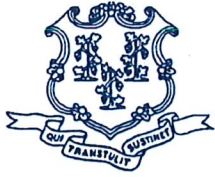
Upon completion of the design activities, the city will submit a final submission package to the Connecticut Department of Transportation. This package will include a complete set of final project plans, the final construction cost estimate, and draft contract documents. Once the Department of Transportation approves the final submission package, the city will be issued a Notice to Proceed, enabling the advertisement of the invitation to bid package and award a contractor for the construction phase. Construction is expected to begin in Spring of 2025.

- 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.

Account Numbers

363751 5799 G0067

0925 3750 5777 C0649



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



Phone: (860) 594-2015

December 14, 2023

Honorable Harry W. Rilling
Mayor
125 East Avenue
Norwalk, CT 06851
Hrilling@norwalkct.gov

Dear Mayor Rilling,

Subject: **Commitment to Fund Letter**

Community Connectivity Grant for Hospital Hill Village Safety Enhancements
State Project No. 0170-3513GR
CCGP Grant Number: C102-0201
City of Norwalk

The Department of Transportation (Department) has selected the Grant application submitted by the City of Norwalk (Municipality) to receive funding under the Community Connectivity Grant Program (CCGP) for the construction of *Hospital Hill Village Safety Enhancements* project.

The Department hereby commits to fund eligible construction project costs up to the accepted grant amount of \$800,000.00, based on the estimated costs provided by the Municipality.

This Commitment to Fund is subject to general conditions including, but not limited to the following:

1. All correspondence for the administration of Community Connectivity Grants should be electronic (via e-mail or other means). A Project Manager will be assigned for each grant and will serve as the point of contact for the Department. All correspondence for the specified grant should be directed to the Project Manager. The Municipality shall designate a primary point of contact who will oversee the project design and to coordinate with the Department's Project Manager.
2. This grant shall only be used to fund eligible construction costs.
3. The project is to be administered by the Municipality in accordance with the CCGP Project Administration Guide, as may be revised. The guidelines are available at the following website: [CT Connectivity CCGP](#)
4. The Municipality shall provide the Department with quarterly project status updates throughout the project development process and through construction. A Project Status form can be found at the following website: [CT Connectivity CCGP](#)

5. The project costs identified in this Commitment to Fund are based on the requested amount from the CCGP application. It is understood that the Department has capped CCGP participation in this project at the application estimate (as shown in this Commitment to Fund), and that any additional project costs shall be the responsibility of the Municipality.
6. Should the Municipality elect to use municipal forces to perform the construction, a request should be made to the Department with the final design submission.
7. Any project scope revisions must be reviewed and approved by the Department.
8. Upon completion of project design activities, and prior to advertising the project for construction bids, the Municipality must forward a Final Design Submission to the CTDOT Project Manager which includes the following:
 - a. Complete set of final project plans
 - b. Specifications
 - c. Contract documents
 - d. Final Construction Cost Estimate
 - e. Final Design Submission Documentation Form (template attached)
 - f. Completed General Municipal Certification for Design Activities Form (template attached)
 - g. Letter from the Department's District Maintenance Special Service Section indicating the plans are acceptable for issuance of an Encroachment Permit (if required).

A digital submission via e-mail is preferred.

9. The Municipality must execute and deliver a Project Authorization Letter (PAL), issued pursuant to the Master Municipal Agreement for Construction Projects, and comply with its terms within a period of 1095 calendar days (3 years) from the execution date of this Commitment to Fund letter. The PAL will be forwarded to the Municipality for execution **following the acceptance of the Final Design Submission package** by the Department. The Municipality shall provide written notification to the Department of any issues that may affect the schedule. If the time of completion will not be met, the Municipality must request an extension from the Department, in writing, citing the reason and the revised anticipated completion date.

This commitment is further subject to the following project-specific conditions and determinations:

1. This project may require environmental permits. In accordance with the CCGP guidelines, the municipality will be responsible for the acquisition of all environmental permits that may be required. Any project that involves work within waters or wetlands may require State and/or Federal environmental permits. Therefore, the Municipality and/or their consultant should contact the Connecticut Department of Energy and Environmental Protection (DEEP) Land & Water Resources Division at (860)424-3019, early in the design process to discuss permitting requirements, and to identify specific concerns and/or design considerations. Failure to establish early communication with DEEP may result in time delays in the permitting process, due to the need for design changes and/or denial of permit applications. More information can be found on DEEP's Environmental Permitting Process website at: https://www.ct.gov/deep/cwp/view.asp?a=2709&q=324232&deepNav_GID=1643

2. This project may require utility relocations. Coordination with utility companies who have facilities within the project area should begin early in the design process. Utility relocations are not eligible for CCGP funds.
3. If the project requires rights-of-way acquisitions (easement or full/partial taking), the process should begin early in the project design phase. This will allow for sufficient time to acquire the necessary rights/properties by the advertising date. The Municipality is responsible for performing all rights-of-way acquisition activities for the project. The municipality will be required to certify that all right of way activities associated with the project have been completed as evidenced by submission of documentation required by the Department's Engineering Directive for "State Funded Municipal Projects Requirements for Rights of Way Acquisitions". A copy of this directive can be found at: [CT Connectivity CCGP](#)

Please be informed that, in accordance with the CCGP Project Administration Guide, the Department will initiate an Environmental Screening for this project to assist the Municipality in identifying items that may need to be investigated or addressed by the Municipality during the design phase. The results will be forwarded to the Municipality, upon completion.

If the Municipality accepts this Commitment to Fund, the Municipal Chief Administrative Officer must **sign below and return a copy of this letter to this office within Thirty (30) days**. Transmission via e-mail is preferred.

If you have any questions, please contact the Project Manager, Mauricio Garcia-Theran, at (860) 594-2015 or Mauricio.Garcia-Theran@ct.gov.

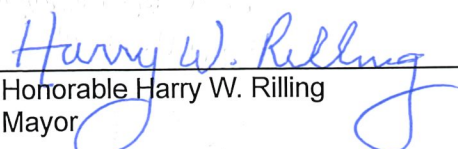
Very truly yours,

Kimberly Lesay

Digitally signed by Kimberly Lesay
DN: cn=Kimberly Lesay, o=Connecticut Department
of Transportation, ou=Bureau Chief of Policy &
Planning, email=kimberly.lesay@ct.gov, c=US
Date: 2023.12.12 11:15:40 -0500

Kimberly Lesay
Bureau Chief
Policy and Planning

Concurred By: _____


Honorable Harry W. Rilling
Mayor

Date 12/15/23



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

TO: Economic and Community Development Committee of the Common Council

FROM: Greg Pacelli – Transportation Planner, Transportation, Mobility and 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

REF: December 5th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to sign an agreement with the Western Connecticut Council of Governments (WestCOG) for the Active Transportation Microgrant program.

DATE: November 26th, 2024

Memorandum

In November 2024, the city was awarded a \$4,788.00 grant from the Active Transportation Microgrant program, administered by the Connecticut Department of Transportation in conjunction with the Council of Governments.

The purpose of this grant program is to provide eligible organizations with funding for resources that advance safe, accessible, sustainable and equitable walking, biking and rolling in Connecticut. The grant application was written by the City of Norwalk's Bike-Walk Commission and submitted by the city in September 2024.

The intended uses of the grant are for non-infrastructure related purposes, such as bike helmets, bike locks, and other training related materials. The grant funding will provide the city's Bike Walk Commission with bicycle helmets, bicycle locks, as well as the creation of educational brochures related to biking and walking. The commission will utilize these items

to distribute to Norwalk residents during city related public events such as National Night Out and the city's annual Earth Day Festival, as well as various other occasions such as an

By the Bike Walk Commission distributing safety and educational related materials to the public, especially to school aged children, the intent is to help promote a culture of safety, encouraging responsible walking and biking habits, and supporting healthier, more sustainable transportation choices.

- A. Authorize the Mayor, Harry W. Rilling, to sign an agreement with the Western Connecticut Council of Governments (WestCOG) for the Active Transportation Microgrant program for the release of the grant funds in the amount of \$4,788.00.

Account Number

363752 5329 G0068

AGREEMENT FOR ACTIVE TRANSPORTATION MICROGRANT

THIS AGREEMENT is made by and between the **WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**, acting herein by Francis R. Pickering, its Executive Director, duly authorized, having principal offices at 1 Riverside Road, Sandy Hook, CT 06482, hereinafter referred to as “WestCOG,” and the **CITY OF NORWALK** hereinafter referred to as “Recipient”.

1. **AWARD UNDERSTANDING.** The Recipient agrees to follow the project plan specifically set forth in the attached **Exhibit A**, made a part of this Agreement. WestCOG and Recipient further agree as follows:
 - 1.1. **Quarterly Reporting.** The Recipient will fill out and submit a quarterly report in the format found in the CTDOT Active Transportation Microgrant Program Guidelines until the project is completed. Copies of receipts shall be attached.
 - 1.2. **Funding Acknowledgement.** The Recipient will provide an indication of the funding by the Connecticut Department of Transportation in all advertisements and public notifications of the project.
 - 1.3. **Program Guidelines.** The Recipient agrees that funding shall be used in accordance with information provided in **Exhibit A** and in the CTDOT Active Transportation Microgrant Program Guidelines.
2. **TERM.** The award funds pursuant to this Agreement shall be expended within two years from receipt of funds. Any unexpended funds shall be returned to WestCOG.
3. **FUNDS.** WestCOG shall pay to Recipient an amount not to exceed Four Thousand Seven Hundred and Eighty Eight Dollars (\$4,788.00), in accordance with the Project Budget set forth in **Exhibit A**, attached hereto.
 - 3.1. The total funding shall not exceed the amount identified in the Project Budget.
 - 3.2. Expenses not identified in the Project Budget are not allowed. Unexpended funds cannot be used for any other purpose or project.
4. **INDEMNIFICATION.** To the fullest extent permitted by law, Recipient, on behalf of itself, its employees, agents, subcontractors (including without limitation, the Approved Subcontractors and Consultants, if any) (the “Indemnifying Party”) agrees to indemnify, hold harmless and defend the WestCOG and the Municipalities¹, (individually and collectively), their officers, officials, boards, employees, agents and volunteers

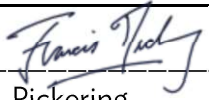
¹ The following municipalities are the members of WestCOG: Bethel, Bridgewater, Brookfield, Danbury, Darien, Greenwich, New Canaan, New Fairfield, New Milford, Newtown, Norwalk, Redding, Ridgefield, Sherman, Stamford, Weston, Westport, and Wilton.

("Indemnified Parties") from and against any and all actions, liabilities, claims, losses, damages (including punitive damages) litigation expenses, settlement payments, costs and expenses, interest, awards, judgments, diminution in value, fees, penalties, fines, forfeitures, clean-up costs, suits of any name or nature, which may be alleged against the Indemnifying or Indemnified Parties or which the Indemnifying or Indemnified Parties may incur, become responsible for, or pay out as a result of the negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement.

This provision shall survive termination of this Agreement.

5. **AMENDMENT.** Any amendment must be in writing and agreed to by WestCOG and Recipient. Any modification or amendment to this Agreement shall be void unless it is in writing and agreed to by both parties. Any changes to the project point of contact should be communicated to WestCOG in a timely manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

WestCOG	City of Norwalk
By:  Francis R. Pickering Executive Director Date: November 20, 2024	By: _____ Harry W. Rilling Mayor Date:



Connecticut Department of Transportation

Active Transportation Microgrants APPLICATION

The Connecticut Department of Transportation (DOT) in conjunction with the Councils of Government in Connecticut (COG) invite you to apply for Active Transportation Microgrants. The purpose of this grant program is to provide eligible organizations with funding for resources that advance safe, accessible, sustainable and equitable walking, biking and rolling in Connecticut. Schools, school districts, municipalities and 501(c)(3) nonprofits are eligible to apply and are limited to two grants in a 12-month period.

Microgrants will provide funding up to \$5,000 for each eligible applicant on a rolling basis. The intended uses are non-infrastructure purposes including bike helmets, bike locks, bike maintenance training and materials, bicycle fleets including adaptive bicycles, League Certified Instructors training, programs and events supporting bicycle and pedestrian safety, and safety vests.

Need help thinking through a project, preparing your application, or submitting materials? Please refer to program guidelines or contact our Transportation Supervising Planner, Anna Bergeron, at Anna.Bergeron@ct.gov or 860-594-2140.

Application Contact Information

Date: 08/28/24 COG: Western CT

Municipality: Norwalk Organization Name: Norwalk Bike/Walk Commission

School Name: N/A School District: N/A

Project Address: 125 East Avenue Norwalk, CT 06851

Contact Name/Title: Rita T. Nigri, MPA/Grant Coordinator

Email Address: rnigri@norwalkct.gov Phone Number: 203-854-7233

Alternate Contact Name/Title: Greg Pacelli/Transportation Planner

Alt. Email: gpacelli@norwalkct.gov Alt. Phone: 203-854-7275



Application Questions

Background

1. Which of the following best describes your organization?

- ☐ School
- ☐ School District
- ☒ Municipality
- ☐ Nonprofit with 501(c)(3) status*

***If you are a nonprofit**, you will need to submit proof of your status as a legal entity, such as a copy of your IRS Determination Letter, along with your application.

2. Has your organization registered for Safe Routes to School? To be eligible for this grant, you must register with the Connecticut Department of Transportation Safe Routes to School Program, regardless of your organization type. Registration Link: [Registration for Connecticut Safe Routes to Schools Program \(office.com\)](https://www.ct.gov/transportation/schools/registration)

- ☒ Yes
- ☐ No

3. Please tell us about your proposed project. Who will this project serve, and how will they benefit from it? How will the project advance active transportation in an equitable, safe, accessible and sustainable way for vulnerable road users in Connecticut?

This request is to fund various projects of the bike/walk commission for which we will distribute safety supplies (helmets and locks) as well as materials for bike/pedestrian safety education to the citizens of Norwalk at local city events.

Funding

4. What is the amount of funding requested up to \$5,000? \$4788





5. What is the intended use of the grant funds?

- ☒ Bicycle helmets
- ☒ Bicycle locks
- ☐ Bicycle maintenance training and materials
- ☐ Bicycle fleets including adaptive bikes
- ☒ [League Cycling Instructors training](#)
- ☒ Programs, events and materials for bicycle and pedestrian safety education
- ☐ Safety vests

6. Please provide a brief breakdown of the total funding request:

Eligible Item	Quantity	Funding Needed
Bicycle Helmets	50	\$2500
Bicycle Locks	50	\$1250
League Cycling Instructors Training 	1	\$600
Brochures	500	\$238
Special Event Permit - City of Norwalk 	2	\$200

Reporting

7. The Council of Governments (COG) will oversee the distribution of funds and be responsible for quarterly reporting of metrics including timeline for the proposed project and tracking of project outcomes. However, please provide information specific to your organization's intended timeline and use of funds:

Please tell us about your anticipated project timeline.

- Start date: 09/02/24 
- End date: 12/31/24
- Any other major deadlines: N/A 



8. This application must be read and signed by the authorized signatory of the respective organization.

Signature: Rita T Nigri, MPA Digitally signed by Rita T Nigri, MPA
Date: 2024.09.05 15:09:27 -04'00' Title: Grant Coordinator

Please make sure you've reviewed requirements in the guidelines as necessary.

Ready to submit?

Email your application and any supporting documentation to your local COG
Thank you for applying for an Active Transportation Microgrant!
If you have any questions or concerns, please contact us.

COG	Name	Email
Western CT COG	Kristin Hadjstylianos	Khadjstylianos@westcog.org
Connecticut Metro COG	Patrick Carleton	Pcarleton@ctmetro.org
Southeastern CT COG	Amanda Kennedy	Office@seccog.org
South Central Regional COG	Laura Francis	Lfrancis@scrcog.org
Northwest Hills COG	Kathryn Faraci	Kfaraci@northwesthillscog.org
Capitol Region COG	Mike Cipriano	Mcipriano@crcog.org
Naugatuck Valley COG	Rich Donovan	Rdonovan@nvcogct.gov
Northeastern COG	John Filchak	John.Filchak@neccog.org
Lower CT River Valley COG	Robert Haramut	Rharamut@rivercog.org

Anna Bergeron
Supervising Transportation Planner
CTDOT Active Transportation Unit
Anna.Bergeron@ct.gov
860-594-2140

Kristen Levesque
Safe Routes to School Coordinator
CTDOT Active Transportation Unit
Kristen.Levesque@ct.gov
860-594-2146



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

TO: Economic and Community Development Committee of the Common Council

FROM: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: **December 5th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Improvements to Richards Avenue and West Cedar Street as part of the Connecticut Department of Transportation (CTDOT) Local Capital Improvement Program (LOTICIP) with grant funding administered through the Western Council of Governments (WestCOG); and all other agreements and documents required thereunder.**

DATE: November 26, 2024

Memorandum

WestCOG has endorsed \$4,000,000 in LOTICIP Grant funding for the construction of a Roundabout at the intersection of Richards Avenue and West Cedar Street, including roadway improvements along the Connecticut State Colleges and Universities (CSCU) Norwalk Campus. The endorsement requires the City to submit a formal grant application to CTDOT in order for the State to issue a Commitment to Fund Letter. The LOTICIP grant program is one hundred percent (100%) State participation. Design for this project is covered under State Project No. DOT01020376GR with funding administered through CTDOT's Urban Action Grant (UAG) program presented to the committee for acceptance last month.

The transportation project includes the installation of a modern roundabout to replace an aging traffic signal to improve traffic flow, operations, and safety for all roadway users, while also serving as a gateway to the neighborhood. It also includes several Complete Streets

improvements including right-sizing Richards Avenue to balance all modes of transportation within the corridor and better connect the easterly and westerly CSU Norwalk campuses. The project will improve connectivity and mobility along the campus with pedestrian friendly features including wider sidewalks/paths, improved crossings, pedestrian level lighting, street trees and green infrastructure. The Transportation Mobility and Parking Department plans to hold a public meeting to introduce the project and share preliminary concepts early 2025.

- a. Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Improvements to Richards Avenue and West Cedar Street as part of the Connecticut Department of Transportation (CTDOT) Local Capital Improvement Program (LOTICIP) with grant funding administered through the Western Council of Governments (WestCOG); and all other agreements and documents required thereunder.**



MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkct.gov

Memorandum

Thursday, November 14, 2024

To: Economic and Community Development Committee of the Common Council
From: Jim Travers
Bryan Lutz
CC: Sabrina Godeski, BS, MPL, AICP – Director of Business & Tourism
Subject: December 5, 2024 Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into a License Agreement for Vehicular Parking with the Connecticut Department of Transportation for property located along Monroe Street, adjacent to the New Haven Main Rail Line.

The Police Headquarters located on the corner of South Main St and Monroe St. currently utilizes a small, 10 vehicle parking lot adjacent to the Southwest portion of PD Headquarters. This property is owned by the State of Connecticut, Department of Transportation.

In a recent discussion with Chief Walsh, he raised a concern that there was no agreement in place that allowed PD vehicles to park in this lot and that CTDOT could request these vehicles be removed at any time. These spaces are valuable to the Police Department as they are used to store vehicles for one particular unit.

TMP began negotiations with CTDOT to enter into a zero (0.00) license agreement for this parcel. CTDOT agreed to the proposal. We negotiated a 90-day termination agreement in the event that CTDOT would require use of this parcel in the future.

Proposed Authorization:

Authorize the Mayor, Harry W. Rilling to enter into a License Agreement for Vehicular Parking with the Connecticut Department of Transportation for property located along Monroe Street, adjacent to the New Haven Main Rail Line.

Subject Area:



LICENSE AGREEMENT VEHICULAR PARKING

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the State of Connecticut, acting herein by its Commissioner of the Department of Transportation (“Licensor” or “CTDOT”), with an address of 2800 Berlin Turnpike, Newington, Connecticut 06111, and The City of Norwalk (“Licensee”), a Connecticut Municipality, with an address of 125 East Avenue, Norwalk, Connecticut 06856. Licensor and Licensee may each be referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, Licensor owns certain property located along Monroe Street in South Norwalk and sits adjacent to the rail line commonly known as the New Haven Main Line;

WHEREAS, Licensee wishes to access and use a portion of Licensor’s property for parking Norwalk Department of Police Services (“NDPS”) vehicles and Licensor is amenable to providing Licensee a license for such use and access on such terms and conditions specified herein; and

WHEREAS, Licensor is authorized to enter into this Agreement pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised; and

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties hereto agree as follows:

Article 1. Definitions. The following definitions apply to this Agreement.

1.1 “Claims” means all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.2 “Effective Date” is defined in Section 10.1.

1.3 “Cure Period” is defined in Section 8.2.

1.4 “Event of Default” is defined in Section 8.1.

1.5 “Extension Term” is defined in Section 4.2.

1.6 “Indemnified Parties” means Licensor, the Railroad, and their officers, agents, and employees.

1.7 “Initial Term” is defined in Section 4.1.

1.8 “License Area” is a 2,107 sq ft +/- portion of Licensor’s property abutting Monroe Street in South Norwalk, as more particularly described, and depicted in Exhibit A attached to this Agreement.

1.9 Intentionally Omitted.

1.10 “Licensee Parties” means Licensee’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Licensee is in privity of oral or written contract and Licensee intends for such other person or entity to perform under the Agreement in any capacity.

1.11 “Official Notice” is defined in Article 9.

1.12 “Railroad” means the railroad responsible pursuant to its contract with Licensor for passenger operations and maintenance of way over the New Haven rail line, and who as of the Effective Date, is identified as any current or future permitted rail operators on the New Haven Main Line including, but not limited to, Providence & Worcester Railroad Company, National Railroad Passenger Corporation (Amtrak), CSX Transportation, Inc., and Housatonic Railroad Company, Inc.

1.13 “Records” means all working papers and such other information and materials as may have been accumulated by Licensee in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda, and correspondence, kept or stored in any form.

1.14 “State” means the State of Connecticut, including Licensor and any office, department, board, council, commission, institution or other agency or entity of the State.

1.15 “Term” means collectively the Initial Term and, as applicable, the Extension Term(s).

1.16 “Termination Date” is defined in Section 4.4.

1.17 “Termination Notice” is defined in Section 4.4.

Article 2. License.

2.1 Licensor hereby grants to Licensee, subject to all the stipulations, restrictions, specifications, and covenants herein contained, a license to use on a non-exclusive basis, the License Area, for the sole purposes stated in Section 5.1.

2.2 Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind whatsoever in the License Area.

Article 3. Consideration.

3.1 As consideration for the License, Licensee shall pay Licensor the sum of Zero and 00/100 Dollars (\$0.00) with the complete understanding that the State has full access to the License Area as needed for rail projects that arise in the area.

3.2 Licensee shall pay Licensor the sum of Seven Hundred Fifty and 00/100 Dollars (\$750.00) as a one-time payment for the cost and expense of Licensor's engineering review and document preparation, and processing of license application which shall be due on the Effective Date.

Article 4. Term & Termination.

4.1 The term of this Agreement shall begin on the Effective Date and continue for five (5) years ("Initial Term").

4.2 The Parties may mutually agree to extend the Initial Term for up to two (2) successive five (5) year periods (an "Extension Term") upon the exchange of mutual written consent(s) signed by the authorized representative of each Party no later than thirty (30) days prior to the expiration of the Initial Term or then-current Extension Term. Such mutual written consent shall include as deemed applicable by Licensor (i) all updated State contracting laws, regulations, Executive Orders, and other requirements; and (ii) all updated State insurance coverage(s) and coverage amounts, which shall become the operative requirements upon the commencement of the respective Extension Term.

4.3 Licensor may terminate this Agreement at any time upon Licensor providing at least ninety (90) days written notice to Licensee (in accordance with Section 4.4). Licensor may also terminate this Agreement following the occurrence of an Event of Default that remains uncured by Licensee in accordance with Section 8.2.

4.4 In the event Licensor decides to terminate the Agreement, Licensor shall send the notice of termination to Licensee ("Termination Notice") by Official Notice at least ninety (90) days prior to the effective date of termination as stated in the Termination Notice ("Termination Date"). The Termination Notice shall specify the extent to which Licensee must complete any performance pursuant to this Agreement prior to the Termination Date. On the Termination Date, Licensee shall cease use of the License Area as directed by Licensor in the Termination Notice, reimburse Licensor for any losses or damages to the License Area, and take all actions that are necessary or appropriate, or that Licensor may reasonably direct, for the protection and preservation of the License Area and any other property located in the License Area.

4.5 In the event of termination, Licensee hereby agrees that no relocation benefits of any kind will be paid to Licensee by Licensor.

Article 5. Use & Maintenance

5.1 Licensee's use of the License Area is limited to vehicular access and parking by NDPS vehicles and access by Licensee's employees, vendors, and invitees to maintain the License Area.

5.2 Licensee shall comply with all applicable Federal, State, and local, laws, rules, regulations, and ordinances, now or hereafter made with respect to the License Area, and Licensee shall indemnify, defend, and hold Licensor harmless from any fines, penalties, or costs for violation of or noncompliance with the same.

5.3 No dangerous explosives or hazardous materials shall be permitted to be brought onto, stored, or used in, on or around the License Area, except with the prior consent of Licensor and in compliance with all Federal and State environmental laws.

5.4 Licensee agrees that its use of the License Area shall be subject and subordinate to any rules or regulations promulgated by Licensor from time to time concerning the License Area whether or not said rules or regulations are attached to or included in this Agreement.

5.5 Licensee acknowledges that it has inspected the License Area and its condition, and takes the License Area "as-is" as of the Effective Date without any obligation on the part of Licensor to make any alterations, repairs, or additions to the License Area.

5.6 Licensee shall be responsible for the costs of all repairs, replacements, deterioration, or damages to the License Area occasioned by acts or omissions of Licensee, the Licensee Parties, or their invitees, with such replacements or repairs of a quality or class equal to or better than the original condition, as determined by Licensor in its sole discretion. If Licensee fails to repair, replace, or address damages to the License Area, Licensee shall pay any and all costs incurred by Licensor for making such repairs, replacements, or upkeep within ten (10) days of Licensor's written demand. The obligations of this provision shall survive the expiration or early termination of this Agreement.

5.7 Licensee shall maintain the License Area in good, safe condition including, but not limited to, keeping the fencing, retaining wall, paved surface, line striping, and curbs in good, safe condition as determined by Licensor in its sole discretion. Licensee shall be responsible for cleaning and sweeping the License Area to keep it clear from any and all debris, including but not limited to, vegetation maintenance in or around the License Area, and the upkeep of all shrubberies in or around the License Area. The Licensee shall maintain any lighting in the License Area, as well as perform snow and ice removal applying proper snow and ice treatments such as sanding and salting. Licensee shall not install any equipment or fixtures or make any alterations to the License Area without the prior written consent of Licensor and subject to requirements of Licensor and the Railroad, as applicable.

5.8 Upon expiration of the Term or earlier termination of this Agreement for any reason, Licensee shall vacate the License Area, remove all personal property from the License

Area at its own expense, leaving the License Area in as good or better condition as when it took occupancy, reasonable use excepted.

Article 6. Insurance.

6.1 Licensee shall secure and maintain during the Term, and shall require its contractor(s) performing in connection with this Agreement to secure and maintain the following minimum insurance coverages, at no cost to Licensor:

- (a) COMMERCIAL GENERAL LIABILITY INSURANCE including contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property damage coverages with a total limit of liability of not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any property in any one accident or occurrence.
- (b) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If Licensee does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
- (c) RAILROAD PROTECTIVE LIABILITY with respect to any construction or demolition work within fifty (50) feet of the railroad right-of-way or Licensor-owned rail property performed (with Licensor's prior written approval) by Licensee and/or its contractor(s), Licensee shall carry, or requires it contractor(s) to carry, Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) Licensor, and (v) any other party with an insurable interest. If such insurance is required, Licensee shall obtain and submit the minimum coverage indicated above to Licensor prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by Licensor.

- (d) **WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE** and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers all of Licensee's employees at or working from the License Area, which coverage shall include Employer's Liability Insurance with minimum limits of:
- (i) \$1,000,000 Each Accident (bodily injury by accident);
 - (ii) \$1,000,000 Disease – Policy limit (bodily injury by disease); and
 - (iii) \$1,000,000 Disease – Each Employee (bodily injury by disease).
- (e) **PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS)** in the event Licensee and/or any of its contractors provide any architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement and/or at or with regard to the License Area, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims-made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.

6.2 All products and completed operations coverage required to be maintained by Licensee and its contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

6.3 Except as otherwise provided to the contrary in this Article 6, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Licensee shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the Licensor that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded to Licensor, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the License Area and/or the work, if any, to be performed by Licensee or its contractors.

6.4 The Indemnified Parties shall be named as additional insureds under any and all coverages maintained pursuant to subsections (a) and (b) of Section 6.1 as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

6.5 Upon Licensee's execution of this Agreement and on or before the tenth (10th) business day preceding every subsequent anniversary date of the Effective Date, Licensee agrees to submit to Licensor one (1) or more certificates of insurance evidencing that Licensee and its contractors have obtained the insurance required by this article. Each certificate of insurance shall be in such form as is supplied or approved by Licensor, fully executed by an insurance company or companies satisfactory to Licensor, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the State in writing.

6.6 Licensee shall produce, and shall require its contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by Licensor. In providing said policies, Licensee and/or its contractors, as appropriate, may redact provisions of any policy that are clearly proprietary. If, at any time during the Term, including any extension, of this Agreement, Licensee or its contractors shall fail to provide any such insurance documentation within five (5) business days period, or duly maintain (or ensure that its contractors maintain) all required insurance coverage in full force and effect, then Licensor, in addition to any other remedies it may have, all of which are reserved for Licensor, may either immediately terminate this Agreement or procure or provide alternate insurance coverage and charge Licensee the cost thereof, which amounts shall then be promptly paid by Licensee to Licensor. Copies of all required insurance policies shall be retained by Licensee until three (3) years after the expiration of the Term (including any extension) of this Agreement.

6.7 Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to Licensor, in the manner set forth in Article 9 of this Agreement for providing Official Notice, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to Licensor hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.

6.8 All of Licensee's and its contractors' insurers shall be licensed to do business in the State of Connecticut and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.

6.9 Licensee and its contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of Licensee's or its contractors' insurers shall have any right of subrogation or recovery against Licensor or any of the other Indemnified Parties, all of which rights are hereby waived by Licensee. All insurance maintained by Licensee and its contractors shall be primary and noncontributory and shall not be in excess of any other insurance.

6.10 Nothing herein shall preclude any party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, provided, however, that all liability insurance maintained by Licensee or its

contractors which covers the License Area and/or any work to be performed under this Agreement shall name each of the Indemnified Parties as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by Licensee and/or its contractors and shall not contribute with it.

6.11 Licensee shall neither do nor allow its contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this Section 6 shall or may be invalidated in whole or in part. In the event that any of the contractors so acts (or fails to act), then Licensee shall promptly use commercially reasonable efforts to eliminate that condition.

6.12 Licensor reserves the right to update the required insurance coverage(s) and minimum coverage amounts set forth in Section 6.1 on each five (5) year anniversary of the Effective Date throughout the Term, by sending the updated requirements by Official Notice in accordance with Article 9 no later than thirty (30) days prior to the applicable five (5) year anniversary date. In such event, Licensee shall submit an updated certificate of insurance to Licensor no later than five (5) business days prior to such anniversary date, and failure to do so will be deemed an Event of Default. At any time, as applicable, if Licensee requests permission to conduct additional activities in the License Area in connection with its maintenance responsibilities (which request may be approved or denied by Licensor at its sole option, and which request may require an amendment to this Agreement), Licensor shall have the right to review and revise the insurance requirements applicable to Licensee and, as applicable, its contractors, as determined in its sole discretion, and to make adjustments to the types and amounts of, and terms pertaining to, insurance coverages required under this Article during the applicable periods of work, which Licensor will set forth in a writing approving the Licensee's request sent by Official Notice. Licensee shall secure and maintain any updated insurance coverages, as required by Licensor, and in accordance with any and all applicable sections of this Article 6.

6.13 Unless requested otherwise by Licensor, Licensee, its contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any Indemnified Parties, unless, and then only if and when, approved in writing by Licensor, which approval may be withheld in its sole and absolute discretion. Licensee shall assume and pay all costs and billings for premiums, charges earned and payable under the required insurance.

6.14 The failure of Licensor, at any time or from time to time, to enforce the provisions of this Section 6 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of Licensee to indemnify, defend and hold and save harmless Licensor and the Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by Licensee or its contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Agreement or other contracts.

6.15 Licensee shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.

6.16 The provisions of this Article 6, shall be incorporated and made a part of each contract or other agreement which Licensee enters into under or in connection with this Agreement or the License Area with any third party (which shall include a contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the License Area) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any contractor does not maintain and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this Article 6, Licensee may request the State to approve different levels and/or types of coverage for such contractor. The State may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.

6.17 The provisions of this Article 6 shall survive the expiration or earlier termination of this Agreement.

Article 7. No Assignment or Sublicensing.

7.1 Licensee shall not assign this Agreement in whole or in part.

7.2 Licensee shall not sublicense any portion of the License Area or allow access and use of the License area by anyone other than NDPS and Licensee's employees, vendors, and invitees as may be permitted pursuant to Section 5.1.

Article 8. Default.

8.1 For purposes of this Agreement, a failure to perform any covenant or condition of this Agreement on the part of Licensee to be performed or a breach of a representation or warranty by Licensee hereunder shall be deemed an "Event of Default".

8.2 Upon the occurrence of any Event of Default, Licensor shall give notice to Licensee specifying such default. Following its receipt of such notice, Licensee shall have thirty (30) days to cure the default specified in the notice ("Cure Period"); provided, however, that if such default is reasonably susceptible of cure but not within such thirty (30) day period and Licensee shall commence such performance within such thirty (30) day period and shall thereafter diligently pursue such performance, then Licensor may extend the Cure Period for a reasonable period of time to allow Licensee to complete such performance, but such Cure Period shall not exceed sixty (60) days after receipt of such notice. If Licensee fails to cure the Event of Default within the Cure Period, this Agreement shall terminate effective immediately upon expiration of the Cure Period or later date as may be stated by Licensor in a Termination Notice.

8.3 Following the occurrence of an Event of Default, then, in addition to other rights provided herein, Licensor shall have all rights and remedies available at law or in equity.

Article 9. Official Notice.

9.1 Any Official Notice from one such Party to the other such Party, in order for such notice to be binding thereon, shall:

- (a) be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

- (i) when Licensor is to receive Official Notice:

Bureau of Public Transportation
Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
Attn: Bureau Chief

AND

Rail Administrator
Connecticut Department of Transportation
Office of Rail
4 Brewery Street, 4th Floor
New Haven, Connecticut 06511

- (ii) when Licensee is to receive Official Notice-

Office of the Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

AND

Jim Travers
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

- (b) be delivered to the address recited herein in person, by email with acknowledgement of receipt, by the U.S. Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the mailing standards of the U.S. Postal Service, as may be revised from time to time, or by recognized overnight courier (that provides confirmation of delivery); and
 - (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

9.2 The term “Official Notice” as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this “Official Notice” specification is contained.

9.3 Nothing contained in this Article shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

Article 10. Approvals & Compliance with Applicable Law.

10.1 This Agreement shall become effective upon execution by both Parties and approval by the Secretary of the Office of Policy and Management and the Attorney General of the State of Connecticut (“Effective Date”).

10.2 Licensee shall comply with:

- (a) State, federal, and local law, regulations, and ordinances applicable with respect to its access and use of the License Area;
- (b) State of Connecticut Required Provisions attached as Exhibit B to this Agreement;
- (c) Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR § 50.3), and the Title VI Contractor Assurances attached as Exhibit C to this Agreement; and
- (d) the Americans Disabilities Act of 1990 (“Act”), Public Law 101-336. Licensee represents that it is familiar with the terms of this Act. Failure of Licensee to satisfy this standard as the same applies to its use of the License Area during the term of the Agreement, will render the Agreement voidable at the option of Licensor upon Official Notice to Licensee. Licensee warrants that it will hold Licensor harmless and indemnify and defend Licensor from any liability which may be imposed upon Licensor as a result of any failure of Licensee to be in compliance with this Act, as the same applies to performance under this Agreement.

10.3 The failure of Licensor to require compliance with any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement,

shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

10.4 If any term or provision of this Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by applicable law.

Article 11. Electronic Signatures, Counterparts & Electronic Transmission.

11.1 This Agreement may be executed by electronic signatures and such electronic signatures shall be deemed to be the original signatures of the Parties.

11.2 This Agreement may be signed in counterpart copies, all of which taken together shall constitute but one and the same document and single binding agreement. The Parties agree that executed counterparts may be transmitted by electronic means and that such counterparts shall be treated as originally executed instruments.

[Signature page immediately follows.]

The Parties hereto have executed this Agreement by their duly authorized representatives on the date set forth below.

LICENSOR:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Garrett Eucalitto, Commissioner

Name: _____
Benjamin T. Limmer
Bureau Chief

Date: _____

LICENSEE:

CITY OF NORWALK

Name: _____
Harry Rilling
Mayor

Date: _____

Approved:
OFFICE OF POLICY AND MANAGEMENT:

By: _____
Paul Hinsch
Policy Director

Date signed: _____

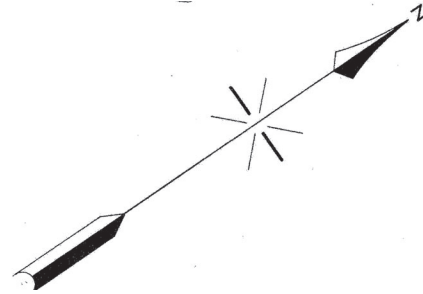
Approved:
WILLIAM TONG, ATTORNEY GENERAL

Jeffrey Zeman
Assistant Attorney General

EXHIBIT A

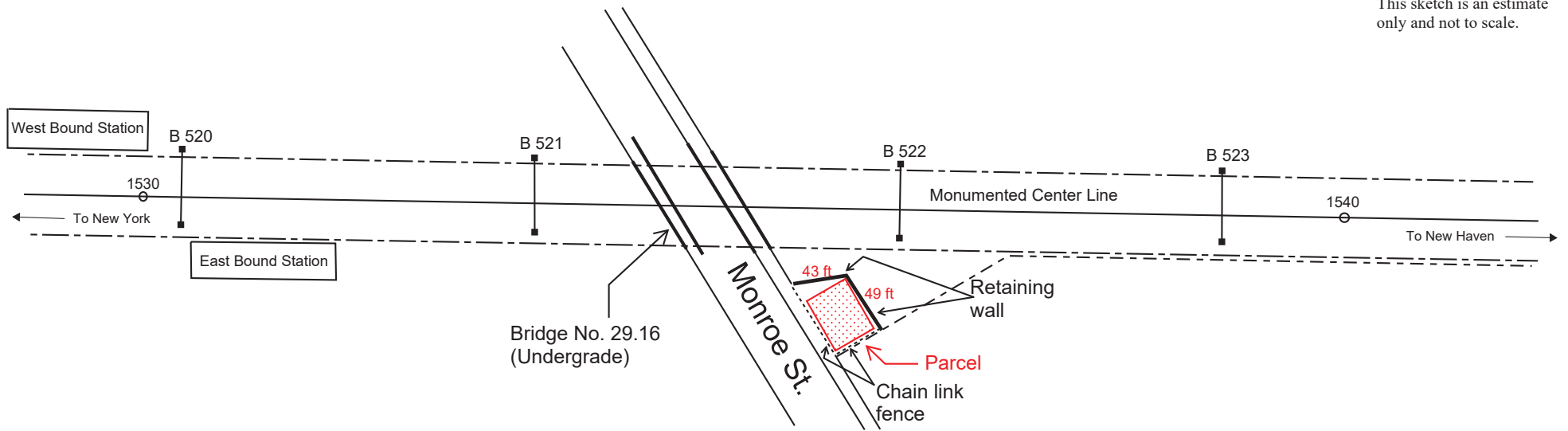
License Area
(See attached)

EXHIBIT A



This sketch is compiled from other maps, deeds, and/or other sources of information; it is not to be construed as having been prepared from an accurate survey and is subject to changes that an accurate survey may disclose.

This sketch is an estimate only and not to scale.



R.R Property Line: - - - - -

License Area: 

Drawn by: Corey Palmer Date: 06/24/2024
 Checked by: Kevin Waugh Date: 09/18/2024

TOWN NO. (102)
 PROJECT NO. 7001
 SERIAL NO. MISC-1667
 SHEET NO. 1 OF 1

City of South Norwalk
 Sketch Showing Land Licensed To
 City of Norwalk
 By
The State of Connecticut
 Valuation Map 53.61-30

Scale 1"=100

June 2024

Bureau of Public Transportation - Office of Rail Operations

EXHIBIT B

State of Connecticut Required Provisions

For the purposes of this document, references to “contract” or “Contract” mean this Agreement, references to “contractor” or “Contractor” mean Licensee, and references to “Contractor Parties” mean Licensee Parties.

1. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2. Access to Contract and State Data. (Not Applicable to Municipalities) The Contractor shall provide to CTDOT access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and CTDOT that are in the possession or control of the Contractor upon demand and shall provide the data to CTDOT in a format prescribed by CTDOT and the State Auditors of Public Accounts at no additional cost.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use

counsel reasonably acceptable to CTDOT in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the Indemnified Parties harmless from any liability arising due to the negligence of the Indemnified Parties or any third party acting under the direct control or supervision of the Indemnified Parties.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the Indemnified Parties caused by the Acts of the Contractor or any Contractor Parties. CTDOT shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where one or more of the Indemnified Parties is/are alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the Indemnified Parties as additional insureds on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to CTDOT. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

6. Audit and Inspection of Plants, Places of Business and Records. (Not Applicable to Municipalities)

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

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

7. Campaign Contribution Restriction. (Not Applicable to Municipalities) For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

8. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and

services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9. Nondiscrimination. (Not Applicable to Municipalities)

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

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

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

government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract; or (3) initialing this nondiscrimination affirmation. _____

10. Iran Investment Energy Certification. (Not Applicable to Municipalities)

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in

the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

11. Large State Contract Representation for Contractor. (Not Applicable to Municipalities)

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

12. Large State Contract Representation for Official or Employee of State Agency. (Not Applicable to Municipalities)

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

13. Compliance with Consumer Data Privacy and Online Monitoring.

Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

EXHIBIT C

Title VI Contractor Assurances

For the purposes of this Exhibit, “Acts” means Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252); and “Regulations” mean collectively 49 C.F.R. Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

- A. Licensee/Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (and in the case of a Lease Agreement, agrees that as a covenant running with the land):
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this License/Lease Agreement for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Licensee/Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Licensee/Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in these Title VI Contractor Assurances.
- B. With respect to the License/Lease Agreement, in the event of breach of any of the above non-discrimination covenants in section A, Licenser/Lessor/CTDOT will have the right to terminate the License/Lease Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the License/Lease Agreement had never been made or issued.



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

TO: Economic and Community Development Committee

FROM: Sabrina Godeski, Director of Business Development & Tourism

DATE: November 27, 2024

RE: Arts and Cultural District Plan Consultant Selection

Overview:

This memo is intended to provide a comprehensive update on the selection of a consultant to develop an Arts and Culture Plan for the City of Norwalk, outline the critical role this plan will play in shaping the future of Norwalk's cultural landscape, and seek authorization for the next steps in the process.

The Arts and Culture Plan will act as a strategic blueprint for enhancing the city's creative identity, supporting local artists and organizations, and fostering inclusive community engagement. It will address state requirements associated with Norwalk's designation as an arts and cultural district and position the city to secure funding opportunities, apply for grants, and maximize financial and cultural resources. The plan will also identify opportunities for new art installations, special events, and programs that reflect the unique diversity of Norwalk, helping to build a vibrant, sustainable cultural ecosystem that benefits residents, visitors, and businesses alike.

This memo seeks to highlight the critical milestones achieved thus far, emphasize the importance of collaboration with Cultural Planning Group, and outline the authorization needed to formalize the engagement with the selected consultant.

Background:

Norwalk's designation as an arts and cultural district has opened new opportunities to enhance the city's creative identity and leverage cultural assets to drive economic growth. Developing a comprehensive Arts and Culture Plan is required by the State of Connecticut as part of our arts and cultural district designation. The plan will serve as a critical tool for applying for grants, securing funding opportunities, and guiding future investments in Norwalk's arts and cultural community.

In addition to addressing funding opportunities, the plan will propose strategies for new art installations, special events, and programs that reflect the city's rich diversity and vibrant creative community. These initiatives will support local artists, organizations, and businesses while enhancing the city's appeal as a cultural destination.

Consultant Selection:

Following the issuance of a Request for Proposals (RFP), we are pleased to announce the selection of Cultural Planning Group (CPG) as the consultant for this project.

Selection Process

- The RFP attracted multiple qualified proposals, all of which were evaluated based on criteria such as experience, methodology, community engagement approach, and budget.
- A selection panel comprised of the Executive Director of the Fairfield County Cultural Alliance, members of the Norwalk Arts and Cultural Commission, and staff from the Business Development & Tourism Department reviewed the proposals.
- After a rigorous review and interview process, Cultural Planning Group emerged as the most qualified and experienced firm, with a proven track record in creating arts and culture plans for municipalities.

