

**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

Regular Meeting: June 28, 2022

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Babar R Sheikh, Oak Hill Park Authority

APPOINTMENTS: Ava Jacobs, Art Commission

REAPPOINTMENTS: Christine Bisceglie, Bike Walk Commission
Tanner Thompson, Bike Walk Commission
Alan Dutton, Oak Hill Park Authority

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Perez, Ollie v. City of Norwalk, et al, Docket Number FST-CV19-6044707-S. – **EXECUTIVE SESSION**

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY & GENERAL GOVERNMENT COMMITTEE

1. Authorize the purchasing agent, Sharon Connors, to issue a purchasing order to the sole bidder, Sea Support Inc. of New Haven, CT, under bid #4165R, for the purchase of a refurbished and certified to new 25" Safeboat, Defender class, not exceed \$240,000. The 25% municipal grant match of \$60,000 has been allocated for in the 2022-2023 Capital Budget.
- Account #363185-5738-GOOOS.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments and/or amendments as may be necessary to enter into agreement with Recovery Network of Programs Inc., for the sole source contracting for embedded social workers, amount not to exceed \$216,000.00 annually. ARPA Funds, Account TBD.
- 2b. Authorize the Chief of Police, Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments as may be necessary to implement the Recovery Network of Programs, Community Response Initiative within the city of Norwalk.
- 3a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept funding under the State of Connecticut Department of Transportation, FY 2022 Highway Safety Project, DRE Instructor Support Grant.
- 3b. Authorize the Chief of Police, Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments as may be necessary to implement the State of Connecticut, Department of Transportation, FY 2022 Highway Safety Project, DRE Instructor Support Grant. Account: TBD.
4. Authorize Mayor Harry W. Rilling to sign Mutual Benefit and Use Agreement forms to utilize the following State of CT contracts, as needed, in the event of large- scale disaster responses that provide the opportunity for FEMA reimbursement.
- Disaster Debris Response and Management Services
 - Vendor: AshBritt

- State of CT Contract #: 14 PSX 0060
- Disaster Debris Monitoring Services
 - Vendor: TetraTech
 - State of CT Contract #: 14 PSX 0059

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with M&J Engineering P.C., to provide construction administration and inspection service for TMP, Phase 4 Traffic Signal Upgrade & DMS installation, project number #102-360, for an amount not to exceed \$246,650.00.
Account No. 09 22 4120 5777 C0232
2. Authorize the Mayor, Harry W. Rilling, to execute the first Amendment to the Agreement between the City of Norwalk and Stantec Consulting Services, Inc. for construction inspection services for State Project 102-350 Norwalk River Valley Trail Phase 2 for an amount not to exceed \$5,500.00.
Account No. 09 22 3750 5777 C0777
3. Authorize the Mayor, Harry W. Rilling, to execute an on-call agreement between the City of Norwalk and Almstead Tree & Shrub Care Company LLC and Minutemen Land Services, LLC for the supply and planting of trees and shrubs. Task Orders not to exceed \$700,000.00 in the aggregate between the two (2) companies.
Account No. 13 4010 5796 APW08
13 3710 5796 AEC18
4. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the April 13, 2021 agreement between the City of Norwalk and The Grasso Companies, LLC. For Project PM2021-1 Pavement Management Program for a sum not to exceed \$3,400,000.00.
Account No. 09 23 4021 5777 C0318
09 23 4021 5777 C0302
09 23 4021 5777 C0021
09 23 4120 5777 C0649
03 00 00 2602

C. LAND USE AND BUILDING MANAGEMENT COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with AAIS, a division of Spectrum Environmental, LLC (State Contract: 103-0265 CV) for the Roton Middle School Asbestos Flooring Removal and Replacement Project for a total not exceed \$487,228.00. Funds are available in Acct. # 09225010 5777 C0595.
- 1b. Authorize the NPS Facilities Department to issue Change Orders on contract for a total not to exceed \$48,722.00. Funds are available in Acct. #09225010 5777 C0595.
- 2a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with RE-TECH LLC for Roosevelt Senior Center ADA Toilet Room Renovations for a total not to exceed \$79,900.00. Account #0919/20 1000 5777 C0536

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**July 12, 2022
COUNCIL CHAMBERS**

- 2b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$7,990.00.

D. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. Authorize the Mayor, Harry W. Rilling to execute all documentation and/or resolutions associated with the City of Norwalk's opt out of the State of Connecticut Parking Provisions of Public Act No. 21-29 (HB 6107).
2. Authorize the Mayor, Harry W. Rilling, to execute any and all documentation to ratify and approve the Industrial Zones Study.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

ART COMMISSION	M/C	Nrwlk Code 17A
AVA JACOBS (U)		Term Expires - 07/11/2024
83 Washington Street		
Norwalk, CT 06854		

REAPPOINTMENTS

BIKE WALK COMMISSION	M/C	Nrwlk Code 20-01
TANNER THOMPSON (U)		Term Expires – 6/30/25
16 Hillside Pl		
Norwalk, CT 06854		

CHRISTINE BISCELLI (D)	Term Expires – 6/30/25
80 County St	
Norwalk, CT 06851	

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**July 12, 2022
COUNCIL CHAMBERS**

OAK HILL PARK AUTHORITY

M/C

Nwlk. Code 73-2

ALAN DUTTON (U)

Term Expires – 6/24/25

28 Hunters Lane

Norwalk, CT 06850

COMMON COUNCIL REGULAR MEETING JUNE 28, 2022
NORWALK, CONNECTICUT COMMON COUNCIL CHAMBERS &
VIA TELECONFERENCE

**ALL COMMON COUNCIL ACTIONS TAKEN AT THIS MEETING TO
APPROVE EXPENDITURES AND CONTRACTS OR TO ACCEPT BIDS AND
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Mayor Rilling called the meeting to order at 7:30 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
	Ms. Dominique Johnson	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

District A: Ms. Nicol Ayers Mr. David Heuvelman
District B: Ms. Diana Revolus
District C: Ms. Jenn McMurrer
District D: Ms. Heidi Alterman Mr. Thomas Keegan
District E: Ms. Lisa Shanahan

At Roll Call there were twelve (12) Council members present and three (3) absent (mr. Kydes; Mr. Livingston and Ms. Young. A Quorum was present.

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

II. ACCEPTANCE OF MINUTES

Regular Meeting: June 14, 2022

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

III. PUBLIC PARTICIPATION

No members of the public wished to comment this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: There were no appointments announced this evening.

REAPPOINTMENTS:

**** MS. REVOLUS MOVED TO APPROVE THE REAPPOINTMENT OF LISA BIAGIARELLI, TAX COLLECTOR**

Mr. Burnett spoke in support of the reappointment and reviewed Ms. Biagiarelli's credentials. Mr. Keegan also spoke in support of the reappointment and told Ms. Biagiarelli it has been an honor and privilege to work with her for the last few years. Mr. Heuvelman spoke in support of the reappointment and said he learned so much from Ms. Biagiarelli. Ms. Revolus spoke in support and expressed her appreciation to Ms. Biagiarelli.

**** MOTION PASSED UNANIMOUSLY**

Ms. Biagiarelli said she greatly appreciated all the support and the opportunity.

MAYOR'S REMARKS:

Mayor Rilling announced that Norwalk has submitted its application for the South Norwalk School to the State of Connecticut. He said it is going to be a wonderful building. In addition, they are investing \$1.5 million in improvements to the surrounding area. It is the greatest investment in South Norwalk Schools in a generation.

Mayor Rilling discussed the partnerships and investments being made in the MLK Corridor Initiative. International Domestic Worker's Day was recognized and proclaimed as June 16th. With June coming to an end, comes the end of Pride Month. Mayor Rilling said that each of our differences makes us stronger.

Independence Day Fireworks will be back at Calf Pasture Park this July 3rd. He asked for everyone's patience when exiting Calf Pasture. The Summer Concert Series will begin July 20th at Calf Pasture Beach.