Next Steps:

1. Project Kickoff: Cultural Planning Group will begin their work with a kickoff meeting in early December, which will include city leadership, the Arts Commission, and other key stakeholders.
2. Community Engagement: CPG will implement a robust community engagement process, including public workshops, stakeholder interviews, and surveys to ensure the plan reflects the needs and aspirations of Norwalk's diverse population.
3. Plan Development and Timeline: The project will follow a detailed timeline, with key milestones including:
 - Data collection and asset mapping
 - Drafting actionable recommendations
 - Present the final Arts and Culture Plan
4. Ongoing Updates: Regular updates will be provided to the Economic and Community Development Committee throughout the planning process.

Conclusion:

The selection of Cultural Planning Group marks an exciting step forward in enhancing Norwalk's arts and cultural landscape. Their expertise and collaborative approach will ensure the creation of a dynamic, actionable plan that aligns with state requirements and our city's vision and priorities.

We look forward to working with the Committee and the community to bring this initiative to life.

ACTION: Authorize Mayor Harry W. Rilling to execute a contract with Cultural Planning Group in an amount not to exceed one hundred thousand dollars (\$100,000) to complete the Arts and Cultural Plan.

ACCT: 140000-5796-ACMF2

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:	4386
REQUESTING DEPARTMENT:	Business Development and Tourism
DATE OF RFP ISSUANCE:	10/3/2024
TITLE OF RFP:	Arts and Culture Plan
RFI/QUESTION DEADLINE:	2:00PM 10/18/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 10/29/2024
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 10/29/2024
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, Connecticut, is seeking proposals from qualified consultants or firms to develop a comprehensive Arts and Cultural Plan. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

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

3. ADDENDA

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

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Sharon Connors, Purchasing Agent at sconnors@norwalkct.gov. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, October 18, 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 October 29, 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. **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:

[illegible]

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

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

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

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

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

A. PROPOSED FEES

Total Lump Sum Fee	\$
Total Lump Sum Fee in Writing	

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, Connecticut, is seeking proposals from qualified consultants or firms to develop a comprehensive Arts and Cultural Plan. This plan will guide the city in enhancing its arts and cultural offerings, fostering community engagement, and promoting Norwalk as a vibrant cultural destination.

2.2 Background

Norwalk is a diverse and dynamic city with a rich cultural heritage and a thriving arts community. The City recognizes the importance of arts and culture in enhancing the quality of life for its residents, supporting economic development, and promoting social cohesion. Norwalk has a state-designated arts and cultural district that overlays its downtown areas, which will be the primary focus of this Arts and Cultural Plan.

2.3 Project Goals

The goals of the Arts and Cultural Plan include, but are not limited to:

- Assessing the current state of arts and culture in Norwalk
- Identifying opportunities for growth and development
- Engaging a wide range of stakeholders, including artists, cultural organizations, businesses, and residents
- Recommending strategies to enhance arts education, accessibility, and inclusivity
- Promoting public art and integrating arts into community planning and development
- Establishing metrics for evaluating progress and success
- Suggesting ways to raise funds for the arts and cultural district
- Prioritizing the distribution of those funds to maximize impact

2.4 Scope of Services

The selected consultant or firm will be responsible for the following tasks:

1. Community Engagement and Outreach

- Conducting interviews, focus groups, and surveys with stakeholders
- Hosting public workshops and forums to gather input and feedback

2. Assessment and Analysis

- Evaluating existing arts and cultural assets and resources
- Conducting a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats)
- Benchmarking against comparable cities

3. Plan Development

- Developing a vision, goals, and objectives for the Arts and Cultural Plan
- Identifying priority areas, strategic initiatives, and policy suggestions
- Suggesting strategies for fundraising and revenue generation
- Creating a framework for prioritizing the distribution of funds
- Creating an implementation plan with timelines, responsibilities, and resource requirements

4. Reporting and Presentation

- Preparing draft and final reports
- Presenting findings and recommendations to city officials and stakeholders

5. Deliverables

- A comprehensive Arts and Cultural Plan document
- Executive summary and presentation materials
- Engagement and outreach materials and summaries
- A final report including recommendations, implementation strategies, fundraising suggestions, and a fund distribution framework

2.5 Minimum Qualifications

Firms or consultants submitting a proposal must meet the following minimum qualifications:

- Relevant Experience
 - At least five (5) years of experience in developing arts and cultural plans for municipalities or comparable organizations.
- Demonstrated Success
 - Proven track record of successfully completing similar projects, with a focus on community engagement, public art, and cultural development.
- Team Expertise
 - A multidisciplinary team with expertise in arts administration, urban planning, community engagement, and fundraising strategies.
- Financial Management and Fundraising Expertise
 - Experience in developing strategies for raising funds for arts and cultural initiatives and advising on the allocation and prioritization of resources.
- References
 - A minimum of three (3) references from previous clients for whom similar plans have been developed.
- Familiarity with Norwalk and/or Comparable Cities
 - Knowledge of Norwalk's cultural landscape or experience working in cities with similar demographics, arts, and cultural ecosystems.

2.6 Funding Source

This project may be funded from ARPA funds. As a result of the ARPA funding source, the selected vendor will have to obtain an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.

2.7 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. Cover Letter: Introduce the consulting team and summarize the proposal.
2. Company Profile: Description of the firm, including relevant experience and qualifications.
3. Project Understanding and Approach: Outline the understanding of the project and approach to be taken.
4. Team Composition: Bios and roles of key team members.
5. Work Plan and Timeline: Detailed work plan with phases, tasks, and timelines.
6. Budget: Itemized budget including fees, expenses, and any additional costs.
7. References: Contact information for at least three (3) references from similar projects.
8. Relevant Past Projects: Examples of similar Arts and Cultural Plans completed by the firm, including project descriptions, outcomes, and client contact information.

9. Section 4-References/Statement of Qualifications: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:
 - a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
10. Section 5-Other Information: Provide any other information that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
11. Section 6-Forms: Fully Completed Section 1 – Response Forms

2.8 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	November 18-22, 2024
Common Council Committee Review	December 2024
Common Council Review	December 2024

2.9 Criteria for Evaluating Proposal Submissions

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

Criteria	Weight
Relevant Experience and Qualifications Demonstrated experience in developing arts and cultural plans for municipalities or similar entities, with proven success in creating actionable, impactful strategies.	30%
Project Understanding and Approach The quality and feasibility of the proposed approach and methodology, including how well the consultant understands Norwalk's cultural landscape and the specific needs of the designated arts and cultural district.	25%
Qualifications and Experience of the Project Team The expertise and relevant experience of key team members, particularly in arts administration, urban planning, fundraising strategies, and community engagement	15%
Work Plan and Timeline Clarity and detail in the proposed work plan, including realistic timelines for project phases, tasks, and key deliverables.	15%
Proposed Budget and Cost-Effectiveness The cost-effectiveness of the proposal, including a well-justified budget that aligns with the scope of work.	10%

Criteria	Weight
References and Past Performance Feedback from past clients regarding the quality of work, ability to meet deadlines, and overall performance in similar projects.	5%
Total Possible Points	100

2.10 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.

2.11 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.

2.12 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.

2.13 Payment & Invoices

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

2.14 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

2.15 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

2.16 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.

2.17 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.

2.18 Duration of Proposals

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

2.19 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.

2.20 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.

2.21 ARPA Rider

EXHIBIT

ARPA Rider Water/Sewer Infrastructure Contracts

The Parties acknowledge and agree that this Contract of funded, either in whole or in part, with federal funds the City of Norwalk received from the Coronavirus State and Local Fiscal Recovery Fund from the U.S. Department of Treasury pursuant Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, March 11, 2021 (the "Awarded Funds"), and as such, the City is subject to certain Laws, Regulations, Executive Orders, Rules, Guidelines, and Award Terms and Conditions in connection with the use of said Awarded Funds.

As material inducement to entering into the Contract with the [<<NAME OF COMPANY>>] (the "Contractor") for [<<NAME OF PROJECT>>], the Contractor agrees to the following additional terms and conditions:

I. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENT FOR FEDERAL AWARDS, TITLE 2 C.F.R. APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.

In accordance with the provisions of Title 2 C.F.R. § 200.327, the Contractor agrees to the following provisions to:

1.0. Administrative, Contractual, or Legal Remedies in instances where Contractor violates or Breach Contract Terms; Sanctions and Penalties. Remedies concerning breach of this Agreement as set forth elsewhere in the Agreement.

2.0. Contract Termination – For Cause; For Convenience. Contract termination rights are set forth elsewhere in this Agreement.

3.0. Equal Employment Opportunity. To the extent that this Contract meets the definition of a "*federally assisted construction contract*" pursuant to Title 41 C.F.R. § 60-1.3, the Contractor, during the performance of this Contract, agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) set forth in Title 41C.F.R. § 60-1.4(b) and the provisions of paragraphs (1) through (8) thereof in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that they will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(9) The Contractor shall include this Equal Employment Opportunity clause in each subcontract relating to the work or services to be performed under this Agreement

4.0. Davis-Bacon Act and Copeland Anti-Kickback. <<Intentionally Omitted>>. See, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule: Frequently Asked Questions, § 6.17, a copy of which may be found at the following link: https://home.treasury.gov/system/files/136/SLFRPFA_Q.pdf

6.0. Contract Work Hours and Safety Standards. To the extent that this Contract pursuant to Title 40 U.S.C § 3701(b), the Contractor, during the performance of this Contract, agrees as follows:

(1) Overtime requirements. Neither the Contractor nor any of its subcontractors contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5 the

Contractor and any of its subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and its subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5.

(3) Withholding for unpaid wages and liquidated damages. The City of Norwalk shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or its subcontractors under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or its subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of Title 29 C.F.R. § 5.5.

(4) The Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of Title 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of Title 29 C.F.R. § 5.5.

7.0. Rights to Inventions Made Under a Contract or Agreement. To the extent applicable to the Awarded Funds, the contractor shall comply with the provisions of Title 37 C.F.R. § 401 - Rights to Inventions made by Nonprofits Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

8.0. Clean Air Act; Federal Water Pollution Control Act. To the extent that aggregate contract sum for this Contract exceeds \$150,000, the Contractor, during the performance of this Contract agrees as follows:

(1) Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(2) Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

9.0. Debarment and Suspension (Executive Orders 12549 and 12689). This Contract is a covered transaction for purposes of Title 2 C.F.R. Part 180 and Title 2 C.F.R. Part 3000. As such, the Contractor is required to verify and certify, **and hereby does verify and certify by entering into this contract**, that none of the Contractor's principals (defined at Title 2 C.F.R. § 180.995) or its affiliates (defined at Title 2 C.F.R. § 180.905) are excluded (defined at Title 2 C.F.R. § 180.940) or disqualified (defined at Title 2 C.F.R. § 180.935). The Contractor must comply with Title 2 C.F.R. Part 180, subpart C and Title 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City in entering into this Contract. If it is later determined that the Contractor did not comply with Title 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

10.0. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by Title 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31,

U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

The Contractor certifies or affirms the truthfulness and accuracy of each statements of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Name:

By: _____
Name: _____
Its _____, duly authorized

Dated: _____

11.0. Procurements of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12.0. Prohibiting Contracting for Covered Telecommunication s Equipment or Services. The Contractor, during the performance of this Contract, shall comply with Title 2 C.F.R. § 200.16, and required all its lower tier subcontractor to comply with the same.

13.0. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in

the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

II. U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

AWARD TERMS AND CONDITIONS. The Contractor's performance of this Contract shall be in compliance with the provisions of the City's Coronavirus State and Local Fiscal Recovery Fund "Award Terms and Conditions," a copy of which are attached hereto as **Exhibit __-__**, which the City is subject to in connection with the use of the federal funds which fund this Contract. Without limitation the generality of the foregoing, the Contractor agrees as follows:

1.0. Use of Funds.

(1) Contractor understands and agrees that the payments made under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), U.S. Department of the Treasury's ("Treasury") regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.

(2) Contractor will determine prior to engaging in any project or activity under this Contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2.0. Reporting. The City is obligated to comply with any reporting obligations established by Treasury as they relate to the Awarded Funds, and as such, the Contractor shall cooperate with the City in connection therewith as it is pertinent to the services rendered and/or work performed by the Contractor under this Contract.

3.0. Maintenance of and Access to Records.

(1) The City is obligated to maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, and as such, the Contractor shall maintain records and financial documents pertinent to the Services rendered and/or Work performed under this Contract.

(2) The City, Treasury Office of Inspector General and the Government Accountability Office, or their

authorized representatives, shall have the right of access to records and documents (electronic and otherwise) required to be maintained herein in order to conduct audits or other investigations.

(3) Records and documents required to be maintained herein shall be maintained through December 31, 2031.

4.0. Conflicts of Interest. Contractor shall maintain a conflict of interest policy consistent with Title 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity for which payment is made to the Contractor pursuant to this Contract. The Contractor must disclose in writing to U.S. Department of the Treasury or City, as appropriate, any potential conflict of interest affecting the Awarded Funds in accordance with Title 2 C.F.R. § 200.112.

5.0 Compliance with Applicable Law and Regulations.

(1) Contractor shall comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act (and guidance issued by Treasury regarding the foregoing), and all other applicable federal statutes, regulations, and executive orders in the performance of this Contract. Contractor shall further require its subcontractors agree to comply with said laws in any agreement it enters into with a subcontractor in connection with the Contractor's performance of this Contract.

(2) Federal regulations applicable to the federal funds which fund this Contract are as follows:

(i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the federal funds which fund this Contract and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Contract;

(ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

(iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

(iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Awarded Funds is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

(v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

(vi) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

(vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;

(viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and

(ix) Generally applicable federal environmental laws and regulations.

(3) Statutes and regulations prohibiting discrimination applicable to the federal funds which fund this Contract are as follows:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6.0. Remedial Actions. In the event of the Contractor's noncompliance with Section 603 of the Act, other

applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the Treasury and the City shall have such remedies against the Contractor as the Treasury has against the City, including, but not limited to, remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, payments made to the Contractor shall be subject to recoupment as provided in Section 603(e) of the Act.

7.0. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

8.0. False Statements. Contractor understands that making false statements or claims in connection with the federal funds which fund this Contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.0. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

10.0. Debts Owed the Federal Government.

(1) Any federal funds which fund this Contract (i) in excess of the amount to which City is finally determined to be authorized to retain under the terms of the Awarded Funds; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Section 603(e) of the Act and have not been repaid by Contractor, shall constitute a debt to the federal government.

(2) Any debts determined to be owed the federal government must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in

paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

11.0. Disclaimer.

(1) The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the Services rendered and/or Work performed pursuant to the Contract, or any subcontract.

(2) This Contract does not in any way establish an agency relationship between the United States and Contractor.

12.0. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: .

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(3) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

13.0. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs

for their employees when operating company-owned, rented or personally owned vehicles.

14.0. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

III. TITLE VI ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. As a condition of receipt of the federal funds, the Contractor acknowledges, understands and agrees to the following:

(1) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

(3) Contractor agrees to consider the need for language services for LEP persons when contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department

of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: November 30, 2021.

(4) Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon contractor and contractor's successors, transferees, and assignees for the period in which such assistance is provided.

(5) Contractor acknowledges and agrees that it must require any of its subcontractors, successors, transferees, and assignees to comply with assurances (1) through (4) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the contractor's subcontractors, successors, transferees, and assignees: *The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

IV. OTHER MISCELLANEOUS FEDERALLY FUNDED CONTRACT TERMS AND CONDITIONS. During the course of performing this Contract, the Contractor agrees to the following:

1.0. SAM.gov Registration. In addition to any other requirements for payment on services rendered and/or work performed under this Contract, the Contractor shall provide the City with proof of a valid SAM.gov Registration prior to submitting a payment requisition request under this Contract.

2.0. Contracting with Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm. The Contractor and all lower tier subcontractors shall take all necessary affirmative

steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.0. Access to Records. The Contractor agrees to provide City, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the administrator for the applicable federal agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4.0. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

5.0. U.S. Department of Treasury, Compliance and Reporting Guidance. To the extent not already covered elsewhere herein and applicable to the contractor under the circumstances of this Contract, Contractor's performance of this Contract shall be in compliance with the provisions of Compliance and Reporting Guidance, February 28, 2022, Ver. 3.0 issued by the U.S. Department of the Treasury, copy of which may be found at the following link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

2.22 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 aggravement, 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

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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>

City of Norwalk, CT Proposal for Arts and Culture Planning

In response to RFP 4386

Submitted 10.29.24



TABLE OF CONTENTS

COVER LETTER	3
COMPANY PROFILE	5
PROJECT UNDERSTANDING AND APPROACH TEAM	8
COMPOSITION	13
TEAM BIOGRAPHIES	15
TIMELINE	20
BUDGET AND DETAILED WORKPLAN	21
REFERENCES	24
RELEVANT PAST PROJECTS	28
SECTION 1 – CITY RESPONSE FORMS	35

COVER LETTER

October 28, 2024

Sharon Conners
Purchasing Agent
City of Norwalk

Dear Ms. Conners:

On behalf of the Cultural Planning Group, LLC (CPG) we are pleased to submit this proposal to the City of Norwalk for consideration in response to RFP 4386 to facilitate and develop an arts and culture plan with a primary focus on the arts and culture district.

Our firm brings the requisite experience and expertise to this project. CPG has prepared more than 100 cultural plans and related projects; arts agency strategic plans; creative economy plans; public art plans; and arts studies in diverse cities and counties throughout the US. Included below are examples of plans in a range of communities.

CPG has also successfully completed cultural district projects: feasibility studies, business planning, and program design. Recently completed cultural district projects include a feasibility and business plan for a live arts district in downtown San Diego and design of a state-wide cultural districts program for the Oregon Arts Commission (similar to the CT Office of the Arts Cultural District program).

Martin Cohen, a Partner with CPG based in Philadelphia, would serve as the primary consultant for the project. David Plettner-Saunders, a CPG partner, would co-lead the project with Martin. David and Martin led the cultural districts projects for San Diego and the State of Oregon. They will be joined by Linda Flynn, Ph.D., a CPG Partner and Research Director who will lead research, data analysis, and community engagement.

On behalf of Cultural Planning Group, thank you for consideration of the following proposed approach to the scope of work and accompanying materials. Please let us know if we may provide any additional information or clarification for any element of this proposal. We look forward to the opportunity to work with you on this plan.



Martin D. Cohen Partner



The Promised Land, Lauren Clayton

COMPANY PROFILE

ABOUT CULTURAL PLANNING GROUP

We bring clarity and collaboration to the arts planning process, delivering a variety of services designed to connect communities to their unique sense of people and place.

It is more than expertise that defines the high level of success we achieve with our clients. When you choose CPG, you bring visionary values and collaboration to your planning project. We actively listen and learn with a deep commitment to uncover the vital creativity and culture of your community, culminating in a plan that is uniquely and powerfully about your place and people.

Our work is grounded in our belief that every community has the right to choose their own creative life.

Formed in 1998, CPG is an LLC with three partners and three associates. Our managing office is in San Diego, with partners and offices in Florida and Pennsylvania. Every project we undertake has the active participation of at least two partners and expert strategic alliances as required. This hands-on participation by the partners ensures effective project management and quality control resulting in successful project completion.

CPG partners have prepared more than 100 arts-related master plans for communities throughout the nation. We developed plans for diverse communities, ranging from rural towns to major metropolitan regions, and all in between: Washington DC, Houston, Boston, San Diego, Kansas City; Portland, Sacramento, Raleigh and Tempe; Laguna Beach, Healdsburg and Joshua Tree. We have developed cultural and arts district plans for Salt Lake City, Utah; San Diego, CA; the State of Oregon; and the State of California. Many of our cultural plans include recommendations for existing and new cultural districts.

Our practice is grounded in the real-world experience of deep community engagement — a hallmark of our work — and a thorough knowledge of the local arts community. Each community poses its own vision, politics, aspirations, history, and potential.

Others Plan. We Transform.

CPG enjoys a reputation built on trust, expertise, and insight.

OUR SERVICES

- CULTURAL PLANNING
- CREATIVE ECONOMY PLANNING
- PUBLIC ART MASTER PLANNING
- STRATEGIC PLANNING
- CULTURAL DISTRICT PLANNING
- CULTURAL TOURISM
- FEASIBILITY STUDIES
- CREATIVE PLACEMAKING
- SUPPORT FOR URBAN PLANNING

We are arts planners.

Our team has extensive work experience in arts and cultural planning, public art planning, civic engagement and administration, creative economy development, strategic planning, cultural tourism, urban planning, arts funding, and creative placemaking projects.

We prioritize advanced and inclusive planning.

Based on engagement and complementary research customized to each community and to each project. CPG's comprehensive planning process elicits a communitywide vision for arts planning and identifies resources, needs, opportunities and priorities.

We build relationships.

We have a track record of innovation and progressive arts planning. This means that we will develop a plan for Norwalk rooted in the context of the community. Our team has worked extensively for and with city and county government and have a record of repeat clients. We understand the realities of getting things done in the municipal context.

We love what we do.

We enjoy the process of dialogue with our clients and the community, and help create the conditions for success, creativity, and fun along the way. We continue to support the client relationship long after the plan is approved.



City of Norwalk, CT

RELEVANT EXPERIENCE

Our team has extensive successful experience in leading development of community cultural plans, arts and culture district plans, public art plans and creative economy plans in cities, counties, and regions throughout the US. Each project is based on extensive community engagement and quantitative research



City of San Diego, CA Art Initiative

All CPG Public Sector Clients 2017-2024

Arts Council of Fayetteville/Cumberland County NC
Collier County (Naples) FL
Contra Costa County (Bay Area) CA
Fulton County (Atlanta) GA
Los Angeles County (with AECOM)
Madison School District AZ
Salt Lake County UT
San Bernardino County CA
Santa Clara Valley Water District CA
St. Louis Regional Arts Commission MO
ArtsWave Cincinnati OH
California Arts Council
Centro San Antonio TX
City of Alexandria VA
City of Boston MA
City of Boulder CO
City of Cedar Rapids IA
City of Chandler AZ
City of Culver City CA (with Raimi + Assocs.)
City of East Point GA
City of Fort Lauderdale FL (with AECOM)
City of Greensboro NC
City of Healdsburg CA
City of Helena MT
City of Laguna Beach CA
City of Lauderhill FL
City of Naples FL
City of Oceanside CA
City of Petaluma CA (with Raimi + Assocs.)
City of Plano, TX
City of Raleigh NC
City of Rockville MD
City of Round Rock TX
City of Sacramento CA
City of Santa Ana CA
City of West Sacramento CA
City of San Diego CA
City of San Jose CA
City of Santa Clarita CA
City of Sunnyvale CA
City of Thousand Oaks CA (with Raimi + Assocs.)
City of Ventura CA (with Raimi + Assocs.)
Pinellas County, FL
Orange County, FL
Wake County, NC
Wichita Falls Arts Council TX
Washington State Department of Commerce
Windham Region VT

PROJECT UNDERSTANDING /APPROACH

The City of Norwalk seeks to develop an arts and culture master plan with a primary focus on development of the Arts District and to promote **Norwalk as a vibrant cultural destination**. The planning process will result in a plan that builds on research and assessment, focusing on the arts, culture and creative economy assets in Norwalk.

This plan is an opportunity for the City of Norwalk to review the current state of arts and culture – what are the existing arts and cultural assets; what are the strengths and challenges in the arts, culture and creative community – and to develop a strategic, sustainable path for the City in its support of arts and culture for the next several years.

Goals for this planning process include:

- Provide the opportunity for the public to engage in the planning process and to share their desires, concerns and vision for arts, culture and creativity.
- Articulating an overall vision that reflects the community’s goals and desires, based on stakeholder and community input.
- Identifying potential sources of revenue and funding for the arts and culture district.
- Recommendations on an approach to distribute funding efficiently and with the greatest possible and relevant impact.

The planning process will be designed to reflect the geographic and community diversity of Norwalk’s 91,000+ residents.

CPG’s mixed-method planning approach is based on the intersection of qualitative, quantitative, and supplemental research. We design the planning process to triangulate these elements to understand the community’s vision and inform plan development through the distinct nature and understanding of arts, culture and creativity in each community.

Qualitative Insight

*In-depth interviews
Discussion Groups
Community Forums, pop-ups
and community engagement*

Quantitative Insight

*Research Findings
Creative Economy profile
Community Survey
Benchmarking Study*



Supplementary Research

*Existing conditions through
review of municipal plans and
other relevant documents*

PROJECT INITIATION

Develop a Detailed Project Work Plan and Timeline: Clarify roles and responsibilities in the planning process with the Norwalk project team and consultant team, to best accomplish project tasks and additional process goals. Develop an internal team communications plan to manage the process, including establishing a schedule for standing team meetings and an overview of the full work plan. This would be a primary agenda item for the project kick-off work session.

Communications Plan. CPG will assist the project team in developing a communications plan focused on the process, community and stakeholder engagement. We recommend establishing a webpage or website that outlines the process and provides public access to engagement and the planning process. Current or recent examples include: [Creative City](#) (San Diego) and [Current: The Arts Coast](#) (Pinellas County, FL). A recent example of a municipal plan with a similar population to that of Norwalk, completed in 2023, is [Round Rock Creates](#) (the City of Round Rock, TX).

Community Steering Committee: Based on the RFP and subsequent addendum, it is our understanding that a community steering committee will be recruited to advise and oversee the planning process. Our consulting team would suggest consideration of a representative Steering Committee that includes a range of constituencies and communities within Norwalk. The Steering Committee is an opportunity to build a working coalition among arts, professional and civic leadership. With the focus on the arts and culture district, it is also an opportunity to include expertise in economic development, urban planning, small business development and related fields. In many instances we have seen planning steering committees continue their work, in some cases transitioning to an implementation committee. We recommend including trusted community leaders, philanthropic leadership, civic and community leadership that will assure a range of diverse voices are included in the planning process. CPG can assist in recruitment through developing materials required for the recruitment and onboarding. The kick-off meeting during the first site visit will serve as an orientation and introduction to the planning process, a review of any learnings to date, and a first discussion of community priorities and issues.

Tour of Norwalk: As part of the first site visit, we suggest a ‘familiarization’ tour of the city to understand and provide context on the geography, and arts, culture and creative assets, particularly of the Norwalk Arts District.

RESEARCH

Background Documents Review: We will work with the project team to identify relevant studies, reports, plans and program information to generate a context for planning and provide an existing condition report for context and reference. Additionally, CPG will review national research from the Americans for the Arts (Arts and Economic Prosperity study), data from the SMU Arts Vitality Index and access to the IRS Master Business Files on arts and culture nonprofits.

Creative Economy Data/Profile: CPG utilizes the Creative Vitality Suite (<https://cvsuite.org>) as a tool in understanding the creative economy in a designated city or region. CV Suite is a

technology platform that can be used to define and measure a range of creative economy activity on a geographic level (by zips, counties, MSAs, and State); measure jobs and industry sales and earnings using creative SOC and NAICS codes that you can select or deselect; and compare wages in peer regions (are your wages more or less attractive?). Use of CVI data would be driven by the questions framed early in the process by the project team and/or the Steering Committee and decisions made on a definition of creative economy for Norwalk. Additionally, CV Suite includes the capacity for ethnicity and race demographics to provide context on the ethnic make-up of the region and compare it to that of the creative sector.

For Norwalk, it may be useful to compare Norwalk zip codes with the data for Fairfield County. A preliminary pull of 'snapshot' data for both Fairfield County data and isolating Norwalk zip codes (06850 thru 06857) suggests that Norwalk represents nearly 25% of cultural nonprofit revenues in Fairfield County and has nearly 4,800 jobs in the creative sector of the 35,000 or so in the county. CPG would include a work session with the project team to create a definition of creative economy – what jobs and industries are included in the definition – and prepare a creative economy report to inform the planning process.

SUPPLEMENTAL RESEARCH

Benchmarking: Through consultation with the project team, we will define relevant communities and/or agencies for profiling best and proven practices and/or comparisons as well as relevant plans to review for comparison. We recommend that benchmarking is most useful after significant progress in both qualitative and quantitative research has been completed as themes begin to emerge and benchmarking criteria can be focused and more useful. In the detailed workflow, benchmarking is included following the first site visit so that criteria may be developed that is informed by initial research and stakeholder input.

City of Raleigh Book Club Discussion Group



STAKEHOLDER ENGAGEMENT

Develop an Engagement Strategy: We will prepare an engagement strategy for city-wide engagement that establishes objectives and identifies the full array of stakeholders. This strategy will assess needs for specialized inclusive engagement to address language, cultural, age, geographic, disability and other conditions specific to Norwalk. Building on the objectives and analysis, the strategy will identify specific activities for outreach and engagement that are integrated with the plan development, including a process and timeline chart.

Build on Engagement Principles: The community participation process for the plan should include a variety of opportunities for people to participate in the planning process. We consider the following key components for effective, equitable, and inclusive civic engagement.

Understand how residents currently participate: We will review the range of methodologies for civic engagement that are common in Norwalk helping us understand and define who is currently participating in public processes and how they are participating in planning. This allows us to know who is underrepresented and what engagement strategies will work.

Go to the community: To reach community members less likely to participate in public processes it is necessary to go where they are and where they feel comfortable. This may include different community activities, such as meetings and events in the neighborhood or hosted in partnership with local trusted influencers.

Key Person Interviews and Facilitated Discussion Groups. We will provide a suggested approach to identifying key persons/stakeholders for interviews and discussion groups. The initial interviews will be essential in the first site visit given the geographic range and diversity of the region. The exact number and composition will be discussed and determined as part of the kick-off work session and included in the project work plan. The interviews and discussions may include arts and cultural organization leadership and representatives, business organizations, artists and creative businesses, elected and appointed officials, county/regional leaders, potential funding partners and local philanthropic leadership, civic and neighborhood associations, and others. For key person interviews, CPG assures interviewees that the interviews are considered confidential, and all key points are aggregated without attribution. Assuring confidentiality supports gathering honest feedback.

Community Survey: As part of the mixed method research design, CPG has included in the budget an open-source community survey of the county. The CPG team will work with the project team on content, distribution languages, appropriate qualifiers, and sampling methods. The survey will explore arts and cultural participation in the city, barriers to participation, and aspirations for the development of arts and culture. (Currently, the budget includes a CPG-administered open-source survey, not a statistically valid survey.)

DEVELOPMENT OF THE PLAN

Summary of Findings and Draft Framework: Our first step in developing a plan framework – including initial approaches to goals and strategies - and recommendations will be to draft a summary of community and stakeholder engagement, integrating all research to date, and highlight key, or top-line, themes and findings. After significant analysis of all the quantitative and qualitative research including the community engagement findings, the research findings will be shared with project leadership and the Steering Committee in a workshop format. The questions typically asked as part of this process are:

Does this reflect the city's current state and desired future state?

Did we get it right? What is missing?

How do we get there?

Draft Plan and Recommendations: A full draft of the plan will be developed integrating feedback on the framework and initial goals and strategies. The full draft will articulate goals, strategies and actions responding to the opportunities for Norwalk. The plan will include context on the assessment and reflecting the range of stakeholder input.

Stakeholder Review: We will facilitate a workshop with plan leadership and/or the Steering Committee to review the final draft and provide opportunities for broader public input with online and in-person options for community review and feedback of the plan. CPG typically uses www.konveio.com as an online review option. In-person feedback may include a town hall-style workshop, or a similar community forum with stakeholders. This will be informed by community engagement process to determine what may be the most effective and efficient design for community feedback.

Follow-up Interviews and Meetings: CPG will fully vet the draft plan with key decision-makers, city leadership and elected officials and other stakeholders as appropriate.

Final Plan Presentation: Incorporate feedback from the review and finalize the plan. Prepare for final presentation. Design and present the final plan to the Steering Committee for endorsement, in a public meeting, or in one or more forums as determined useful to implementation. [Present final plan to the Norwalk Common Council for review and adoption?]

Follow-up Consultation: Following adoption of the plan, CPG will remain available for six months of follow-up consultation to assist with the transition to implementation of the plan.

TEAM COMPOSITION

CPG brings extensive national experience in leading development of cultural plans in cities, counties and regions throughout the US, including significant expertise in arts and cultural district planning.

Team Member	Role	Notes
Martin Cohen, Partner Cultural Planning Group	Martin will lead the team and planning process, participating in all elements of plan development.	Martin has led or co-led many of the firm's cultural plans with an extensive background in nonprofit arts management and philanthropy. Additionally, Martin co-led recent development of the San Diego Live Arts District.
David Plettner-Saunders, Partner & Co-founder Cultural Planning Group	David will assist with most elements of planning and plan development.	David has led or co-led most of the firm's cultural plans, including projects with complex leadership structures and extensive research. David has extensive experience in working with cultural district plans.
Linda Flynn, PhD, Partner Cultural Planning Group	Linda is CPG's lead consultant for community engagement and public art. She will assist with research, engagement design and plan development.	Linda has overseen development of CPG's research methodology and community engagement strategies. She leads our public art practice and has led or co-led many of our cultural planning projects.
Rosario Psy Cultural Planning Group	Rosario is an artist and community engagement specialist.	Rosario will assist with creative engagement design and lead bi-lingual and/or Spanish language engagement.
Lauren Davis, PhD. CPG Researcher	Lauren will support document reviews, benchmarking, and other data reports for the project.	Lauren is experienced in arts funding and non-profit research.
Laura Bessinger-Moore Cheryl Baldwin DRMTM	DRMTM will collaborate with CPG on the design for the plan.	DRMTM is a firm that works regularly with CPG. They have deep experience in graphic design, brand research, messaging and design ensuring cultural plans reflect the vision and spirit that the planning process reveals.

BENEFIT OF WORKING WITH OUR TEAM

We provide rigorous equity-driven data analytics and community input to assist public agencies in policy development, funding and investment decisions, and translate complex analyses into simple, transparent and understandable data visualizations.

CPG believes speaking from a voice of resources and assets, rather than from a voice of deficit is critical. Every community holds unique culture, strengths, and creative expression. Recognizing and amplifying these assets in the planning process will result in a richer, more purposeful plan.

Through the planning process, we intentionally work with our clients to engage all community members throughout the planning process, including those of diverse backgrounds and cultural practices and ways of knowing.

For steering committees or advisory teams, CPG recommends a thoughtful and intentional selection process. The groups must represent multiple sectors of the community, including arts, culture, creative economy, education, business, and others and must reflect the communities we are working with. And, most importantly, the community should be involved in implementation and monitoring of the outcomes of the plan.

PROJECT MANAGEMENT

CPG partners and associates share a vision of client service emphasizing mutual respect, delivery of high-quality professional services, and a commitment to successful project outcomes. While we understand there is a need to adhere to and fulfill a contract, the team goes above and beyond to exceed expectations and ensure the planning effort is time and cost efficient. Completion of deliverables and efficient project management are accomplished by:

- Establishing detailed project work plans and communications plans at the onset of the project.
- Clear expectations and effective client communications.
- Listening well and conducting thorough research. Our mix of qualitative and quantitative research and cultural planning expertise provides an evidence-based foundation for planning.
- Performing most of the work by principals in our firm and reputable and accomplished sub-contractors. If project administration is performed by an assistant to the project, we practice consistent and frequent oversight.
- Ensuring an open, transparent planning process with the client and with the community.

TEAM BIOGRAPHIES

MARTIN COHEN, PARTNER

Martin Cohen joined The Cultural Planning Group in 2010 following a 30-year career in arts administration and arts philanthropy. He has led and partnered on a variety of projects that currently include co-leading the cultural planning process for San Diego, CA and Nashville, TN and collaborating on leadership of the Washington State Creative Economy Strategic Plan with WESTAF. He recently partnered with AECOM on a cultural equity assessment for LA County Department of Arts and Culture and developing a cultural plan for Round Rock, TX. Recent projects include development of a Strategic Cultural Action Plan accompanied with a plan for the Film Office for Fulton County, GA; a study of the municipal role in supporting art and culture for the City of Rockville, MD; and cultural master plans for the City of Greensboro, NC and Flower Mound, TX. Additionally, Martin developed the Cultural Economic Development master plan for the Arts Council of Greater Lansing and has served as co-lead for the firm for Boston Creates, the cultural planning process for the City of Boston and the City of Kansas City, MO. From 2010 through 2012 he served as the project director for development of the Local Arts Index, a national project of Americans for the Arts. In his role, he coordinated the research process of 100+ participating local arts agencies and led the design for primary research in each location.

Prior to joining as a Partner with CPG, Martin served as director of the Philadelphia Cultural Management Initiative (PCMI), a program of the Pew Center for Arts & Heritage. In his role with PCMI, Martin conceived and implemented a comprehensive capacity building program focused on facilitating organizational change and implementing best practices throughout the arts, culture and heritage sector of the five-county Philadelphia region. During his tenure, he created and launched programs focused on organizational assessment, providing organizations with opportunities for guided reflection and planning. Prior to his position with PCMI, he served as executive director of Dance/USA (the national service organization for dance), the Kansas City Ballet, the Washington Ballet, and the AMAN Folk Ensemble of Los Angeles.



EXPERIENCE

35-Plus Years in arts
leadership

EDUCATION

BGS - Arts Administration
Ohio University

Certificate in Mediation
CDR Associates
Boulder, CO

Wharton School of Executive
Education
Executive Coaching Program
Certificate

DAVID PLETTNER-SAUNDERS

PARTNER

David Plettner-Saunders is Co-Founder of Cultural Planning Group. A consultant for 30 years, David has prepared arts and cultural plans for more than 40 communities. His arts and cultural planning work reflects many of the pressing and complex issues facing communities, such as advancing equity, affordable spaces, and creative placemaking. In addition, his plans often address arts funding, creating public/private partnerships, and identifying appropriate roles for local government.

David has led development of cultural plans for communities large and small, rural and urban, such as Sacramento, Salt Lake, Raleigh, Tempe, Laguna Beach, Oceanside and Joshua Tree. These plans included elements for arts education, cultural facilities, and public art. He has also led development of the arts elements of general plans, developed plans for public art, and arts in parks.

David has also developed national and regional studies on individual artists as well as plans focusing on arts education. He has prepared assessments and strategic plans for arts and cultural organizations of virtually all disciplines and sizes, and in a great variety of communities.

A retired modern dancer, he is co-founder with his wife, Victoria Plettner-Saunders, of the former San Diego Alliance for Arts Education, responsible for successfully preserving and advancing arts education in the San Diego Unified School District, one of the nation's largest school districts, during the Recession. He is a board member of Side Street Projects, an entirely mobile, off-the-grid, artist-led organization in Pasadena, CA. He is the past Chair of the Southern California Dance Futures Fund and the Dance Resource Center of Greater Los Angeles.



EXPERIENCE
30 years

EDUCATION
J.D., University of North Carolina
School of Law, Chapel Hill

B.A., Wesleyan University,
Middletown, Connecticut

Special Student in Dance,
University of North Carolina
School of the Arts, Winston-Salem

MEMBERSHIPS
American for the Arts
Arts Action Fund, Americans for
the Arts
American Planning Association
Californians for the Arts
San Diego Regional Arts &
Culture Coalition

HIGHLIGHTED CLIENT LIST

LOCAL ARTS AGENCIES

City of Boston
City of Laguna Beach
City of Raleigh
City of Sacramento
City of San Antonio
City of San Diego
City of San Jose
Collier County (Naples)
Marin County
San Bernardino County
Sonoma County
Kansas City
Salt Lake City & County
Washington DC

ARTS FUNDERS & ORGANIZATIONS

California Arts Council
California Community Foundation
Center Dance Associates,
Music Center of Los Angeles County
Ennis House Foundation
(Frank Lloyd Wright), Los Angeles
Hawai'i Community Foundation
Inland Empire Community Foundation
James Irvine Foundation
Madison Center for the Arts/School District
National Endowment for the Arts
Philadelphia Music Alliance for Youth
San Diego Unified School District
Side Street Projects

Linda T. Flynn, Ph.D., Partner

Linda is a partner with Cultural Planning Group, joining the group in 2014. She is a planner who contributes nationally to best practices in planning, research, civic learning, and engagement for the creative sector. Linda has developed innovative cultural plans, and public art master plans, cultural tourism plans for diverse cities and counties across the country.

Cultural planning and public art planning are powerful tools to assist communities to achieve civic goals for identity, economic development, equity, revitalization, public/private partnerships, and placemaking. Linda designs innovative, customized methodologies to create a true, data driven profile of a community. Her process for community- based planning is based on a foundation of equitable civic engagement, quantitative data, community public and private partnerships, inclusivity, and collaboration. Linda works with creative workers and artists to infuse the process with creativity and user experience insights.

Recent cultural plans include Greensboro NC; Collier County FL; Portland, OR; and Fulton County, GA; Sacramento, CA and a Statewide Creative Economy Plan for Washington. These plans focus on innovative and forward thinking strategies for the arts with a lens to equity in all areas of funding of programming, funding, individual artist support, creative sector planning, and more.

Prior to her work with CPG, Linda's experience and relationships cross many industries and sectors, working with all levels in organizations planning with transportation firms, urban planners, government agencies, nonprofit organizations, and private sector corporations. Linda holds a doctorate in organizational management with a concentration in conflict management, and various certificates in qualitative and quantitative research. She is a published author of her research with organizations and volunteers her time at several local nonprofit organizations focused on the improvement of youth educational experience.



EXPERIENCE

20 years

EDUCATION

PhD., Social Sciences/
Conflict Resolution
Nova Southeastern University

Bachelor of Science,
Psychology
Florida Atlantic University

MEMBERSHIPS

Leadership Broward, Member,
and previous Board
Member

Americans for the Arts,
Member

American Planning
Association, Member

Public Art
Committee
Member, Broward
County FL

Florida Association of Public
Art Professionals, Member

ROSARIO TAPIA FRIAS

Rosario, known as Rosario Psy, originally from La Paz Bolivia, is an accomplished visual artist, therapist and accountant. Growing up in Bolivia, a country filled with traditions, rituals, and art in all its forms helped her open her mind and perspective on how the arts contribute to community.



Rosario graduated from the school “San Ignacio de Loyola” La Paz - Bolivia and decided to pursue her higher education in arts. She attended “Universidad Catolica Boliviana” and then moved to the United States where she received a degree from the Art Institute of Fort Lauderdale. She is also a public artist and has completed mosaic and mural projects for municipalities in South Florida.

Rosario works with CPG to design and implement creative community engagement for planning projects. She has worked with the CPG team on various public art plans bringing a much needed artist perspective to the planning process. Rosario is fluent in Spanish and English languages.

When Rosario is not working, she spends her time painting for weekly art shows, and performing live art at local events.

Education

San Ignacio de Loyola (Jesuit School) La Paz, Bolivia
The Habana Cuba University, La Paz, Bolivia
International Course of Broadcasting & Visual effects
The Art Institute of Fort Lauderdale, FL.
Graphic Design

Languages

English - Fluent
Spanish - Expert

Public Art Project Management

Pembroke Pines Public Art Master Plan
City of Lauderhill Public Art Program
City of Dania Beach Public Art Program



arts + culture brands **reimagined.**

DRMTM is a boutique collective that builds bold brands exclusively for the arts and culture sector. Our three experts with deep experience in brand research, messaging and design ensure cultural plans reflect the vision and spirit that the planning process reveals. In addition to creating brands and providing brand education through workshops nation-wide, DRMTM has worked on cultural and public art plan branding in West Palm Beach, Florida, Goshen, Wyoming, and with CPG on plans for Healdsburg and San Diego, California, and Cedar Rapids, Iowa.



PROFOUND INSIGHT

Surale Phillips, head of brand research, has been an affiliate cultural planning consultant with CPG for more than a decade and is familiar with all aspects of cultural planning. In her role with DRMTM her expertise creates a bridge between data and brand messaging and design.



TRANSFORMATIVE WORDS

Laura Bessinger-Morse, head of brand messaging, has deep roots in the arts from decades of study and work as an historian, museum director and nonprofit leader. Laura's magic is in the written elements of the plan and supporting communications that capture compelling cultural information, themes, insights, histories and narratives that make each plan an authentic reflection of the community.



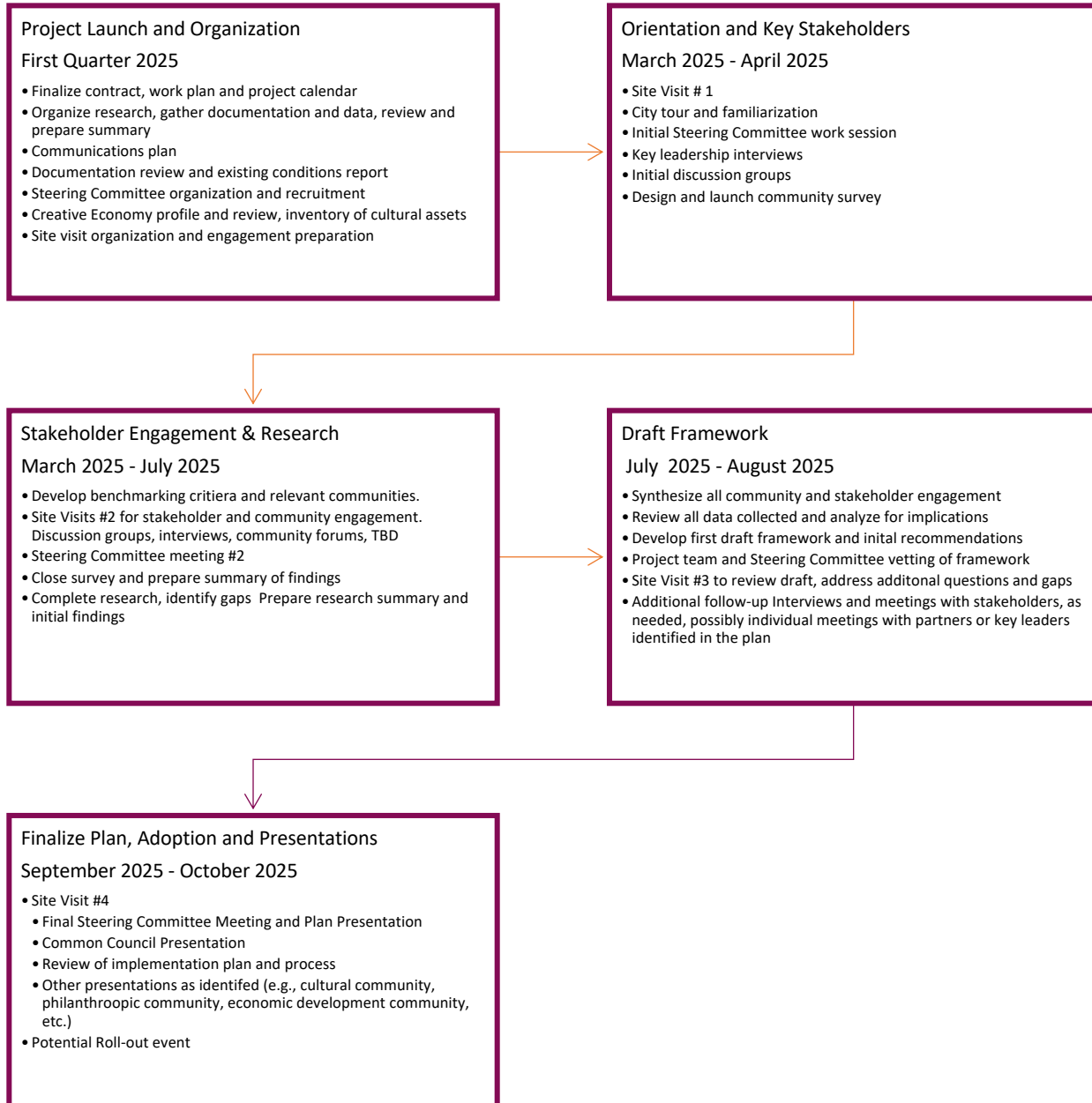
CAPTIVATING, MEANINGFUL DESIGN

Cheryl Baldwin, head of brand design, has been elevating the visual communication of arts, culture and nonprofit organizations for over 30 years. With a creative mind for mission-driven design and inspiring brand experience, Cheryl's work has motivated communities to be bold, captivating and human in all visual elements, from logos and collateral to infographics and cultural plans.

Together with the planning team, DRMTM will develop brand identity, design details, and messaging for the planning process. Once finalized, the brand will carry through to all public facing materials and online tools, as well as to the final plan document.

TIMELINE

The following timeline is based on an estimated project launch on or around January 1, 2025. It is estimated that the planning process will require between 10 and 12 months for completion. Please note detailed workflow outlined in the budget section below.



BUDGET AND DETAILED WORKPLAN

The following grid is provided a detailed work plan and an itemized cost projection. CPG fees are indicated for each member of the team. An allocation is included in the budget summary for report and presentation graphic design services provided by DRMTM. Fees are not charged for travel days.

Travel and related expenses estimates are based on a prevailing per mile rates per the IRS. Air and hotel rates are estimated at the time of preparing this estimate.

Project Element/Task	Cohen	Plettner-Saunders	Flynn	Psy	Davis
Project Launch/Orientation					
Project Initiation and Existing Conditions	21	10	10	4	20
Project organization/finalize contract and administrative logistics. Develop full work plan	2				
Team work session to organize and prepare kick-off meeting and project launch. Included preparation of agenda and materials for kick-off meeting.	2	2	2	2	
Virtual kick-off work session with Norwalk project team and consultant team to review scope, timeline, logistics, data gathering, preparation of first site visit, review of stakeholders and engagement calendar.	2	2	2	2	
Prepare/outline internal and external communications plan based on kick-off discussion.	1				
Identify, gather and analyze existing/available data, reports and background information for assessment on arts, creative economy, tourism, economic development, and related areas. Review materials related to CT Cultural Districts program and designation. Additional data collection for assessment, alignment and analysis as identified.	4	4			20
Gather inventory of arts, culture and creative economy assets. Gather and review Creative Vitality Suite data on creative economy.	4		4		
Plan/outline site visit #1 for initial leadership interviews (e.g., elected and municipal officials, other priority); arts council leadership; arts and culture stakeholders community meetings as identified in part one assessment. Identify key stakeholder/informant lists with client and determine target groups for discussion groups and other engagement. Finalize preparations for site visit.	6	2	2		
Site Visit #1/2 Consultants/3 days	24	24	24	0	0
Organizational meeting with client team and consultants to launch site visit.					
Familiarization tour of arts district and relevant arts and cultural assets in Norwalk (venues, public art, etc.)					
Individual interviews with key informants including elected and administrative leadership from the four counties as determined (e.g., economic development; planning, finance; tourism. Other examples may include Main Street/business district management). Also interviews/discussions with arts council leadership in each county.					

Steering Committee Orientation and Kick-off work session.					
Summary meeting with project management team. Review of initial themes and implications. Calendar review and preparation for next steps and second site visits					
INTERIM FOLLOW-UP	19	14	19	0	16
Follow-up on site visit with a top-line themes summary of themes and findings focused on analysis to identify: Initial impressions on strengths, opportunities, barriers and resources related to arts, culture and creative economy, with particular focus on the potential for the Cultural Arts District.	5	3	3		
Identify relevant communities for benchmarking and most useful benchmarking criteria. Conduct benchmarking research. Prepare summary presentation for project team and Steering Committee.	2	3			16
Prepare and finalize community survey.			6		
Ongoing client meetings/administrative	6	6	6		
Prepare for site visit #2 for public/stakeholder engagement. Work sessions with client to review agenda, approach and scheduling. Includes ongoing meetings on survey progress and top line findings.	6	2	4		
Site Visit #2: 3 consultants, 3 days	24	24	24	24	
Key arts, culture and artist stakeholder interviews and/or small group discussions. This may be a combination of meetings with non-profit arts leadership; for-profit creative entrepreneurs/businesses; and others identified during site visit preparations.					
Series of community and stakeholder discussion groups and interviews.					
Public engagement events - may be a combination of town-hall style meetings; pop-ups or other related events to assure geographic accessibility and include opportunities for broad community input.					
Steering Committee Work Session					
Work session with project leadership to include discussion and overview of topline themes from interviews and discussion groups.					
INTERIM/FOLLOW-UP	12	12	12		0
Follow-up on site visit and summary of next steps. Identify remaining gaps in engagement, additional virtual meetings/interview as needed.	12	12			
Close community survey. Analyze and prepare summary presentation for project team and Steering Committee			12		
DRAFT PLAN FRAMEWORK	52	40	36		
Comprehensive review of all stakeholder input, gap analysis and follow-up (virtual) to address any remaining gaps in input.					
Develop preliminary outline/framework of plan to include: vision, goals and strategies; outline of potential funding and/or revenue sources; recommendations on activation of the cultural arts district; identification of capacity needs for artists and art and culture organizations; preliminary implementation grid to include action items, priorities and cost estimates.					
Vetting of outline/preliminary strategies with leadership. Revise based on review session.					
Prepare for site visit #3 - review and testing of recommendations and plan framework.					
Site Visit #3: 2 consultants, 2 days	16	16			
Work session with project staff to review vet preliminary approaches.					

Workshop session with Steering Committee to review framework, recommendations and strategies.					
Testing' of draft with municipal leadership.					
Community Forum to review framework and draft strategies					
Project team debriefing, prep for final draft					
Review potential funding sources.					
PREPARE FINAL PLAN AND PRESENTATION	24	24	16		
Integrate public and leadership feedback. Finalize plan.					
Plan and presentation design					
Prepare communications/campaign of final plan					
Prepare final site visit					
Presentation Site Visit # 4 (2 days)	16	16			
Project team meeting					
Presentation to stakeholders and project leadership					
Other presentations as determined/desired					
Implementation workshop					
Grand total - all hours	208	180	141	28	36
Hourly Rate Per Consultant	\$ 220	\$ 220	\$ 220	\$ 175	\$ 75
Total Fees	\$45,760	\$39,600	\$31,020	\$6,300	\$2,700
Total Professional Fees	\$122,680				
Travel Allocation and contingency	\$17,590				
Graphic Design/Plans and Presentations (DRMTM)	\$8,000				
GRAND TOTAL	\$140,270				

Travel		Per (flight/mile)	
MDC (300 miles R/T + 100 local)	4 RT	400 mi @ \$.67	\$1,340
DPS (R/T SAN - NY area airports)	4 RT	\$500	\$2,000
LTF (FLL – NY area airports)	2 RT	\$450	\$900
Psy (FLL – NY area airports)	1 RT	\$450	\$450
Hotel - est. 36 room nights total @ \$250 incl rates and taxes	36	\$250	\$9,000
Per diem 24 days at \$75	36	\$75	\$2,700
Airport parking, transfers, contingency			\$1,200
Total Travel and Related Expenses and Contingency			\$17,590

REFERENCES

CITY OF SAN DIEGO, CA

Creative City Cultural Plan Arts District Plan

Client/Agency Name: City of San Diego, Department of Cultural Affairs

Contact: Jonathon Glus, Executive Director; jglus@sandiego.gov; (281) 997-5972; (619) 236-6800

Number of Projects Completed for Client/Agency: 3

Project Names: Cultural Arts Master Plan Project Descriptions: CPG has completed three relevant projects for the Department of Cultural Affairs since 2021. The first was a feasibility study for a downtown live arts district built upon four city-owned theaters that are within a four-block radius and that includes other cultural assets. Following the study, CPG was engaged to develop a business plan for the arts district, bringing together a broad range of community stakeholders, arts presenters and producers, to design an operating and financial model for the district. It is slated to be launched in early 2025. San Deigo's first master cultural plan was launched in 2022 and is in the final stage of review by City Council for implementation beginning in 2025. The plan was developed through extensive community and stakeholder engagement over several months with opportunities for the public to respond to a plan draft. [Creative City](#) is scheduled for adoption by City Council in January 2025.

Project Approach and Methodology: The cultural plan process included extensive community engagement – stakeholder interviews and discussion groups, public engagement, a community survey and a staff team. Additional research included an analysis of City-owned cultural facilities (62 were identified) best practices research and facilitation of discussions of transborder artists and the sister agency in Tijuana, Mexico.

Year of Project and Length of Project: Three projects between 2021 and December 2024.

Project Budgets and Final Invoiced Amount: Project 1: \$25,000. Project 2: \$63,000. Project 3: \$360,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Lead Consultant; Martin Cohen, Co-lead consultant

CITY OF PEARLAND, TX CULTURAL ARTS MASTER PLAN

Client/Agency Name: City of Pearland / Visit Pearland

Contact: Tracy Rohrbacher, Executive Director, Visit Pearland, trohrbacher@pearlandtx.gov, (281) 997-5972

Number of Projects Completed for Client/Agency: 1

Project Names: Cultural Arts Master Plan Project Descriptions: This plan is the City's first master plan focusing on arts and culture. Pearland is located adjacent to Houston and has been a bedroom community, although in recent years, the community has developed and diversified to become more exurban. The community is very proud of its quality of life and now seeks to elevate arts and culture as an amenity. City Council commissioned the plan to consult with the community about its vision and goals for arts and culture, and to identify priorities for City action. One objective of the master plan was to explore the possibility of a cultural district. The planning process clearly identified the historic Old Town area, and CPG made recommendations for its development. CPG has been retained to assist with implementation of the plan, including working with redevelopment consultants on first steps in district development.

Project Approach and Methodology: The master plan included extensive community engagement – stakeholder interviews and discussion groups, public engagement, a community survey (1,700 responses), a Steering Committee, and staff team. Additional research included a market demand study, cultural asset inventory, and best practices research.

Year of Project and Length of Project: 2023/24 (16 months total)

Project Budgets and Final Invoiced Amount: \$97,840

Contractor Personnel Assigned to Project and Project Role – David Plettner-Saunders, Lead Consultant, Linda Flynn, Co-lead consultant

OREGON ARTS COMMISSION CULTURAL DISTRICTS PROGRAM DESIGN

Client/Agency Name: Oregon Arts Commission

Contact Name and Title: Brian Rogers, Executive Director, Oregon Arts Commission and Oregon Cultural Trust, Brian.ROGERS@biz.oregon.gov, (971) 209-5385

Number of Projects Completed for Client/Agency: 1

Project Names: Creative and Cultural Districts Framework and Program Design

Project Descriptions: Many Oregon cities and communities have come to recognize that their cultural assets are often located near each other and constitute a natural district or offer the essential elements to develop a district. Other cities in Oregon recognize that there are opportunities to build, expand and/or strengthen their cultural assets through pursuit of an area or geography that is designated as a district. In response, the Oregon Arts Commission engaged CPG to design a framework and program design for a state-wide creative and cultural districts program.

Project Approach and Methodology: CPG worked with a staff team from OAC and a statewide steering committee representing economic development, the Oregon Cultural Trusts, historic preservation, the OR Mainstreet Program and philanthropic organizations to design the program. Research included benchmarking the 17 other state districts programs (as of the project); extensive interviews with a range of stakeholders in communities across the state; elected officials and others relevant to the program design.

Year of Project and Length of Project: 2022-23, nine months

Project Budgets and Final Invoiced Amount: \$50,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Lead Consultant; Martin Cohen, Co-lead consultant

CAC CULTURAL DISTRICTS PROGRAM EVALUATION

Client/Agency Name: California Arts Council

Contact Name: Ayanna Kiburi, Deputy Director MPH, ayanna.kiburi@cac.ca.gov, 916-322-6555

Number of Projects Completed for Client/Agency: 3 – CPG has completed three projects for the Arts Council, however, we are listing the most recent and relevant one here.

Project Names: California Cultural Districts Evaluation

Project Descriptions: In partnership with Moxie Research, CPG conducted an evaluation of the pilot California Cultural Districts program (in technical terms, a utilization-focused evaluation). In 2017, the Arts Council initiated the pilot, designating 14 cultural districts reflecting the state's geographic and demographic diversity. The evaluation included development of a logic model, a review of program processes, a gap analysis and recommendations for enhancements to the program. In essence, the evaluation largely validated the program design and recommended its expansion, with some modifications. It also made specific recommendations to improve the equity of the program. Following a delay during the pandemic, the Arts Council and legislature authorized and funded the program's expansion. The original 14 districts have formed a statewide network and conduct ongoing peer learning, sharing and advocacy.

Project Approach and Methodology: Moxie and CPG interviewed and assessed all 14 cultural districts, conducted a data analysis of the program, consulted with issue experts, and worked closely with Arts Council staff. At the conclusion of the project, we developed a standard self-assessment tool for the cultural districts and trained them through a webinar on its use.

Year of Project and Length of Project: 2018/19 (10 months)

Project Budgets and Final Invoiced Amount: \$60,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Project Co-lead, [Patti Saraniero, Lead Evaluator, Moxie Research]

RELEVANT PAST PROJECTS



Oregon Arts Commission – Oregon Creative and Cultural Districts Design Framework

The Oregon Arts Commission and its partner agencies sought to develop a new statewide creative and cultural districts program. In 2022, the Arts Commission, Business Oregon and the Oregon Cultural Trust convened a Steering Group of stakeholders that represented a range of cities, counties and agencies across the state to conduct a process leading to the preparation of a program design. Through a seven-month process of research and engagement, a framework and program design was completed in March 2023.

Many Oregon cities and communities have come to recognize that their cultural assets are often located near each other and constitute a natural district or offer the essential elements to develop a district. Other cities in Oregon recognize that there are opportunities to build, expand and/or strengthen their cultural assets through pursuit of an area or geography that is designated as a district. The framework and program design is intended to provide a broad definition of a creative and cultural district and provide support in developing, launching and operating districts across the state.

CLIENT

Oregon Arts Commission

SCOPE OF WORK

Creative and Cultural District Framework

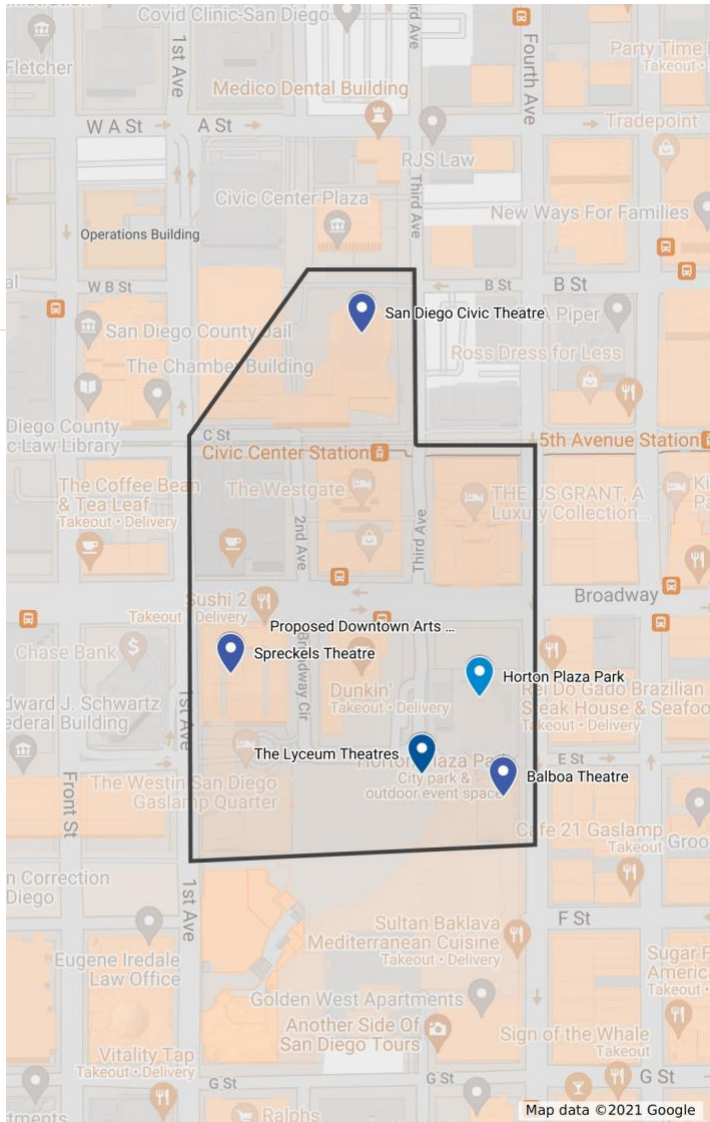
YEAR COMPLETE

2023

CPG PARTNERS

David Plettner-Saunders

Martin Cohen



The District plan provides a framework to designate a compact and walkable district embedded within City Center District and adjacent to the Gaslamp – each with distinct and complementary identities.

The Commission for Arts and Culture (now the Department of Arts and Culture) is working with an independent partner to launch and manage the new arts district. It is anticipated the District will launch in mid-2024,

CLIENT

San Diego Commission for Arts and Culture

SCOPE OF WORK

Phase 1 – Concept and Feasibility Study for a downtown arts district
Phase 2 – Arts District Business Plan

YEAR COMPLETE

2023

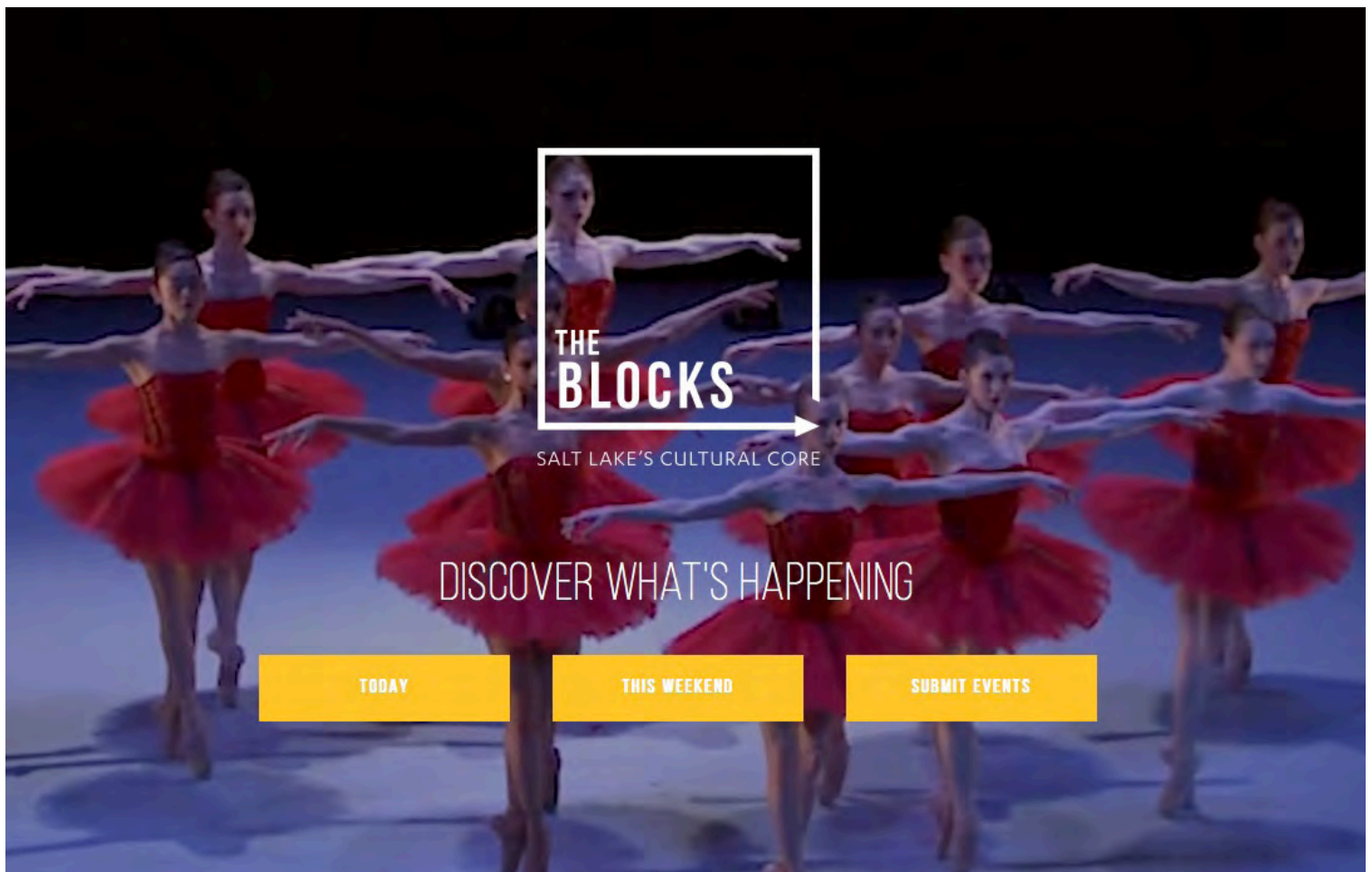
CPG PARTNERS

David Plettner-Saunders
Martin Cohen

Downtown San Diego Live Arts District

Concentrated within a small area of downtown San Diego is a remarkable cluster of four theatres – the San Diego Civic Theatre, Balboa Theatre, Lyceum Theatre and Spreckels Theatre. Each venue has a continuous, decades-long track record of public performances. This natural grouping is supplemented by the publicly accessible Horton Plaza Park and other cultural assets, public and private. This natural grouping, coupled with the fact that three of the venues are City-owned, prompted consideration of an Arts District by downtown leaders and was the impetus for the first phase concept and feasibility project. Based on the findings and recommendations of that study, the second phase Business Plan was commissioned by the City of San Diego to operationalize the proposed Arts District.

The Arts District is an idea whose time has arrived. The District offers the opportunity to leverage the legacy of the venues and cultural assets within the designated borders of the District - the richness, breadth, and variety of live arts experiences among the four theatres, and the renovations and improvements slated for completion in 2024.



CULTURAL CORE / THE BLOCKS

This is a comprehensive plan for Salt Lake City and County's joint downtown cultural district, now branded as THE BLOCKS (<https://theblocksslc.com/about/>). While Salt Lake has a strong tourism brand, it seeks now to strengthen its reputation for creative vitality among visitors and residents. Salt Lake in fact has a remarkable concentration of cultural venues and people and extraordinarily high arts participation. For example, its beautiful new Broadway venue, the Eccles Theater, has a waiting list of 9,000 for its season tickets. Major new works of permanent and temporary public art are underway. Based on market research and stakeholder engagement, the plan calls for coordinated creative placemaking, marketing and audience development, management, financing and success metrics. The Cultural Core plan is in its fifth year of successful implementation under the management of Downtown Salt Lake Presents.

CLIENT
Salt Lake City and County

SCOPE OF WORK
Master Plan for the Joint
Downtown Cultural District

YEAR COMPLETE
2016

LINK TO THE PLAN



CREATIVE LIFE: RALEIGH ARTS PLAN

The Raleigh Arts Plan lays out a bold goal: every citizen is empowered to lead the creative life they envision. This also suggests that the overarching purpose of the City of Raleigh is to help assure a fulfilled life for every citizen and calls on the City to encourage cooperation among all City departments to include arts, culture and creativity as essential strategies for assuring fulfilled lives for all. The plan for the state capital of North Carolina was developed with the direct participation of more than 4,000 citizens. Planning included a regional audience demand study and audience development strategies for a cohort of arts organizations.

CLIENT
City of Raleigh, Office of
Raleigh Arts

SCOPE OF WORK
Cultural plan

YEAR COMPLETE
2016

LINK TO THE PLAN



CREATIVE EDGE

Sacramento's Arts, Culture & Creative Economy Plan

Perhaps overshadowed by California's coastal cities, this capital city is reclaiming its story and celebrating its unique character. It is on the "creative edge" of its next iteration. This citywide plan leverages the community's creativity in multiple ways for enhanced cultural development, greater equity, economic growth, and authentic placemaking/placekeeping. One priority is arts education and the plan has already led to the formation of an ambitious countywide initiative to assure arts education for every student supported by the mayor and educational leaders. The City has taken a deep internal look and established new policies and funding programs to support racial and cultural equity. The plan made recommendations to restructure and improve governance and management of the arts in city government. Implementation has generated significant new dollars for the arts and public/private partnerships, aligned with the goals of the plan.

CLIENT

City of Sacramento, California

SCOPE OF WORK

Arts, Culture & Creative Economy Plan

YEAR COMPLETE

2018

LINK TO THE PLAN



Glendale Arts and Culture Festival

CITY OF GLENDALE ARTS AND CULTURAL PLAN

The Arts and Culture Plan is a roadmap for the City's Arts and Culture Department for advancing arts and culture for the community, with a primary focus on public art. The plan was developed with a community taskforce and included substantial bilingual stakeholder and resident engagement.

The plan addresses priorities relating to the arts, placemaking and the integration of public art into new development; public art and placemaking in parks and city-owned properties; equitable distribution and access to the arts, and updates to ordinances with goals of sustainable funding through an increase in the percent for art and addition of a private development ordinance.

The budget is \$100,000.

CLIENT

City of Glendale AZ

SCOPE OF WORK

Public Art Plan and Arts Plan

YEAR COMPLETE

2024 (final adoption in process)

SECTION 1 – CITY RESPONSE FORMS

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

The Cultural Planning Group, LLC
Proposer's Name

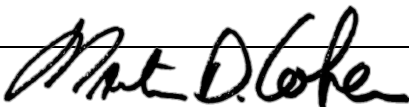
901 Melrose Avenue
Street Address

Melrose Park	PA	19027
City	State	Zip

Business Telephone:	(267) 992-3792
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Email Address:	martin@culturalplanning.com
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Martin Cohen, Partner
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.	
	October 21, 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:

None_

CITY OF NORWALK

PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - The Cultural Planning Group, LLC		
Address - 901 Melrose Avenue, Melrose Park, PA 19027		
Phone - (267) 992-3792	Fax -	Email - martin@culturalplanning.com
Manager - Martin Cohen, Partner		Fed ID# 56-2552152

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

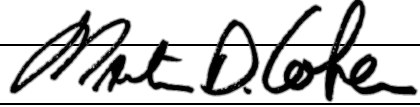
The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to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

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

A. PROPOSED FEES

Total Lump Sum Fee	\$ 140,270
Total Lump Sum Fee in Writing	One Hundred Forty Thousand, Two Hundred Seventy Dollars

B. CERTIFICATION

Submitted By: Martin Cohen	Signature: 
Authorized Agent of Company (Name & Title): Martin Cohen, Partner	
	Date: October 26, 2024

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 #	1	Dated	10/22/24	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:	26	
2.	Number of personnel employed:	Part Time	Full Time
	No employees - 3 partners		

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
San Diego Cultural Plan and cultural district plan	7/22 - Current	Jonathon Glus, E.D.	(619) 236-6800
Develop statewide cultural district program - State of OR	11/22 - 11/23	Brian Rogers, OR Art Commission	(971) 209-5385
City of Round Rock cultural plan	7/22 - 4/23	Scott Wilkinson, Director of Arts & Culture	(512) 671-2705 (x2705)
City of Pearland, TX (Visit Pearland Cultural Plan)	3/23-7/24	Tracy Rohrbacher	(281) 997-5972
City of Glendale , AZ Cultural Arts Plan	3/23 - 7/24	Jessi Pederson, Dir of Econ Dev	(602) 696-9284
City of San Jose, CA funding plan	6/23 -1/24	Kerry Adams Hapner, Director of Cultural Affairs	(408) 793-4333

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
DRMTM	West Palm Beach, FL	Cheryl Baldwin	(561) 578-7019	Graphic Design

CITY OF NORWALK

PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership		
		limited partnership		
		limited liability corporation		
	X	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
				No - in process of obtaining
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: The Hartford	Tel: (866) 467-8730
Agency Address: BUSINESS SERVICE CENTER, 3600 WISEMAN BLVD. SAN ANTONIO TX 78251	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

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 Cultural Planning Group, LLC

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

N/A

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 ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

6878 Navajo Rd, Unit 58

6 City, state, and ZIP code

San Diego, CA 92119

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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

5 6 - 2 5 5 2 1 5 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

David Plittner-Saunders

Date ►

1-3-2024

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.

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 Cultural Planning Group, 901 Melrose Avenue, Melrose Park, PA 19027
Contact: Martin Cohen, Partner
(267) 992-3792
martin@culturalplanning.com

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

Professional services - consulting for cultural arts planning

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 X ☒

We will not require any access or use of City systems. We own and manage our own system, primarily individual laptops for each consultant accessing a shared, cloud-based file system.

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 X ☒

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 ☐

N/A

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 ☐

Attached

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 ☐



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2024

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

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

PRODUCER VANTREO INSURANCE BROKERAGE 57110588 1950 W CORPORATE WAY 1 ANAHEIM CA 92801	CONTACT NAME:	
	PHONE (866) 851-5039 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	
INSURED THE CULTURAL PLANNING GROUP LLC 6878 NAVAJO RD UNIT 58 SAN DIEGO CA 92119	NAIC# 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			57 SBA BO8052	11/17/2023	11/17/2024	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			57 SBA BO8052	11/17/2023	11/17/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	☒	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	☒ AUTOS							
A	UMBRELLA LIAB EXCESS LIAB	☒	OCCUR CLAIMS-MADE	57 SBA BO8052	11/17/2023	11/17/2024	EACH OCCURRENCE	\$1,000,000
	DED ☒	RETENTION \$ 10,000					AGGREGATE	\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	Y/N				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/ A				E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
6878 NAVAJO RD UNIT 58
SAN DIEGO CA 92119

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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THANK YOU!





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

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER

RE : NORWALK COMMUNITY RECREATION CENTER

DATE: NOVEMBER 25, 2024

As you know, the City has been expediting the design and development of the old South Norwalk Community Center into a new Norwalk Community Recreation Center. This project consists of the complete renovation of the existing structure and the construction of a new gymnasium extension in the rear of the building. The existing building is approximately 22,000 square feet and the gym extension is approximately 10,000 square feet. The current project budget, including soft and hard costs, is \$13,274,000 and the source of funding is as follows:

• State DECD	-	\$ 1,200,000
• City GGP funds	-	\$ 1,200,000+
• ARPA funds	-	\$ 6,374,000
• HUD funds	-	\$ 2,000,000
• 2024-25 Capital Budget	-	\$ 2,500,000

Total Available	-	\$13,274,000

As part of the ARPA funding, there is a requirement that the ARPA funds MUST be committed before December 31, 2024, which is the primary factor that has been driving the project schedule for the past year. Silver Petrucelli & Associates (the Architect) completed the bid documents in September. Newfield Construction (the Construction Manager - CM), in collaboration with City Purchasing Department, issued the project for bids with a bid opening in October. Unfortunately, the bid amounts for a number of trade bid packages came in substantially higher than estimated values. This issue is contributed mostly to current construction market associated with municipal/institutional building construction as well as lack of sufficient time to fully value engineer the project prior to bidding. The total trade bid is approximately

\$3,000,000 above the Construction Manager's 90% document cost estimates. With the ARPA funding commitment deadline, the project team has been working to find additional value engineering saving items for deletion. The goal is to reduce as much of the overage as possible and to accept some of the trades packages in order to develop an approvable early Guaranteed Maximum Price (GMP) in meeting the ARPA funding requirements. Currently, we identified approximately \$1,000,000 in cost saving changes. Concurrently, Newfield Construction and Silver Petrucelli will modify the bid documents and issue the remaining trade packages for rebid. It is anticipated that the project will have a budget shortfall of approximately \$2,500,000. I am in communication with the administration and our Finance Director to consider financial options including Special Capital Appropriation or additional capital budget allocation in Recreation and Parks FY 2025-2026 capital budget request.

In order to comply with ARPA funding schedule, we are recommending City approval of an Early Guaranteed Maximum Price (Early GMP) Amendment to Newfield Construction's contract in the amount of \$9,268,033.00. This cost includes, but is not limited to, the early and critical trades packages which include site work, steel, electrical, demolition and general trade. Our plan is to execute the Early GMP amendment before the end of December by using the ARPA funds and City funds. Concurrently, Newfield Construction will work with the design team to modify the remaining trade packages and engage with City's Purchasing Department to rebid. We are anticipating bid opening in early January so that we can finalize the total project costs and determine the project's overall funding shortfall. Thereafter, we will proceed with the Special Appropriation Process for additional funds and approval of the final GMP in February. It is important to note that this Early GMP only includes the trade costs. The required CM soft costs (ie. General Conditions, CM Fees and CM Contingencies) are to be submitted and approved as part of the Final GMP. At such time, we will also capture all Value Engineering savings and assign the balance of the funding (State DECD and HUD) to fully fund this project.

ACTION REQUESTED:

Authorize the Mayor, Harry W. Rilling, to execute an Early Guaranteed Maximum Price (Early GMP) Amendment to the Newfield Construction Group, LLC's contract for the new Norwalk Community Recreation Center at 98 South Main Street for a total not to exceed \$9,268,033.00. Funds are available from accounts:

134030 5796 ABL01 – ARPA funds -for Community Rec Center
140000 5796 ACMF3 – ARPA funds for 98 South Main St./Comm. Rec Center
510000 5796 GGP02 – GGP funds for Comm. Rec. Center
09191340 5796 C0634 – GGP funds for Comm. Rec. Center
09256030 5777 C0719 – Capital Budget funds for 98 S. Main/Comm. Rec Center

Note: Balance of the trade packages are scheduled for rebid. Thereafter, a Final GMP will be submitted to the Council for approval subject to the availability of additional funds.



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

GMP Amendment - Partial

November 26, 2024

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

RE: Norwalk Community Recreation Center Addition and Renovation Project
City of Norwalk Project #4401
Trade Contract Awards, Guaranteed Maximum Price (GMP) - Partial

Dear Alan,

Newfield Construction, Inc. ("CMR") hereby submits to the City of Norwalk, Connecticut ("Owner") this document regarding Partial Contract Amendment Guaranteed Maximum Price (GMP) for trade bid packages 02 Hazmat & Demolition, 03 Concrete, 04 Masonry, 05 Metals, Structural Detailing, 06 General Trades, 07 Roofing, 09 Drywall & Framing, 09.1 Acoustical Ceilings, 26 Electrical, Communications & Fire Alarm, 31 Site Construction for the construction of Norwalk Community Recreation Center Addition and Renovation Project, in accordance with the CMR Agreement dated May 14, 2024, ("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
 - iii. CMR - Value Engineering Log
- b. List of Drawings
- c. List of Specifications
- d. Clarifications and Assumptions
- e. Allowances
- f. Unit prices
- g. Alternates
- h. Project Schedule
- i. Formal Recommendation for Approval of Listed Trade Contractors
- j. Trade Rejection Letters for Non-compliance

a. GMP Amendment Amount – See attached breakdown

The Partial GMP Amendment amount is, **Nine Million Two Hundred Sixty-Eight Thousand Thirty-Three Dollars, \$9,268,033.00.**

Included for reference is the CMR Value Engineering Log. The value engineering costs will be reflected on the Full GMP at a later date.

- b. List of Drawings - See attached**
- c. List of Specifications - See attached**
- d. Clarifications and Assumptions - See attached**
- e. Allowances - See attached (allowances are included in GMP)**

- f. **Unit Prices - See attached**
- g. **Alternates - See attached (alternates are not included in GMP)**
- h. **Project Schedule - See attached**
- i. **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 & Demo	American Environmental, Inc.
Bid Package 03	Concrete	Capasso Enterprises, Inc.
Bid Package 04	Masonry	Connecticut Mason Contractors, Inc.
Bid Package 05	Metals	XTX Associates LLC
Bid Package 06	General Trades	Conn Acoustics, Inc.
Bid Package 07	Roofing	Premier Building Associates LLC
Bid Package 09	Drywall & Framing	Conn Acoustics, Inc.
Bid Package 09.1	Acoustical Ceilings	Conn Acoustics, Inc.
Bid Package 26	Electrical	Ferguson Electric Company Inc.
Bid Package 31	Site Construction	H. I. Stone & Son, Inc.