Mayor Rilling thanked Council Member Tom Keegan for his service on the Common Council, noting that he was a member of every committee. He said he was a real team player and disagreed with class. He yielded the floor for Common Council members to add their comments. Several Common Council members thanked Mr. Keegan for his service and dedication.

Ms. Shanahan said she and Mr. Keegan started on the Common Council together and that she would miss his counsel greatly. Mr. Goldstein said Mr. Keegan was a pros pro and showed how important it is to work together toward the shared goals of the City. Ms. McMurrer said Mr. Keegan taught her so much and she was going to miss him. He said he brings positivity to the job and will be dearly missed.

Ms. Smyth said it was a pleasure working with Mr. Keegan and that she admired his integrity and honesty. She said he was a model of cooperation and collaboration. She said she appreciated the respect he brought to this job. Ms. Smyth said she will never forget the time, during a snowstorm, when he picked her up and brought her to the Public

Works Operations Center. Ms. Smyth presented a plaque acknowledging Mr. Keegan's service on the Common Council.

Mr. Heuvelman said every time they were together, there was no sense of party. Instead, they always had conversations about the City they love and never debates. He said he will miss those conversations. Mr. Burnett said he will miss the phone calls before the Finance Claims Committee meetings and Mr. Keegan's common-sense approach to everything. He said they put aside their party affiliations. He said he appreciated his down to earth discussions and while they did not always agree, it was done with class.

Ms. Johnson said that Mr. Keegan was the first one to welcome her to the Common Council and told him that he was her favorite Republican. She told him that he thinks about community with a sense of hope. Ms. Ayers wished Mr. Keegan health, happiness and joy and told him to have some fun. She told him that he was the best Republican and that there will never be another Tom Keegan.

Ms. Revolus told Mr. Keegan that he was one of the first people she talked to on the Common Council. She noted that he always talked about the districts that needed more services. She spoke about Mr. Keegan's humanity and she his Spirit is whole and loving. She expressed her appreciation.

Ms. Niedzielski Eichner told Mr. Keegan that he was a model public servant and expressed her gratitude to have him as a role model. She wished him a relaxing rest and said Florida was luck to have him.

Mr. Keegan said he was overwhelmed and thanked everyone for letting him be a part of the team. He said everyone has been important to him in their serving the people of Norwalk. He acknowledged the staff and said they have been so accommodating. Mr. Keegan said he was humbled to have been able to play a part in this.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

In Mr. Livingston's absence this evening, Ms. Smyth was acting Common Council President.

B. CONSENT CALENDAR:

Ms. Smyth announced that Mr. Keegan would be reading this evening's Consent Calendar. Mr. Keegan thanked Ms. Revolus for giving him the opportunity to read this evening's Consent Calendar, since it was her turn.

**** MR. KEEGAN MOVED THE FOLLOWING CONSENT CALENDAR:**

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

1. Settlement: Christopher Paladino v. Anthony Delpino, et al. – EXECUTIVE SESSION

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS, AND CULTURAL AFFAIRS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO AN AGREEMENT WITH THE NORWALK CONSERVATORY OF THE ARTS FOR THEIR BROADWAY IN THE PARK EVENT TO BE HELD ON SATURDAY AUGUST 13, 20, AND 27, 2022 FROM 3:30 PM TO 8:30 PM.

SET-UP TO BEGIN 9:00 AM WITH TEAR-DOWN AT 9:00 PM. RAIN DATE: SUNDAY, AUGUST 14, 21 AND 28, 2022. APPROXIMATELY 500 PEOPLE.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A THREE-YEAR CONTRACT WITH GEESE RELIEF LLC FOR GEESE MANAGEMENT SERVICES AT CALF PASTURE BEACH AND VETERANS MEMORIAL PARK, FOR AN AMOUNT NOT TO EXCEED \$33,900.00.

3. AUTHORIZE THE RECREATION AND PARKS DIRECTOR OR DESIGNEE TO ISSUE THE TWO 1-YEAR CONTRACT EXTENSIONS ON THE GEESE RELIEF LLC CONTRACT.