- j. **Trade Rejection Letters for Non-Compliance – See attached.**

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



Norwalk Community Recreation Center Addition and Renovation
GMP Amendment One

EXHIBIT – Part A
GMP Amount

**Norwalk Community Recreation Center Addition and Renovation Project
GMP Recapitulation**

Bid Package	Trade	Projected Trade Contractor	Bid Amount w/Accepted Alternates	Scope Review Completed	Notes
1	Final Cleaning	TBD			To be included as part of full GMP
2	Hazmat & Demolition	American Environmental, Inc.	337,169.00	Yes	
3	Concrete	Capasso Enterprises, Inc	523,500.00	Yes	
4	Masonry	Connecticut Mason Contractors, Inc	993,700.00	Yes	
5	Metals	XTX Associates LLC	347,000.00	Yes	
6	General Trades	Conn Acoustics, Inc	1,526,743.00	Yes	
7	Roofing	Premier Building Associates LLC	532,000.00	Yes	
7.1	Firestopping	TBD			To be included as part of full GMP
8	Aluminum Openings	TBD			To be included as part of full GMP
9	Drywall & Framing	Conn Acoustics, Inc	657,785.00	Yes	
9.1	Acoustical Ceilings & Systems	Conn Acoustics, Inc	136,136.00	Yes	
9.2	Tiling & Wood Flooring	TBD			To be included as part of full GMP
9.3	Carpet, Resilient and Wood Flooring	TBD			To be included as part of full GMP
9.4	Painting	TBD			To be included as part of full GMP
11	Food Service Equipment	TBD			To be included as part of full GMP
14	Elevators	TBD			To be included as part of full GMP
21	Fire Protection	TBD			To be included as part of full GMP
22	Plumbing	TBD			To be included as part of full GMP
23	Mechanical	TBD			To be included as part of full GMP
26	Electrical, Communications, Fire Alarm	Ferguson Electric Company	2,474,000.00	Yes	
31	Site Construction	H. I. Stone & Sons	1,740,000.00	Yes	
Estimated Trade Costs		Total Trade Bids	9,268,033.00		
ESTIMATE CONTINGENCY 1.5%			in trades		
ESCALATION 6.0%			in trades		
CM CONTINGENCY 1.5%			Full GMP		CM Contingency excluded from Partial GMP. To be included as part of Full GMP.
GL INSURANCE 0.75%			Full GMP		GL Insurance excluded from Partial GMP. To be included as part of Full GMP.
PERMIT FEE 1.5%			waived		
CM GENERAL CONDITIONS (see attached breakdown)			Full GMP		General Conditions and Reimbursables excluded from Partial GMP. To be included in Full GMP.
PRECON FEE			in soft costs		
CM BOND 0.67%			Full GMP		CM Bond excluded from Partial GMP. To be included in Full GMP.
CM FEE 1.95%			Full GMP		CM Fee excluded from Partial GMP. To be included in Full GMP.
		Projected GMP	9,268,033.00		

Norwalk, CT Name: Norwalk Community Recreation Center Construction Management Services - CM at Risk												Staffing Matrix																										
Staffing Bar Chart	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26		Total hours	Hourly Rate	Total									
	1	2	3	4	5	6	7	8	9	10	11	12																										
Pre-Construction Staff																																						
Total Preconstruction Phase Staff Costs																																						
													1	2	3	4	5	6	7	8	9	10	11	12	13													
Construction Phase Staff																																						
Project Manager (full-time)													80	40	40	40	40	40	40	40	40	40	40				480	\$ 128.00	\$ 61,440.00									
Project Superintendent (full-time)													173	173	173	173	173	173	173	173	173	173	173	86			1989	\$ 110.00	\$ 218,790.00									
Project Engineer													173	40	8	8	8	8	8	8	8	8	173	86			536	\$ 60.00	\$ 32,160.00									
Optional Staff:																																						
General Superintendent													8	8	16	16	16	16	16	16	16	16	16	16			176	\$ 140.00	\$ 24,640.00									
Other:																											0	\$ -	\$ -									
Total Construction Phase Staff Costs																												3181		\$ 337,030.00								

Norwalk Community Recreation Center Addition and Renovation Project
Construction Management Services - CM at Risk

General Conditions and Reimbursables

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25				Total
	1	2	3	4	5	6	7	8	9	10	11	12	13				
Project Staff Support																	
Field Office-CM	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	0	0	0				\$11,000
Field Office-Cleaning	100	100	100	100	100	100	100	100	100	100	0	0	0				\$1,000
Field Office- Utilities (By Owner)	0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Telephones-CM (Including Cell Phones)	75	75	75	75	75	75	75	75	75	75	75	75	0				\$900
Procore	15,000	0	0	0	0	0	0	0	0	0	0	0	0				\$15,000
Computer Equipment/IT - Field	1,500	0	0	0	0	0	0	0	0	0	0	0	0				\$1,500
Computer Support	150	150	150	150	150	150	150	150	150	150	150	150	0				\$1,800
Internet	400	400	400	400	400	400	400	400	400	400	400	400	0				\$4,800
Office Supplies	250	100	100	100	100	100	100	100	100	100	100	200	0				\$1,450
Copy Machine	350	350	350	350	350	350	350	350	350	350	350	350	0				\$4,200
Furniture	2,000	0	0	0	0	0	0	0	0	0	0	0	0				\$2,000
Water & Coffee	125	125	125	125	125	125	125	125	125	125	125	125	0				\$1,500
First Aid Supplies	125	125	125	125	125	125	125	125	125	125	125	125	0				\$1,500
Vehicle	375	375	375	375	375	375	375	375	375	375	375	375	0				\$4,500
Field Office Security	0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Photos	\$0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Reproductions	1,500	0	0	0	0	0	0	0	0	0	0	0	0				\$1,500
Safety	2,625	0	0	0	0	0	0	0	0	0	0	0	0				\$2,625
BIM Coordinator	0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Temporary Toilets - Trailer	0	0	0	0	0	0	0	0	0	0	0	0	0				\$0
Certified Payroll Processor	950	950	950	950	950	950	950	950	950	950	950	950	950				\$12,350
Steel Detailing	10,000	10,000	5,000	0	0	0	0	0	0	0	0	0	0				See GMP
General & Pro Liability Insurance; total cost of work	70,553	0	0	0	0	0	0	0	0	0	0	0	0				See GMP
Payment & Performance Bonds; total cost of work	73,307	0	0	0	0	0	0	0	0	0	0	0	0				See GMP
SUB-TOTAL																	\$67,625
TOTAL																	\$67,625.00

Norwalk Community Recreation Center
VALUE ENGINEERING LOG

TOTAL CONSTRUCTION BUDGET: \$10,660,444	
	DELTA FROM BUDGET
TOTAL CONSTRUCTION COST (INITIAL BIDS): \$13,957,654	(\$3,297,210)
VALUE ENGINEERING ELIMINATED COSTS: (\$1,282,674)	
TOTAL CONSTRUCTION COST W/VALUE ENGINEERING ELIMINATED COSTS: \$12,674,980	(\$2,014,536)

NO.	DESCRIPTION	BP#	CONTRACTOR	INCLUDED IN PARTIAL GMP (Yes or No)	ALT/VM AMOUNT	STATUS	DEFERRED AMOUNT	ELIMINATED AMOUNT
1	Remove Bleachers from Scope of Work <i>Fixed Audience Seating</i>	6	6	Yes	\$24,000	NOT ACCEPTED		
2	Remove Gym Divider Curtain from Scope of Work <i>Gym Divider Curtain</i>	6	6	Yes	\$20,000	NOT ACCEPTED		
3	Remove Signage Scope of Work <i>Remove Signage Scope of Work</i>	6	6	Yes	\$24,000	NOT ACCEPTED		
	Remove Storage Rack Scope <i>Remove Storage Racks Scope of Work</i>	6	6	Yes	\$12,000	ELIMINATED		\$12,000
	Remove Window Shade Scope of Work <i>Remove Window Shade Scope of Work</i>	6	6	Yes	\$17,000	NOT ACCEPTED		
	Remove Visual Display Surfaces <i>Eliminate Spec Section 10 11 00 Visual Display Units & 10 11 46 Visual Display Fabric</i>	6	6	6	\$30,750	ELIMINATED		\$30,750
	<i>Eliminate (50%) the mirrors in Community Meeting #A112 & Fitness Center #A114</i>	6	6	6	\$8,500	ELIMINATED		\$8,500
	Revise Wood Flooring to an Panelized Wood Flooring System <i>Revise Wood Flooring to an Panelized Wood Flooring System (estimate)</i>	9.3	TBD	No	\$35,000	ELIMINATED		\$35,000

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NO.	DESCRIPTION	BP#	CONTRACTOR	INCLUDED IN PARTIAL GMP (Yes or No)	ALT/VM AMOUNT	STATUS	DEFERRED AMOUNT	ELIMINATED AMOUNT
	Revise Teaching Kitchen To Standard Room							
	Remove Food Service Equipment	11	TBD	No	\$68,533	NOT ACCEPTED		
	Reduce MEP Requirements (estimated cost)	MEPs	MEPs	No	\$25,000	NOT ACCEPTED		
	Reduce AV Scope of Work							
	Deferred AV Equipment	26	Ferguson Electric	Yes	\$150,000	NOT ACCEPTED		
	Eliminate AV Equipment	26	Ferguson Electric	Yes	\$383,000	ELIMINATED		\$383,000
	Deferred WAPs Equipment	26	Ferguson Electric	Yes	\$18,000	NOT ACCEPTED		
	AV Equipment Rough-in Reduction(50%) (estimated cost)	26	Ferguson Electric	Yes	\$20,000	ELIMINATED		\$20,000
	Reduce Security Scope of Work							
	Defer Security Camera Equipment	26	Ferguson Electric	Yes	\$58,000	NOT ACCEPTED		
	Eliminate Security Camera Equipment	26	Ferguson Electric	Yes	\$100,000	ELIMINATED		\$100,000
	Security Camera Count Reduction (75%) (estimated cost)	26	Ferguson Electric	Yes	\$20,000	ELIMINATED		\$20,000
	Aluminum Openings, Glass and Glazing VM							
	Remove Ballistic Glazing At Entry & Transaction Window - Replace with 1" Thermal	8	TBD	No	\$17,000	NOT ACCEPTED		
	Aluminum Storefront Hardware (estimate)	8	TBD	No	\$25,000	ELIMINATED		\$25,000
	Remove Reglazing Skylight	8	TBD	No	\$15,000	ELIMINATED		\$15,000
	Reduce Scope of Window, Including the Gymnasium (estimate)	8	TBD	No	\$25,000	ELIMINATED		\$25,000
	Revise Gymnasium Masonry Wall System							
	Revise Gymnasium Exterior Wall System to be 12" insulated block vs block and brick	4	CT Masons	Yes	\$150,000	NOT ACCEPTED		

Norwalk Community Recreation Center

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NO.	DESCRIPTION	BP#	CONTRACTOR	INCLUDED IN PARTIAL GMP (Yes or No)	ALT/VM AMOUNT	STATUS	DEFERRED AMOUNT	ELIMINATED AMOUNT
	Revise Scope of Wall Coverings							
	Eliminate (75%) Spec Section 09 72 00 Wall Coverings.	9&9.1	Conn Acoustics	Yes	\$64,328	ELIMINATED		\$64,328
	Eliminate (75%) Spec Section 10 26 00 Wall & Door Protection	9&9.1	Conn Acoustics	Yes	\$13,050	ELIMINATED		\$13,050
	Revise Tile Scope of Work							
	Remove Tile from Restrooms - Gym (estimated)	9.2	TBD	Yes	\$5,000	ELIMINATED		\$5,000
	Add Epoxy Paint to Cover Tile Locations - Gym (estimated)	9.4	TBD	Yes	(\$1,000)	ELIMINATED		(\$1,000)
	Remove Tile from Restrooms - Existing (estimated)	9.2	TBD	Yes	\$20,000	ELIMINATED		\$20,000
	Add Epoxy Paint to Cover Tile Locations - Existing (estimated)	9.4	TBD	Yes	(\$3,000)	ELIMINATED		(\$3,000)
	Revise Millwork Scope							
	Standard laminate ILO fingerprint resistant laminate	6	Conn Acoustics	Yes	\$0			
	White melamine interior ILO laminate interior	6	Conn Acoustics	Yes	\$0			
	Solid surface countertops ILO quartz	6	Conn Acoustics	Yes	\$0			
	Eliminate 2nd floor gym window sills	6	Conn Acoustics	Yes	\$0			
	Reduce scope of millwork, i.e. rooms	6	Conn Acoustics	Yes	\$0			
		ESTIMATE	ESTIMATE	ESTIMATE	\$50,000	ELIMINATED		\$50,000
	Revise Metal Composite Wall Panels							
	Provide standard color in lieu of custom color	6	Conn Acoustics	Yes	\$0			
		ESTIMATE	ESTIMATE	ESTIMATE	\$5,000	ELIMINATED		\$5,000
	Revise Metal Plate Panels							
	Provide (1) standard color in lieu of (6) custom colors	6	Conn Acoustics	Yes	\$0			
	Alternate Product - Guage Steel Panel in lieu of .125 aluminum Plate	6	Conn Acoustics	Yes	\$0			
		ESTIMATE	ESTIMATE	ESTIMATE	\$8,000	ELIMINATED		\$8,000

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NO.	DESCRIPTION	BP#	CONTRACTOR	INCLUDED IN PARTIAL GMP (Yes or No)	ALT/VM AMOUNT	STATUS	DEFERRED AMOUNT	ELIMINATED AMOUNT
	Revise Doors Frames and Hardware							
	Standard HMF and standard STC 37/39 Wood door ILO Spec 083473.16 Wood Sound Control Door	6	Conn Acoustics	Yes	\$0			
	A Grade ILO AA Grade wood doors	6	Conn Acoustics	Yes	\$0			
	Standard HMF and HMD ILO Spec 081743 FRP Flush Doors and Frames (delete this spec)	6	Conn Acoustics	Yes	\$0			
		ESTIMATE	ESTIMATE	ESTIMATE	\$30,000	ELIMINATED		\$30,000
	Revise Drywall and Insulation Scope							
	Replace sprayed cellulosic insulation at exterior wall (per note #89 on A101) with standard batt insulation (full height) & drywall to 6" above ceiling	9	Conn Acoustics	Yes	\$40,750	ELIMINATED		\$40,750
	Top of Wall Firestopping/Smoke Sealing Removal							
	Top of Wall Firestopping Removal	7.1	TBD	No	\$15,000	ELIMINATED		\$15,000
	MEP Cost Reductions							
	Fixture Types Cost Reduction (estimate)	22	TBD	No	\$10,000	ELIMINATED		\$10,000
	Mechanical Equipment Open Spec (estimate)	23	TBD	No	\$20,000	ELIMINATED		\$20,000
	Copper Feeders to Aluminum	26	Ferguson Electric	Yes	\$13,000	ELIMINATED		\$13,000
	Site Work Reductions							
	Eliminate (2) trees and surrounds on Front Sidewalk	31	HI Stone	Yes	\$5,000	NOT ACCEPTED		
	Retention System Product Efficiency	31	HI Stone	Yes	\$15,000	ELIMINATED		\$15,000
	Gymnasium Ceiling Decking and Painting							
	Eliminate Gymnasium Ceiling Paint (estimated)	9.4	TBD	No	\$5,000	NOT ACCEPTED		
	Revised Decking Type from galvanize to painted	5	XTX	Yes	\$10,000	ELIMINATED		\$10,000
	Roofing Material Efficiency (20 Warranty)							
	Switch from current Elevate .080 fleeceback TPO to an Elevate .060 TPO membrane	7	Premier	Yes	\$12,000	ELIMINATED		\$12,000
	Switch from .063 coping metal .040 metal	7	Premier	Yes	\$3,000	ELIMINATED		\$3,000
	Remove Coverboard from Roofing System	7	Premier	Yes	\$12,000	ELIMINATED		\$12,000

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NO.	DESCRIPTION	BP#	CONTRACTOR	INCLUDED IN PARTIAL GMP (Yes or No)	ALT/VM AMOUNT	STATUS	DEFERRED AMOUNT	ELIMINATED AMOUNT
	Bond Waiver							
	BP#01				\$ 445.80	NOT ACCEPTED		
	BP#02				\$ 2,023.01	NOT ACCEPTED		
	BP#03				\$ 3,141.00	NOT ACCEPTED		
	BP#04				\$ 5,962.20	NOT ACCEPTED		
	BP#05				\$ 2,082.00	NOT ACCEPTED		
	BP#06				\$ 9,160.46	NOT ACCEPTED		
	BP#07				\$ 3,192.00	NOT ACCEPTED		
	BP#07.1				\$ 514.66	NOT ACCEPTED		
	BP#08				\$ 3,994.50	NOT ACCEPTED		
	BP#09				\$ 3,946.71	NOT ACCEPTED		
	BP#09.1				\$ 816.82	NOT ACCEPTED		
	BP#09.2				\$ 2,257.98	NOT ACCEPTED		
	BP#09.3				\$ 1,980.00	NOT ACCEPTED		
	BP#09.4				\$ 804.00	NOT ACCEPTED		
	BP#11				\$ 1,601.78	NOT ACCEPTED		
	BP#21				\$ 1,354.20	NOT ACCEPTED		
	BP#22				\$ 5,193.60	NOT ACCEPTED		
	BP#23				\$ 9,271.20	NOT ACCEPTED		
	BP#26				\$ 14,844.00	NOT ACCEPTED		
	BP#31				\$ 10,440.00	NOT ACCEPTED		
	General Requirements Reduction							
	Reduce Temporary Protection Requirements	6	Conn Acoustics	Yes	\$15,000	ELIMINATED		\$15,000

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NO.	DESCRIPTION	BP#	CONTRACTOR	INCLUDED IN PARTIAL GMP (Yes or No)	ALT/VM AMOUNT	STATUS	DEFERRED AMOUNT	ELIMINATED AMOUNT
Allowance Reductions								
	BP#01 Final Cleaning - Allowance Reduction				\$ 5,272.50	ELIMINATED		\$5,273
	BP#02 Hazmat & Demolition - Allowance Reduction				\$ 24,502.05	ELIMINATED		\$24,502
	BP#03 Concrete - Allowance Reduction				\$ 9,960.00	ELIMINATED		\$9,960
	BP#04 Masonry - Allowance Reduction				\$ 15,750.00	ELIMINATED		\$15,750
	BP#05 Metals - Allowance Reduction				\$ 12,150.00	ELIMINATED		\$12,150
	BP#06 General Trades - Allowance Reduction				\$ 20,121.00	ELIMINATED		\$20,121
	BP#07 Roofing - Allowance Reduction				\$ 9,750.00	ELIMINATED		\$9,750
	BP#7.1 Firestopping - Allowance Reduction				\$ 7,500.00	ELIMINATED		\$7,500
	BP#08 Aluminum Glass and Glazing - Allowance Reduction				\$ 2,700.00	ELIMINATED		\$2,700
	BP#09 Drywall and Framing - Allowance Reduction				\$ 14,336.25	ELIMINATED		\$14,336
	BP#09.1 Acoustical Systems - Allowance Reduction				\$ 4,875.00	ELIMINATED		\$4,875
	BP#09.2 Tiling and Wood Flooring - Allowance Reduction				\$ 2,700.00	ELIMINATED		\$2,700
	BP#09.3 Carpet and Resilient				\$ 2,700.00	ELIMINATED		\$2,700
	BP#09.4 Painting				\$ 11,250.00	ELIMINATED		\$11,250
	BP#21 Fire Protection				\$ 9,000.00	ELIMINATED		\$9,000
	BP#23 Mechanical				\$ 18,000.00	ELIMINATED		\$18,000
	BP#26 Electrical				\$ 19,230.00	ELIMINATED		\$19,230
	BP#31 Site Construction				\$ 61,500.00	ELIMINATED		\$61,500
OTHER								
	CM Contingency Reduction				\$50,000	NOT ACCEPTED		
	Owner Contingency Reduction				\$250,000	NOT ACCEPTED		
					TOTAL VE PROPOSED		DEFERRED	ELIMINATED
					\$2,267,233		\$0	\$1,282,674



EXHIBIT – Part B
List of Drawings

Norwalk Community Recreation Center		REVISION DATE
	COVER SHEET	9/13/2024
G001	GENERAL INFORMATION & DRAWING LIST	11/4/2024
G002	BUILDING CODE PLANS & INFORMATION	9/13/2024
G003	BUILDING CODE EGRESS PLANS	9/13/2024
Civil		
C1	SITE DEMOLITION PLAN	9/13/2024
C2	SITE PLAN	9/13/2024
C3	GRADING & UTILITY PLAN	9/13/2024
C4	SOIL EROSION & SEDIMENTATION CONTROL PLAN	9/13/2024
C5	DETAILS	9/13/2024
C6	DETAILS	9/13/2024
Environmental		
HZ100	1ST & 2ND FLOOR ASBESTOS ABATEMENT LOCATIONS	9/13/2024
Structural		
S001	GENERAL NOTES	9/13/2024
S002	GENERAL NOTES	9/13/2024
S003	TYPICAL DETAILS	9/13/2024
S004	TYPICAL DETAILS	9/13/2024
S005	TYPICAL DETAILS	9/13/2024
S101	FOUNDATION PLAN	10/30/2024
S102	SECOND FLOOR & LOW ROOF FRAMING PLAN	10/30/2024
S103	ROOF FRAMING PLAN	10/30/2024
S200	ELEVATIONS	9/13/2024
S201	ELEVATIONS	10/30/2024
S250	CANOPY DETAILS	10/30/2024
S251	DECORATIVE COLUMN DETAILS	9/13/2024
S300	SECTIONS	10/30/2024
S301	SECTIONS	10/30/2024
S400	PILE CAP PLAN & COLUMN SCHEDULE	9/13/2024
Architectural		
A000	OVERALL EXISTING FLOOR PLANS	9/13/2024
A010	DEMOLITION PLANS	10/30/2024
A100	OVERALL FLOOR PLANS	9/13/2024
A101	FIRST FLOOR PLANS	11/4/2024
A102	SECOND FLOOR PLANS	11/4/2024
A103	ROOF PLANS	10/30/2024
A211	FIRST FLOOR FINISH PLANS	9/13/2024
A212	SECOND FLOOR FINISH PLAN, FINISH & WALL BOARD SCHEDULES	11/4/2024
A213	ENLARGED FLOOR PATTERN PLANS	9/13/2024
A230	FURNITURE PLANS (FOR REFERENCE ONLY – NOT FOR CONSTRUCTION)	9/13/2024
A251	FIRST FLOOR CEILING PLANS- PARTS "A" & "B"	10/30/2024
A252	SECOND FLOOR CEILING PLAN- PART "A"	10/30/2024
A260	CEILING DETAILS	10/30/2024
A300	OVERALL EXTERIOR ELEVATIONS	10/30/2024
A400	BUILDING SECTIONS	9/13/2024
A401	BUILDING SECTIONS	9/13/2024
A420	WALL SECTIONS	10/30/2024
A421	WALL SECTIONS	10/30/2024
A500	PLAN DETAILS	10/30/2024
A510	SECTION DETAILS	9/13/2024
A511	SECTION DETAILS	10/30/2024
A512	SECTION DETAILS	11/4/2024
A530	TYPICAL ROOF DETAILS	10/30/2024
A600	WINDOW ELEVATIONS	11/4/2024
A610	WINDOW DETAILS	10/30/2024
A611	WINDOW DETAILS	11/4/2024
A700	ENLARGED PARTIAL PLANS	11/4/2024
A701	ENLARGED CATERING KITCHEN PLAN, EQUIPMENT SCHEDULE, AND ELEVATIONS	10/30/2024
A702	ENLARGED TEACHING KITCHEN PLAN, EQUIPMENT SCHEDULE & ELEVATIONS	11/4/2024

Norwalk Community Recreation Center		REVISION DATE
A710	TOILET ROOM ELEVATIONS	9/13/2024
A711	TOILET ROOM ELEVATIONS	10/30/2024
A712	TOILET ROOM ELEVATIONS	10/30/2024
A730	INTERIOR ELEVATIONS	11/4/2024
A731	INTERIOR ELEVATIONS	9/13/2024
A732	INTERIOR ELEVATIONS	9/13/2024
A733	INTERIOR ELEVATIONS	9/13/2024
A734	INTERIOR ELEVATIONS	9/13/2024
A735	INTERIOR ELEVATIONS	9/13/2024
A736	INTERIOR ELEVATIONS	11/4/2024
A737	INTERIOR ELEVATIONS	9/13/2024
A738	INTERIOR ELEVATIONS	9/13/2024
A739	INTERIOR ELEVATIONS	9/13/2024
A740	INTERIOR ELEVATIONS	9/13/2024
A741	INTERIOR ELEVATIONS	9/13/2024
A742	INTERIOR ELEVATIONS	10/30/2024
A743	INTERIOR ELEVATIONS	11/4/2024
A800	CASEWORK DETAILS	9/13/2024
A801	CASEWORK DETAILS – YMCA RECEPTION DESK	9/13/2024
A802	CASEWORK DETAILS – TEACHING KITCHEN	9/13/2024
A803	CASEWORK DETAILS – OPEN OFFICE RECEPTION DESK	11/4/2024
A900	PARTITION TYPES	10/30/2024
A930	DOOR SCHEDULE	11/4/2024
A940	DOOR DETAILS	11/4/2024
A950	SIGNAGE	11/4/2024
Fire Protection		
FP000	FIRE PROTECTION NOTES, SCHEDULES & LEGENDS	9/13/2024
FP010	FIRE PROTECTION DEMOLITION PLANS	9/13/2024
FP101	FIRST FLOOR – FIRE PROTECTION	9/13/2024
FP102	SECOND FLOOR – FIRE PROTECTION	9/13/2024
FP300	FIRE PROTECTION DETAILS	9/13/2024
Plumbing		
P000	PLUMBING NOTES, ABBREVIATIONS & LEGEND	9/13/2024
P010	PLUMBING DEMOLITION PLANS	9/13/2024
P011	PLUMBING ROOF DEMOLITION PLAN	9/13/2024
P101	FIRST FLOOR PLANS-PLUMBING	10/30/2024
P102	SECOND FLOOR PLANS- PLUMBING	10/30/2024
P103	ROOF PLAN-PLUMBING	10/30/2024
P201	ENLARGED KITCHEN PLANS	9/13/2024
P202	TOILET ROOM ENLARGED PLANS	9/13/2024
P301	PLUMBING DETAILS	9/13/2024
P302	PLUMBING DETAILS	9/13/2024
P401	PLUMBING SCHEDULES	11/4/2024
Mechanical		
M001	MECHANICAL SYMBOL	9/13/2024
M011	MECHANICAL FIRST FLOOR DEMO PLAN	9/13/2024
M012	MECHANICAL SECOND FLOOR DEMO PLAN	9/13/2024
M013	MECHANICAL DEMO ROOF PLAN	9/13/2024
M101	MECHANICAL FIRST FLOOR	9/13/2024
M102	MECHANICAL SECOND FLOOR PLAN	11/4/2024
M103	MECHANICAL ROOF PLAN	9/13/2024
M200	MECHANICAL DETAILS	9/13/2024
M201	MECHANICAL DETAILS	9/13/2024
M202	MECHANICAL FLOW DIAGRAMS	9/13/2024
M300	MECHANICAL SCHEDULES	9/13/2024
M301	MECHANICAL SCHEDULES	10/30/2024
Electrical		
E001	GENERAL NOTES & LEGEND	9/13/2024
E010	ELECTRICAL FIRST & SECOND FLOOR POWER DEMOLITION PLANS	9/13/2024

Norwalk Community Recreation Center		REVISION DATE
E011	ELECTRICAL ROOF DEMOLITION POWER PLAN	9/13/2024
E012	ELECTRICAL FIRST & SECOND FLOOR LIGHTING DEMOLITION PLANS	9/13/2024
E110	ELECTRICAL FIRST FLOOR LIGHTING PLAN	9/13/2024
E111	ELECTRICAL SECOND FLOOR LIGHTING PLAN	9/13/2024
E210	ELECTRICAL FIRST FLOOR POWER PLAN	10/18/2024
E211	ELECTRICAL SECOND FLOOR POWER PLAN	9/13/2024
E212	ELECTRICAL ROOF POWER PLAN	9/13/2024
E400	ELECTRICAL ONE LINE RISER DIAGRAM	10/18/2024
E401	FIRE ALARM ONE RISER DIAGRAM	9/13/2024
E500	ELECTRICAL SCHEDULES	11/4/2024
E501	ELECTRICAL SCHEDULES	10/18/2024
E502	ELECTRICAL SCHEDULES	9/13/2024
E600	ELECTRICAL DETAILS	9/13/2024
E601	ELECTRICAL DETAILS	9/13/2024
E602	ELECTRICAL DETAILS	9/13/2024
ES001	ELECTRICAL DEMOLITION SITE PLAN	9/13/2024
ES100	ELECTRICAL NEW WORK SITE PLAN	10/18/2024
Technology		
T010	TECHNOLOGY FIRST & SECOND FLOOR DEMOLITION PLANS	9/13/2024
T600	TECHNOLOGY DETAILS	10/30/2024
T601	TECHNOLOGY DETAILS	9/13/2024
TA001	AUDIO VISUAL - SYMBOL LEGEND & GENERAL NOTES	10/25/2024
TA101	AUDIO VISUAL - 1ST FLOOR PLAN	10/25/2024
TA102	AUDIO VISUAL - 2ND FLOOR PLAN	10/25/2024
TA201	AUDIO VISUAL - DETAILS	10/25/2024
TA301	AUDIO VISUAL - WIRING DIAGRAMS & PANELS	10/25/2024
TA302	AUDIO VISUAL - WIRING DIAGRAMS	10/25/2024
TA304	AUDIO VISUAL - WIRING DIAGRAMS	10/25/2024
TY001	SECURITY - SYMBOL LEGEND & GENERAL NOTES	10/25/2024
TY101	SECURITY - 1ST FLOOR PLAN	10/25/2024
TY102	SECURITY - 2ND FLOOR PLAN	10/25/2024
TY201	SECURITY - DETAILS	10/25/2024
TY202	SECURITY - DETAILS	10/25/2024
TY301	SECURITY - WIRING DIAGRAMS	10/25/2024
ADDENDA NUMBER		DATE ISSUED
ADDENDUM #1		10/18/2024
ADDENDUM #2		10/25/2024
ADDENDUM #3		10/30/2024
ADDENDUM #4		11/4/2024
ADDENDUM #5		11/8/2024



EXHIBIT – Part C
List of Specifications

Division 00 - BIDDING AND CONTRACT REQUIREMENTS		REVISION DATE
00015	List of Drawing Sheets	
000210	Invitation to Bid	
000220	Instruction to Bidders, AIA Document A701	
000230	Supplemental Instructions to Bidders	
000230 A	City Project Bid Cover Information	
000235	CHRO Requirements	
000240	Bid Proposal Form	
000250	Bid Bond, AIA A310	
000260	Contractors Qualification Statement, AIA A305	
003100 A	Preliminary Construction Schedule	
003100 B	Phasing & Logistics Plan	
003100 C	Sample AIA Pay Application	
003100 D	Sample Trade Contractor PCO Form	
003100 E	Sample Subcontractor CO Form	
003100 G	City of Norwalk Hiring Ordinance Chapter 34 & Section 5	
003100 J	Existing Drawings (File Share)	
003100 K	Soils Management Plan - March 21, 2024	
005000	Standard Form Agreement between owner (City of Norwalk) and Construction Manager at Risk (Newfield Construction Group, LLC)	
005100	Form of Agreement Between Construction Manager and Trade Contractor	
005200	General Conditions of the Contract for Construction for Construction Manager at Risk (CMR)	
005300	Special Project Conditions	
005400	Prevailing Wage Rates	
009001	Bid Package 01 – Final Cleaning (SET ASIDE Contract)	
009002	Bid Package 02 – Hazmat & Demolition	
009003	Bid Package 03 – Concrete	
009004	Bid Package 04 – Masonry	
009005	Bid Package 05 – Metals	
009006	Bid Package 06 – General Trades	
009007	Bid Package 07 – Roofing	
009007.1	Bid Package 07.1 – Firestopping (SET ASIDE Contract)	
009008	Bid Package 08 – Aluminum Openings, Glass & Glazing	
009009	Bid Package 09 – Drywall & Framing	
009009.1	Bid Package 09.1 – Acoustical Ceilings and Systems	
009009.2	Bid Package 09.2 – Tiling and Wood Flooring	
009009.3	Bid Package 09.3 – Carpet, Resilient (SET ASIDE Contract)	
009009.4	Bid Package 09.4 – Painting (SET ASIDE Contract)	
009011	Bid Package 11 – Food Service Equipment	
009021	Bid Package 21 – Fire Protection	
009022	Bid Package 22 – Plumbing	
009023	Bid Package 23 – Mechanical	
009026	Bid Package 26 - Electrical, Communications and Fire Alarm	
009031	Bid Package 31 – Site Construction	
Division 01 - GENERAL REQUIREMENTS		
012100	Allowances	9/13/2024
012200	Unit Prices	9/13/2024
012300	Alternates	9/13/2024
012500	Substitution Procedures	9/13/2024
012600	Contract Modification Procedures	9/13/2024
012900	Payment Procedures	9/13/2024
013100	Project Management and Coordination	9/13/2024
013200	Construction Progress Documentation	9/13/2024
013233	Photographic Documentation	9/13/2024
013300	Submittal Procedures	9/13/2024
014000	Quality Requirements and Statement of Special Inspections	9/13/2024
014200	References	9/13/2024
015000	Temporary Facilities and Controls	9/13/2024
016000	Product Requirements	9/13/2024
017300	Execution	9/13/2024
017419	Construction Waste Management and Disposal	9/13/2024
017700	Closeout Procedures	9/13/2024
017823	Operation and Maintenance Data	9/13/2024
017839	Project Record Documents	9/13/2024
017900	Demonstration and Training	9/13/2024

Division 2 - EXISTING CONDITIONS		
024119	Selective Demolition	9/13/2024
024213	Reclaming of Acoustical Ceiling Panels	9/13/2024
028213	Hazardous Materials Specifications	9/13/2024
Division 3 – CONCRETE		
031000	Concrete Forming and Accessories	9/13/2024
032000	Concrete Reinforcing	9/13/2024
033000	Cast-In-Place Concrete	9/13/2024
035416	Hydraulic Cement Underlayment	9/13/2024
Division 4 – MASONRY		
042000	Unit Masonry	9/13/2024
Division 5 - METALS		
051200	Structural Steel Framing	9/13/2024
052100	Steel Joist Framing	9/13/2024
053100	Steel Decking	9/13/2024
055000	Metal Fabrications	9/13/2024
Division 6 - WOOD, PLASTICS, AND COMPOSITES		
061000	Rough Carpentry	9/13/2024
061600	Sheathing	9/13/2024
062023	Interior Finish Carpentry	9/13/2024
064116	Plastic-Laminate-Clad Architectural Cabinets	9/13/2024
Division 7 - THERMAL AND MOISTURE PROTECTION		
070150.19	Preparation for Reroofing	9/13/2024
071326	Self-Adhering Sheet Waterproofing	9/13/2024
072100	Thermal Insulation	9/13/2024
072713	Modified Bituminous Sheet Air Barriers	9/13/2024
072726	Fluid-Applied Membrane Air Barriers	9/13/2024
074213.16	Metal Plate Wall Panels	9/13/2024
074213.23	Metal Composite Material Wall Panels	9/13/2024
075423	Thermoplastic Polyolefin (TPO) Roofing	9/13/2024
076200	Sheet Metal Flashing and Trim	9/13/2024
077100	Roof Specialties	9/13/2024
078413	Pentration Firestopping	9/13/2024
079200	Joint Sealants	9/13/2024
079500	Expansion Control	9/13/2024
Division 8 - OPENINGS		
081213	Hollow Metal Frames	9/13/2024
081416	Flush Wood Doors	9/13/2024
081743	FRP Flush Wood Doors and Frames	9/13/2024
083113	Access Doors and Frames	9/13/2024
083313	Coiling Counter Doors	9/13/2024
083473.16	Wood Sound Control Door Assemblies	9/13/2024
083800	Impact Traffic Doors	9/13/2024
084113	Aluminum-Framed Entrances and Storefronts	9/13/2024
084413	Glazed Aluminum Curtain Walls	9/13/2024
085653	Security Windows	11/4/2024
087100	Door Hardware	9/13/2024
088000	Glazing	9/13/2024
088300	Mirrors	9/13/2024
089000	Louvers and Vents	9/13/2024
Division 9 - FINISHES		
090000	Schedule of Finishes	9/13/2024
092216	Non-Structural Metal Framing	9/13/2024
092900	Gypsum Board	9/13/2024
093000	Tiling	9/13/2024
095113	Acoustical Panel Ceilings	9/13/2024
096466	Wood Athletic Flooring	9/13/2024
096513	Resilient Base and Accessories	9/13/2024
096516	Resilient Sheet Flooring	9/13/2024
096519	Resilient Tile Flooring	9/13/2024
096566	Resilient Athletic Flooring	9/13/2024
096723	Resinous Flooring	9/13/2024
096813	Tile Carpeting	9/13/2024
097200	Wall Coverings	9/13/2024
098433	Sound-Absorbing Wall Units	9/13/2024
098436	Sound-Absorbing Ceiling Units	9/13/2024
099113	Exterior Painting	9/13/2024

099123	Interior Painting	9/13/2024
099300	Staining and Transparent Finishes	9/13/2024
099600	High-Performance Coatings	9/13/2024
Division 10 - SPECIALTIES		
101100	Visual Display Units	9/13/2024
101146	Visual Display Fabrics	9/13/2024
101200	Display Cases	9/13/2024
101400	Signage	9/13/2024
101419	Dimensional Letter Signage	9/13/2024
102113.20	Solid Surface Toilet Compartments	9/13/2024
102600	Wall and Door Protection	9/13/2024
102800	Toilet, Bath, and Laundry Accessories	9/13/2024
104300	Emergency Aid Specialties	9/13/2024
104413	Fire Protection Cabinets	9/13/2024
104416	Fire Extinguishers	9/13/2024
105113	Metal Lockers	9/13/2024
105613	Metal Storage Shelving	9/13/2024
107119.16	Removable Aluminum Flood Barriers	9/13/2024
Division 11 - EQUIPMENT		
113100	Residential Appliances	9/13/2024
114000	Foodservice Specifications	9/13/2024
116623	Gymnasium Equipment	9/13/2024
116653	Gymnasium Dividers	9/13/2024
Division 12 - FURNISHINGS		
122413	Roller Window Shades	9/13/2024
123661.16	Solid Surfacing Countertops	9/13/2024
123661.19	Quartz Agglomerate Countertops	9/13/2024
126613	Fixed Tiered Seating	11/4/2024
124816	Entrance Grilles	9/13/2024
DIVISION 13 – SPECIAL CONSTRUCTION		
Not included in Specification	Not included in Specification	
Division 14 – CONVEYING EQUIPMENT		
Not included in Specification	Not included in Specification	
DIVISION 21 - FIRE PROTECTION		
210100	General Conditions for Fire Protection Trade	9/13/2024
210517	Sleeves and Sleeve Seals for Fire-Suppression Piping	9/13/2024
210518	Escutcheons for Fire-Suppression Piping	9/13/2024
210523	General-Duty Valves for Fire Water-Based Fire-Suppression Piping	9/13/2024
210548	Vibration & Seismic Controls for Fire-Suppression Piping & Equipment	9/13/2024
210553	Identification for Fire-Suppression Piping and Equipment	9/13/2024
211119	Fire Department Connections	9/13/2024
211313	Wet-Pipe Sprinkler Systems	9/13/2024
Division 22 - PLUMBING		
220100	General Conditions for Plumbing Trade	9/13/2024
220513	Common Motor Requirements for Plumbing Equipment	9/13/2024
220516	Expansion Fittings and Loops for Plumbing Piping	9/13/2024
220517	Sleeves and Sleeve Seals for Plumbing Piping	9/13/2024
220518	Escutcheons for Plumbing Piping	9/13/2024
220519	Meters and Gages for Plumbing Piping	9/13/2024
220523.12	Ball Valves for Plumbing Piping	9/13/2024
220523.13	Butterfly Valves for Plumbing Piping	9/13/2024
220523.14	Check Valves for Plumbing Piping	9/13/2024
220529	Hangers and Supports for Plumbing Piping and Equipment	9/13/2024
220553	Identification for Plumbing Piping and Equipment	9/13/2024
220719	Plumbing Piping Insulation	9/13/2024
221116	Domestic Water Piping	9/13/2024
221119	Domestic Water Piping Specialties	9/13/2024
221316	Sanitary Waste and Vent Piping	9/13/2024
221319	Sanitary Waste Piping Specialties	9/13/2024
221319.13	Sanitary Drains	9/13/2024
221416	Storm Drainage Piping	9/13/2024
221423	Storm Drainage Piping Specialties	9/13/2024
221623	Natural-Gas Piping	9/13/2024
223400	Fuel-Fired, Domestic-Water Heaters	9/13/2024
224213.13	Commercial Water Closets	9/13/2024
224213.16	Commercial Urinals	9/13/2024
224216.13	Commercial Lavatories	9/13/2024
224216.16	Commercial Sinks	9/13/2024

224223	Commercial Showers	9/13/2024
224716	Pressure Water Coolers	9/13/2024
Division 23 - HEATING, VENTILATING AND AIR CONDITIONING		
230000	Basic Mechanical Requirements	9/13/2024
230100	Mechanical Demolition	9/13/2024
230500	Common Work Results for HVAC	9/13/2024
230513	Common Motor Requirements for HVAC Equipment	9/13/2024
230517	Sleeves and Sleeve Seals for HVAC Piping	9/13/2024
230529	Hangers and Supports for HVAC Piping and Equipment	9/13/2024
230548	Vibration and Seismic Controls for HVAC Piping	9/13/2024
230553	Identification for HVAC Piping and Equipment	9/13/2024
230593	Testing, Adjusting, and Balancing for HVAC	9/13/2024
230713	Duct Insulation	9/13/2024
230926	Automatic Temperature Controls	9/13/2024
230993	Sequence of Operation	9/13/2024
233113	Metal and Non-Metal Ducts	9/13/2024
233300	Air Duct Accessories	9/13/2024
233423	HVAC Power Ventilators	9/13/2024
233533	Listed Kitchen Ventilation System Exhaust Ducts	9/13/2024
233600	Air Terminal Units	9/13/2024
233713	Diffusers, Registers, and Grilles	9/13/2024
233813	Commercial Kitchen Hoods	10/18/2024
237416.11	Packaged Rooftop Air-Conditioning Units	9/13/2024
237423	Outdoor, Indirect, Fuel-Fired, Heating Only, Make-Up Air Units	9/13/2024
237435	Condensing Units	9/13/2024
238219	Ducted Fan Coil Units	9/13/2024
238240	Electric Heaters	9/13/2024
Division 26 - ELECTRICAL		
260500	Common Work Results for Electrical	9/13/2024
260509	Electrical Demolition Requirements	9/13/2024
260519	Low-Voltage Electrical Power Conductors and Cables	9/13/2024
260523	Control-Voltage Electrical Power Cables	9/13/2024
260526	Grounding and Bonding for Electrical Systems	9/13/2024
260529	Hangers and Supports for Electrical Systems	9/13/2024
260533	Raceway and Boxes for Electrical Systems	9/13/2024
260543	Underground Ducts and Raceways for Electrical Systems	9/13/2024
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	9/13/2024
260548	Vibration and Seismic Controls for Electrical Systems	9/13/2024
260553	Identification for Electrical Systems	9/13/2024
260573	Overcurrent Protective Device Coordination Study	9/13/2024
260574	Overcurrent Protective Device Arc-Flash Study	9/13/2024
260923	Lighting Control Devices	9/13/2024
262413	Switchboards	9/13/2024
262416	Panelboards	9/13/2024
262713	Electricity Metering	9/13/2024
262726	Wiring Devices	9/13/2024
262813	Fuses	9/13/2024
262816	Enclosed Switches and Circuit Breakers	9/13/2024
262913	Enclosed Controllers	9/13/2024
262923	Variable Frequency Motor Controllers	9/13/2024
263323.11	Inverter/Battery Equipment for Emergency Lighting	9/13/2024
265119	LED Interior Lighting	9/13/2024
265219	Emergency and Exit Lighting	9/13/2024
265619	LED Exterior Lighting	9/13/2024
DIVISION 27 - COMMUNICATIONS		
270528	Pathways for Communications Systems	9/13/2024
270544	Sleeves and Sleeve Seals for Communications Pathways and Cabling	9/13/2024
271100	Communications Equipment Room Fittings	9/13/2024
271300	Communications Backbone Cabling	9/13/2024
271500	Communications Horizontal Cabling	9/13/2024
274100	Audio Video Systems	10/25/2024
275116	Public Address System	10/25/2024
DIVISION 28 - ELECTRONIC SAFETY AND SECURITY		
281300	Access Control System	10/25/2024
281600	Intrusion Detection System	10/25/2024
282300	Video Surveillance System	10/25/2024
283111	Digital, Addressable Fire Alarm System	9/13/2024

Division 31 – EARTHWORK		
310515	Soils and Aggregates for Earthwork	9/13/2024
311000	Site Clearing	9/13/2024
312000	Earthwork	9/13/2024
312333	Trenching and Backfilling	9/13/2024
312500	Erosion and Sedimentation Controls	9/13/2024
Division 32 – EXTERIOR IMPROVEMENTS		
321123	Aggregate Base Courses	9/13/2024
321216	Asphalt Paving	9/13/2024
321623	Sidewalks	9/13/2024
Division 33 – UTILITIES		
330513	Manholes, Catch Basins, and Structures	9/13/2024
333100	Sanitary Utility Sewerage Piping	9/13/2024
334100	Storm Utility Drainage Piping	9/13/2024

ADDENDA NUMBER	DATE ISSUED
ADDENDUM #1	10/18/2024
ADDENDUM #2	10/25/2024
ADDENDUM #3	10/30/2024
ADDENDUM #4	11/4/2024
ADDENDUM #5	11/8/2024



EXHIBIT – Part D
Clarifications and Assumptions

Page 514 of 636



EXHIBIT – Part E
Allowances

BID PACKAGE #	TRADE	Allowance Description	UNIT	QUANTITY	VALUE	TOTAL USED	% COMPLETE	REMAINING
BP#02								
2	Demolition/Hazmat	Note 1.24 - Demolition Laborer Hours	HRS	360	\$ 27,669.40	\$ -	0.00%	\$ 27,669.40
2	Demolition/Hazmat	Note 1.25 - Lead Paint Removal (2'x2')	EA	10	\$ 5,000.00	\$ -	0.00%	\$ 5,000.00
BP#03								
3	Concrete	Note 1.33 - Carpenter Labor Hours	HRS	160	\$ 13,280.00	\$ -	0.00%	\$ 13,280.00
BP#04								
4	Masonry	Note 1.29 - Mason, Laborer, Operator Labor Hours	HRS	184	\$ 21,000.00	\$ -	0.00%	\$ 21,000.00
BP#05								
5	Structural Steel	Note 1.28 - Iron Worker Labor Hours	HRS	120	\$ 16,200.00	\$ -	0.00%	\$ 16,200.00
BP#06								
6	General Trades	Note 1.35 - Carpenter , Laborer Labor Hours	HRS	320	\$ 28,828.00	\$ -	0.00%	\$ 28,828.00
BP#07								
7	Roofing	Note 1.1 - Roofer Labor Hours	HRS	160	\$ 13,000.00	\$ -	0.00%	\$ 13,000.00
BP#09								
9	Drywall and Framing	Note 1.20 - Carpenter, Laborer Labor Hours	HRS	240	\$ 19,115.00	\$ -	0.00%	\$ 19,115.00
BP#09.1								
9.1	Acoustical Ceilings	Note 1.20 - Carpenter, Laborer Labor Hours	HRS	80	\$ 6,500.00	\$ -	0.00%	\$ 6,500.00
BP#26								
26	Electrical	Note 1.38 - Temporary Service Fees	LUMP	1	\$ 10,000.00	\$ -	0.00%	\$ 10,000.00
26	Electrical	Note 1.39 - Electrical Journeyman Labor Hours	HRS	160	\$ 15,458.00	\$ -	0.00%	\$ 15,458.00
26	Electrical	Note 1.40 - Elevator Modernization	LUMP	1	\$ 10,000.00	\$ -	0.00%	\$ 10,000.00
26	Electrical	Note 1.79 - Low Voltage Labor Hours	HRS	80	\$ 7,729.00	\$ -	0.00%	\$ 7,729.00
26	Electrical	Note 1.123 - Elevator Modernization Low Voltage/Fire Alarm	LUMP	1	\$ 5,000.00	\$ -	0.00%	\$ 5,000.00
BP#31								
31	Grading/ Site Work	Structural Fill and Install	CY	300	\$ 24,600.00	\$ -	0.00%	\$ 24,600.00
31	Grading/ Site Work	Off-Site Transportation and Disposal of Polluted Soils	TON	200	\$ 33,600.00	\$ -	0.00%	\$ 33,600.00
31	Grading/ Site Work	Off-Site Transportation and Disposal of Contaminated Soils	TON	200	\$ 33,600.00	\$ -	0.00%	\$ 33,600.00
31	Grading/ Site Work	Trench Rock Removal by with Splitters, Jack Hammer, Hoe Ram	CY	200	\$ 30,000.00	\$ -	0.00%	\$ 30,000.00
31	Grading/Site Work	Note 1.50 - Water Service Fees - (WPCA Connection Fee)	LUMP	1	\$ 26,500.00	\$ -	0.00%	\$ 26,500.00
31	Grading/ Site Work	Note 1.52 - Phasing and Restoration Areas - Loader CAT 918, Operator, Laborer Hours	HRS	360	\$ 42,000.00	\$ -	0.00%	\$ 42,000.00



EXHIBIT – Part F
Unit Prices

GMP Amendment One

Part F Unit Prices



The Trade Contractors agree that the following unit prices shall be the basis for computing extra costs to the contract for additional work and credits for deleted work. Unit prices shall include costs for all materials, equipment, tools, small tools, labor, permits, fees, overhead, profit, supervision, home office support, project management, estimating, safety, travel, shop drawings and as built drawings for all parties involved in the work. Unit prices shall apply to both the trade contractors and their subcontractors. All work is to be accomplished in accordance with applicable Sections of the Specifications. The Owner reserves the right to selectively reject any of the unit prices without any affect on the remainder of the bid.

Unit Prices do not include CM Bond Costs or CM Fees.

Unit Prices listed below are considered additive unit pricing, deductive unit prices will be based on the prices below less ten percent (10%).

CY= cubic yard
SY= square yard
LF = linear foot

SF= square foot
HR= hour
LB= pound

FIT=fittings
CU FT = cubic foot
TON = ton

GAL=gallon
EA = each

Unit Price #	Unit Price Description	Unit	Trade Price
1	Structural Fill Furnish and Install	CY	\$82.00
2	Trench Rock Removal, with rock splitters, jack hammer, hoe ram	CY	\$150.00
3	Boulders (2) Two Cubic Yards or Greater	CY	\$45.00
4	Off-Site Transportation and Disposal of Polluted Soil	TON	\$168.00
5	Off-Site Transportation and Disposal of Contaminated Soil.	TON	\$168.00
6	Off-Site Transportation and Disposal of Hazardous Waste/Soils.	TON	\$600.00
7	Off Site Transportation and Disposal of Unsuitable Soils.	TON	\$40.00
8	Mass Rock Removal, removed by ripping or other methods	CY	\$60.00
9	Asbestos Pipe Insulation (Large Areas)	LF	\$7,500.00
10	Asbestos Pipe Insulation (Tent Area - <150lf)	LF	\$3,500.00
11	Asbestos Pipe Insulation (Glove Bag - <3lf)	EA	\$250.00
12	Asbestos Coated Sinks	EA	\$300.00
13	Asbestos Floor Tile & Mastic	SF	\$4.50
14	Asbestos Chalk Board/Tack Board Adhesive	SF	\$8.00

GMP Amendment One

Part F Unit Prices



15	Asbestos Countertop Linoleum & Adhesive	SF	\$6.00
16	Asbestos Fire Doors	EA	\$125.00
17	Asbestos Ceramic Adhesive	SF	\$12.00
18	Asbestos HVAC Tar on Condensate Trays	EA	\$150.00
19	Asbestos HVAC Vibration Cloth	EA	\$150.00
20	Asbestos Roof Drain Bowl Insulation	EA	\$300.00
21	Asbestos Interior Diodes of Small and Large Motors	EA	\$150.00
22	Asbestos Electrical Equipment Boards/Panel Boards	EA	\$100.00
23	Asbestos Interior of Transformers & Fuse Boxes	EA	\$75.00
24	Asbestos Slab Moisture Barrier	SF	\$25.00
25	Asbestos Foundation Mastic	SF	\$25.00
26	Asbestos Window and Door Caulk	EA	\$300.00
27	Asbestos Transite Drainage Pipe	LF	\$35.00
28	Decontamination Unit	EA	\$1,500.00



EXHIBIT – Part G
Alternates

Alternate Prices do not include CM Bond Costs or CM Fees.

ALTERNATE No. 1: ADD Sound Absorbing Wall Units - Gymnasium

1. Add Sound Absorbing Wall Panels to the Gymnasium per Specification 098433 and as shown on the Contract Drawings (A737). Sound Absorbing Wall Panel in the Gymnasium are not part of the Base Bid and will not be included unless this Alternate is elected. Sound Absorbing Wall Panels are to be furnished and installed by Bid Package#09.1 – Acoustical Ceilings and Systems.

ADD/DEDUCT: \$31,055.00

- BP#09.1 Acoustical Ceilings and Systems - \$31,055.00

ALTERNATE No. 2: ADD Sound Absorbing Wall Units - Lounge

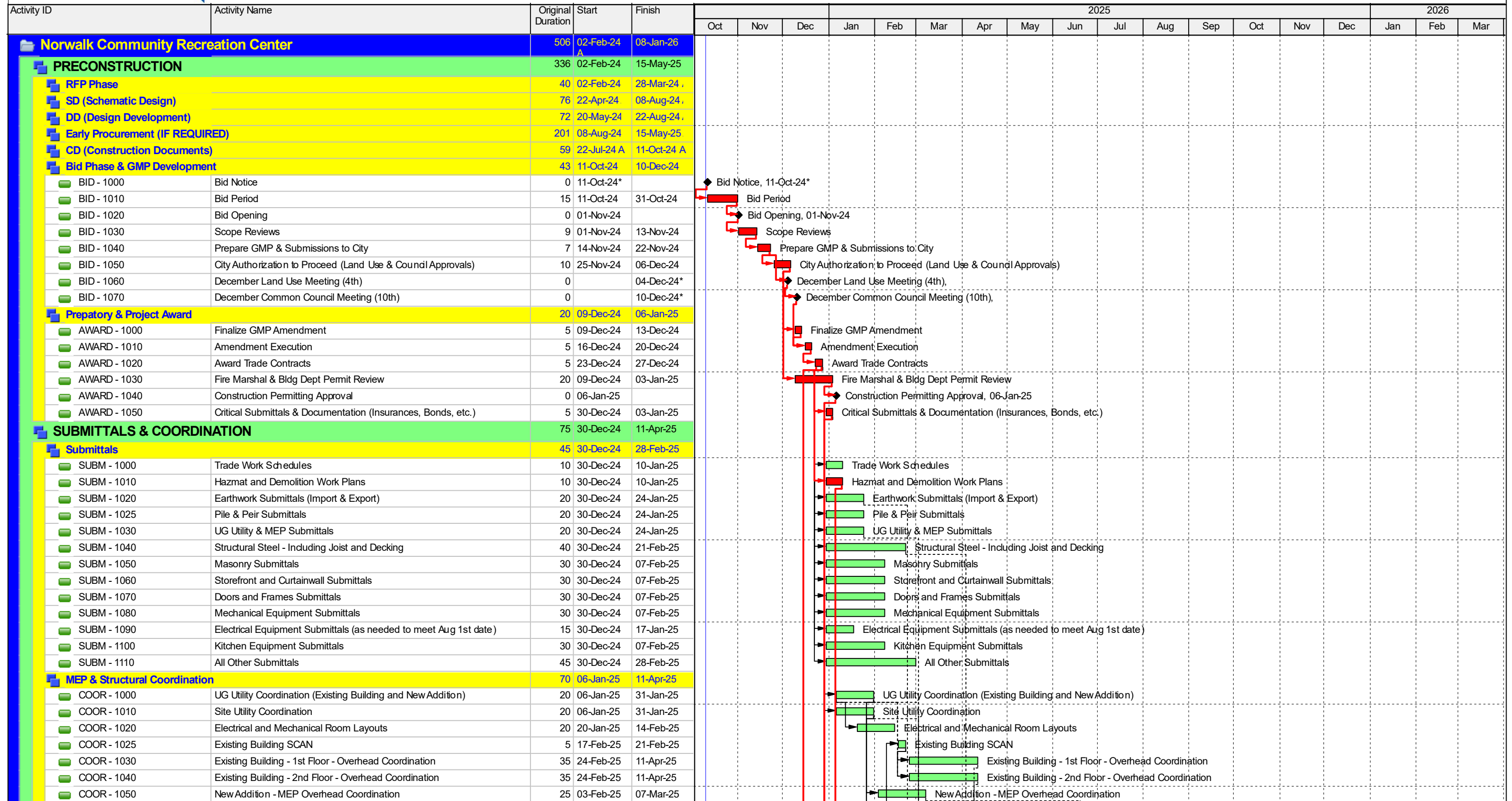
1. Add Sound Absorbing Wall Panels to the Gymnasium per Specification 098433 and as shown on the Contract Drawings (A733). Sound Absorbing Wall Panel in the Lounge are not part of the Base Bid and will not be included unless this Alternate is elected. Sound Absorbing Wall Panels are to be furnished and installed by Bid Package#09.1 – Acoustical Ceilings and Systems.

ADD/DEDUCT: \$8,935.00

- BP#09.1 Acoustical Ceilings and Systems - \$8,935.00



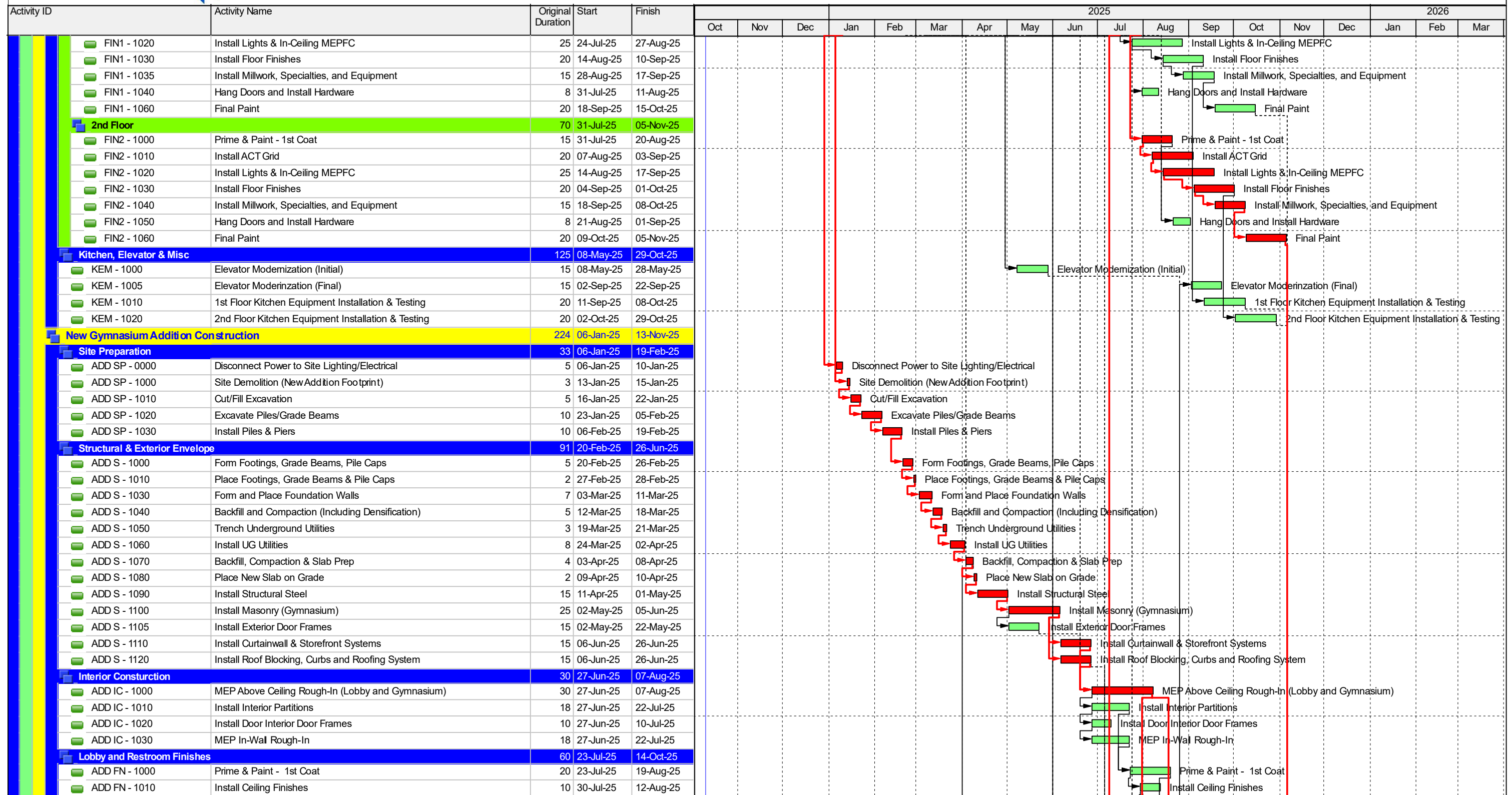
EXHIBIT – Part H
Project Schedule



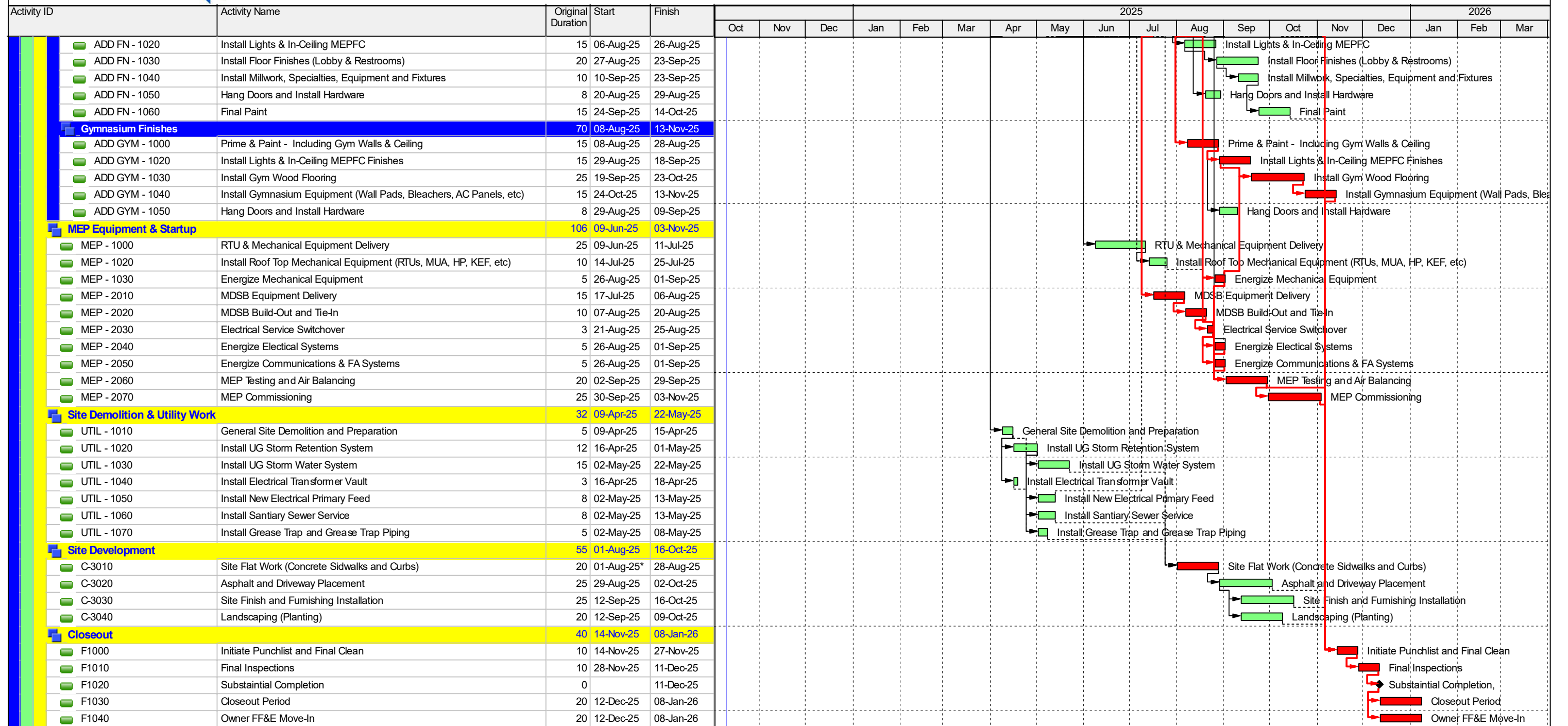
Actual Level of Effort Critical Remaining Work
Actual Work Milestone
Remaining Work



Data Date: 10-Oct-24
Run Date: 11-Oct-24



Actual Level of Effort Critical Remaining Work
Actual Work Milestone
Remaining Work



Actual Level of Effort Critical Remaining Work
Actual Work Milestone
Remaining Work



EXHIBIT – Part I
Formal Recommendation for Approval of Listed Trade Contractors
(See GMP Letter)



EXHIBIT – Part J
Trade Rejection Letters for Non-Compliance



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

Sent via Email

November 25, 2024

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

RE: Norwalk Community Recreation Center Addition and Alteration Project
Bid Package 03 - Concrete
Non-Compliant Low Bid

Dear Alan:

Newfield Construction has reviewed the bid proposal from the apparent Bid Package #03 - Concrete low bidder, Acranom Masonry Inc., and has determined them non-responsive having inconsistencies within the bid proposal and having failed to meet the required qualifications. Per the attached letter, dated November 25th, 2024, to Acranom Masonry, Inc., Acranom Masonry, Inc. does not possess the requisite experience, skill and integrity and, as such, is not a responsible qualified bidder. The conditions and reasoning within the attached letter remain as they relate to the Norwalk Community Recreation Center Addition and Alteration Project.

In closing, the above requirements were a prerequisite to bidding, therefore Acranom Masonry, Inc. bid proposal is not being considered.

Sincerely,

Michael D'Angelo
Project Executive
Newfield Construction



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

Sent via Email

November 25, 2024

Mr. Salvatore Monarca, II
Acranom Masonry, Inc.
80 Industrial Park Access Road
Middlefield, CT 06455

RE: Norwalk Community Recreation Center Addition and Alteration Project
Bid Package 03 - Concrete
Non-Compliant Low Bid

Mr. Monarca,

Newfield Construction has reviewed Acranom Masonry, Inc.'s bid proposal for Bid Package #03 – Concrete and has determined it nonresponsive having failed to meet the required qualifications.

Per the attached letter, dated May 23rd, 2024, to Acranom Masonry, Inc., Acranom Masonry, Inc. does not possess the requisite experience, skill and integrity and, as such, is not a responsible qualified bidder. The conditions and reasoning within the attached letter remain as they relate to the Norwalk Community Recreation Center Addition and Alteration Project.

In closing, the above requirements were a prerequisite to bidding, therefore Acranom Masonry, Inc. bid proposal is not being considered.

Sincerely,

Michael D'Angelo
Project Executive
Newfield Construction



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

Sent via Email

November 25, 2024

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

RE: Norwalk Community Recreation Center Addition and Alteration Project
Bid Package 04 - Masonry
Non-Compliant Low Bid

Dear Alan:

Newfield Construction has reviewed the bid proposal from the apparent Bid Package #04 - Masonry low bidder, Acranom Masonry Inc., and has determined them non-responsive having inconsistencies within the bid proposal and having failed to meet the required qualifications. Per the attached letter, dated November 25th, 2024, to Acranom Masonry, Inc., Acranom Masonry, Inc. does not possess the requisite experience, skill and integrity and, as such, is not a responsible qualified bidder. The conditions and reasoning within the attached letter remain as they relate to the Norwalk Community Recreation Center Addition and Alteration Project.

In closing, the above requirements were a prerequisite to bidding, therefore Acranom Masonry, Inc. bid proposal is not being considered.

Sincerely,

Michael D'Angelo
Project Executive
Newfield Construction



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

Sent via Email

November 25, 2024

Mr. Salvatore Monarca, II
Acranom Masonry, Inc.
80 Industrial Park Access Road
Middlefield, CT 06455

RE: Norwalk Community Recreation Center Addition and Alteration Project
Bid Package 04 - Masonry
Non-Compliant Low Bid

Mr. Monarca,

Newfield Construction has reviewed Acranom Masonry, Inc.'s bid proposal for Bid Package #04 – Masonry and has determined it nonresponsive having failed to meet the required qualifications.

Per the attached letter, dated May 23rd, 2024, to Acranom Masonry, Inc., Acranom Masonry, Inc. does not possess the requisite experience, skill and integrity and, as such, is not a responsible qualified bidder. The conditions and reasoning within the attached letter remain as they relate to the Norwalk Community Recreation Center Addition and Alteration Project.

In closing, the above requirements were a prerequisite to bidding, therefore Acranom Masonry, Inc. bid proposal is not being considered.

Sincerely,

Michael D'Angelo
Project Executive
Newfield Construction



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
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, BUILDINGS AND FACILITIES MANAGER

RE: **SOUTH NORWALK ELEMENTARY SCHOOL – CONSTRUCTION
MANAGER CONTINGENCY ALLOWANCE INCREASE**

DATE: NOVEMBER 21, 2024

In February 2024, the City Common Council authorized a not to exceed contract for Newfield Construction Group, LLC to provide Construction Manager (CM) Services for the South Norwalk Elementary School project. This approval included two action items as noted below.

1. *AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH NEWFIELD CONSTRUCTION GROUP, LLC AS THE CONSTRUCTION MANAGER (CM) FOR THE CONSTRUCTION OF THE NEW SOUTH NORWALK ELEMENTARY SCHOOL, TO ACCEPT THE GUARANTEED MAXIMUM PRICE IN THE AMOUNT NOT TO EXCEED \$51,830,611.00. ACCT. #09225010 5777 C0808.*
2. *AUTHORIZE BUILDING MANAGEMENT TO ISSUE CHANGE ORDERS ON CONTRACT FOR A TOTAL NOT TO EXCEED \$2,500,000.00. ACCT. #09225010 5777 C0808.*

In September 2023, the City Common Council authorized The City of Norwalk pursue the acquisition of five (5) additional properties for the South Norwalk Elementary School project. The approval included the following action with the properties listed.

AUTHORIZATION: The City of Norwalk is hereby authorized to purchase, acquire and/or take the properties listed below, and further, that the Mayor, Harry W. Rilling, or his designee, is authorized to execute and deliver any and all agreements, documents, and other instruments necessary to purchase, acquire and/or take such properties. Account No. 0919 205010 5777 C0619

(1) 28 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(2) 32 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(3) 36 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(4) 38 Oxford Street, Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

(5) 16 Meadow Street Ext., Norwalk, CT, to provide for enhanced vehicular and student access, additional parking, and recreational and open space area for the South Norwalk School.

The additional construction necessary to develop these properties was not anticipated or captured in Newfield Construction's original Guaranteed Maximum Price proposal for the project as approved in February 2024. The additional construction work includes demolition of existing buildings with required hazardous material remediation, site work with drainage, site lighting, new driveway entrances, improved parking lot layout, additional landscaping, changes to school bus drop-off area and new basketball court. Newfield Construction has solicited pricing from the trade contractors and prepared a detailed cost proposal to complete this work. The change order value for this work is \$2,159,350. Concurrently, requests have been made to the State to include this additional scope as part of the ongoing project in an effort for this work to be eligible for reimbursement.

Although the project currently has adequate Construction Manager – Owner Contingency remaining to cover the development costs on the additional properties, current and future changes will require additional contingency funding. In order to accommodate current and future change items, the South Norwalk Elementary School project is requesting a contingency increase of \$1,000,000. With this increase the revised Construction Manager – Owner Contingency will be \$3,500,000 and will leave an uncommitted budget balance of \$1,340,000.

ACTION REQUESTED:

Authorize to increase the contingency allowance for the Construction Manager (CM) Newfield Construction Group, LLC for the South Norwalk Elementary School project for an additional not to exceed \$1,000,000. These funds will be available to implement improvements within the recently acquired Oxford Street properties. Acct. #09225010 5777 C0808.

CITY OF NORWALK

LAW DEPARTMENT

CITY HALL
125 EAST AVENUE, P.O. BOX 5125
NORWALK, CONNECTICUT 06856-5125

TELEPHONE
(203) 854-7750
FACSIMILE
(203) 854-7901



Agenda Memorandum

From: Darin L. Callahan, Assistant Corporation Counsel
Tom Livingston, Chief of Staff

To: The Honorable Harry W. Rilling
Members of the Common Counsel

Cc: James Travers, Director of TMP

Date: December 6, 2024

Re: Informational update on Acquisition of 6 Butler Street, Norwalk, Connecticut
approved and authorized on the September 24, 2024 Agenda of the Common
Council

.....

The Council previously approved the acquisition of 6 Butler Street using \$1.4 million of ARPA funding. (See attached.) The proposed acquisition included an easement for 28 parking spaces in the parking garage constructed by Toll Brothers across the street. Following extensive review and discussion, it has been determined by Transportation, Mobility and Parking that the costs of segregating the proposed parking spaces, as well as the ongoing operating and maintenance costs, far exceeded the value to the City of these spaces, especially when Toll Brothers has stated that they intend to provide public parking on the site. The City also has a parking lot that they have placed under the purview of the Norwalk Parking Authority that is a more highly visible, centrally located public parking facility at the corner of Connecticut Ave. and West Ave. (the site of the former YMCA). Accordingly, the City has renegotiated the acquisition for 6 Butler to eliminate the parking spaces and reduce the purchase price to \$1.1 million.



CITY OF NORWALK
Jessica Vonashek
Chief of Economic and Community
Development
jvonashek@norwalkct.gov

Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Land Use and Building Management Committee; Members of the Common Council;
Members of the Planning and Zoning Commission

FROM: Jessica Vonashek, Chief of Economic and Community Development
Sabrina Godeski, Director of Business Development & Tourism

DATE: September 6, 2024

RE: 6 Butler Street Acquisition

Opportunity to Acquire 6 Butler Street

The City of Norwalk has an opportunity to acquire 6 Butler Street, a 0.19-acre property in the Wall Street/West Avenue neighborhood, for \$1.4 million using ARPA funding. This acquisition includes not only the parcel but also thirty (30) parking spaces located in a structured parking garage across the street, which will be deeded with the parcel. The site is currently vacant and enclosed by a fence along its frontage.

Strategic Location and Connectivity

The 6 Butler Street site is strategically situated between several key public assets, offering a unique opportunity to create strong linkages among them. It is adjacent to Fera Park, Mathews Park, the Lockwood Mathews Mansion, Stepping Stones Museum for Children, and the Center for Contemporary Printmaking. Additionally, the site is located directly across Butler Street from the Norwalk Art Space, a non-profit art gallery and educational facility.

Purpose and Goals of the Acquisition

The primary goal of acquiring this parcel is to enhance connectivity between the growing Wall Street/West Avenue neighborhood, which will see over 300 new housing units come online within the next twelve months, and the surrounding public and non-profit institutions. The acquisition will allow the City to expand Fera Park and increase the urban tree canopy, provide additional parking options (both structured and unstructured) for public use, and improve access for pedestrians, cyclists, and vehicles. Moreover, this new access point will integrate with the Norwalk Valley Trail, further enhancing the City's investment in the area.

Proposed Acquisition and Next Steps

To accomplish these objectives, the City proposes the acquisition of 6 Butler Street. The following resolutions require action:

Authorization for Acquisition

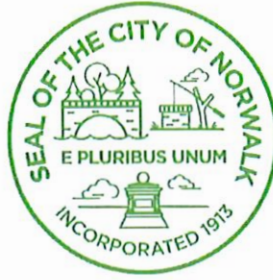
1a. Authorize Mayor Harry W. Rilling to execute any and all agreements and documents necessary to acquire 6 Butler Street, Norwalk, CT, for \$1,400,000 plus standard closing costs. Account No. 140000-5796-ACMF1.

Referral to Planning and Zoning Commission

1b. In accordance with C.G.S. § 8-24, refer the proposed acquisition of 6 Butler Street, Norwalk, CT, to the Planning and Zoning Commission for review and report.

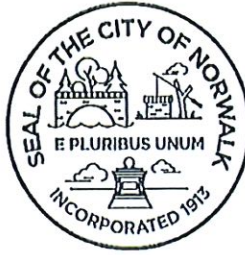






Contract Staff Summary

Department/Staff Contact	DPW Vanessa Valadares x47902
Common Council Committee	Public Works Committee
Date Approved by Committee	December 3, 2024
Purpose/Scope	10 Year Wanco Service Plan, Wanco setup, fleet programs, and cellular service for four (4) Wanco Variable Message Signs (VMS) operated by DPW and Rec and Parks Departments
Vendor (Indicate if new or existing vendor)	Millenium Products Inc.
Term of Contract	10 years
Method of Procurement (Indicate if sole source)	Sole Source
Cost of Contract	\$5,980.00
Funding Source/Account Number	01 40 45 5462
Additional Information/Other Details	This will allow DPW and Recreation and Parks to remotely access their VMS signs for programing or to change messages with out having to go out to the units in the field.



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 10/29/24

DEPARTMENT: Operations

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: \$5,980.00 MUNIS Account: #01-40-45-54-62

VENDOR: Millenium Products Inc.

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Conners	☒ Supports	
Digitally signed by Sharon Conners	☐ Does Not Support	Department Head Name
Purchasing Agent Name	☐ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date
Date: 2024.10.31 14:48:50 -04'00'		

JUSTIFICATION:

10 year Wanco service plan, Wanco setup, fleet programs, and cellular service for 4 Wanco Message Signs operated by DPW and Rec. and Parks Dept. This service will allow DPW and Parks to remotely access their VMS signs for programing or to change messages with out having to go out to the units in the field. This Programing, service agreement, and Fleet software package is available through GSA contract #GS-07F-0031W.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency _____



Purchaser: Matt Halverson
Purchaser Phone Number: 203-854-3220
Purchaser Email: mhalverson@norwalkct.gov

Quote Name: City of Norwalk (CT)-Retrofit Cell Service by Wanco
Quote #: Q-11618-3
Job Number: 11259

Date: 10/18/2024
Expires On: 11/17/2024

Millenium Products, Inc.

3131 Morris St. N.
Saint Petersburg, FL 33713
Office Phone: 888-901-7430
Fax: 801-469-7778
gsa@milleniumproducts.net

UEI # H1HSJPFM78R5
Federal ID # 86-1159194
CAGE # 3DNW8
DUNS # 102694671

GS-07F-0031W: Surveillance Equipment, Light Towers, Traffic Safety Equipment

GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote.
For Further details about Cooperative Purchasing and Disaster Purchasing programs, please contact us or refer to a GSA Multiple Award Schedule information at <https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule>.
Orders received not indicating a GSA contract number can be accepted at our Commercial Price List only.

Your governmental agency is eligible for the following GSA pricing on GSA Contact:GS-07F-0031W

Ship To	Bill To
City of Norwalk (CT)	City of Norwalk (CT)
PUBLIC WORKS ADMINISTRATION ITY HALL - 125 EAST AVE. 0 BOX	PUBLIC WORKS ADMINISTRATION ITY HALL - 125 EAST AVE. 0 BOX
5125	5125
NORWALK, CT 06851	NORWALK, CT 06851
USA	USA

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lori Hipskind	(888) 901-7430	lhipskind@milleniumproducts.net	Ground	Net 30

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
30.00	GSA-WANVMS-CELSVC	Wanco Cellular Service Plan - Wanco Sets-Up, Prgrams,and Hosts the Cellular Service, Billed 1 Year in Advance	339950	GS07F0031W	\$145.00	\$145.00	\$4,350.00

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
3.00	MILL-SHP	Millenium Shipping - this covers Wanco shipping the customer's 2 existing Microhard modems back to the customer after changing the settings to work with Wanco's cellular service. Wanco will provide 2 SIM cards for the 2 units without Microhard modems. Customer will need to remove the 1ea Microhard modem with SIM card inside and ship to Wanco. They will change settings and return to customer. The modem will need to be re-installed by the customer. 5F12S1012L1002962 - IMEI Number 866834040963816 and SIM card number 89148000005536534175 Second & 3rd units will receive SIM cards from Wanco. Customer will need to install on these units. 6F12S1011J1005087 - IMEI Number 353238065947276 6F12S1013J1005088 - IMEI Number 353238065947813			\$60.00	\$60.00	\$180.00
TOTAL:							\$4,530.00

Project Total: \$4,530.00

Scope of Work

Notes

Customer will need to remove the 1ea Microhard modem with SIM card inside and ship to Wanco. They will change settings and return to customer. The modem will need to be re-installed by the customer.
5F12S1012L1002962 - IMEI Number 866834040963816 and SIM card number 89148000005536534175

Second & 3rd units will receive SIM cards from Wanco. Customer will need to install on these units.
6F12S1011J1005087 - IMEI Number 353238065947276
6F12S1013J1005088 - IMEI Number 353238065947813

Terms & Conditions

1. Client MUST have loading dock (required for full size) or forklift with 8' forks in order to offload most trailer equipment (except ALPR trailers in FL). Client may choose to arrange offloading with a local towing company.
2. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Millenium Products, Inc. and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Millenium, Products, Inc. is required to pay any such tax, fee, or charge, Purchaser shall reimburse Millenium Products, Inc. therefore or, in lieu of such payment, Purchaser shall provide Millenium Products, Inc. at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Signature:

Effective Date:

____/____/____

Name (Print):

Title:

Please sign and email to gsa@milleniumproducts.net

Since 1999 Powerful Solutions Proven Results

Portable Light Towers • Traffic Safety equipment • Surveillance Equipment
• License Plate Reader/ALPR Systems • Real-Time Crime Centers

THANK YOU FOR YOUR BUSINESS!



Purchaser: Matt Halverson
Purchaser Phone Number: 203-854-3220
Purchaser Email: mhalverson@norwalkct.gov

Quote Name: City of Norwalk (CT)-Retrofit Cell Service by
Wanco_Parks Dept
Quote #: Q-11621-1
Job Number: 11260

Date: 10/18/2024
Expires On: 11/17/2024

Millenium Products, Inc.

3131 Morris St. N.
Saint Petersburg, FL 33713
Office Phone: 888-901-7430
Fax: 801-469-7778
gsa@millenlumproducts.net

UEI # H1HSJPFM78R5
Federal ID # 86-1159194
CAGE # 3DNW8
DUNS # 102694671

GS-07F-0031W: Surveillance Equipment, Light Towers, Traffic Safety Equipment

GSA Purchase Orders must indicate the GSA contract number in order to receive pricing on this quote.
For Further details about Cooperative Purchasing and Disaster Purchasing programs, please contact us or refer to a GSA Multiple Award Schedule information at <https://www.gsa.gov/buy-through-us/purchasing-programs/multiple-award-schedule>.
Orders received not indicating a GSA contract number can be accepted at our Commercial Price List only.

Your governmental agency is eligible for the following GSA pricing on GSA Contract:GS-07F-0031W

Ship To
City of Norwalk (CT)
PUBLIC WORKS ADMINISTRATION ITY HALL - 125 EAST AVE. 0 BOX
5125
NORWALK, CT 06851
USA

Bill To
City of Norwalk (CT)
PUBLIC WORKS ADMINISTRATION ITY HALL - 125 EAST AVE. 0 BOX
5125
NORWALK, CT 06851
USA

SALESPERSON	Phone Number	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Lori Hipskind	(888) 901-7430	lhipskind@millenlumproducts.net	Ground	Net 30

QTY	PART #	DESCRIPTION	SIN	CONTRACT	UNIT PRICE	NET UNIT PRICE	EXTENDED PRICE
10.00	GSA-WANVMS-CELSVC	Wanco Cellular Service Plan - Wanco Sets-Up, Prgrams,and Hosts the Cellular Service, Billed 1 Year in Advance Customer will need to remove the 1ea Microhard modem with SIM card inside and ship to Wanco. They will change settings and return to customer. The modems will need to be re-installed by the customer. 5F12S1017L1002939 - IMEI Number 866834040946894 and SIM card number 89148000005536534183	339950	GS07F0031W	\$145.00	\$145.00	\$1,450.00
TOTAL:							\$1,450.00

Project Total: \$1,450.00

Scope of Work

Notes

Customer will need to remove the 1ea Microhard modem with SIM card inside and ship to Wanco. They will change settings and return to customer. The modems will need to be re-installed by the customer.

Unit has modem & SIM card

5F12S1017L1002939 - IMEI Number 866834040946894 and SIM card number 89148000005536534183

Terms & Conditions

1. Client MUST have loading dock (required for full size) or forklift with 8' forks in order to offload most trailer equipment (except ALPR trailers in FL). Client may choose to arrange offloading with a local towing company.
2. Any use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or any other tax, fee, or charge of any nature whatsoever imposed by any governmental authority, on or measured by the transaction between Millenium Products, Inc. and Purchaser shall be paid by Purchaser in addition to the price quoted or invoiced. In the event Millenium, Products, Inc. is required to pay any such tax, fee, or charge, Purchaser shall reimburse Millenium Products, Inc. therefore or, in lieu of such payment, Purchaser shall provide Millenium Products, Inc. at the time the Contract is submitted an exemption certificate or other document acceptable to the authority imposing the tax, fee or charge.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to gsa@milleniumproducts.net

Since 1999 Powerful Solutions Proven Results

Portable Light Towers • Traffic Safety equipment • Surveillance Equipment
• License Plate Reader/ALPR Systems • Real-Time Crime Centers

THANK YOU FOR YOUR BUSINESS!



**DEPARTMENT OF
ENGINEERING**

CITY OF NORWALK
Mario Pizighelli, P.E.
Stormwater Systems Manager
Department of Engineering
125 East Avenue
Norwalk, CT 06856
Office: 203 -854- 4162
mpizighelli@norwalkct.gov

MEMORANDUM

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

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

FROM: Mario Pizighelli, P.E. – Stormwater Systems Manager

RE: DRG 2023-3 On Call Drainage Improvements at Various Locations

DATE: November 19, 2024

On December 12th, 2023 Common Council approved the action item to authorize the Mayor, Harry W. Rilling to execute an Agreement between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage Improvements at Various Locations for a sum not to exceed \$1,020,060.00. The project consists of improving the City's storm drainage systems that are within the City's paving program with flexibility to perform any potential emergency drainage improvements on an on-call basis. Within the contract Bid Documents, there is a special note stating The City has an option to extend this Agreement for two (2) additional terms of one (1) year each. In the event that The City chooses to extend the contract for additional years, the contract unit bid items will be increased by 5% each additional year.

The contract started on February 6, 2024. I recommend using the option to extend the contract an additional one (1) year with the option to extend an additional one (1) year term come February 2026. The Contractor, M. Rondano Inc., has fulfilled their obligations in timely and effective manner. Their work and expertise has proven to be beneficial in improving Norwalk's current drainage infrastructure prior to road paving and concrete sidewalk installation, resulting in more roads being ready for road reconstruction without delay. I believe that extending the contract shall provide a more efficient road reconstruction program for future paving projects and would greatly benefit The City of Norwalk.

I would like to request that the following items be included on the agenda for the December 2024 Public Works Committee meeting

Rondano's update resolutions

From Valadares, Vanessa <VValadares@norwalkct.gov>

Date Tue 12/3/2024 8:09 PM

To Cipriano, Monique <MCIPRIANO@norwalkct.gov>

Cc Pizighelli, Mario <mpizighelli@norwalkct.gov>

Authorize the Mayor, Harry W. Rilling, to execute the 2nd Amendment to the February 6, 2024 agreement between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage at Various Locations for a sum not to exceed \$1,071,063.00.

Account No.

09 20 4062 5777 C0361
09 24 4062 5777 C0361
09 24 4021 5777 C0302
09 25 4021 5777 C0302
09 26 4021 5777 C0302
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 26 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 24 4021 5777 C0440
09 25 4021 5777 C0440
09 26 4021 5777 C0440
09 20 4027 5777 C0643
09 21 4021 5777 C0643
09 22 4021 5777 C0643
09 25 4021 5777 C0643
09 26 4021 5777 C0643
133110 5796 ARP05
134010 5796 APW05
134010 5796 APW10

Authorize the Chief of Operations and Public Works to execute orders on the contract between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage at Various Locations for a sum not to exceed \$107,106.30.

Same accounts

Vanessa Valadares, P.E.

Chief of Public Works & Operations / Department of Public Works & Operations

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C. PUBLIC WORKS

1. Authorize the Mayor, Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the December 12, 2023 agreement between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage at Various Locations for a sum not to exceed \$750,000.00.

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AUTHORIZED

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

DECEMBER 12, 2023
COUNCIL CHAMBERS

3. Authorize the Purchasing Agent to authorize a sole source purchase order to Freightliner of Hartford for the purchase of one (1) 2024 M2 106 plus plow truck, for a sum not to exceed \$197,041.10.
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Account No. 13 4010 5796 APW08
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6. Authorize the Mayor, Harry W. Rilling, to execute the First 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 \$64.90 per household and \$39.00 per ½ household.
Account No. 01 40 42 5258 **AUTHORIZED**

- 7a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and M. Rondano, Inc., for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$1,020,060.00. with an option to extend for two (2) additional terms for one (1) year each.**
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- 7b. Authorize the Chief of Operations and Public Works to execute orders on the contract between the City of Norwalk and M. Rondano, Inc., for project DRG2023-3 On-Call Drainage Improvements at Various Locations for a sum not to exceed \$102,006.00.
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**DEPARTMENT OF
ENGINEERING**

CITY OF NORWALK
Mario Pizighelli, P.E.
Stormwater Systems Manager
Department of Engineering
125 East Avenue
Norwalk, CT 06856
Office: 203 -854- 4162
mpizighelli@norwalkct.gov

MEMORANDUM

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

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

FROM: Mario Pizighelli, P.E. – Stormwater Systems Manager

RE: DRG 2023-3 On Call Drainage Improvements at Various Locations

DATE: November 19, 2024

On December 12th, 2023 Common Council approved the action item to authorize the Mayor, Harry W. Rilling to execute an Agreement between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage Improvements at Various Locations for a sum not to exceed \$1,020,060.00. The project consists of improving the City's storm drainage systems that are within the City's paving program with flexibility to perform any potential emergency drainage improvements on an on-call basis. Within the contract Bid Documents, there is a special note stating The City has an option to extend this Agreement for two (2) additional terms of one (1) year each. In the event that The City chooses to extend the contract for additional years, the contract unit bid items will be increased by 5% each additional year.

The contract started on February 6, 2024. I recommend using the option to extend the contract an additional one (1) year with the option to extend an additional one (1) year term come February 2026. The Contractor, M. Rondano Inc., has fulfilled their obligations in timely and effective manner. Their work and expertise has proven to be beneficial in improving Norwalk's current drainage infrastructure prior to road paving and concrete sidewalk installation, resulting in more roads being ready for road reconstruction without delay. I believe that extending the contract shall provide a more efficient road reconstruction program for future paving projects and would greatly benefit The City of Norwalk.

I would like to request that the following items be included on the agenda for the December 2024 Public Works Committee meeting

Rondano's update resolutions

From Valadares, Vanessa <VValadares@norwalkct.gov>

Date Tue 12/3/2024 8:09 PM

To Cipriano, Monique <MCIPRIANO@norwalkct.gov>

Cc Pizighelli, Mario <mpizighelli@norwalkct.gov>

Authorize the Mayor, Harry W. Rilling, to execute the 2nd Amendment to the February 6, 2024 agreement between the City of Norwalk and M. Rondano Inc. for Purchasing Project 4322, DRG 2023-3 On Call Drainage at Various Locations for a sum not to exceed \$1,071,063.00.

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

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CITY OF NORWALK
Daniel Stanton, P.E.

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: James Meehan, P.E. – Principal Engineer
FROM: Daniel Stanton, P.E. – Senior Engineer
RE: RD2024-3 Curbs and Sidewalks for Beacon Street
DATE: November 25, 2024

Senior Engineer
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7981
Mobile: (203) 610-1764
Norwalkct.gov
dstanton@norwalkct.gov

MEMORANDUM

This request involves the installation of sewer laterals at nine (9) locations as part of the RD2024-3 Curbs and Sidewalks Project on Beacon Street. This work is necessary to facilitate the future WPCA sewer main replacement project from Beacon Street to Sunset Hill Avenue, ensuring the protection of the new curbs and sidewalks.

On June 11, 2024, the Common Council approved the action item to authorize the Mayor, Harry W. Rilling to execute an Agreement between the City of Norwalk and The Grasso Companies, LLC. for Purchasing Project 4359. RD2024-3 Curbs and Sidewalks for Beacon Street for a sum not to exceed \$1,070,580.00. The project consists of improving the City's curb and sidewalks on Beacon Street.

On October 21, 2024, the Water Pollution Control Authority(WPCA) authorized 'the Chief of Operations and Public Works to issue orders on contract with Grasso Construction for RD2024-3 Beacon Street Curbs and Sidewalks project for an amount not to exceed \$75,000 ACCOUNT NO. 09244062-5777-C0361'.

I would like to request the following item be included on the agenda for the December 2024 Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the August 8, 2024 agreement between the City of Norwalk and The Grasso Companies, LLC for Purchasing Project 4359, RD2024-3 Curb and Sidewalk for Beacon Street for a sum not to exceed \$75,000.00.

Account No.

03 00 00 2602
09 23 7100 5777 C0583
09 24 4021 5777 C0318
09 25 4021 5777 C0318
09 24 4021 5777 C0021
09 25 4021 5777 C0021
09 21 4021 5777 C0440
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- 2a. Authorize the Mayor Harry W. Rilling, to execute an extension for a 1 (One) year agreement with Rocco Iadarola General Contracting Company for Project TMP2023-1 Decorative Crosswalks and Traffic Calming Surfaces at Various Intersections for an amount not to exceed \$150,000.00.

Account No. 09 23 4120 5777 C0441
09 24 3750 5777 C0441
09 23 4120 5777 C0581
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09 24 3750 5777 C0777
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4. APPROVE UPGRADING THE OPEN ASSISTANT CIVIL ENGINEER POSITION TO A WASTEWATER SYSTEMS MANAGER POSITION IN THE FY 2024-25 WPCA OPERATING BUDGET (COPY INCLUDED)

Ms. Valadares said considering the way the employment market is and based on some of the applications that have been received for different positions it will be better to change this open position from a civil engineer position to a wastewater systems manager position, particularly with the amount of work that will now be faced with the Keeler Brook pump station. The cost will be minimal and will not affect the rates. Ms. Smyth asked if that would leave the WPCA short-staffed by not having the assistant civil engineer. Ms. Valadares said “no” because this is a new position. Mr. Oustafine asked how much the additional cost would be. Mr. Kolb said the financial model was rerun with the new salary and benefits for that position so in fiscal year 2024-25 there will be approximately a \$15,000 difference. Mr. Frayer asked if they would have any impact on the budget. Ms. Valadares said “no” and the budget will be able to absorb the increase.

**** MS. SMYTH MOVED TO APPROVE UPGRADING THE OPEN ASSISTANT CIVIL ENGINEER POSITION TO A WASTEWATER SYSTEMS MANAGER POSITION IN THE FY 2024-25 WPCA OPERATING BUDGET.**

**** THE MOTION PASSED UNANIMOUSLY.**

5. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO ISSUE ORDERS ON CONTRACT WITH GRASSO CONSTRUCTION FOR RD2024-3 BEACON STREET CURBS AND SIDEWALKS PROJECT FOR AN AMOUNT NOT TO EXCEED \$75,000

ACCOUNT NO. 09244062-5777-C0361

Ms. Bauer said there is a current DPW curbs and sidewalks project that is in progress and as part of that project will be replacing portions of the sanitary sewer laterals that are beyond their useful life at nine residential locations to be sure they are not damaged as part of the sidewalk work. This is ahead of the sanitary sewer Beacon Street project which is approximately 1500 linear feet of new sanitary sewer main and will also be upsizing it from the 15” sanitary sewer to a 24” sanitary sewer to improve the capacity and mitigate flooding. Mr. Mannella asked if the 146’ of laterals would be replaced for the nine residential locations. Mr. Kolb said “yes” approximately.