4. APPROVAL OF THE MOORING PERMIT FEES AS DISCUSSED AND APPROVED BY THE RECREATION AND PARKS COUNCIL COMMITTEE

5. AUTHORIZE THE MAYOR HARRY W. RILLING TO APPROVE THE ALLOCATION OF \$2,000,000 OF THE AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO THE CITY OF NORWALK'S RECREATION AND PARKS DEPARTMENT TO BE EXPENDED AS FOLLOWS:

CAPITAL IMPROVEMENTS IN THE AMOUNT OF \$1,400,000 FOR PLAYGROUND REPLACEMENTS AT BOUTON STREET AND FLAX HILL PARK, AND KENDALL SCHOOL PLAYGROUND AND A

COMPLETE REDESIGN AND INSTALLATION OF PLAYGROUND EQUIPMENT AND LANDSCAPE AT MEADOW STREET PARK PLAYGROUND; AND THE REPLACEMENT OF 1000 LINEAR FEET OF A WOODEN FENCING STRUCTURE AT OYSTER SHELL PARK; AND, STAFFING AND EQUIPMENT IN THE AMOUNT OF \$380,000 FOR SYNTHETIC FIELD GROOMING EQUIPMENT; THREE NEW TRUCKS FOR NEW STAFF AND ADDITIONAL MAINTENANCE AND RECREATION STAFF HOURS; AND, PLANNING AND SYSTEMS ADMINISTRATION IN THE AMOUNT OF \$220,000 FOR FUNDING FOR THE NEW FIELD, PROGRAM, EVENTS, AND FACILITY SCHEDULING SYSTEM, A PROJECT COORDINATOR FOR THE NATIONAL RECREATION AND PARKS ACCREDITATION PROGRAM; AND A FEES AND CHARGES DEMAND STUDY TO BRING ABOUT EQUITY IN FEES AND CHARGES AND CREATE MORE ACCESS TO PROGRAMS. (CONSENT TO REFER BACK TO COMMITTEE)

C. ORDINANCE COMMITTEE

2. REQUEST FOR PROPOSED NEW SUBSECTION TO CITY CODE. CHAPTER 72, SUBSECTION 5: 72-5D

**** MOTION PASSED UNANIMOUSLY**

B. COMMUNITY SERVICES COMMITTEE

**** MS. JOHNSON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY WITH MID-FAIRFIELD CHILD GUIDANCE CENTER, INC., FOR CONTINUED IN-HOME MENTAL HEALTH AND FAMILY SUPPORT SERVICES FOR PUBLIC SCHOOL CHILDREN UNDER THE COMMUNITY SERVICES DEPARTMENT FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023 IN THE AMOUNT OF \$399,996. ACCOUNT #012010-5298.**

Ms. Johnson introduced Dr. Gail Melanson who reviewed the program. She said the referrals come from the schools and then the families decide which services they want. Ms. Johnson expressed her thanks to Mr. Daniels for his leadership and to Dr. Melanson. Dr. Melanson said that all of the staff members are bi-lingual and bi-cultural.

Ms. Revolus expressed concern that the staff are bi-lingual (English and Spanish), but pointed out that over 64 languages are spoken in Norwalk. In addition, Norwalk has a very large Haitian community. Dr. Melanson explained that this program is in English and Spanish, but there are Haitian Creole staff members. They will also use the Language Line. Other programs service other communities.

Ms. Revolus asked Dr. Melanson if they were going to go after funding to serve these other communities. She said it is frustrating to be a part of the community that gets overlooked.

Ms. Smyth thanked Dr. Melanson for the very fine work and said that as a teacher she saw the very professional work addressing what the students experienced coming in from the border.

**** MOTION PASSED UNANIMOUSLY**

C. ORDINANCE COMMITTEE

**** MS. SHANAHAN MOVED TO APPROVE PROPOSED NEW
ORDINANCE TO THE CITY CODE: HEALTHY OUTDOOR PUBLIC
SPACES (PESTICIDES)**

Ms. Shanahan read the Preamble of the Ordinance. She encouraged people to watch the March Ordinance Committee meeting where they listened to testimony. She thanked the members of the Ordinance Committee, especially Mr. Livingston, Mr. Keegan, Mr. Candela and the City staff who enthusiastically endorsed this practice. Mr. Goldstein thanked Ms. Shanahan and Mr. Livingston for shepherding this Ordinance.