**** MR. FRAYER MOVED TO AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS TO ISSUE ORDERS ON CONTRACT WITH GRASSO CONSTRUCTION FOR RD2024-3 BEACON STREET CURBS AND SIDEWALKS PROJECT FOR AN AMOUNT NOT TO EXCEED \$75,000.**

**** THE MOTION PASSED UNANIMOUSLY.**



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

MEMORANDUM

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

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

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

REF: City Project BR2024-2 – State Project 102-366 Replacement Of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152

DATE: November 25, 2024

The City of Norwalk through the Department of Operations and Public Works Engineering Division (DPW) has received Federal and State funding for the above referenced Project that consists of the total replacement of the existing West Cedar Street Bridge Over the Five Mile River which was originally constructed in 1910.

The Bridge was rated as being structurally deficient and susceptible to scour in the Routine Bridge Inspection dated July 19, 2022 and the Underwater Bridge Inspection dated August 10, 2022, that were conducted by the State of Connecticut Department of Transportation. The existing Bridge has a total road width of 18'-10" (for both lanes of traffic) with no shoulders and no sidewalk within the bridge parapets (there is a suspended sidewalk bridge on the south side of the southerly bridge parapet). The replacement bridge will be a Precast Concrete Arch with an Ashlar stone masonry facing that consists of 2 – 11'-0" travel lanes with 3'-0" shoulders on both sides of the road and a 5'-0" sidewalk on the south side of the bridge, within the bridge parapets. The overall outside width of the bridge is currently 21'-10" and will be increased to 36'-10", an increase of 15 feet.

The completed Bid Document Package for the Project was advertised for Public Bids on September 25, 2024. The Purchasing Agent opened bids for the Project on November 21, 2024 and the apparent low bidder is Dayton Construction Company, Inc.

I have attached a copy of the bid results received from the three (3) bidders for your reference. Therefore, I would like to request that the following items be included on the agenda for the December 3, 2024 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute all necessary documents for City Purchasing Department Project 4402 - Project BR2024-2 – State Project 102-366 Replacement Of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152.



City of Norwalk
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E-Mail: psotnik@norwalkct.gov

- 2a.) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Dayton Construction Company, Inc. for City Purchasing Department Project 4402 - Project BR2024-2 – State Project 102-366 Replacement Of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152, for a sum not to exceed \$4,463,188.00.
- 2b.) Authorize the Chief of Operations and Public Works to execute orders on the Contract with Dayton Construction Company, Inc. for City Purchasing Department Project 4402 - Project BR2024-2 – State Project 102-366 Replacement Of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152, for a sum not to exceed \$446,318.80.

Account No's. 09 20 4021 5777 C0642
09 21 4021 5777 C0642
09 22 4021 5777 C0642
09 23 4021 5777 C0642
09 24 4021 5777 C0642
09 20 4021 5799 C0642

A copy of the bid information for City Purchasing Department Project 4402 – Project BR2024-2 – State Project 102-366 Replacement Of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152, can be reviewed by following the link below.

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



DEPARTMENT OF
ENGINEERING

City of Norwalk
Department of Operations and Public Works

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

BID SHEET

CITY PROJECT: BR2024-2 STATE PROJECT 102-366

REPLACEMENT OF WEST CEDAR STREET #2 BRIDGE
WEST CEDAR STREET #2 OVER THE FIVE MILE RIVER
BRIDGE NUMBER 04152

DATE: THURSDAY, NOVEMBER 21, 2024 2:00 P.M.

BIDDER

BID AMOUNT

BID BOND

Dayton Construction Company, Inc.
146 Bunker Hill Road
Watertown, CT 06795

\$4,448,188.00 - Participating
\$15,000.00 - Non-Participating
\$4,463,188.00
Apparent Low Bidder

30% Nationwide Mutual Insurance
Company

McNamee Construction Corporation
154 Route 202, P.O. Box 182
Lincolndale, NY 10540

\$4,854,000.00 - Participating
\$20,000.00 - Non-Participating
\$4,874,000.00

30% Nationwide Mutual Insurance
Company

New England Infrastructure, Inc.
16 Brent Drive
Hudson, MA 01749

\$5,448,474.00 - Participating
\$17,000.00 - Non-Participating
\$5,465,474.00

30% Swiss Re Corporate Solutions
America Insurance Company

\$

%

\$

%

\$

%

\$

%

Project Number : BR2024-2 - 102-366 - PARTICIPATING

Project Name : REPLACEMENT OF WEST CEDAR STREET #2 BRIDGE OVER THE FIVE MILE RIVER

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0020903A	LEAD COMPLIANCE FOR MISCELLANEOUS EXGTIOR TASKS	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$7,000.00	\$7,000.00	\$25,000.00	\$25,000.00
0201001	CLEARING AND GRUBBING	1	\$85,000.00	\$85,000.00	\$32,000.00	\$32,000.00	\$40,000.00	\$40,000.00	\$87,000.00	\$87,000.00
0201020A	REMOVE AND RESET WOOD FENCE	62	\$50.00	\$3,100.00	\$45.00	\$2,790.00	\$60.00	\$3,720.00	\$13.75	\$852.50
0201601A	RELOCATION OF HISTORIC MONUMENT	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$4,500.00	\$4,500.00	\$2,000.00	\$2,000.00
0201902A	INTERPRETATIVE DISPLAY SIGN	1	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00
0202000	EARTH EXCAVATION	920	\$40.00	\$36,800.00	\$75.00	\$69,000.00	\$90.00	\$82,800.00	\$45.51	\$41,866.35
0202216A	EXCAVATION AND REUSE OF EXISTING CHANNEL BOTTOM MATERIAL	20	\$50.00	\$1,000.00	\$100.00	\$2,000.00	\$200.00	\$4,000.00	\$113.66	\$2,273.17
0202217A	SUPPLEMENTAL STREAMBED CHANNEL MATERIAL	3,000	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.00	\$1.00	\$3,000.00
0202452A	TEST PIT	2	\$3,500.00	\$7,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$2,118.15	\$4,236.30
0202529	CUT BITUMINOUS CONCRETE PAVEMENT	110	\$15.00	\$1,650.00	\$10.00	\$1,100.00	\$7.00	\$770.00	\$8.17	\$898.36
0203202	STRUCTURE EXCAVATION - EARTH (EXCLUDING COFFERDAM AND DEWATERING)	905	\$75.00	\$67,875.00	\$80.00	\$72,400.00	\$90.00	\$81,450.00	\$33.15	\$30,001.29
0203304	STRUCTURE EXCAVATION - ROCK (EXCLUDING COFFERDAM AND DEWATERING)	20	\$350.00	\$7,000.00	\$225.00	\$4,500.00	\$1.00	\$20.00	\$48.62	\$972.32
0204001	COFFERDAM AND DEWATERING	355	\$200.00	\$71,000.00	\$450.00	\$159,750.00	\$1,600.00	\$568,000.00	\$316.68	\$112,420.73
0204139	COFFERDAM MATERIAL LEFT IN PLACE	90	\$150.00	\$13,500.00	\$100.00	\$9,000.00	\$500.00	\$45,000.00	\$53.40	\$4,806.23
0204151A	WATER HANDLING	1	\$155,000.00	\$155,000.00	\$400,000.00	\$400,000.00	\$360,000.00	\$360,000.00	\$25,000.00	\$25,000.00
0205004	ROCK IN TRENCH EXCAVATION (0' - 10' DEEP)	190	\$50.00	\$9,500.00	\$150.00	\$28,500.00	\$1.00	\$190.00	\$196.45	\$37,325.33
0207000	BORROW	620	\$30.00	\$18,600.00	\$60.00	\$37,200.00	\$90.00	\$55,800.00	\$27.52	\$17,065.31
0209001	FORMATION OF SUBGRADE	2,030	\$10.00	\$20,300.00	\$5.00	\$10,150.00	\$7.00	\$14,210.00	\$6.07	\$12,320.27
0210821A	WATER POLLUTION CONTROL	1,000	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
0213100	GRANULAR FILL	1	\$200.00	\$200.00	\$300.00	\$300.00	\$3,000.00	\$3,000.00	\$101.62	\$101.62
0216000	PERVIOUS STRUCTURE BACKFILL	370	\$110.00	\$40,700.00	\$85.00	\$31,450.00	\$100.00	\$37,000.00	\$79.09	\$29,264.82
0219001	SEDIMENTATION CONTROL SYSTEM	1,244	\$3.00	\$3,732.00	\$8.00	\$9,952.00	\$7.00	\$8,708.00	\$6.50	\$8,083.89
0219011A	SEDIMENTATION CONTROL AT CATCH BASIN	8	\$100.00	\$800.00	\$300.00	\$2,400.00	\$300.00	\$2,400.00	\$210.08	\$1,680.68
0304002	PROCESSED AGGREGATE BASE	726	\$100.00	\$72,600.00	\$70.00	\$50,820.00	\$98.00	\$71,148.00	\$68.21	\$49,518.50
0406170	HMA SUPERPAVE 1.0" (25.4) LEVEL 2	360	\$200.00	\$72,000.00	\$200.00	\$72,000.00	\$190.00	\$68,400.00	\$190.75	\$68,671.66
0406171	HMA SUPERPAVE 0.50" (12.5) LEVEL 2	12	\$400.00	\$4,800.00	\$350.00	\$4,200.00	\$500.00	\$6,000.00	\$418.40	\$5,020.85
0406172	HMA SUPERPAVE 0.375" (9.5) LEVEL 2	366	\$200.00	\$73,200.00	\$200.00	\$73,200.00	\$190.00	\$69,540.00	\$224.05	\$82,002.96
0406236	MATERIAL FOR TACK COAT	411	\$5.00	\$2,055.00	\$12.00	\$4,932.00	\$18.00	\$7,398.00	\$17.46	\$7,175.77

Project Number : BR2024-2 - 102-366 - PARTICIPATING

Project Name : REPLACEMENT OF WEST CEDAR STREET #2 BRIDGE OVER THE FIVE MILE RIVER

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0406303A	SAWING AND SEALING JOINTS	110	\$40.00	\$4,400.00	\$10.00	\$1,100.00	\$80.00	\$8,800.00	\$37.93	\$4,172.66
0406312A	GUTTER LINE SEALING FOR BRIDGES	80	\$50.00	\$4,000.00	\$10.00	\$800.00	\$65.00	\$5,200.00	\$64.47	\$5,157.95
0406999A	ASPHALT ADJUSTMENT COST	1,960	\$1.00	\$1,960.00	\$1.00	\$1,960.00	\$1.00	\$1,960.00	\$1.00	\$1,960.00
0502206A	TEMPORARY PEDESTRIAN BRIDGE	1	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00	\$275,000.00	\$275,000.00	\$125,000.00	\$125,000.00
0503001A	REMOVAL OF SUPERSTRUCTURE	1	\$250,000.00	\$250,000.00	\$148,952.00	\$148,952.00	\$160,000.00	\$160,000.00	\$65,000.00	\$65,000.00
0586001.10	TYPE "C" CATCH BASIN (0' - 10' DEEP)	4	\$7,500.00	\$30,000.00	\$8,000.00	\$32,000.00	\$5,000.00	\$20,000.00	\$5,429.39	\$21,717.57
0586005.10	TYPE "C" CATCH BASIN DOUBLE GRATE TYPE II (0' - 10' DEEP)	2	\$8,500.00	\$17,000.00	\$8,000.00	\$16,000.00	\$7,000.00	\$14,000.00	\$8,949.68	\$17,899.36
0586040.10	TYPE "C-L" CATCH BASIN (0' - 10' DEEP)	1	\$7,500.00	\$7,500.00	\$8,000.00	\$8,000.00	\$5,700.00	\$5,700.00	\$4,831.50	\$4,831.50
0586500.10	MANHOLE (4' DIAMETER) (0' - 10' DEEP)	2	\$15,000.00	\$30,000.00	\$8,000.00	\$16,000.00	\$9,200.00	\$18,400.00	\$5,520.31	\$11,040.62
0586620	RESET TYPE 'C-L' CATCH BASIN	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,290.83	\$1,290.83
0586651	RESET MANHOLE (STORM)	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$911.96	\$911.96
0586760	TYPE 'C-L' CATCH BASIN TOP	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,077.90	\$1,077.90
0586780	MANHOLE FRAME AND COVER	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$1,600.00	\$1,600.00	\$1,578.84	\$1,578.84
0586790.10	REMOVE DRAINAGE STRUCTURE (0' - 10' DEEP)	2	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,500.00	\$5,000.00	\$1,319.91	\$2,639.82
0601037A	PRECAST CONCRETE ARCHES	1	\$325,000.00	\$325,000.00	\$550,000.00	\$550,000.00	\$350,000.00	\$350,000.00	\$225,000.00	\$225,000.00
0601062	FOOTING CONCRETE	52	\$950.00	\$49,400.00	\$1,000.00	\$52,000.00	\$1,400.00	\$72,800.00	\$909.74	\$47,306.73
0601064	ABUTMENT AND WALL CONCRETE	185	\$1,200.00	\$222,000.00	\$1,000.00	\$185,000.00	\$1,700.00	\$314,500.00	\$1,435.09	\$265,491.89
0601121	PARAPET CONCRETE	156	\$450.00	\$70,200.00	\$500.00	\$78,000.00	\$600.00	\$93,600.00	\$461.69	\$72,023.50
0601122	BRIDGE SIDEWALK CONCRETE	14	\$1,000.00	\$14,000.00	\$1,000.00	\$14,000.00	\$1,600.00	\$22,400.00	\$846.96	\$11,857.44
0601502	1/2" PREMOLDED JOINT FILLER FOR BRIDGES	195	\$10.00	\$1,950.00	\$5.00	\$975.00	\$25.00	\$4,875.00	\$9.23	\$1,799.67
0602030	DEFORMED STEEL BARS - GALVANIZED	28,000	\$2.50	\$70,000.00	\$2.90	\$81,200.00	\$4.00	\$112,000.00	\$3.22	\$90,151.60
0605201A	ASHLAR STONE MASONRY	275	\$1,125.00	\$309,375.00	\$1,300.00	\$357,500.00	\$1,200.00	\$330,000.00	\$750.00	\$206,250.00
0686000.12	12" R.C. PIPE (0' - 10' DEEP)	155	\$120.00	\$18,600.00	\$150.00	\$23,250.00	\$95.00	\$14,725.00	\$106.11	\$16,447.59
0686000.24	24" R.C. PIPE (0' - 10' DEEP)	48	\$200.00	\$9,600.00	\$150.00	\$7,200.00	\$120.00	\$5,760.00	\$144.45	\$6,933.69
0686000.36	36" R.C. PIPE (0' - 10' DEEP)	4	\$500.00	\$2,000.00	\$200.00	\$800.00	\$750.00	\$3,000.00	\$129.56	\$518.22
0686000.42	42" R.C. PIPE (0' - 10' DEEP)	124	\$225.00	\$27,900.00	\$350.00	\$43,400.00	\$230.00	\$28,520.00	\$150.00	\$18,600.00
0686700.24	24" REINFORCED CONCRETE DRAINAGE PIPE	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,420.03	\$1,420.03
END										
0686700.42	24" REINFORCED CONCRETE DRAINAGE PIPE	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
END										
0686950.10	REMOVE EXISTING PIPE - 0' - 10' DEEP	126	\$30.00	\$3,780.00	\$30.00	\$3,780.00	\$60.00	\$7,560.00	\$42.51	\$5,355.63

Project Number : BR2024-2 - 102-366 - PARTICIPATING

Project Name : REPLACEMENT OF WEST CEDAR STREET #2 BRIDGE OVER THE FIVE MILE RIVER

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0702029	MICROPILE LENGTH ADJUSTMENT	415	\$50.00	\$20,750.00	\$130.00	\$53,950.00	\$80.00	\$33,200.00	\$89.51	\$37,148.39
0703011	INTERMEDIATE RIPRAP	9	\$200.00	\$1,800.00	\$200.00	\$1,800.00	\$300.00	\$2,700.00	\$183.49	\$1,651.38
0703042A	RELOCATE BOULDER	1	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$9,000.00	\$9,000.00	\$6,000.00	\$6,000.00
0706001	MICROPILES	72	\$10,000.00	\$720,000.00	\$12,500.00	\$900,000.00	\$14,000.00	1,008,000.00	\$8,416.65	\$605,998.82
0706002	VERIFICATION TEST FOR MICROPILES	2	\$40,000.00	\$80,000.00	\$25,000.00	\$50,000.00	\$50,000.00	\$100,000.00	\$31,902.38	\$63,804.76
0706003	PROOF TEST FOR MICROPILES	2	\$10,000.00	\$20,000.00	\$10,000.00	\$20,000.00	\$7,000.00	\$14,000.00	\$7,073.86	\$14,147.71
0707009A	MEMBRANE WATERPROOFING (COLD LIQUID ELASTOMERIC)	205	\$126.00	\$25,830.00	\$115.00	\$23,575.00	\$120.00	\$24,600.00	\$127.21	\$26,077.13
0708001	DAMPPOOFING	110	\$14.00	\$1,540.00	\$20.00	\$2,200.00	\$50.00	\$5,500.00	\$21.87	\$2,406.24
0728033A	NO. 8 CRUSHED STONE	606	\$10.00	\$6,060.00	\$5.00	\$3,030.00	\$4.00	\$2,424.00	\$3.85	\$2,333.10
0751821	6" STRUCTURE UNDERDRAIN	260	\$15.00	\$3,900.00	\$60.00	\$15,600.00	\$75.00	\$19,500.00	\$41.11	\$10,687.66
0755014	GEOTEXTILE (SEPARATION - HIGH SURVIVABILITY)	18	\$10.00	\$180.00	\$50.00	\$900.00	\$75.00	\$1,350.00	\$24.10	\$433.79
0815001	BITUMINOUS CONCRETE LIP CURBING	1,110	\$7.00	\$7,770.00	\$9.00	\$9,990.00	\$15.00	\$16,650.00	\$10.96	\$12,161.38
0819002A	PENETRATING SEALER PROTECTIVE COMPOUND	105	\$20.00	\$2,100.00	\$30.00	\$3,150.00	\$40.00	\$4,200.00	\$29.31	\$3,077.12
0822100.01	TEMPORARY TRAFFIC BARRIER	80	\$50.00	\$4,000.00	\$80.00	\$6,400.00	\$150.00	\$12,000.00	\$45.00	\$3,600.00
0910090A	STEEL-BACKED TIMBER GUIDERAIL - TYPE A	170	\$150.00	\$25,500.00	\$150.00	\$25,500.00	\$160.00	\$27,200.00	\$130.00	\$22,100.00
0910091A	STEEL-BACKED TIMBER GUIDERAIL - TERMINAL SECTION	4	\$5,500.00	\$22,000.00	\$4,500.00	\$18,000.00	\$5,000.00	\$20,000.00	\$5,200.00	\$20,800.00
0910092A	STEEL-BACKED TIMBER GUIDERAIL - BRIDGE ATTACHMENT	4	\$5,500.00	\$22,000.00	\$7,500.00	\$30,000.00	\$8,200.00	\$32,800.00	\$6,500.00	\$26,000.00
0912496A	REMOVE WOOD RAIL	375	\$10.00	\$3,750.00	\$10.00	\$3,750.00	\$10.00	\$3,750.00	\$8.55	\$3,206.25
0913000	REMOVE CHAIN LINK FENCE	30	\$10.00	\$300.00	\$20.00	\$600.00	\$15.00	\$450.00	\$21.40	\$641.97
0917010A	REPAIR GUIDERAIL (ESTIMATED COST)	1,000	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00	\$1.00	\$1,000.00
0921005	CONCRETE SIDEWALK RAMP	127	\$50.00	\$6,350.00	\$25.00	\$3,175.00	\$100.00	\$12,700.00	\$43.78	\$5,560.48
0921048	DETECTABLE WARNING SURFACE	17	\$40.00	\$680.00	\$50.00	\$850.00	\$90.00	\$1,530.00	\$231.00	\$3,927.00
0922001	BITUMINOUS CONCRETE SIDEWALK	190	\$90.00	\$17,100.00	\$35.00	\$6,650.00	\$100.00	\$19,000.00	\$72.26	\$13,729.29
0922501	BITUMINOUS CONCRETE DRIVEWAY	50	\$100.00	\$5,000.00	\$95.00	\$4,750.00	\$100.00	\$5,000.00	\$103.54	\$5,177.07
0944000	FURNISHING AND PLACING TOPSOIL	810	\$20.00	\$16,200.00	\$10.00	\$8,100.00	\$15.00	\$12,150.00	\$13.85	\$11,217.45
0950019A	TURF ESTABLISHMENT - LAWN	810	\$3.00	\$2,430.00	\$2.00	\$1,620.00	\$6.00	\$4,860.00	\$4.23	\$3,422.49
0950040A	CONSERVATION SEEDING FOR SLOPES	129	\$5.00	\$645.00	\$2.00	\$258.00	\$30.00	\$3,870.00	\$4.26	\$549.67
0950043A	WETLAND GRASS ESTABLISHMENT	1,000	\$3.00	\$3,000.00	\$2.00	\$2,000.00	\$2.00	\$2,000.00	\$1.24	\$1,239.30

Project Number : BR2024-2 - 102-366 - PARTICIPATING
Project Name : REPLACEMENT OF WEST CEDAR STREET #2 BRIDGE OVER THE FIVE MILE RIVER

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0952051A	CONTROL AND REMOVAL OF INVASIVE VEGETATION	500	\$25.00	\$12,500.00	\$15.00	\$7,500.00	\$17.00	\$8,500.00	\$12.37	\$6,185.80
0969062A	CONSTRUCTION FIELD OFFICE, MEDIUM	8	\$4,500.00	\$36,000.00	\$3,500.00	\$28,000.00	\$3,500.00	\$28,000.00	\$4,869.18	\$38,953.41
0970006	TRAFFICPERSON (MUNICIPAL POLICE OFFICER)	50,000	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00
0970007	TRAFFICPERSON (UNIFORMED FLAGGER)	30	\$75.00	\$2,250.00	\$1.00	\$30.00	\$75.00	\$2,250.00	\$124.47	\$3,733.96
0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1	\$185,000.00	\$185,000.00	\$39,000.00	\$39,000.00	\$25,000.00	\$25,000.00	\$116,000.00	\$116,000.00
0974001	REMOVAL OF EXISTING MASONRY	300	\$125.00	\$37,500.00	\$300.00	\$90,000.00	\$270.00	\$81,000.00	\$204.52	\$61,356.27
0975004	MOBILIZATION AND PROJECT CLOSEOUT	1	\$435,000.00	\$435,000.00	\$450,000.00	\$450,000.00	\$350,000.00	\$350,000.00	\$203,000.00	\$203,000.00
0976002	BARRICADE WARNING LIGHTS - HIGH INTENSITY	5,520	\$1.00	\$5,520.00	\$0.50	\$2,760.00	\$1.00	\$5,520.00	\$0.94	\$5,200.94
0978002	TRAFFIC DRUMS	30	\$80.00	\$2,400.00	\$75.00	\$2,250.00	\$80.00	\$2,400.00	\$71.61	\$2,148.20
0979003	CONSTRUCTION BARRICADE TYPE III	10	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$150.00	\$1,500.00	\$151.22	\$1,512.23
0979004	CONSTRUCTION BARRICADE DETECTABLE	2	\$200.00	\$400.00	\$200.00	\$400.00	\$250.00	\$500.00	\$264.38	\$528.75
0980020	CONSTRUCTION SURVEYING	1	\$216,000.00	\$216,000.00	\$125,000.00	\$125,000.00	\$25,000.00	\$25,000.00	\$29,000.00	\$29,000.00
0981100	42" TRAFFIC CONE	11	\$75.00	\$825.00	\$45.00	\$495.00	\$40.00	\$440.00	\$48.98	\$538.73
1208931	SIGN FACE-SHEET ALUMINUM (TYPE IX RETROREFLECTIVE SHEETING)	1	\$85.00	\$85.00	\$300.00	\$300.00	\$70.00	\$70.00	\$63.96	\$63.96
1208937	SIGN FACE - SHEET ALUMINUM (TYPE XI RETROREFLECTIVE SHEETING)	56	\$85.00	\$4,760.00	\$100.00	\$5,600.00	\$70.00	\$3,920.00	\$77.82	\$4,357.78
1210101	4" WHITE EPOXY RESIN PAVEMENT MARKINGS	1,076	\$1.00	\$1,076.00	\$1.00	\$1,076.00	\$1.00	\$1,076.00	\$1.22	\$1,315.52
1210102	4" YELLOW EPOXY RESIN PAVEMENT MARKINGS	1,310	\$1.00	\$1,310.00	\$1.00	\$1,310.00	\$1.00	\$1,310.00	\$1.16	\$1,520.12
1210105	EPOXY RESIN PAVEMENT MARKINGS - SYMBOLS AND LEGENDS	78	\$20.00	\$1,560.00	\$20.00	\$1,560.00	\$20.00	\$1,560.00	\$7.28	\$567.76
1220027A	CONSTRUCTION SIGNS	618	\$30.00	\$18,540.00	\$45.00	\$27,810.00	\$30.00	\$18,540.00	\$20.65	\$12,764.48
			\$4,448,188.00		\$4,854,000.00		\$5,448,474.00		\$3,345,840.27	

Apparent Low Bidder : DAYTON CONSTRUCTION COMPANY, INC.
Second Bidder : McNamee Construction Corp.
Third Bidder : NEW ENGLAND INFRASTRUCTURE, INC.

Project Number : BR2024-2 - 102-366 - NON PARTICIPATING
Project Name : REPLACEMENT OF WEST CEDAR STREET #2 BRIDGE OVER THE FIVE MILE RIVER

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1208998A	SOLAR POWERED RADAR SPEED SIGN	2	\$7,500.00	\$15,000.00	\$10,000.00	\$20,000.00	\$8,500.00	\$17,000.00	\$10,000.00	\$20,000.00
			\$15,000.00		\$20,000.00		\$17,000.00		\$20,000.00	

Apparent Low Bidder : DAYTON CONSTRUCTION COMPANY, INC.
Second Bidder : McNamee Construction Corp.
Third Bidder : NEW ENGLAND INFRASTRUCTURE, INC.



CITY OF NORWALK
James Meehan, P.E.
*Principal Engineer /
Department of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

MEMORANDUM

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

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

RE: Drainage Engineering Services for the Intersection of Meadow Street and South Main Street

DATE: November 25, 2024

Earlier this year, the Department of Public Works retained Langan CT, Inc., to perform a drainage assessment to evaluate a feasible solution at the intersection of Meadow and South Main Street in the area of the new school.

Langan CT, Inc. has completed and submitted their assessment of the area along with a proposal to provide design and construction administration services to complete the recommended project.

I would like to request that the following items be included on the agenda for the December 3, 2024, Public Works Committee meeting.

- 1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Langan CT, Inc. to provide design development and construction administration services for the above referenced project, for a sum not to exceed \$100,000.00.

Account No.

0924 40 7100 5777 C0836

A copy of the proposal is attached.

18 October 2024

Vanessa Valadares, P.E.
Chief of Public Works & Operations
Department of Public Works & Operations
City of Norwalk
125 East Ave.
Norwalk, CT 06851

**RE: Proposal for Professional Consulting Services
Design Development thru Construction Administration
Meadow and South Main Street Intersection
Norwalk, Connecticut
Langan Project No.: 140258351**

Dear Vanessa:

Langan is pleased to provide you with this proposal for professional consulting services for the proposed drainage improvements at the intersection of Meadow and South Main Street in Norwalk, Connecticut. We welcome the opportunity to continue to work with your office on this exciting project. Below is our understanding the project and our anticipated scope of work and fees.

PROJECT DESCRIPTION

Based on phone conversations with your office and the "Stormwater Management Analysis Report," prepared by Langan and dated 15 July 2024, we understand that the city would like to implement the recommendation of upsizing the pipes/structures within the Meadow and South Main Street intersections. As outlined in the report, upsizing these pipes/structures is anticipated to reduce the frequency of ponding in the intersection only for less intense storm events which do not occur during high tide or storm surge events.

This proposal will include a design development phase for documentation of the proposed improvements and both city and state permitting, construction documents, and construction administration. It is assumed that construction duration will be 6 months.

SCOPE OF SERVICES

We anticipate the following scope of our consulting services will be required for this project.

1. Surveying

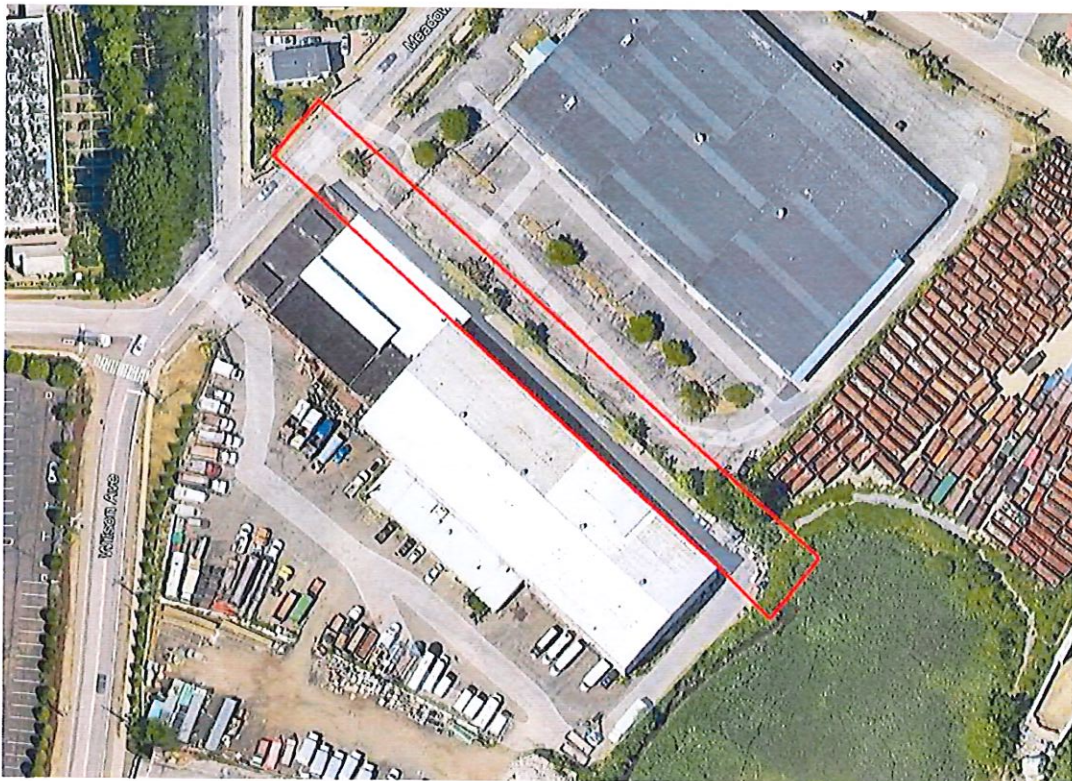
a. Partial Boundary and Topographic Survey

Partial Boundary Information - The boundary survey will include the location of property lines, easements and lease lines of record for the project parcel as determined through the analysis of deeds and maps of record, evidence located in the field, and other pertinent information including a current Title Report. The physical

locations of all above ground features will be shown in relationship to the property lines. All work will conform to Connecticut A-2 standards.

Topographic Information – Langan will prepare a computer-generated “on the ground” topographic survey of the project area. This will include one-foot contours and the location of accessible above ground physical features, including, but not limited to, buildings, parking areas, sidewalks, curbing, vegetation, and above ground utility structures. The survey limits will include the areas outlined in red below (approximately 0.6 acres). All survey data will be published in a horizontal datum of CT NAD 83, a vertical datum of NAVD 88, and will conform to Connecticut T-2 standards.

Utility Information - All accessible above ground utilities inside the project area including manholes, catch basins, inlets and/or valve locations will be shown. Storm and sanitary invert information, pipe sizes and materials will be field measured where accessible. Underground utilities (such as gas, water, and electric) will either be field measured (if there is existing mark out) or supplied through existing plans, if available. Please provide us with any record utility mapping you may have in your possession for the site.



Survey Figure

2. Site/Civil Engineering

a. Design Development

We will prepare a complete set of site work documents addressing layout, grading, drainage, and utilities for the proposed storm pipe upsizing within the Meadow St. and South Main St. intersection generally as outlined in the "Stormwater Management Analysis Report," prepared by Langan and dated 15 July 2024.

We anticipate preparing the following set of site engineering plans for this project that will be suitable for permitting with the city of Norwalk and state of Connecticut:

- Site development plan (including layout, grading, drainage, utilities, soil erosion & sediment control)
- Construction details

We will prepare a stormwater memorandum to address drainage within the project area for the proposed site improvements.

We assume that no new site lighting or new plantings, site retaining walls, or other off-site utility upgrades will be included in this project and have excluded them from our scope.

b. Construction Documents

Based on the final approved drawings and in accordance with the conditions of approval from the various required permits and any comments on the design development documents, we will further develop the design and prepare detailed drawings and technical specifications for the site components designed and detailed by Langan suitable for bidding, estimating and construction.

c. Bid Phase Assistance

We have assumed that the city or their CM will be handling the bidding process directly including the definition of any General Conditions, contractor insurance, liability limits, communication and payment protocols, etc. During this phase, we will attend 1 pre-bid walk-through with site work bidders and issue addendums to the bid documents if required. We will assist the city in selecting and awarding the contract.

d. Construction Administration

Upon your request, we would provide construction administration support including responses to Request for Information (RFIs), design bulletins based upon field conditions, meeting attendance, contractor submittal review, and final punch list creation. This task

includes up to 10 virtual meetings/site visits during construction. Regular attendance at virtual OAC calls throughout the duration of construction and full-time construction observation services are not included. Note that the extension of the construction schedule beyond 6 months may require additional fee for our continued construction administration services.

3. Traffic Engineering

a. CTDOT Permitting Coordination

Any proposed construction work within the CTDOT R.O.W. requires an encroachment permit from one of the CTDOT District Offices. As Wilson Avenue is a state road, Langan would prepare a submission to the district office for the pursuit of the encroachment permit and coordinate with the office for the issuance of that permit. Langan would assist in the preparation of encroachment permit documents and meet with CTDOT to coordinate construction. We recommend that design documents be submitted to CTDOT for preliminary review prior to contractor selection and as soon as possible to streamline the review process.

Submission to CTDOT would include a site plan, grading & drainage plan, soil and erosion control plan and stormwater drainage report. Note that the selected contractor would be ultimately responsible for pulling the encroachment permit, which would include any permit fees, bonds and insurance requirements. Langan will coordinate with CTDOT and the selected contractor to secure an approved construction plan set that the contractor can then pull the encroachment permit with.

b. Approval Process Revisions (Allowance)

Langan will review comments prepared by the CTDOT District office and respond with revised documents. We have included an allowance for up to two (2) rounds of comments. If additional rounds of comments are received, we would provide you with an updated scope and fee to cover the additional work.

4. Permitting

a. Tidal Wetland Investigation

Langan will subcontract and coordinate with a certified CT soil scientist to identify the limits of tidal wetlands located at the existing culvert outfall and headwall. They will prepare a report summarizing findings from their investigation.

b. Norwalk Coastal Site Plan Application

We will coordinate with the soil scientist to prepare the Coastal Site Plan Review application as required by the city of Norwalk Planning and Zoning Commission. This task includes the

completion of application forms with information provided by the design team and owner. Note that this task does not include any application fees or fees associated with abutter notifications or legal notice ads.

c. CTDEEP Certificate of Permission Application

We will subcontract and coordinate with the soil scientist to prepare the application and required materials for the CTDEEP Certificate of Permission application. This certificate is issued by CTDEEP Land & Water Resources Division (LWRD) for certain minor activities involving dredging, erection of structures, or fill in any tidal, coastal or navigable waters of the state in accordance with sections 22a-359 through 22a-363h of the Connecticut General Statutes (CGS). This task includes the completion of application forms with information provided by the design team and owner. Note that this task does not include any application fees or fees associated with abutter notifications or legal notice ads.

d. Army Corps (USACE Self-Verification Application

The proposed headwall improvements are anticipated to require a Self-Verification Notification From (SV) through the U.S. Army Corps of Engineers New England District (USACE). We will subcontract and coordinate with the soil scientist to prepare and submit this application package.

e. CTDEEP NDDB and Fisheries Review

We will coordinate with the soil scientist to prepare a review request submission with the CTDEEP Natural Diversity Database (NDDB) as required with the CTDEEP Certificate of Permission application.

f. Meetings and Coordination

In accordance with the applications listed above, Langan and their soil scientist will attend pre-application and presentation meetings as required. This task includes:

- 1 pre-application and up to 2 virtual Planning and Zoning Commission meetings with the city of Norwalk associated with the Coastal Site Plan application.
- 1 meeting with applicable CTDEEP and USACE staff as required for submission of the Certificate of Permission application.

g. Approval Process Revisions (Allowance)

As a part of the municipal zoning application, we will respond to review agency comments and revise and resubmit the design materials as appropriate. As the extent of revisions based

upon comments from others is unknown at this time, we have provided an allowance within this proposal for up to 2 rounds of responses and plan revisions. Langan will notify your office in writing if extensive revisions will require an increase to this allowance.

SCHEDULE OF FEES

1. Survey
 - a. Partial Boundary & Topographic Survey \$ 5,000
2. Site/Civil Engineering
 - a. Design Development \$12,500
 - b. Construction Documents \$10,000
 - c. Bid Phase Assistance \$ 5,000
 - d. Construction Administration \$15,000
3. Traffic Engineering
 - a. Encroachment Permitting & Coordination \$ 5,000
 - b. Approval Process Revisions (Allowance) \$ 5,000
4. Permitting
 - a. Tidal Wetland Investigation \$ 5,000
 - b. Norwalk Coastal Site Plan Application \$ 9,000
 - c. CTDEEP Certificate of Permission Application \$ 4,800
 - d. USACE Self-Verification Application \$ 4,800
 - e. CTDEEP NDDB & Fisheries Review \$ 3,800
 - f. Meetings & Coordination \$ 7,000
 - g. Approval Process Revisions (Allowance) \$ 5,000

Reimbursable expenses will be itemized separately. They include, but are not limited to, mileage, town mapping fees, reproduction, and express mailings. We suggest a budget allowance of \$1,500 for our reimbursable expenses.

The above fees are estimated based on our knowledge of the work effort anticipated. Allowances are provided for tasks with a scope that cannot be accurately determined at this time. Langan will notify your office in writing of additional services if it is necessary to exceed these allowances.

CONDITIONS, ASSUMPTIONS AND EXCLUSIONS

We will bill you monthly, based upon the work completed to date, and invoices are payable within 30 days.

This proposal specifically excludes: setting markers at property corners, new easement mapping, ALTA survey, private utility mark out; geotechnical engineering; environmental engineering; hazardous materials surveys; permit application fees; state and federal permitting and funding coordination; additional off-site survey; sanitary pump design; flood studies; wetland delineation and mitigation design; structural and MEP engineering services; preparation of construction cost estimates and opinions of costs; design of retaining walls, foundation drainage, dewatering and underpinning; construction observation services. We can provide all these services at an additional fee upon your request. We understand we will be granted full access to the site and that our work can be conducted within normal work hours. Any additional meetings requested by your office beyond those accounted for in the above scope will be an additional service.

CLOSURE

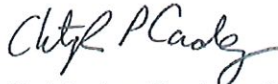
Should this proposal meet your approval, we can begin work immediately. Please sign the authorization below and return the original to our office. We appreciate the opportunity to work with your office again. Should you have any questions or comments regarding this proposal, please do not hesitate to contact us.

Sincerely,

Langan CT, Inc.



Brian Phillips, P.E.
Senior Project Manager



Christopher Cardany, P.E., LEED AP
Principal/Vice President

AUTHORIZATION

Receipt of this Proposal, including the General Terms and Conditions Supplemental Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Company: _____ ("Client")

By/Title: _____
(Authorized representative)

Signature: _____

Date: _____

Langan CT, Inc. will be the contracting entity for this proposed work. All of the work will be performed by Langan Engineering and Environmental Services, LLC, which will contract to Langan CT, Inc.

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GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.; or Langan Engineering and Environmental Services, LLC; or Langan CA, Inc.; or Langan CT, Inc.; or Langan MA, Inc.; or Langan MI, Inc.; or Langan NC, Inc.; or Langan International, LLC; or Langan International UK, LTD.; or Langan Panama, S. DE R.L.; or such other Langan entity specifically identified in the Proposal (each individually, a "LANGAN ENTITY"); and together with the proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; (vii) give immediate written notice to LANGAN whenever CLIENT becomes aware of a cyber-event impacting CLIENT's or LANGAN's data or computer systems, including but not limited to theft, dissemination or use of confidential or personally identifiable information, or breach of network security (including unauthorized access to, use of or tampering with computer systems or data, or introduction of any virus or malware); and (viii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

CLIENT acknowledges that LANGAN has expended substantial time and expense in recruiting and training its employees and that the loss of such employees would cause significant financial harm to LANGAN. CLIENT therefore agrees that during the term of this Agreement and for one (1) year following completion of the Services, not to, directly or indirectly, attempt to or actually solicit, recruit or hire, any LANGAN employee involved with the Services. In the event this provision is violated, CLIENT will, on demand, pay LANGAN damages in an amount equal to the current yearly salary of the employee. CLIENT agrees that: (i) damages for a violation of this provision are difficult to ascertain; and (ii) the amount set forth herein bears a reasonable relationship to the actual damages LANGAN would incur and does not constitute a penalty. This provision will not apply to offers of employment resulting from general solicitations in the public domain.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil

disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of Langan's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION AND SUSPENSION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party, provided, however, that LANGAN can assign this Agreement, without consent, to a subsidiary or affiliate of LANGAN. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Supplemental Terms and Conditions

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at \$.55 per mile. Sampling vans are billed at daily rates plus mileage.

TERMS

Invoices are payable within 30 days. Service charge of 1.0%/mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.



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

MEMORANDUM

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

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

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

REF: City Project BR2024-2 – State Project 102-366 Replacement Of The West Cedar Street #2 Bridge Over The Five Mile River - Bridge Number 04152

DATE: November 25, 2024

The City of Norwalk through the Department of Operations and Public Works Engineering Division (DPW) has received Federal and State funding for the above referenced Project that consists of the total replacement of the existing West Cedar Street Bridge Over the Five Mile River which was originally constructed in 1910.

As part of the original RFQ, Alfred Benesch & Company's scope of work included the Construction Administration and Inspection services for the Project. The proposal for these Services is \$458,700.00.

Therefore, I would like to request that the following item be included on the agenda for the December 3, 2024 meeting of the Public Works Committee of the Common Council for approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute the First Amendment to the Agreement between the City of Norwalk and Alfred Benesch & Company dated December 10, 2019, to provide Professional Services for the replacement design of the West Cedar Street Bridge over the Five Mile River in Norwalk, CTDOT Project No. 102-366, for a sum not to exceed \$458,700.00.

Account No's. 09 20 4021 5777 C0642
09 21 4021 5777 C0642
09 22 4021 5777 C0642
09 23 4021 5777 C0642
09 24 4021 5777 C0642
09 20 4021 5799 C0642

SPN: 0102-366
 BRIDGE NO.: 04152
 CITY OF NORWALK
 WEST CEDAR STREET #2 over FIVE MILE RIVER
 FEDERAL LOCAL BRIDGE PROGRAM
 CONSTRUCTION INSPECTION MAN-HOURS

CLASSIFICATIONS: TASKS:	CONSTRUCTION COORDINATOR	CHIEF INSPECTOR	INSPECTOR	LAND SURVEYOR	SURVEY RODMAN	CLERICAL	TOTAL
Pre-construction Meeting	4	8	--	--	--	--	12
Review Contract Documents	12	40	--	--	--	--	52
Inspection	--	1395	40	--	--	70	1505
Technical Support	140	--	--	--	--	--	140
Project Close-out	8	160	--	--	--	16	184
Overtime	--	70	--	--	--	--	70
Field Survey	--	--	--	40	40	--	80
As-Built Plans	--	40	--	--	--	--	40
(a) TOTAL HOURS	164	1713	40	40	40	86	2083
(b) HOURLY RATE	\$ 76.22	\$ 70.00	\$ 56.03	\$ 60.15	\$ 37.53	\$ 32.96	--
(c) DIRECT SALARY COST = (a) x (b)	\$ 12,500.08	\$ 119,910.00	\$ 2,241.20	\$ 2,406.00	\$ 1,501.20	\$ 2,834.56	\$ 141,393.04

(d) INDIRECT COST = (c) TOTAL X FIELD BFO RATE \$ 233,666.14

(e) PROFIT = 20.45% of (c) TOTAL \$ 28,914.88

(f) DIRECT COST ITEMS \$ 13,000.00

(g) SUBTOTAL = (c) TOTAL + (d) + (e) + (f) \$ 416,974.05 \$ 417,000.00

(h) EXTRA WORK = 10% of (g) \$ 41,697.41 \$ 41,700.00

MAXIMUM FEE = (g) + (h) \$ 458,671.46 \$ 458,700.00

SAY

n= 244 Days
 X= 1395 Hours
 165.26% Field BFO Rate*

*Benesch does not maintain split field and office overhead rates. This rate represents the CTDOT approved "Combined" BFO rate.

Direct Cost Items	
Item	Amount
1 Mileage	\$ 500.00
2 Mailings	\$ 250.00
3 Reproduction	\$ 250.00
4 Material Testing	\$ 12,000.00
5	\$ -
6	\$ -
7	\$ -
8	\$ -
9	\$ -
10	\$ -
Total	\$ 13,000.00

CJM has reviewed and verified that the Fee Proposal is accurate.

TEW 10/22/2014



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7335
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

To: Public Works Committee of the Common Council

From: Benjamin Yeung, P.E. – Senior Traffic Engineer, Transportation, Mobility, and Parking (TMP)

CC: Vanessa Valadares, P.E. – Chief, Public Works & Operations
James Travers – Director, TMP
Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP
Paul Sotnik, P.E. – Senior Civil Engineer, DPW
Sarah Cruz – Arborist / Horticulturist
Robert Stowers – Director, Recreation & Parks

Subject: December 2024 Agenda - Authorize the Mayor, Harry W. Rilling, to enter into Maintenance Agreement No. 11.05-01(24) with the Connecticut Department of Transportation under State Encroachment Permit No. 3026270 for tree planting improvements within the State right-of-way along Riverside Avenue (State Route 809) and the Norwalk River Valley Trail.

Date: November 26, 2024

Memorandum

Norwalk TMP, DPW, and Recreation & Parks Departments have coordinated on an effort to enhance safety and aesthetics for a section of the Norwalk River Valley Trail which parallels Riverside Avenue (State Route 809). 26 trees, including columnar sargent cherries, flowering dogwoods, and American sycamores, will be planted on both sides of the Norwalk River Valley Trail as it parallels Riverside Avenue between Belden Avenue and New Canaan Avenue. The section where most of the trees will be planted is directly across from Riverside Cemetery where there is small clearing with two benches and a picnic table facing the Norwalk River. This section has no guiderail separating trail users from vehicular traffic traveling 40 mph along Riverside Avenue and the one large tree in this clearing recently had to be removed due to its poor health and proximity to adjacent power lines. Street trees will be planted between the road and trail to provide a physical and visual buffer between vehicles and pedestrians/cyclists. Larger trees will be planted behind the trail in the clearing to provide shade and beautification. Two trees will also be planted near the parking lot at 38 Riverside Avenue to provide shade and beautification for trail users there.

TMP has coordinated with CT DOT on obtaining the permit to plant these trees within the State right-of-way. The permit was granted on the condition that the City agree to maintain the trees going forward. TMP, DPW, and Recreation & Parks staff are all aware of this agreement. The trees will be planted through the City's on-call contract with Almstead Tree, Shrub, & Lawn Care Company, and after completion of the planting, the trees will be maintained by City Operations crews.

REQUESTED ACTION: Authorize the Mayor, Harry W. Rilling, to enter into Maintenance Agreement No. 11.05-01(24) with the Connecticut Department of Transportation under State Encroachment Permit No. 3026270 for tree planting improvements within the State right-of-way along Riverside Avenue (State Route 809) and the Norwalk River Valley Trail.

ACCOUNT NO.	AMOUNT*
0924 3750 5777 C0777	\$12,134.47
0925 4021 5777 C0233	\$12,134.47
TOTAL	\$24,268.93

*Amounts listed for furnishing/planting of trees and provision of topsoil by Almstead.

Sincerely,



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

November 14, 2024

The Honorable Harry W. Rilling
Mayor, City of Norwalk
125 East Ave.
Norwalk, CT 06856

Dear Mayor, Rilling:

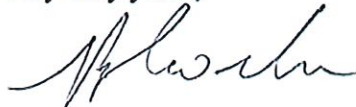
Subject: Maintenance Agreement No. 11.05-01(24)
Planting and Maintain Trees.
34 Riverside Avenue, Norwalk

Enclosed are two signed copies of the subject Maintenance Agreement prepared for signature. When completed, the Agreement, in conjunction with the Encroachment Permit will allow the City of Norwalk (City) to construct and thereafter to maintain the streetscape improvements within the right-of-way as described in Maintenance Agreement 11.05-01(24) and Permit No. 3026270.

Any alterations or deletions of this Agreement will void this Agreement and Encroachment Permit allowing the City to work within the State right-of-way. Please comply with the following instructions: (a) affix your signature and the date in the space provided on each of the two copies of the Agreement; (b) have the correct acknowledgment executed by a Notary Public on the Agreement, affixing the embossed seal, and date of the commission expiration adjacent to the signature; (c) record a fully executed copy in the City land records; (d) return a fully executed and recorded copy to our office at: Connecticut Department of Transportation, District 3 Special Services Section, 140 Pond Lily Avenue, New Haven, CT 06515.

If there are any questions, please contact Ms. Tracy May, Transportation Supervising District Services Agent, at tracy.may@ct.gov or (203) 389-3007.

Very truly yours,



Pasqualino Bruno
Special Services Section Manager
Bureau of Highway Operations

Enclosure

RECORDED IN _____ LAND RECORDS AT VOLUME _____ PAGE _____

Agreement No. 11.05-01(24)

MAINTENANCE AGREEMENT

BETWEEN

STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION

AND

CITY OF NORWALK

THIS MAINTENANCE AGREEMENT ("Agreement") is entered into as of the Effective Date (as hereinafter defined) by and between the State of Connecticut, Department of Transportation ("CTDOT"), acting herein by its Commissioner or duly authorized designee, and City of Norwalk ("Municipality"), acting herein by its duly authorized official. CTDOT and Municipality each a "Party", collectively "Parties".

RECITALS

WHEREAS, City of Norwalk has requested permission of CTDOT to work within the Highway Right-of-Way (as hereinafter defined) located at 34 Riverside Avenue, to planting and maintain trees, (the "Project");

WHEREAS, CTDOT is willing to grant permission to City of Norwalk to complete the Project on the condition that Municipality agrees to maintain the Project after its completion subject to the terms and conditions of this Agreement; and

WHEREAS, CTDOT has the authority, pursuant to Sections 13a-247, 13b-17 and 13b-24 of the Connecticut General Statutes, as revised, to enter into this Agreement.

NOW, THEREFORE, subject to all the terms and conditions of this Agreement, and in consideration of the mutual covenants and agreements herein contained, CTDOT and Municipality agree as follows:

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following respective meanings:

Claims: All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

Encroachment Permit: Encroachment Permit No. 3026270 that is issued by the appropriate CTDOT District exclusively to commence work on the Project.

Environmental Laws: Any Federal, State or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. Section 9601 *et seq.*, the Federal Oil Pollution Act of 1990, 33 U.S.C. Section 2701, *et seq.*, the Federal Toxic Substances Control Act, 15 U.S.C. Section 2601 *et seq.*, the Federal Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 *et seq.*, the Federal Hazardous Material Transportation Act, 49 U.S.C. Section 1801 *et seq.*, the Federal Clean Air Act, 42 U.S.C. Section 7401 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*, the River and Harbors Act of 1899, 33 U.S.C. Section 401 *et seq.*, and all rules and regulations of the United States Environmental Protection Agency, or any other State, local or Federal agency or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

Hazardous Substances: Any and all materials, chemicals, or other substances that are hazardous or toxic or otherwise regulated or controlled pursuant to any of the Environmental Laws.

Highway Right-of-Way: Real property, reserved for State highway purposes, owned and controlled by CTDOT and containing the roadway, roadside, drainage systems or other appurtenances necessary for public travel.

Municipality Parties: A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Municipality is in privity of oral or written contract and Municipality intends for such other person or entity to perform under the Agreement in any capacity.

Plans: The plans for the Project as approved by CTDOT.

Premises: The area in which the Project is located.

Project: Has the meaning given to it in the Recitals.

Records: All working papers and such other information and materials as may have been accumulated by Municipality in performing the Agreement, including but not limited to, documents, data, plans, subcontracts, books, accounts, computations, compensation, bills, invoices, drawings, surveys, designs, specifications, notes, reports, records, audits, publications, estimates, logs, diaries, summaries, memoranda, emails, text messages, calendars, correspondence, maps, photographs, or videos, kept, stored, or maintained in any form.

State: The State of Connecticut, including CTDOT and any office, department, board, council, commission, institution or other agency or entity of the State.

2. MUNICIPALITY WORK: MAINTENANCE.

A. Once the Project is completed, Municipality shall, at its own cost and expense, promptly maintain and restore the Project in compliance and accordance with the following:

- (i) CTDOT's maintenance standards as outlined in the "State of Connecticut, Department of Transportation, Manual of Organization, Functions and Procedures" 1997 edition, as may be amended from time to time;
- (ii) requirements, if any, set forth in the Encroachment Permit;
- (iii) any directive or requirement by CTDOT; and
- (iv) All pertinent laws, ordinances, rules and regulations, whether State, Federal, or municipal.

Municipality shall seek a new encroachment permit from the appropriate CTDOT District for any further maintenance, restoration, or other activities related to the Project. Municipality shall complete any further maintenance, restoration, or other activities, to CTDOT's satisfaction. Municipality acknowledges that CTDOT may at any time inspect the Premises to ensure the Project continues to conform with CTDOT's maintenance standards and policies, that shall include, but not be limited to, protection of traffic at all times during all further maintenance, restoration, or other activities in accordance with the terms of the Permit and any subsequent encroachment permit.

B. Municipality shall be responsible to repair and correct, to CTDOT's satisfaction, any damage to State assets, including but not limited to, curbing, sidewalks, structures, vegetation, or any other appurtenances with the Highway Right-of-Way, caused by Municipality or any Municipality Parties while conducting the Project under this Agreement.

C. Municipality shall reimburse CTDOT for any and all costs and expenses of every name and description borne by CTDOT as a result of the Project including, but not limited to, investigation, inspection, maintenance, relocation, administration, legal and processing. Municipality further agrees that there shall be no exception to, exclusion from, or limitation of such reimbursement unless specifically set forth in a properly executed supplemental agreement written for this purpose. CTDOT has the right to claim and recover by process of law from Municipality such sums or otherwise receive satisfaction as may be sufficient to correct any and all errors, defects or deficiencies regarding or relating to the Project.

D. Municipality assumes full responsibility for the accuracy of all of its work or that of any Municipality Parties and shall so indicate the same by having the signature and Connecticut Professional Engineer's Seal of any engineer used to perform work under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

E. Municipality shall record this Agreement (including any supplements thereto, if any) once fully executed in the land records of the Municipality, at no expense to CTDOT.

Municipality understands and agrees that failure to record the Agreement may result in CTDOT revoking the Encroachment Permit, CTDOT terminating the Agreement, or both, whichever is (are) deemed appropriate by CTDOT.

3. RELOCATION AND RESTORATION. In the event that CTDOT deems it advisable, convenient or necessary to design, redesign, construct, reconstruct, install or maintain any improvement, including, but not limited to, any drainage facility, sidewalk, utility, curbing or roadway, within the Premises, Municipality shall be solely responsible for the cost and expense of relocating or removing the Project as may be required by CTDOT as a result of such future activity. Any relocation site proposed by Municipality is subject to CTDOT's consent. Municipality waives any right to reimbursement of costs and expenses that it may have against CTDOT for any relocation or removal. In no event shall CTDOT be responsible for any damage incurred to either Municipality's property or the Project as the result of the removal or relocation. Upon the Term's expiration or earlier termination of this Agreement, the Project shall be removed and the Premises shall be restored by Municipality at its sole cost and expense to either its original condition or a condition as approved by CTDOT in its sole discretion. If Municipality fails to perform such removal and restoration after written notice from CTDOT, CTDOT may take steps to remove the Project and restore the Premises, and any costs incurred by CTDOT in doing so shall be reimbursed by the Municipality.

4. TERM. The term of this Agreement ("Term") shall commence of the Effective Date and continue until terminated in accordance with the provisions of this Agreement.

5. ENVIRONMENTAL LAW. Municipality shall comply strictly and in all respects with the requirements of the Environmental Laws. Furthermore, Municipality and Municipality Parties shall not allow others to store, generate or use any Hazardous Substances at, on, or under the Premises.

6. ENVIRONMENTAL EVENT AND ENVIRONMENTAL RECORDS RETENTION. Municipality, for a period of ten (10) years following the date of termination of this Agreement, shall maintain copies of all Records required by law to be generated by it with respect to environmental conditions on the Premises and of all incidents impacting same ("Event"). For purposes of this Agreement, an Event shall include, but not be limited to, the discharge, spillage, uncontrolled loss, seepage, or infiltration, of oil, or petroleum, or chemical liquids or solid, gaseous products, or hazardous waste, or waste regulated under State or Federal law. Within twenty-four (24) hours following the occurrence of any Event, Municipality shall notify CTDOT of same in writing. Said notification to CTDOT shall be in addition to, and not in lieu of, any and all other Record keeping and reporting requirements imposed upon Municipality by law. Upon written request by CTDOT, Municipality shall permit CTDOT to inspect any and all Records required to be maintained hereunder, and promptly shall provide CTDOT with such copies of same as CTDOT may request in writing, at no cost to CTDOT. Municipality hereby waives any claim of privilege that may attach to said Records.

7. INSURANCE. With respect to the operations performed by Municipality under the terms of this Agreement and also those performed by Municipality Parties, Municipality shall carry for the duration of this Agreement, and any supplements thereto, with CTDOT being named as an additional insured party for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to CTDOT. In the event Municipality secures excess/umbrella liability

insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, CTDOT and the State shall be named as an additional insured.

A. COMMERCIAL GENERAL LIABILITY

Municipality shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

C. RAILROAD PROTECTIVE LIABILITY

When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by Municipality and/or Municipality Parties, Municipality shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) CTDOT and the State, and (v) any other party with an insurable interest. If such insurance is required, Municipality shall obtain and submit the minimum coverage indicated above to CTDOT prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by CTDOT.

D. WORKERS' COMPENSATION

With respect to all operations Municipality performs, and all those performed for Municipality by Municipality Parties, Municipality and Municipality Parties contracted to perform operations, shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with

the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

E. CERTIFICATE OF INSURANCE

Municipality agrees to furnish to CTDOT a Certificate of Insurance on form(s) acceptable to CTDOT, in conjunction with Items A, B, C, and D above, fully executed by an insurance company or companies satisfactory to CTDOT, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. Municipality further agrees to notify CTDOT within five (5) business days of any cancellation or material insurance coverage change as required by this Agreement.

Municipality shall provide a copy or copies of all applicable insurance policies prior to the effective date of the Agreement, and whenever requested by the State subsequent to the effective date of the Agreement. The Municipality shall not begin performance under this Agreement until the delivery of the policy(ies) to CTDOT. In providing said policies, Municipality may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

8. NOTICE. It is mutually understood and agreed by the Parties hereto that any official notice from one such Party to the other such Party (or Parties), in order for such notice to be binding thereon, shall:

(a) be in writing (hardcopy) addressed to:

(i) when CTDOT is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546,
Newington, Connecticut 06131-7546;

(ii) when Municipality is to receive such notice -

the person(s) acting herein as signatory for Municipality receiving such notice;

- (b) be delivered in person, by email with acknowledgement of receipt, by United States Postal Service with return receipt requested by any method identified by the mailing standards of the U.S. Postal Service, or by recognized courier; and
- (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well

as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent Agreement is concluded pursuant to the adherence to this specification.

9. STATE OF CONNECTICUT REQUIRED PROVISIONS. The Parties agree that this Agreement is made subject to each and every requirement contained in the "State of Connecticut Required Provisions" set forth on EXHIBIT A, attached hereto and incorporated herein.

10. ENTIRE AGREEMENT. This Agreement, when fully executed by both Parties, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties; and nothing contained in the terms or provisions of this Agreement shall be construed as waiving any of the rights of State under the laws of the State of Connecticut. Each recital and exhibit referred to in this Agreement shall be considered a part of this Agreement as if fully set forth herein.

11. NO CHANGE OR MODIFICATION. No change or modification of any of the covenants, terms or provisions hereof will be valid unless in writing and signed by the Parties. Nothing herein shall prevent the Parties from amending this Agreement pursuant to the preceding sentence. There are no understandings or agreements of any kind between the Parties with respect to the subject matter hereof, verbal or otherwise, other than as set forth in this Agreement.

12. CONFLICT. In case of conflict between the Agreement and terms or requirements of any other documents, the Agreement shall govern.

13. SEVERABILITY. The provisions of this Agreement are severable and it is the intention of the Parties that if this Agreement cannot take effect in its entirety because of the final judgment of any court of competent jurisdiction holding invalid any part or parts thereof, the remaining provisions of the Agreement will be given full force and effect as completely as if the part or parts held invalid had not been included therein.

14. COUNTERPARTS. This Agreement may be signed in counterpart copies, all of which, taken together, shall constitute but one and the same document.

15. EFFECTIVE DATE. This Agreement shall become effective and binding on CTDOT and Municipality as of the date it shall have been executed by CTDOT (the "Effective Date").

[Signature pages immediately follow.]

Agreement No. 11.05-01(24)

IN WITNESS WHEREOF, the Parties have caused these presents to be executed by their proper representatives, thereunto duly authorized, as of the Effective Date.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Garrett T. Eucalitto, Commissioner

WITNESSES:

Witness Signature: [Signature]

Print Name: Markus Miller

Witness Signature: [Signature]

Print Name: Claudia Valer

By: [Signature]

Donald Remson
Transportation Maintenance Director
Bureau of Highway Operations

Date: 11/13/24

STATE OF CONNECTICUT

COUNTY OF New Haven

) ss: New Haven

On this the 13th day of November, 2024, before me, the undersigned officer, personally appeared Donald Remson, who acknowledged himself to be Transportation Maintenance Director of the Department of Transportation, State of Connecticut, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and acknowledged the same to be his free act and deed as such Director and the free act and deed of the Department of Transportation, State of Connecticut, before me.

[Signature]
Commissioner of the Superior Court
Notary Public

My Commission Expires: 8/31/2029

Agreement No. 11.05-01(24)

MUNICIPALITY _____

WITNESSES:

Witness Signature:

By: _____

Print Name:

Witness Signature:

Print Name:

Date: _____

STATE OF CONNECTICUT

COUNTY OF _____) ss: _____

Personally appeared for Municipality, _____, Signer and Sealer of the foregoing Instrument and acknowledged the same to be the free act and deed of _____, and his free act and deed as _____, before me.

Notary Public

My Commission expires _____

EXHIBIT A

State of Connecticut Required Provisions (Municipality Agreements) Rev. 8/2023

For the purposes of this document, references to "contract" or "Contract" mean this Agreement, references to "contractor" or "Contractor" mean the Municipality, and references to "Contractor Parties" mean "Municipality Parties".

1. Audit Clause. Audit Requirements. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

2. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. Disclosure of Records. Intentionally omitted – Not Applicable.

4. Access to Contract and State Data. Intentionally Omitted – Not Applicable.

5. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Termination for Convenience. Notwithstanding any provisions in this Contract, CTDOT, through a duly authorized employee, may terminate the Contract whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall notify

the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.

7. Tangible Personal Property. Intentionally Omitted – Not Applicable.

8. Indemnification.

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

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

10. **Summary of State Ethics Laws.** Intentionally Omitted – Not Applicable.

11. **Audit and Inspection of Plants, Places of Business and Records.**
Intentionally Omitted – Not Applicable.

12. **Campaign Contribution Restriction.** Intentionally Omitted – Not Applicable.

13. **Protection of Confidential Information.**

For the purposes of this Section 13, the following definitions apply:

“Confidential Information” shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that CTDOT classifies as “confidential” or “restricted.” Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

“Confidential Information Breach” shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, CTDOT or State.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement, and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of CTDOT or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

- (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify CTDOT and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess, or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, CTDOT and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from CTDOT, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate (as defined in 45 C.F.R. § 160.103) of CTDOT.

14. Executive Orders and Other Enactments

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973,

concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

15. **Nondiscrimination.** Intentionally Omitted – Not Applicable.

16. **Health Insurance Portability and Accountability Act.** Intentionally Omitted – Not Applicable.

17. **Iran Investment Energy Certification.** Intentionally Omitted – Not Applicable.

18. Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____ Consultant's Name and Title	_____ Name of Firm (if applicable)
--------------------------------------	---------------------------------------

_____ Start Date	_____ End Date	_____ Cost
---------------------	-------------------	---------------

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency

Termination Date of Employment

19. Large State Contract Representation for Contractor. Intentionally Omitted – Not Applicable.

20. Large State Contract Representation for Official or Employee of State Agency. Intentionally Omitted– Not Applicable.

21. Compliance with Consumer Data Privacy and Online Monitoring. Intentionally Omitted– Not Applicable.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF HIGHWAY OPERATIONS AND
MAINTENANCE



☐ DISTRICT 1 (1107 Cromwell Avenue, Rocky Hill, CT 06067) (860) 258-4544 ☒ DISTRICT 3 (140 Pond Lily Avenue, New Haven, CT 06515) (203) 389-3000

☐ DISTRICT 2 (171 Salem Turnpike, Norwich, CT 06360) (860) 823-3230 ☐ DISTRICT 4 (359 South Main Street, Thomaston, CT 06787) (203) 591-3627

Date: 11/14/2024 APPLICATION FOR REVIEW OF ENCROACHMENT PERMIT

The attached check list is to be included with and considered part of the application.
(PLEASE FILL OUT COMPLETELY. NOTE: ORIGINAL SIGNATURE OF OWNER REQUIRED - BLUE INK)

PMT-1 Rev.10/18

Description of Project: Norwalk River Valley Trail - Riverside Avenue - Landscape Beautification

Location: Riverside Avenue (SR 809) between New Canaan Avenue (SR 123) and Belden Avenue (US Route 1) - see attached plans
(complete street address, if none, provide map/block/lot information and provide plan(s) as needed)

Town and Zip Code: Norwalk, CT 06850

FOR COMMERCIAL PROPOSALS ONLY

Proposed Gross Floor Area (GSF) and Land Use: Total Parking Spaces:

Planning and Zoning Approval:

Date Received: Date Expected: Not Required: ☒

Property Owner's Name as noted in the Municipal Land Records: City of Norwalk

(If there is more than one land owner, a separate application page shall be shown for each)

Street Address: 125 East Avenue

Town, State, & Zip Code: Norwalk, CT 06856-5125

Telephone: 203-854-7736

Mobile Number: 203-939-4453

Email: JTravers@norwalkct.gov

Developer/Applicant/Representative's Name (If different from Owner): Gary Norman, Almstead Tree, Shrub + Lawn Care Co.

Street Address: 547 Hope Street

Town, State, & Zip Code: Stamford, CT 06907

Telephone: 203-348-4111

Mobile Number: -

Email: gnorman@almstead.com

By signing this form, the owner indicates that the authorized representative designated below is conferred general authority to act on behalf of the owner/developer with respect to all matters arising from the review of this application.

X Property Owner's Signature (Original/Blue Ink)

James Travers

Property Owner's Name

X Developer/Applicant/Representative's Signature (Original)

Gary Norman

Developer/Applicant/Representative's Name (Typed)

Branch Manager

Developer/Applicant/Representative's Title

Fee: (for DOT use) //
\$ Rec'd:

Name of Surety Company: _____

Bond Amount: _____ Required Amount for Job: _____ Bond #: _____

Name of Party to whom Bond is Issued: _____

Phone Number: _____

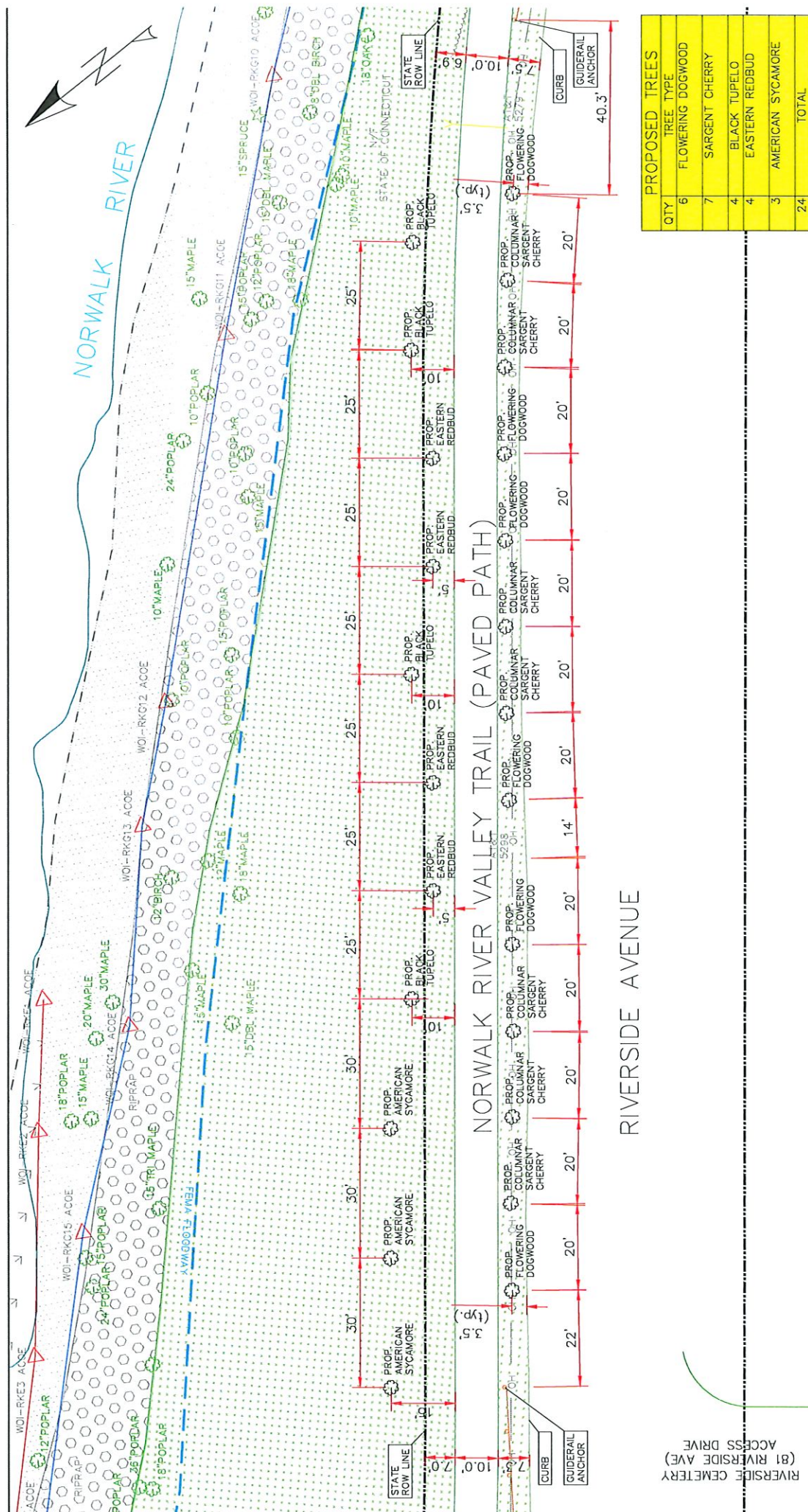
Insurance Policy Number: _____ Expiration: _____

Name of Party to whom Insurance is Issued: _____

Phone Number: _____

In evaluating this application, the Office of Maintenance will rely on the information provided by the applicant. If such information subsequently proves to be false, deceptive, incomplete, and/or inaccurate, the Department reserves the right to deny the reviewed application and require a resubmission.

☐ OSTA ☐ TRAFFIC ☐ DRAINAGE ☐ PDU ☐ DISTRICT ☐ PUBLIC TRANS. ☐ OTHER



PROPOSED TREES	
QTY	TREE TYPE
6	FLOWERING DOGWOOD
7	SARGENT CHERRY
4	BLACK TUPELO
4	EASTERN REDBUD
3	AMERICAN SYCAMORE
24	TOTAL

REVISIONS		DATE	BY	CITY OF CHICAGO DEPARTMENT OF TRANSPORTATION, MOBILITY, AND PARKING
NORWALK RIVER VALLEY TRAIL TREE ADDITIONS				
Landscape Plan 1				
RIVERVIEW AVENUE BETWEEN RIVERVIEW CEMETERY ENTRANCE AND HILL STREET				
DATE	DESCRIPTION	DATE	BY	SCALE: 1" = 30'
01/20/2021	1	02/01/2021	1	1" = 30'
02/01/2021	2	02/01/2021	1	1" = 30'
02/01/2021	3	02/01/2021	1	1" = 30'
02/01/2021	4	02/01/2021	1	1" = 30'
02/01/2021	5	02/01/2021	1	1" = 30'
02/01/2021	6	02/01/2021	1	1" = 30'
02/01/2021	7	02/01/2021	1	1" = 30'
02/01/2021	8	02/01/2021	1	1" = 30'
02/01/2021	9	02/01/2021	1	1" = 30'
02/01/2021	10	02/01/2021	1	1" = 30'
02/01/2021	11	02/01/2021	1	1" = 30'
02/01/2021	12	02/01/2021	1	1" = 30'
02/01/2021	13	02/01/2021	1	1" = 30'
02/01/2021	14	02/01/2021	1	1" = 30'
02/01/2021	15	02/01/2021	1	1" = 30'
02/01/2021	16	02/01/2021	1	1" = 30'
02/01/2021	17	02/01/2021	1	1" = 30'
02/01/2021	18	02/01/2021	1	1" = 30'
02/01/2021	19	02/01/2021	1	1" = 30'
02/01/2021	20	02/01/2021	1	1" = 30'
02/01/2021	21	02/01/2021	1	1" = 30'
02/01/2021	22	02/01/2021	1	1" = 30'
02/01/2021	23	02/01/2021	1	1" = 30'
02/01/2021	24	02/01/2021	1	1" = 30'
02/01/2021	25	02/01/2021	1	1" = 30'
02/01/2021	26	02/01/2021	1	1" = 30'
02/01/2021	27	02/01/2021	1	1" = 30'
02/01/2021	28	02/01/2021	1	1" = 30'
02/01/2021	29	02/01/2021	1	1" = 30'
02/01/2021	30	02/01/2021	1	1" = 30'
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02/01/2021	32	02/01/2021	1	1" = 30'
02/01/2021	33	02/01/2021	1	1" = 30'
02/01/2021	34	02/01/2021	1	1" = 30'
02/01/2021	35	02/01/2021	1	1" = 30'
02/01/2021	36	02/01/2021	1	1" = 30'
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02/01/2021	38	02/01/2021	1	1" = 30'
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02/01/2021	58	02/01/2021	1	1" = 30'
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02/01/2021	60	02/01/2021	1	1" = 30'
02/01/2021	61	02/01/2021	1	1" = 30'
02/01/2021	62	02/01/2021	1	1" = 30'
02/01/2021	63	02/01/2021	1	1" = 30'
02/01/2021	64	02/01/2021	1	1" = 30'
02/01/2021	65	02/01/2021	1	1" = 30'
02/01/2021	66	02/01/2021	1	1" = 30'
02/01/2021	67	02/01/2021	1	1" = 30'
02/01/2021	68	02/01/2021	1	1" = 30'
02/01/2021	69	02/01/2021	1	1" = 30'
02/01/2021	70	02/01/2021	1	1" = 30'
02/01/2021	71	02/01/2021	1	1" = 30'
02/01/2021	72	02/01/2021	1	1" = 30'
02/01/2021	73	02/01/2021	1	1" = 30'
02/01/2021	74	02/01/2021	1	1" = 30'
02/01/2021	75	02/01/2021	1	1" = 30'
02/01/2021	76	02/01/2021	1	1" = 30'
02/01/2021	77	02/01/2021	1	1" = 30'
02/01/2021	78	02/01/2021	1	1" = 30'
02/01/2021	79	02/01/2021	1	1" = 30'
02/01/2021	80	02/01/2021	1	1" = 30'
02/01/2021	81	02/01/2021	1	1" = 30'
02/01/2021	82	02/01/2021	1	1" = 30'
02/01/2021	83	02/01/2021	1	1" = 30'
02/01/2021	84	02/01/2021	1	1" = 30'
02/01/2021	85	02/01/2021	1	1" = 30'
02/01/2021	86	02/01/2021	1	1" = 30'
02/01/2021	87	02/01/2021	1	1" = 30'
02/01/2021	88	02/01/2021	1	1" = 30'
02/01/2021	89	02/01/2021	1	1" = 30'
02/01/2021	90	02/01/2021	1	1" = 30'
02/01/2021	91	02/01/2021	1	1" = 30'
02/01/2021	92	02/01/2021	1	1" = 30'
02/01/2021	93	02/01/2021	1	1" = 30'
02/01/2021	94	02/01/2021	1	1" = 30'
02/01/2021	95	02/01/2021	1	1" = 30'
02/01/2021	96	02/01/2021	1	1" = 30'
02/01/2021	97	02/01/2021	1	1" = 30'
02/01/2021	98	02/01/2021	1	1" = 30'
02/01/2021	99	02/01/2021	1	1" = 30'
02/01/2021	100	02/01/2021	1	1" = 30'









DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
James Meehan, P.E.
*Principal Engineer /
Department of Engineering*
125 East Avenue
Norwalk, CT 06851
Office: (203) 854-7731
www.norwalkct.gov
jmeehan@norwalkct.gov

MEMORANDUM

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

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

RE: Drainage Engineering Services for the Intersection of Meadow Street and South Main Street

DATE: November 26, 2024

On August 12, 2019, the City of Norwalk entered into a contract agreement with Woodard & Curran, Inc., to provide on-call professional engineering services for storm drainage system evaluations at various locations.

Recently, the Public Works Department received two additional proposals from Woodard & Curran to implement smaller scale projects that could alleviate specific areas of serious flooding within the study area.

The engineering department has reviewed the submitted proposals and based on their basic approach to the project, the qualifications of the consulting team, their understanding of the drainage issues within the study area, the hourly chargeable rate and manpower requirements, it would be our recommendation to retain the services of Woodard & Curran, Inc., for professional engineering services for this project for an amount not to exceed \$43,000.00.

Therefore, we would like to request the following item be included on the agenda for the December 3, 2024 meeting of the Public Works Committee of the Common Council for approval:

3. Authorize the Mayor, Harry W. Rilling to execute a Seventh Amendment to the Woodard & Curran Agreement dated August 12, 2019, to provide Professional Engineering Services for flood remediation at specific locations in accordance with Professional Services Task Order 24-1 dated August 22, 2024 and Professional Services Task Order 25-1 dated November 25, 2024, for a sum not to exceed \$43,000.00

Account No. 134010 5796 APW06
09 24 4062-5777 C0361

A copy of the Professional Services Task Order is attached.

If you have any questions, please do not hesitate to call me.

PROFESSIONAL SERVICES TASK ORDER

Task Order 24-1

August 22, 2024

Exhibit A: Scope of Work

Storm Drainage Design Services – New Canaan Avenue & Ponus Avenue Model Expansion

BACKGROUND

Woodard & Curran, Inc. (Woodard & Curran) conducted a hydrologic and hydraulic study in 2022 to evaluate the storm drainage systems in the New Canaan Avenue and Ponus Avenue area of Norwalk, Connecticut where frequent flooding has been reported in roadways and on private properties. The study analyzed the flood risks to public and private properties; identified existing hydraulic deficiencies in the neighborhood; and evaluated flood mitigation alternatives for the City of Norwalk's (City) consideration to reduce the frequency, extents, and/or duration of flooding. At this time, the City is requesting that Woodard & Curran expand the existing XPSWMM 1D/2D model by adding in the southeastern basin and analyzing the existing drainage system within Maher Drive and Norvel Road. The proposed model expansion activities are described in more detail in the scope that follows.

SCOPE OF WORK:

The intent of this Task Order is to provide engineering services associated with expanding the existing model for the New Canaan Avenue and Ponus Avenue drainage system.

MODEL EXPANSION & REPORTING

Woodard & Curran will commence this work with field visit with the City Engineer to investigate the Maher Drive and Norvel Road areas. Woodard & Curran will collect data that is needed to expand the existing model. This data collection effort will include the following:

- The field visit will be attended by one Woodard & Curran staff and an Engineer for the City, for an estimated 2 hours. The City will collect any detailed information (measure downs, pipe size or material, etc..). identified during the field visit, on the existing drainage structures and provide the information to Woodard & Curran.
- Following the data collection effort, Woodard & Curran will revise the existing XPSWMM 2D model to include the southeastern basin that was not included in the original model, and to expand the 1D drainage system within Maher Drive and Norvel Road to the existing ditch. The expanded study extents are shown in the figure below.

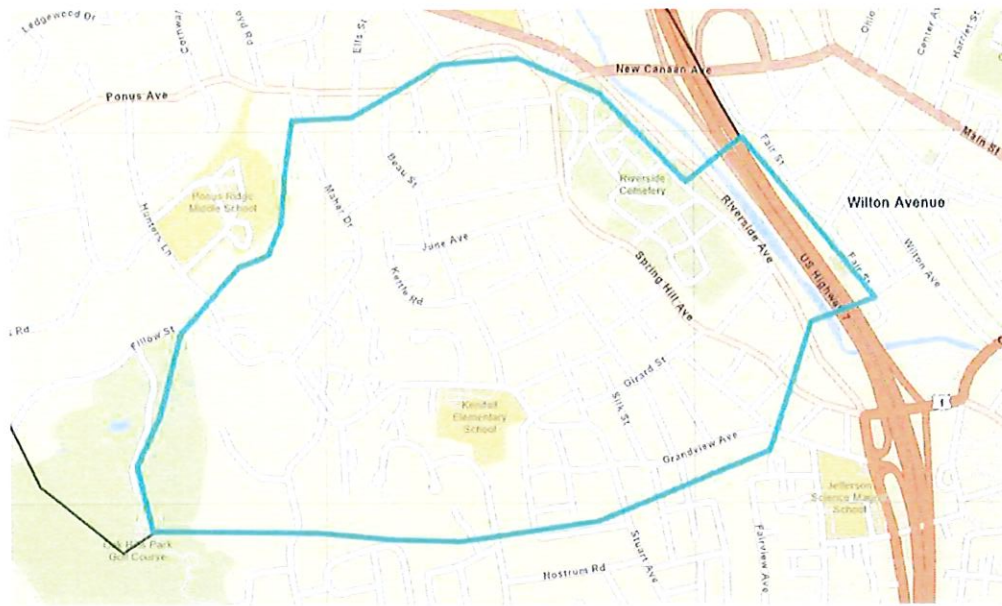


Figure 1: Expanded Study Area Boundary with City Storm System

- Woodard & Curran will run expanded models and validate the results, if the data is available (e.g., local flooding report information).
- Woodard & Curran will prepare PowerPoint slides of the results and present them to the City during a 1-hour hybrid meeting at City Hall.

This scope of services does not include the preparation of a report on our findings. If the City requests a report on the analyses, Woodard & Curran will provide a separate amendment and fee for those services.

ASSUMPTIONS

The following represents W&C's understanding of items that need additional clarification and/or assignment of responsibility for work.

1. The City will obtain access to private properties when required to obtain data for model expansion.
2. W&C will receive as-built locations of all subsurface infrastructure from the City of Norwalk in electronic GIS format, with a separate layer for each utility type (i.e., water, sewer, gas, electric, communications, etc.). The proposal is based on the City having this information and assumes that GPR or other subsurface utility locating services are not required.
3. Woodard & Curran will advise the City if and when additional funding is required to complete the above-noted engineering services, which is a function of the number of meetings/conference calls requested by the City, the number and complexity of comments received from the City requiring evaluation and response, and any potential additional changes to services provided in this task order.
4. Our scope does not include any services not explicitly included in the detailed scope of work above. A proposal can be provided for any additional services beyond the scope of the tasks included herein.

COMPENSATION

Woodard & Curran proposes to perform the work described within this proposal on a Lump Sum Basis, invoiced monthly based upon the percentage of work complete for each Task. The following chart provides a breakdown of the basic and reimbursable services.

Basic Services Tasks	Budget
Model Expansion & Reporting	\$18,200

SCHEDULE

Woodard & Curran is available to begin work on this project immediately and estimates the phase described herein can be completed within 6 weeks of Authorization to Proceed.

TERMS AND CONDITIONS

This work will be completed per the Terms and Conditions on the "Agreement by and Between the City of Norwalk and Woodard & Curran, Inc for ON-call Engineering Services for Storm Drainage Systems Evaluations," executed August 12, 2019. If the City finds this task order acceptable, we understand a formal authorization will be issued as an Amendment to the original agreement to proceed prior to initiating the work.

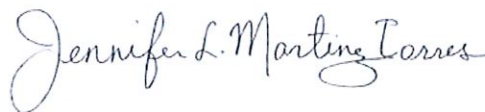
We appreciate the opportunity to continue to support the City. If you have questions, please do not hesitate to call me directly at 914-960-2836 or via email at acatalano@woodardcurran.com.

Sincerely,

WOODARD & CURRAN, INC.



Anthony Catalano, P.E.
Vice President, Senior Principal



Jennifer L. Martinez Torres, P.E.
Project Manager

PN 232240.03

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.

CITY OF NORWALK

Signature

Date

Signature

Date

Name (printed)

Name (printed)

Title

Title

PROFESSIONAL SERVICES TASK ORDER

Task Order 25-1

November 25, 2024 (Revision)

Exhibit A: Scope of Work

**Storm Drainage Design Services –
Cornwall Road/New Canaan Avenue Stormwater Improvement**

SCOPE OF WORK

The general intent of this Task Order is to provide engineering services to evaluate proposed improvements to the existing hole on Cornwall Road adjacent to New Canaan Avenue. Woodard & Curran understands that there is some localized flooding in this area that is impacting nearby properties, and the City would like to utilize this existing hole to provide flood mitigation to the extent feasible. Given Woodard & Curran has already developed a model as part of our previous work assignment, this allows us to be more cost-efficient and to complete the task in a more expeditious manner. As such, Woodard & Curran will leverage our existing model of the area to evaluate two alternatives for proposed improvements: maintaining the existing hole as is with an outlet structure to control flows and modifying the existing hole with walls/fences. Woodard & Curran will provide a summary memo and three-slide presentation of our findings for discussion with the City.

ASSUMPTIONS

The following assumptions and understandings apply to the scope of work, schedule, and budget described herein.

- 1. City will provide all record drawings required, including service tie cards, for all municipal owned subsurface utilities.
- 2. City will provide access to private property when required.
- 3. Design of any downstream improvements are not included in this scope of work.
- 4. Survey and geotechnical field investigations (borings) are not included in this proposal.
- 5. This scope of work does not include preparation of construction-level documents suitable for bidding or the preparation of an Engineer’s Opinion of Probable Construction Costs.
- 6. Our scope does not include any services not explicitly included in the scope of work above. A proposal can be provided for any additional services beyond the scope of the tasks included herein.

COMPENSATION

Woodard & Curran proposed to perform the work described within this proposal on a Lump Sum Basis, invoiced monthly based upon the percentage of work completed.

Basic Services Tasks	Budget
Phase 1.0 – Cornwall Road Model & Report	\$24,800

SCHEDULE

Woodard & Curran is available to begin work on this project immediately and estimates the services described herein can be completed within 4-6 weeks of Authorization to Proceed.

TERMS AND CONDITIONS

This work will be completed per the Terms and Conditions on the "Agreement by and Between the City of Norwalk and Woodard & Curran, Inc for On-call Engineering Services for Storm Drainage Systems Evaluations," executed August 12, 2019. If the City finds this task order acceptable, we understand a formal authorization will be issued as an Amendment to the original agreement to proceed prior to initiating the work.

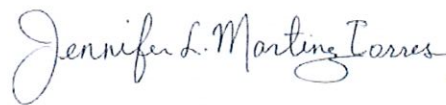
We appreciate the opportunity to continue to support the City. If you have questions, please do not hesitate to call me directly at 914-960-2836 or via email at acatalano@woodardcurran.com.

Sincerely,

WOODARD & CURRAN, INC.



Anthony Catalano, P.E.
Senior Principal



Jennifer L. Martinez Torres, P.E.
Project Manager

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.

CITY OF NORWALK

Signature Date

Signature Date

Name (printed)

Name (printed)

Title

Title



CITY OF NORWALK
Mateo Arias, E.I.T
Assistant Civil Engineer
125 East Avenue
Norwalk, CT 06851
Norwalkct.gov
marias@norwalkct.gov

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
CC: James Meehan, P.E. – Principal Engineer
FROM: Mateo Arias, E.I.T – Assistant Civil Engineer
RE: RNP 2024-1 Calf Pasture Beach Road Realignment
DATE: November 25, 2024

This request involves the installation of a Multi-Use Path along Calf Pasture Beach. The work under this project consists of the construction of a 12-foot Multi-Use Path that separates cyclist and pedestrians from motor vehicles, enhancing safety and reducing the risk of collision between pedestrians, cyclist and vehicles.

On July 9, 2024, the Common Council approved the action item to authorize the Mayor, Harry W. Rilling to execute an Agreement between the City of Norwalk and FGB Construction Company for Purchasing Project 4378. RNP2024-1 Calf Pasture Beach Road Realignment (Base Bid), Milling and Paving of Calf Pasture Beach (Alternate 1) and Concrete Sidewalks and Seatwalls Around Skate Park (Alternate 2) for a sum not to exceed \$742,500.00 (Base Bid) plus \$184,850.00 (Alternate 1) plus \$67,650.00 (Alternate 2). The project consists of the road realignment of Calf Pasture Beach.