Mr. Heuvelman thanked Ms. Shanahan and Mr. Livingston and all who worked on this Ordinance. He said this is very important especially due to Norwalk's geographic location. This is a big step for Norwalk.

Ms. Niedzielski Eichner thanked the staff who pioneered this and for Ms. Shanahan for spearheading this.

Mayor Rilling thanked Ms. Shanahan and expressed appreciation for her leadership.

Mr. Stowers said he looked forward to assembling the pest management team. He said he and his team are dedicated to this and thanked Ms. Shanahan and Mr. Livingston for their willingness to listen to the staff.

**** MOTION PASSED UNANIMOUSLY**

D. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

**** MS. SMYTH MOVED TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH SUBMISSION OF THE PY48 AAP TO HUD.**

AND TO AUTHORIZE THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS CONSISTENT WITH THE APPROVED PY48 ANNUAL ACTION PLAN.

MS. SMYTH EXPLAINED THAT OVER \$1 MILLION OF FUNDING WILL GO TO SEVERAL AGENCIES IN NORWALK.

**** MOTION PASSED WITH ONE (1) ABSTENTION (MS. REVOLUS)**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were none this evening.

X. SUSPENSION OF RULES

There were none this evening.

XI. ADJOURNMENT

**** MR. KEEGAN MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:35 p.m.

ATTEST: _____
Irene Dixon, City Clerk

----- **TANNER THOMPSON** -----

----- 16 Hillside Pl #K5 -- Norwalk, CT 06854 -----
 ----- thompson.tanner.j@gmail.com ---- (317) 750-0900 -----

VOLUNTEER EXPERIENCE

Norwalk Bike/Walk Commission

- Chair 2021 - Present
- Coordinated NRVT bike ride with Congressman Jim Himes, Senators Duff & Haskell, & other leaders
 - Created extensive citywide bike rack plan for TMP
 - Brought Principal Engineer from DPW to a 2-day seminar, The Walkable City, at Harvard
- Commissioner 2020 - Present
- Advocated for citywide sidewalk audit, later approved & funded by TMP

Norwalk Bicycle Co-op

- Co-founder 2021 - Present
- Conceived of, planned, advertised, and helped run bike repair pop-up events, fixing >100 bikes over ~8 events, mostly for kids and low-income families in Norwalk (link)

Church of Jesus Christ of Latter-day Saints

- Regional Technology Specialist (Fairfield Co.) 2020 - Present
- Music Director, Darien Ward 2018 - 2020
- Children's Sunday School Teacher 2017 - 2020
- Full-time Representative (Frankfurt, DE) 2013 - 2015

Boy Scouts of America

- Eagle Scout 2011

EDUCATION

- Harvard GSD Executive Education Cambridge, MA
- The Walkable City 2022
- America Walks (Online)
- Fellow, The Walking College 2022
- Brigham Young University Provo, UT
- BS, Applied & Computational Mathematics 2017

WORK EXPERIENCE

- Google New York, NY
- Software Engineer, Google Maps 2019 - Present
- Zenabi Data Westport, CT
- Data Scientist 2018 - 2019

Ava Jacobs

Contact: (925) 915-9667 ava.jacobs@comcast.net
Address: 83 Washington St, STE #3G Norwalk CT 06854

Education

SUNY Purchase, Purchase, NY — *BFA & BA 2022*

August 2018 - May 2022

BFA: Dance

BA: Arts Management

Minor: Political Science

Summa Cum Laude

Dean's List - Fall & Spring 2018-2022

Oakland School for the Arts, Oakland, CA — *Highschool Diploma*

September 2015 - June 2018

Artistic Directors List - 2015, 2016, 2017, 2018

Monte Vista High School, Danville, CA

August 2016 - June 2017

Student of Excellence Award Spring 2017& Honor Roll 2017

Experience

JUICE Creative Group - Norwalk, CT

October 2019 - PRESENT

Operations Manager

Contact: Carter Grotta

carter@juicecg.com (203) 451-2407

Beam & Barre - Cos Cob, CT

October 2019 - PRESENT

Sales Associate / Social Media Manager

Contact: Cara Milo

info@beamandbarre.com (203) 622-0591

Oakland School for the Arts - Oakland, CA

Summer 2022

Summer Program Dance Teacher

Contact: Alison Hurley

ahurley@oakarts.com (203) 622-0591

Encore Theatrical Dance Supplies - Walnut Creek, CA

November 2015 - December 2019

Assistant Manager / Sales Associate

Contact: Tami Margolin

tamimargolin@icloud.com (510) 517-3613

Savage Jazz Dance Company - Oakland, CA

August 2017 - July 2019

Company Member / Dance Teacher

Contact: Reginald Ray Savage

rrsavage@oakarts.org (510) 593-0560

*See references page attached

References

Cara Milo - Owner of Beam & Barre	(914) 469-9843
Carter Grotta - Managing Partner JUICE Creative Group	(203) 451-2407
Reginald Ray Savage - Artistic Director of Savage Jazz	(510) 593-0560
Alison Hurley - Dance Teacher at Oakland School for the Arts	(510) 387-9403

GENERAL DATA

Residence: Norwalk, Connecticut 06850
28 Hunters Lane

Telephone: (347) 723-0053 (C)

Email: duttonal@aol.com

EDUCATION

Hollings College - Manchester, United Kingdom
Associates degree in Hotel and Catering Management
1966 to 1969

WORK HISTORY

Apr 2018 to GENERAL MANAGER
May 2019 The Tokeneke Club
Darien, Connecticut

Incorporated in 1907, The Tokeneke Club is a private, member-owned club located 45 minutes from New York City in the affluent suburb of Darien in Fairfield County, Connecticut. The Club is situated on a cove in a private enclave with views of the Long Island Sound. Beautifully landscaped homes and estates surround the property's six acres. Amenities include an 800 ft. private beach, a newly renovated 20,000-square-foot clubhouse, a beach side cabana, a bathhouse facility, a six-lane 25-meter pool with a diving well, nine Har-Tru tennis courts, four paddle tennis courts (located off-site), kayaks, paddle boards, and moorings. A children's camp runs from late June to early August and junior programs, as well as individual and group lessons for adults, are offered in tennis, swimming, diving, water polo, and sailing. The Club's season is Memorial Day through Labor Day with the office and support staff remaining year-round. Tennis facilities open early April and close in November, and from October to April off-site Paddle Tennis courts are available to members. Dining services are operational from April to November. Annual gross revenues are \$4 million, of which \$1.5 million is generated through food & beverage sales. There are approximately 130 employees at the height of the season.

Mr. Dutton was engaged for a 14-month period to oversee the Club for the summer season, establish new policies and procedures, and assist governance in transitioning to a new General Manager.

ALAN K. DUTTON, CCM

WORK HISTORY (continued)

Jun 1995 to GENERAL MANAGER
Apr 2018 Yale Club of New York City
New York, New York

The Yale Club was founded in 1897 on a shared common history with the goal of allowing Yale graduates the ability to continue the friendships they formed at Yale. Over its 120-year history, it has grown into the organization that its 11,000 members enjoy today. The Yale Club is open year-round and provides dining and entertainment venues featuring à la carte dining rooms, banquet facilities, meeting rooms, and 138 overnight guest rooms. The Club spends \$5.5 million annually in capital. Athletic facilities include a 1,000-square-foot fitness center with group exercise, three squash courts, spa treatment, and swimming pool. Gross revenues are over \$42 million with food and beverage revenues accounting for approximately \$15 million.

Mr. Dutton directed the Club's daily operations.

Earlier career:

Prior General Manager positions include the Penn Club and Williams Club in New York City, and earlier in his career, the Food and Beverage Director of the Harvard Club of New York. Mr. Dutton also spent 10 years working for Cunard Line on board the liner QE2 as a Hotel Officer.

PROFESSIONAL AFFILIATIONS/CERTIFICATIONS/AWARDS

Club Management Association of America (CMAA)

CHRISTINA T. BISCEGLIE

80 County Street, 1A
Norwalk, CT 06851
(203) 854-9723

IV A

QUALIFICATIONS:

- Excellent interpersonal skills for collaborative working relationships.
- Strong advocate of positive change, performance excellence and continuous improvement.
- Highly analytical with a strict attention to detail and accuracy.
- Culturally competent
- Working knowledge of the Spanish language
- Successful history of assisting, supporting youth and their families

WORK EXPERIENCE:

1995 - Present

STAMFORD PUBLIC SCHOOLS, Stamford, CT
HIGH SCHOOL GUIDANCE COUNSELOR

- Leadership role. Helped start and build inter-district public magnet high school
Program Development, Curriculum input
100 of hours of professional development, curriculum, instruction, differentiated learners,
Award winning, school to Career, Nominee for Stamford Education Foundation Best educator in SPS.
Recognized for bringing college, career social development program Naviance to the district
Assist students with any needs that arise in a school day. Advocating, resourceful for both children,
teachers, administration, families.
Assist students with course selection and career counseling.
- Function as coach and mentor to encourage students to achieve academic excellence.
- Provide substance abuse counseling and crisis intervention.
- Establish educational partnerships between students, teachers, administrators and parents.
- Combine academic counseling, career direction, discipline and behavioral modification to achieve a
balanced approach to student development.
- Key catalyst in the start-up of an information technology curriculum.
- Liaison with several community agencies, including but not limited to CT DCF, Mid Fairfield Child
Guidance, Exchange Program, St Luke's Life Works, Domus AIC, Stamford Juvenile Probation, and
Stamford Police, Kids In Crisis Counselor
- Formed the Stamford Coalition For Respect. District Initiative to support LGBT youth and their parents
- Planned, hosted several forums with Internationally recognized speaker for LGBT youth at all four SPS
high schools

2002 - 2013

NORWALK COMMUNITY COLLEGE, Norwalk, CT
REFERENCE LIBRARIAN

- Assist students with research using internet searches, electronic resources and database access through
both individual and classroom instruction.
- Participate in reference and collection development while working directly with the faculty.
- Provide patrons with bibliographic instruction and database searches.
- Work in collaboration with library staff, instructors and students to facilitate information gathering and
research.
- Utilize various resources, including medical information, online tutorials, web-based course offerings,
and collaborative teaching with college faculty.
- Selected to maintain electronic content resources and update/deliver advanced reference assistance.

1995 - 1999

CONNECTICUT RENAISSANCE, Norwalk, CT
PSYCHO-EDUCATIONAL COUNSELOR

- Worked with court referred substance abuse clients as an alternative to incarceration.
- Directed a ten week psychosocial educational group to facilitate the return of clients to a mainstream
environment.

DUI GROUP FACILITATOR

- Mandated clientele by CT courts for DUI violation, ten week educational group.

1992 - 1995

CITY OF NORWALK, *Social Services*, Norwalk, CT

CASE MANAGER/TEAM SUPERVISOR

- Functioned as a job coach/career counselor to assist clients with job skills and meaningful employment.
- Developed partnerships with area businesses and non-profits to create job opportunities. Referral to substance abuse treatment facilities around the state.

1978 - 1981

FORDHAM UNIVERSITY LIBRARY AND LAW LIBRARY, New York, NY

ACQUISITION DESK AND PERIODICALS ASSISTANT

- Registered and distributed materials and assisted students with research.

EDUCATION:

SOUTHERN CONNECTICUT STATE UNIVERSITY, New Haven, CT

Master of Library Science, Connecticut Certified School Media Specialist, 2001

FAIRFIELD UNIVERSITY, Fairfield, CT

60 Credit Master of Arts in EDUCATION, Dual Certification - Agency and School Counseling, 1993

FORDHAM UNIVERSITY, New York, NY

Bachelor of Arts in PSYCHOLOGY