I would like to request the following item be included on the agenda for the December 2024 Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling, to execute a First Amendment to the August 8, 2024 Agreement between the City of Norwalk and FGB Construction Company for Purchasing Project 4378. RNP2024-1 Calf Pasture Beach Road Realignment for a sum not to exceed \$300,000.00

Account No.

0925 6030 5777 C0365
0922 6030 5777 C0588
0923 6030 5777 C0588
0924 6030 5777 C0588
0925 6030 4862 C0365



CITY OF NORWALK
Mateo Arias, E.I.T
Assistant Civil Engineer
125 East Avenue
Norwalk, CT 06851
Norwalkct.gov
marias@norwalkct.gov

0925 6030 5796 C0365
0924 4021 5777 C0021
0925 4021 5777 C0021

7. Authorize the Mayor, Harry W. Rilling to execute a contract with City Carting LLC./Win Waste Innovations Holding, Inc. ("Win Waste") for Solid Waste, Recycling, Bulk Items, and Yard Waste Collection, Processing, and Revenue Sharing (the "Services"), as applicable, initial contract term of seven years with one option to extend for a period of three years, costs not to exceed fees for such Services as bid by Win Waste in its proposal dated June 16, 2024, in response to RFP 4375 - Residential Solid Waste and Recycling Collection Services and Transfer Station Operations, Project No. 4375 dated May 24, 2024 and Addendum(s) subsequently issued thereto.

Account No. 01 40 28 5258
01 40 42 5298
01 40 43 5298
01 40 42 5258
01 40 42 5299

AUTHORIZED

8. Authorize the Mayor, Harry W. Rilling to execute a contract with City Carting LLC./Win Waste Innovations Holding, Inc. ("Win Waste") for Transfer Station Operations, Transport and Disposal Services and Special Projects (the "Services"), as applicable, initial contract term of seven years with one option to extend for a period of three years, costs not to exceed fees for such Services as bid by Win Waste in its proposal dated June 16, 2024, in response to RFP 4375 - Residential Solid Waste and Recycling Collection Services and Transfer Station Operations, Project No. 4375 dated May 24, 2024 and Addendum(s) subsequently issued thereto.

Account No. 01 40 28 5258
01 40 42 5298
01 40 43 5298
01 40 42 5258
01 40 42 5299

AUTHORIZED

9. a. Authorize the Mayor Harry W. Rilling, to execute an Agreement with FGB Construction Company for purchasing Project 4378, RNP2024-1. Calf Pasture Beach Road Realignment (BaseBid), Milling and Paving of Calf Pasture Beach (Alternate 1), and Concrete Sidewalk and Seatwalls Around skate Park (Alternate 2) for a sum not to exceed \$742,500.00 (Base Bid) plus \$184,850.00 (Alternate 1) plus \$67,650.00 (Alternate 2).

Account No. 09 25 6030 5777 C0365
09 22 6030 5777 C0588
09 23 6030 5777 C0588
09 24 6030 5777 C0588
09 25 6030 4862 C0365
09 25 6030 5796 C0365

AUTHORIZED

b. Authorize the Chief of Operations and Public Works to execute Orders on Contract with FGB Construction Company for purchasing Project 4378, RNP2024-1. Calf Pasture Beach Road Realignment (BaseBld), Milling and Paving of Calf Pasture Beach (Alternate 1), and Concrete Sidewalk and Sealwalls Around skate Park (Alternate 2) for a sum not to exceed \$99,500.00

Account No. 09 25 6030 5777 C0365
09 22 6030 5777 C0588
09 23 6030 5777 C0588
09 24 6030 5777 C0588
09 25 6030 4862 C0365
09 25 6030 5796 C0365

AUTHORIZED

C. LAND USE AND BUILDING MANAGEMENT

1. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the Financial Assistance Agreement with Lockwood Mathews Mansion Museum to allocate an additional \$3,000,000.00 for the LMMM improvement project. Funds are available from the 2024-2025 Capital Budget account number to be established.

AUTHORIZED

2. a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with 4 You LLC, for the Animal Control Facilities Improvement Project for a total not to exceed \$184,300.00. Funds are available from account #430000 5765

AUTHORIZED

b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$18,430.00. Funds are available from account #430000 5765

AUTHORIZED

3. Authorize the Mayor, Harry W. Rilling, to execute a 5-year agreement with Security Specialists, a Division of Alert Systems, LLC. for security monitoring services at Norwalk Health Department for a total annual cost of \$468.00. Acct. #012012 5296

AUTHORIZED

4. a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Vase Management Inc. for the Brookside Elementary School, Montessori Fourth Grade Classroom Upgrade project & Rowayton Elementary School cafeteria flooring replacement project for a total not exceed \$201,586.00. Funds are available in the following account(s):

Acct. 09245010 5777 C0686
Acct. 09255010 5777 C0686
Acct. 09245010 5777 C0687

AUTHORIZED

b. Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$20,159.00. Funds are available in Acct. #09255010 5777 C0686

AUTHORIZED

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE



MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkct.org

Road Construction Project Manager
Troy Deering
tdeering@norwalkct.org

Wednesday, November 27th, 2024

To: Department of Public Works Committee
From: Troy Deering

Subject: Soundview Ave Sidewalk Connection-Project # TMP 2024-08

TMP has been in design of a retaining wall and missing segment of sidewalk on Soundview Avenue, east of Deerfield Avenue. DPW had recently installed sidewalks along this section of Soundview Avenue and stopped just East of Windsor Place due to topographical challenges. TMP engaged the consulting services of Fuss and O'Neill to perform the necessary surveys and design services to create plans to us to execute the sidewalk connection. This is a critical missing connection as this is a pedestrian route students frequently use to access all three schools along Highland Avenue. This is a much-desired connection being requested by numerous neighbors. TMP's public bid opening for this project closed on 11/26/2024 at 2 P.M. with three qualified bidders. After analysis, the low bidder to be awarded is Reliable Excavating Co. Inc.

Action: Authorize the Mayor, Harry W. Rilling, to award a contract to Reliable Excavating Co. Inc for the amount of \$423,242.00 with 10% of contingency at \$42,324.20 for Soundview Ave Sidewalk Connection-Project # TMP 2024-08.

ACCT: 133110-5796-ATM01 & 133710-5796-AE23

Best,

Troy Deering
Road Construction Project Manager
Transportation Mobility & Parking
City of Norwalk

CONTINUATION SHEET

Project No.: TMP 2024-08 SOUNDVIEW AVE SIDEWALK CONNECTION

ITEM #	DESCRIPTION	QTY	UNIT	Reliable Unit Price	Reliable Amount Bid	Virt Unit Price	Virt Amount Bid	Colonna Unit Price	Colonna Amount Bid
1	TEST PIT	1.00	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
2	EARTH EXCAVATION	50.00	CY	\$ 50.00	\$ 2,500.00	\$ 60.00	\$ 3,000.00	\$ 20.00	\$ 1,000.00
3	ROCK EXCAVATION-NO EXPLOSIVES	10.00	CY	\$ 600.00	\$ 6,000.00	\$ 400.00	\$ 4,000.00	\$ 300.00	\$ 3,000.00
4	REMOVAL OF CONCRETE CURBING	1.00	LF	\$ 1,000.00	\$ 1,000.00	\$ 30.00	\$ 30.00	\$ 50.00	\$ 50.00
5	REMOVAL OF BITUMINOUS CONCRETE CURBING	1.00	LF	\$ 4,000.00	\$ 4,000.00	\$ 25.00	\$ 25.00	\$ 50.00	\$ 50.00
6	ROAD ENCHROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL)	20.00	SY	\$ 225.00	\$ 4,500.00	\$ 100.00	\$ 2,000.00	\$ 200.00	\$ 4,000.00
7	ROAD ENCHROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR)	40.00	SY	\$ 225.00	\$ 9,000.00	\$ 150.00	\$ 6,000.00	\$ 225.00	\$ 9,000.00
8	ROAD ENCHROACHMENT PERMANENT PAVEMENT REPAIR (MINOR)	15.00	SY	\$ 225.00	\$ 3,375.00	\$ 170.00	\$ 2,550.00	\$ 250.00	\$ 3,750.00
9	UNSATURABLE MATERIAL EXCAVATION	489.00	CY	\$ 45.00	\$ 22,005.00	\$ 60.00	\$ 29,340.00	\$ 20.00	\$ 9,780.00
10	CUT BITUMINOUS PAVEMENT	221.00	LF	\$ 12.00	\$ 2,652.00	\$ 5.00	\$ 1,105.00	\$ 4.00	\$ 884.00
11	STRUCTURE EXCAVATION-EARTH (COMPLETE)	426.00	CY	\$ 45.00	\$ 19,170.00	\$ 60.00	\$ 25,560.00	\$ 20.00	\$ 8,520.00
12	STRUCTURE EXCAVATION-ROCK (NO EXPLOSIVES)	76.00	CY	\$ 500.00	\$ 38,000.00	\$ 400.00	\$ 30,400.00	\$ 300.00	\$ 22,800.00
13	COMPACTED GRANULAR FILL	384.00	CY	\$ 60.00	\$ 23,040.00	\$ 80.00	\$ 30,720.00	\$ 50.00	\$ 19,200.00
14	SEDIMENTATION CONTROL SYSTEM	210.00	LF	\$ 10.00	\$ 2,100.00	\$ 5.00	\$ 1,050.00	\$ 5.00	\$ 1,050.00
15	SEDIMENTATION CONTROL SYSTEM AT CATCH BASIN	3.00	EA	\$ 350.00	\$ 1,050.00	\$ 150.00	\$ 450.00	\$ 250.00	\$ 750.00
16	PROCESSED AGGREGATE BASE	20.00	CY	\$ 60.00	\$ 1,200.00	\$ 85.00	\$ 1,700.00	\$ 50.00	\$ 1,000.00
17	MATERIAL FOR TACK COAT	16.00	GA	\$ 30.00	\$ 480.00	\$ 50.00	\$ 800.00	\$ 20.00	\$ 320.00
18	FOOTING CONCRETE	28.00	CY	\$ 600.00	\$ 16,800.00	\$ 1,200.00	\$ 33,600.00	\$ 1,300.00	\$ 36,400.00
19	ABUTMENT WALL CONCRETE	32.00	CY	\$ 550.00	\$ 17,600.00	\$ 1,000.00	\$ 32,000.00	\$ 1,300.00	\$ 41,600.00
20	CONCRETE FORM LINER	600.00	SF	\$ 40.00	\$ 24,000.00	\$ 35.00	\$ 21,000.00	\$ 30.00	\$ 18,000.00
21	DEFORMED STEEL BARS	7060.00	LF	\$ 5.00	\$ 35,300.00	\$ 3.50	\$ 24,710.00	\$ 3.00	\$ 21,180.00
22	TEMPORARY EARTH RETAINING SYSTEM	1008.00	SF	\$ 10.00	\$ 10,080.00	\$ 5.00	\$ 5,040.00	\$ 40.00	\$ 40,320.00
23	3/4" CRUSHED STONE	33.00	CY	\$ 65.00	\$ 2,145.00	\$ 150.00	\$ 4,950.00	\$ 60.00	\$ 1,980.00
24	GEOTEXTILE	432.00	SY	\$ 6.00	\$ 2,592.00	\$ 3.00	\$ 1,296.00	\$ 5.00	\$ 2,160.00
25	CONCRETE CURBING	250.00	LF	\$ 60.00	\$ 15,000.00	\$ 70.00	\$ 17,500.00	\$ 50.00	\$ 12,500.00
26	6' CHAIN LINK FENCE	153.00	LF	\$ 75.00	\$ 11,475.00	\$ 80.00	\$ 12,240.00	\$ 80.00	\$ 12,240.00
27	HANDICAP RAMP ADA COMPLIANT	24.00	SF	\$ 75.00	\$ 1,800.00	\$ 60.00	\$ 1,440.00	\$ 100.00	\$ 2,400.00
28	CONCRETE SIDEWALK	100.00	SF	\$ 30.00	\$ 3,000.00	\$ 50.00	\$ 5,000.00	\$ 40.00	\$ 4,000.00
29	BITUMINOUS CONCRETE SIDEWALK	84.00	SY	\$ 85.00	\$ 7,140.00	\$ 80.00	\$ 6,720.00	\$ 100.00	\$ 8,400.00
30	BITUMINOUS CONCRETE DRIVEWAY	26.00	SY	\$ 85.00	\$ 2,210.00	\$ 80.00	\$ 2,080.00	\$ 100.00	\$ 2,600.00
31	WATR FOR DUST CONTROL	8.00	MG	\$ 50.00	\$ 400.00	\$ 10.00	\$ 80.00	\$ 50.00	\$ 400.00

32	0944001A	FURNISHING AND PLACING TOPSOIL	235.00	SY	\$	25.00	\$	5,875.00	\$	15.00	\$	3,525.00	\$	10.00	\$	2,350.00
33	0950019	TURF ESTABLISHMENT LAWN	235.00	SY	\$	12.00	\$	2,820.00	\$	5.00	\$	1,175.00	\$	6.00	\$	1,410.00
34	0971001A	M&P OF TRAFFIC	1.00	LS	\$	5,000.00	\$	5,000.00	\$	10,000.00	\$	10,000.00	\$	50,000.00	\$	50,000.00
35	0975004	MOB AND PROJECT CLOSEOUT	1.00	LS	\$	15,000.00	\$	15,000.00	\$	12,000.00	\$	12,000.00	\$	50,000.00	\$	50,000.00
36	0976002	BARRICADE WARNING LIGHTS	126.00	DAY	\$	20.00	\$	2,520.00	\$	1.00	\$	126.00	\$	5.00	\$	630.00
37	978001	TRAFFIC CONE	32.00	EA	\$	60.00	\$	1,920.00	\$	25.00	\$	800.00	\$	50.00	\$	1,600.00
38	979003	TRAFFIC DRUM	32.00	EAS	\$	110.00	\$	3,520.00	\$	90.00	\$	2,880.00	\$	100.00	\$	3,200.00
39	979003	CONSTRUCTION BARRICADE	2.00	EA	\$	3,000.00	\$	6,000.00	\$	180.00	\$	360.00	\$	100.00	\$	200.00
40	0979004A	CONSTRUCTION BARRICADE DETECTABLE	2.00	EA	\$	500.00	\$	1,000.00	\$	200.00	\$	400.00	\$	100.00	\$	200.00
41	0980020	SURVEY AND STAKEOUT	1.00	LS	\$	10,000.00	\$	10,000.00	\$	8,000.00	\$	8,000.00	\$	20,000.00	\$	20,000.00
42	1206023A	REMOVAL AND RELOCATION EXISTING SIGNS	1.00	LS	\$	1,200.00	\$	1,200.00	\$	1,000.00	\$	1,000.00	\$	2,000.00	\$	2,000.00
43	1208937A	SIGN FACE SHEET ALUMINUM TYPE XI	75.00	SF	\$	110.00	\$	8,250.00	\$	110.00	\$	8,250.00	\$	130.00	\$	9,750.00
44	1210101	4" EPOXY PAVEMENT MARKINGS	378.00	LF	\$	10.00	\$	3,780.00	\$	1.50	\$	567.00	\$	1.00	\$	378.00
45	1210102	4" YELLOW EPOXY PAVEMENT MARKINGS	378.00	LF	\$	10.00	\$	3,780.00	\$	1.50	\$	567.00	\$	1.00	\$	378.00
46	1210105	EPOXY RESIN PAVEMENT MARKINGS SYMBOLS	242.00	SF	\$	20.00	\$	4,840.00	\$	11.00	\$	2,662.00	\$	10.00	\$	2,420.00
47	1214001	REMOVAL OF PAVEMENT MARKINGS	105.00	SF	\$	11.00	\$	1,155.00	\$	5.00	\$	525.00	\$	10.00	\$	1,050.00
48	1220027	CONSTRUCTION SIGNS	158.00	SF	\$	25.00	\$	3,950.00	\$	30.00	\$	4,740.00	\$	30.00	\$	4,740.00
49	1970007	TRAFFIC PERSON FLAGGER	1.00	ALLOW	\$	16,000.00	\$	16,000.00	\$	16,000.00	\$	16,000.00	\$	16,000.00	\$	16,000.00
50	201001	CLEARING AND GRUBBING	1.00	LS	\$	22,000.00	\$	22,000.00	\$	30,000.00	\$	30,000.00	\$	50,000.00	\$	50,000.00
51	970006	TRAFFIC PERSON MUNICIPAL OFFICER	1.00	ALLOW	\$	14,000.00	\$	14,000.00	\$	14,000.00	\$	14,000.00	\$	14,000.00	\$	14,000.00
52																
										\$		423,224.00	\$		425,963.00	
										\$		521,640.00				



MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkct.org

Road Construction Project Manager
Troy Deering
tdeering@norwalkct.org

Wednesday, November 27th, 2024

To: Department of Public Works Committee
From: Troy Deering

Subject: SONO School Sidewalk Connectivity # TMP 2024-09

This request is for the Sidewalk Construction Services in order to complete the sidewalk connectivity for the upcoming opening on the South Norwalk School. This is an ARPA funded project. This project will provide a minimum sidewalk width of 4-5 ft on one or both sides of the roadway along the entirety of the corridor, to fill in the missing area from Knapp Street, Lexington Avenue, up Austin Street, to the existing sidewalk on 12 Laura Street. The sidewalks proposed in the design plans will be concrete curbing with concrete sidewalks. The project will also include safer and more consistent crossing locations along both Lexington and Austin, along with ADA compliant ramps, at all existing and new crossing locations in the construction designs. This corridor is also a transit route with school bus service at this intersection, so proper stopping location and pavement marking plans will add to the safety of these stops. The construction plan was developed by our in-house design team led by Greg Pacelli, Troy Deering, and in partnership with Fuss & O'Neill and AKRF.

TMP's public bid opening for this project closed on 11/26/2024 at 2 P.M. with five qualified bidders. After analysis, the low bidder to be awarded is A Vitti Excavators. LLC.

Action: Authorize the Mayor, Harry W. Rilling, to award a contract to A Vitti Excavators. LLC for the amount of \$844,032.00 with 10% of contingency at \$84,403.20 for project number SONO School Sidewalk Connectivity # TMP 2024-09.

ACCT: 133710-5796-AE23

Best,

Troy Deering
Road Construction Project Manager
Transportation Mobility & Parking
City of Norwalk

Project No.: CONTINUATION SHEET
TMP 2024-0 SONO SCHOOL SIDEWALK
CONNECTIVITY

ITEM #	DESCRIPTION	QTY	UNIT	PRIORITY Unit Price	PRIORITY Amount Bid	Vitr Unit Price	Vitr Amount Bid	GRASSO Unit Price	GRASSO Amount Bid	STAR Unit Price	STAR Amount Bid	BURNS Unit Price	BURNS Amount Bid
1	0202451A TEST PIT	2.00	LS	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
2	2020200 EARTH EXCAVATION	180.00	CY	\$ 35.00	\$ 6,300.00	\$ 60.00	\$ 10,800.00	\$ 35.00	\$ 6,300.00	\$ 50.00	\$ 9,000.00	\$ 61.25	\$ 11,025.00
3	202120 ROCK EXCAVATION NO EXPLOSIVES	10.00	CY	\$ 350.00	\$ 3,500.00	\$ 300.00	\$ 3,000.00	\$ 250.00	\$ 2,500.00	\$ 275.00	\$ 2,750.00	\$ 205.00	\$ 2,050.00
4	0202503A REMOVAL OF CONCRETE CURBING	1.00	LF	\$ 10.00	\$ 10.00	\$ 30.00	\$ 30.00	\$ 24.00	\$ 24.00	\$ 80.00	\$ 80.00	\$ 1,000.00	\$ 1,000.00
5	0202504A REMOVAL OF BITUMINOUS CONCRETE CURBING	1.00	LF	\$ 5.00	\$ 5.00	\$ 25.00	\$ 25.00	\$ 9.60	\$ 9.60	\$ 25.00	\$ 25.00	\$ 1,000.00	\$ 1,000.00
6	0406202A ROAD ENCHROACHMENT REPAIR LOCAL CLEARING AND GRUBBING	50.00	SY	\$ 45.00	\$ 2,250.00	\$ 100.00	\$ 5,000.00	\$ 100.00	\$ 5,000.00	\$ 110.00	\$ 5,500.00	\$ 100.00	\$ 5,000.00
7	0201000 REMOVAL OF TREES	1.00	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,200.00	\$ 15,200.00
8	201012 REMOVE AND RESET WOOD FENCE	1.00	EA	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00
9	0201020 CUT BITUMINOUS PAVEMENT	40.00	LF	\$ 75.00	\$ 3,000.00	\$ 70.00	\$ 2,800.00	\$ 130.00	\$ 5,200.00	\$ 100.00	\$ 4,000.00	\$ 71.50	\$ 2,860.00
10	0219003 BORROW	100.00	LF	\$ 4.00	\$ 400.00	\$ 5.00	\$ 500.00	\$ 2.00	\$ 200.00	\$ 5.00	\$ 500.00	\$ 4.50	\$ 450.00
11	0207000 SEDIMENTATION CONTROL AT CATCH BASIN	23.00	CY	\$ 50.00	\$ 1,150.00	\$ 60.00	\$ 1,380.00	\$ 65.00	\$ 1,495.00	\$ 60.00	\$ 1,380.00	\$ 80.00	\$ 1,840.00
12	0219011A PROCESSED AGGREGATE	50.00	EA	\$ 150.00	\$ 7,500.00	\$ 150.00	\$ 7,500.00	\$ 120.00	\$ 6,000.00	\$ 300.00	\$ 1,500.00	\$ 360.00	\$ 1,800.00
13	0304002 CONCRETE FOR RETAINING WALLS	50.00	CY	\$ 65.00	\$ 3,250.00	\$ 85.00	\$ 4,250.00	\$ 70.00	\$ 3,500.00	\$ 65.00	\$ 3,250.00	\$ 80.00	\$ 4,000.00
14	0506001A RECONSTRUCT STONE STEPS	10.00	CY	\$ 750.00	\$ 7,500.00	\$ 1,500.00	\$ 15,000.00	\$ 1,800.00	\$ 18,000.00	\$ 1,600.00	\$ 16,000.00	\$ 1,400.00	\$ 14,000.00
15	0506701A REMOVE DRAINAGE STRUCTURE	1.00	LS	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 6,425.00	\$ 6,425.00
16	0586790.1 CLEAN EXISTING DRAINAGE STRUCTURE	1.00	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,200.00	\$ 1,200.00	\$ 3,350.00	\$ 3,350.00
17	0511003A CATCH BASIN TYPE C	1.00	LS	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,475.00	\$ 2,475.00
18	0586001 15" HDPE	1.00	EA	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00	\$ 5,200.00	\$ 5,200.00	\$ 4,750.00	\$ 4,750.00
19	0686230.15A CATCH BASIN TYPE C	30.00	LF	\$ 75.00	\$ 2,250.00	\$ 170.00	\$ 5,100.00	\$ 200.00	\$ 6,000.00	\$ 150.00	\$ 4,500.00	\$ 150.00	\$ 4,500.00
20	0813010 REMOVAL OF GRANITE STONE CURBING	115.00	LF	\$ 15.00	\$ 1,725.00	\$ 30.00	\$ 3,450.00	\$ 7.00	\$ 805.00	\$ 25.00	\$ 2,875.00	\$ 58.00	\$ 6,670.00
21	081001A CONCRETE CURBING	3800.00	LF	\$ 77.50	\$ 294,500.00	\$ 70.00	\$ 266,000.00	\$ 50.00	\$ 190,000.00	\$ 90.00	\$ 342,000.00	\$ 76.50	\$ 290,700.00
22	0921001A CONCRETE SIDEWALK	13200.00	SF	\$ 18.00	\$ 237,600.00	\$ 14.00	\$ 184,800.00	\$ 15.00	\$ 198,000.00	\$ 22.00	\$ 290,400.00	\$ 19.00	\$ 250,800.00
23	0924002A CONCRETE DRIVEWAY RAMP	3000.00	SF	\$ 20.00	\$ 60,000.00	\$ 22.00	\$ 66,000.00	\$ 20.00	\$ 60,000.00	\$ 24.00	\$ 72,000.00	\$ 21.00	\$ 63,000.00
24	0922501A BITUMINOUS CONCRETE DRIVEWAY	350.00	SY	\$ 65.00	\$ 22,750.00	\$ 75.00	\$ 26,250.00	\$ 65.00	\$ 22,750.00	\$ 90.00	\$ 31,500.00	\$ 68.00	\$ 23,800.00
25	0943001 GRAVEL DRIVEWAY	65.00	SY	\$ 40.00	\$ 2,600.00	\$ 50.00	\$ 3,250.00	\$ 50.00	\$ 3,250.00	\$ 60.00	\$ 3,900.00	\$ 60.00	\$ 3,900.00
26	0976002 BARRICADE WARNING LIGHT	252.00	DAY	\$ 10.00	\$ 2,520.00	\$ 1.00	\$ 252.00	\$ 1.00	\$ 252.00	\$ 2.00	\$ 504.00	\$ 1.00	\$ 252.00
27	1302061 ADJUST GATE BOX	10.00	EA	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00	\$ 150.00	\$ 1,500.00	\$ 200.00	\$ 2,000.00	\$ 650.00	\$ 6,500.00
28	1403501 RESET MANHOLE	4.00	EA	\$ 1,200.00	\$ 4,800.00	\$ 1,000.00	\$ 4,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,200.00	\$ 4,800.00	\$ 525.00	\$ 2,100.00
29	0507042A RESET TYPE C CATCH BASIN	6.00	EA	\$ 1,200.00	\$ 7,200.00	\$ 1,000.00	\$ 6,000.00	\$ 2,000.00	\$ 12,000.00	\$ 1,200.00	\$ 7,200.00	\$ 525.00	\$ 3,150.00
30	0924007A HANDICAP RAMP ADA COMPLIANT	200.00	SF	\$ 23.00	\$ 4,600.00	\$ 60.00	\$ 12,000.00	\$ 200.00	\$ 40,000.00	\$ 36.00	\$ 7,200.00	\$ 75.50	\$ 14,700.00
31	0944001A FURNISHING AND PLACING TOPSOIL	200.00	SY	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 60.00	\$ 12,000.00	\$ 15.00	\$ 3,000.00	\$ 25.50	\$ 5,100.00
32	0950005 TURF ESTABLISHMENT LAWN	200.00	SY	\$ 5.00	\$ 1,000.00	\$ 5.00	\$ 1,000.00	\$ 1.35	\$ 270.00	\$ 4.00	\$ 800.00	\$ 17.50	\$ 3,500.00
33	0949029 FURNISHING PLANTING MULCHING TREES ETC	1.00	EA	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 700.00	\$ 700.00	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00

34	0971001A	MAINTENANCE AND PROTECTION OF TRAFFIC	1.00	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
35	0975002	MOB AND PROJECT CLOSEOUT	1.00	LS	\$ 20,000.00	\$ 20,000.00	\$ 23,000.00	\$ 23,000.00	\$ 24,000.00	\$ 24,000.00	\$ 20,000.00	\$ 20,000.00	\$ 6,100.00	\$ 6,100.00	\$ 6,100.00
36	0978001	TRAFFIC CONE	32.00	EA	\$ 10.00	\$ 320.00	\$ 25.00	\$ 800.00	\$ 50.00	\$ 50.00	\$ 1,600.00	\$ 60.00	\$ 1,920.00	\$ 26.50	\$ 848.00
37	978002	TRAFFIC DRUM	32.00	EA	\$ 20.00	\$ 640.00	\$ 90.00	\$ 2,880.00	\$ 75.00	\$ 75.00	\$ 2,400.00	\$ 90.00	\$ 2,880.00	\$ 105.00	\$ 3,360.00
38	979003	CONSTRUCTION BARRICADE TYPE III	4.00	EA	\$ 100.00	\$ 400.00	\$ 180.00	\$ 720.00	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 180.00	\$ 720.00	\$ 185.00	\$ 740.00
39	979004A	CONSTRUCTION BARRICADE DETECTABLE	4.00	EA	\$ 100.00	\$ 400.00	\$ 200.00	\$ 800.00	\$ 420.00	\$ 420.00	\$ 1,680.00	\$ 350.00	\$ 1,400.00	\$ 185.00	\$ 740.00
40	980020	SURVEY AND STAKEOUT	1.00	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00	\$ 12,000.00	\$ 12,000.00	\$ 18,000.00	\$ 18,000.00	\$ 9,200.00	\$ 9,200.00	\$ 9,200.00
41	1206023A	REMOVAL AND RELOCATION EXISTING SIGN	1.00	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,200.00	\$ 1,200.00	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
42	1208937A	SIGN FACE SHEET ALUMINUM TYPE XI	170.00	SF	\$ 85.00	\$ 14,450.00	\$ 110.00	\$ 18,700.00	\$ 80.00	\$ 80.00	\$ 13,600.00	\$ 85.00	\$ 14,450.00	\$ 87.50	\$ 14,875.00
43	1210101	4" WHITE EPOXY PAVEMENT MARKING	550.00	LF	\$ 0.62	\$ 341.00	\$ 1.00	\$ 550.00	\$ 0.70	\$ 0.70	\$ 385.00	\$ 1.00	\$ 550.00	\$ 1.00	\$ 550.00
44	1210102	4" YELLOW EPOXY PAVEMENT MARKING	785.00	LF	\$ 0.62	\$ 486.70	\$ 1.00	\$ 785.00	\$ 0.70	\$ 0.70	\$ 549.50	\$ 1.00	\$ 785.00	\$ 1.00	\$ 785.00
45	1210105	EPOXY PAVEMENT MARKING SYMBOLS	920.00	SF	\$ 5.78	\$ 5,317.60	\$ 6.00	\$ 5,520.00	\$ 10.00	\$ 10.00	\$ 9,200.00	\$ 7.00	\$ 6,440.00	\$ 13.00	\$ 11,960.00
46	1211001	REMOVAL OF PAVEMENT MARKINGS	900.00	SF	\$ 3.85	\$ 3,465.00	\$ 4.00	\$ 3,600.00	\$ 4.00	\$ 4.00	\$ 3,600.00	\$ 4.50	\$ 4,050.00	\$ 6.50	\$ 5,850.00
47	1220027	CONSTRUCTION SIGNS	158.00	SF	\$ 55.00	\$ 8,690.00	\$ 30.00	\$ 4,740.00	\$ 30.00	\$ 30.00	\$ 4,740.00	\$ 50.00	\$ 7,900.00	\$ 12.25	\$ 1,935.50
48	1970007	TRAFFIC PERSON UNIFORMED FLAGGER	1.00	ALLO W	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
49	1208931	SIGN FACE SHEET ALUMINUM TYPE IX	30.00	SF	\$ 85.00	\$ 2,550.00	\$ 110.00	\$ 3,300.00	\$ 75.00	\$ 75.00	\$ 2,250.00	\$ 85.00	\$ 2,550.00	\$ 87.25	\$ 2,617.50
50	970006	TRAFFIC PERSON MUNICIPAL OFFICER	1.00	ALLO W	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
51	1000010A	MISC TRANSITIONS TO MEET EXISTING PROPERTY	1.00	ALLO W	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
52						\$ 892,720.30	\$ 844,032.00	\$ 844,032.00		\$ 846,760.10	\$ 1,062,209.00			\$ 923,458.00	\$ 923,458.00



CITY OF NORWALK
James Meehan, P.E.
*Principal Engineer /
Department of Engineering*
125 East Avenue
Norwalk, CT 06851
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MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
FROM: James Meehan, P.E. – Principal Engineer
RE: Professional Engineering Services for a Portion of Flax Hill Road
DATE: November 27, 2024

On May 20, 2024, the City of Norwalk entered into a contract agreement with Weston & Sampson, Inc., for an amount not to exceed \$125,000 to provide on-call professional engineering services on an as-needed basis. Subsequently, on October 24, 2024 the consultant submitted a proposal in the amount of \$188,700 to provide design services for the repaving, sidewalk and drainage installation on Flax Hill Road. The Department of Public Works issued a Notice to Proceed on the same day.

The engineering department has reviewed the submitted proposal and based on the importance of the project, it would be our recommendation to increase the funding for the existing contract with Weston & Sampson for an amount not to exceed \$80,000.00.

Therefore, we would like to request the following item be included on the agenda for the December 3, 2024 meeting of the Public Works Committee of the Common Council for approval:

3. Authorize the Mayor, Harry W. Rilling to execute an Amendment to the Weston & Sampson Agreement dated May 20, 2024, to provide Professional Engineering Services on an as-needed basis for a sum not to exceed \$80,000.00

Account No. 09 19 4021-5777 C0021
09 24 4021-5777 C0021
09 25 4021-5777 C0021
09 25 4021-5777 C0318
09 21 4021-5777 C0440
09 22 4021-5777 C0440

A copy of the Professional Services Proposal is attached.

If you have any questions, please do not hesitate to call me.

October 24, 2024

City of Norwalk
c/o James Meehan, PE
Principal Engineer
Department of Public Works
125 East Avenue
Norwalk, CT 06851

Re: Professional Engineering Services for a Portion of Flax Hill Road, Norwalk, Connecticut

Dear Mr. Meehan:

Weston & Sampson Engineers, Inc. (Weston & Sampson) is pleased to provide the City of Norwalk with this proposal in response to the On Call RFP Professional Engineering Services for a Portion of Flax Hill Road in the City of Norwalk. Attached is a Project Understanding, Scope of Services, Fee, and Schedule.

Our proposed lump sum fee to complete this work is **\$188,700**. This includes all of our costs to complete the design in accordance with our scope of services including labor and mark-up, and direct expenses.

Weston & Sampson provided a slightly adjusted schedule, which assumes an NTP will be provided by November 11 with final documents by February 5, 2025 instead of the RFP's January 17, 2025. The project is expected to be bid within a month of City's initial schedule.

Weston & Sampson will provide these services in accordance with the terms and conditions for the 2024 On-Call contract and assumes liability for negligent acts, errors and omissions and any other insurance coverage that would protect the City of Norwalk from loss or harm. This proposal is valid for a year from the date of submission.

AUTHORIZATION

We look forward to continuing our work with you and the City of Norwalk for the subject project.

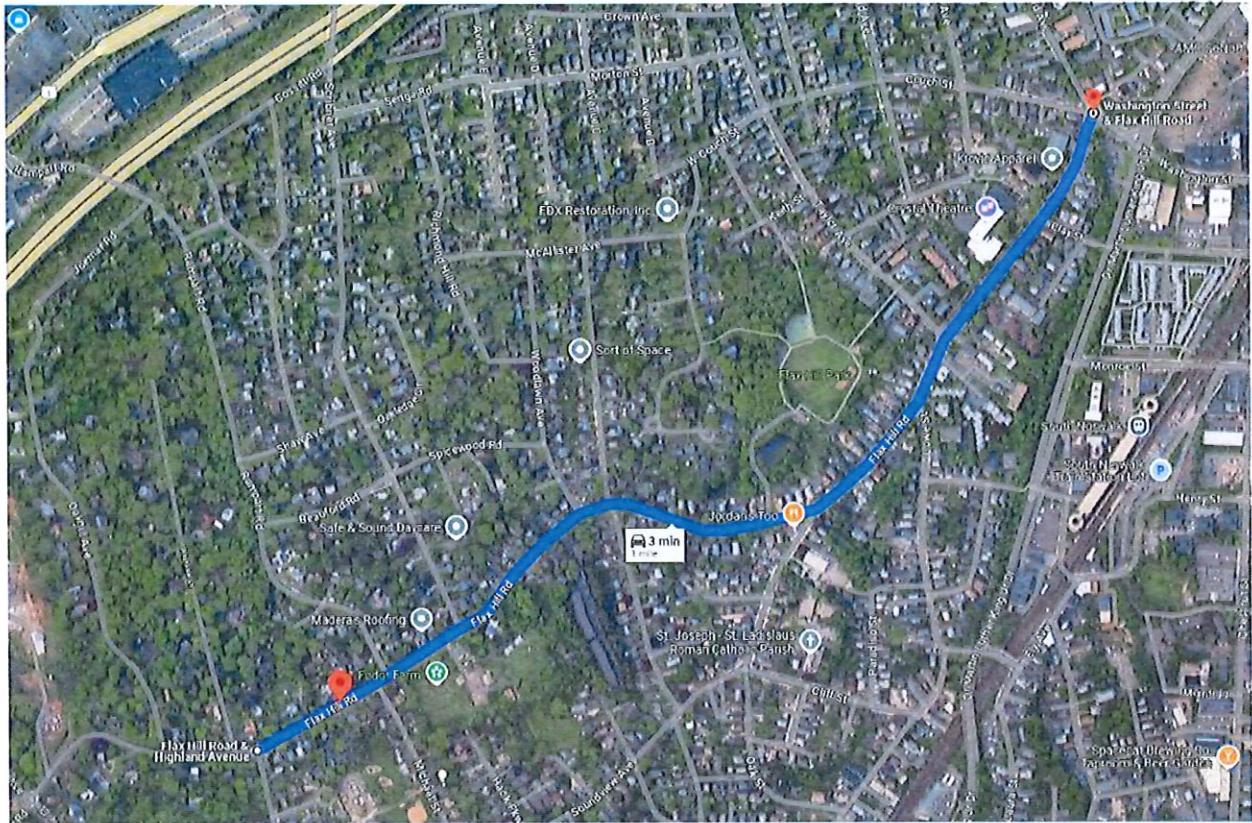
Sincerely,

WESTON & SAMPSON ENGINEERS, INC.



Raju Vasamsetti, PE
Team Leader

FLAX HILL ROAD



PROPOSED SCOPE OF SERVICES

Project Understanding

Based upon the On Call RFP, the City is looking for the following roadway design tasks for Flax Hill Road:

- Mill and overlay, stripping and signage, curbing, sidewalk and pedestrian ramps for Flax Hill Road between Highland Avenue and Washington Street (approximately 1 mile)
- Design a new roadway realignment on Flax Hill Road between Scribner Avenue and Arbor Drive (approximately 0.2 miles)
- Replace drainage in kind on Flax Hill Road between Scribner Avenue and Soundview Avenue (approximately 0.4 miles).

Project Objectives

The City is requesting design services for Flax Hill Road, so they can have the project submitted for bid and constructed in 2025. The City is responsible for the following: preliminary designing curbs, sidewalks and pedestrian ramps. The City is also responsible for designing the preliminary roadway striping and signage.

Project Tasks

I. 60% Design

Weston & Sampson will initiate this project with a formal kickoff meeting with the City to confirm project objectives, boundaries, procedures, expectations, and concerns within the project area, and to obtain and review available existing documents.

From the City, we will request provision of copies of relevant documents, consisting primarily of existing record drawings of survey, right-of-way, utility, and roadway systems in the project area, along with any past studies or preliminary planning documents applicable to the project. Lastly, we will request provision of design documentation for adjacent and connecting projects that are being provided by other design and development teams working for the City.

II. Weston & Sampson will review the City's preliminary AutoCAD drawing showing proposed minor realignment between Scribner Avenue and Arbor Drive including proposed curb locations, sidewalk, ramps and pavement markings. We are assuming that the minor realignment will not impact utility poles, retaining walls or trees.

III. As part of this effort, our team will conduct a field visit to observe the existing conditions, the preliminary City design plans, and where the storm sewer is being replaced. Catch basin tops will be adjusted to match the proposed curb locations.

The 60% design will investigate the feasibility of providing the project objectives described above. Based on the desired amenities and objectives outlined in the RFP the following is a detailed breakdown of the perceived preliminary design tasks:

- Prepare preliminary plans at a scale of 1"=20' for horizontal, and 1"=2' vertical. Preliminary Plans to consist of:
 - Title Sheet (1 sheet)
 - Legend, General Notes, and Index Plan Sheet (1 sheet)
 - Typical Roadway Section (1 sheet)
 - Miscellaneous Construction Details (i.e., drainage, curbing, sidewalk and ramps)
 - Roadway Plans (9 sheets) including proposed drainage
 - Signing Pavement and Markings (9 sheets)
 - Profile (2 sheets - limited to the length between Scribner Avenue and Arbor Drive)
 - Cross Section Sheets (between Scribner Avenue and Arbor Drive)
- Prepare preliminary quantity take-off and engineer's opinion of construction cost.
- Prepare technical specifications package to be incorporated into City prepared specifications package. Technical specifications will reference CTDOT Form 819 *Standard Specifications for Roads, Bridges, Facilities and Incidental Construction* and current Supplemental Specifications. Special provisions will be provided for items not included in or modified from Form 819.
- Submit Preliminary Design documents to City for review.
- Attend up to one (1) coordination meeting with the City to discuss 60% design submission and review comments.

IV. 90% Design

The 90% design phase of our work will result in the development of construction drawings and specifications that depict the levels of detail needed for public bidding and execution of the features and modifications identified in the 60% design tasks. The following is a detailed breakdown of the final design tasks:

- Prepare 90% plans consisting of:
 - Title Sheet
 - Legend, General Notes, and Index Plan Sheet (1 sheet)
 - Typical Roadway Section (1 sheet)
 - Miscellaneous Construction Details (i.e., drainage, curbing, sidewalk and ramps)
 - Roadway Plans (9 sheets) including proposed drainage
 - Signing Pavement and Markings (9 sheets)
 - Profile (2 sheets)
 - Cross Section Sheets (up to 22 cross sections every 50 feet between Scribner Avenue and Arbor Drive)
- Prepare 90% quantity take-off and engineer's opinion of construction cost.
- Prepare technical specifications package to be incorporated into City prepared specifications package. Technical specifications will reference CTDOT Form 819 *Standard Specifications for Roads, Bridges, Facilities and Incidental Construction* and current Supplemental Specifications. Special provisions will be provided for items not included in or modified from Form 819.
- Attend up to one (1) coordination meeting with the City to discuss 90% design submission and review comments.

V. Final Design

The final design phase of our work will result in the development of construction drawings and specifications that depict the levels of detail needed for public bidding and execution of the features and modifications identified in the 90% design tasks. The following is a detailed breakdown of the final design tasks:

- Prepare final plans consisting of:
 - Title Sheet
 - Legend, General Notes, and Index Plan Sheet (1 sheet)
 - Typical Roadway Section (1 sheet)
 - Miscellaneous Construction Details (i.e., drainage, curbing, sidewalk and ramps)
 - Roadway Plans (9 sheets) including proposed drainage
 - Signing Pavement and Markings (9 sheets)
 - Profile (2 sheets)
 - Cross Section Sheets (up to 22 cross sections every 50 feet between Scribner Avenue and Arbor Drive)
- Update 90% design plans per coordination meeting.
- Prepare final quantity take-off and engineer's opinion of construction cost.

SCOPE OF SERVICES & FEE SUMMARY

- Prepare final technical specifications package to be incorporated into City prepared specifications package.
- Package and submit certified plans, opinion of probable cost, and technical specifications to the City in PDF form and drawings in AutoCAD format.

FEE SUMMARY

Task	Hours	Proposed Fee
I – 60% Design–	615	\$ 95,900
II – 90% Design–	393	\$ 62,100
III – Final Design	170	\$ 30,700
	Total	\$ 188,700

SCHEDULE

The schedule proposed by the is dependent on the City providing a notice to proceed (NTP) by November 11.

Task	Start	Finish
I – 60% Design–	November 11, 2024	December 18, 2024
II – 90% Design–	December 18, 2024	January 22, 2025
III – Final Design	January 22, 2025	February 5, 2025

PRESUMPTIONS

This Scope of Services is based on the following presumptions.

1. Only those work items specifically described by the Scope of Services will be provided.
2. The City will provide the existing conditions topographic survey in AutoCAD and preliminary design AutoCAD drawings.
3. Weston & Sampson is assuming that the City's preliminary design will be minor and will not impact the horizontal alignment and vertical profile and will not impact utility poles, retaining walls, and trees.
4. City will provide the Front End Documents.
5. Drainage Calculations, Permitting, Geotechnical, Environmental Remediation, Structural, Traffic Signal, Lighting & Electrical, Landscape Design, Right of Way Mapping and Acquisition Assistance, Coordination with utility companies and Bid Reviews, Response to RFIs, Shop Drawing Reviews Construction administration services, Construction Inspection are not included in the scope of work but can be negotiated under a separate authorization.

**REQUEST FOR PROPOSALS - PROFESSIONAL ENGINEERING
SERVICES FOR A PORTION OF FLAX HILL ROAD IN THE CITY OF NORWALK**

Quote Sheet

<u>Billing Category (as per current contract)</u>	<u>Unit Prices (as per current contract)</u>	<u>Estimated Work Hours</u>	<u>Cost</u>
60% Design		615	\$95,900
90% Design		393	\$62,100
Final Design		170	\$30,700
Total:			\$188,700

REQUEST FOR PROPOSALS - PROFESSIONAL ENGINEERING
SERVICES FOR A PORTION OF FLAX HILL ROAD IN THE CITY OF NORWALK

Quote Submitted By:

Weston & Sampson, Inc.

(Name)

712 Brook Street, Suite 103

Rocky Hill, CT 06067

(Address)

860-986-7933

(Telephone No.)

Raju Vasamsetti, Regional Manager

(Legal Name of Authorized Representative) Date:



(Authorized Signature)

October 24, 2024

Date: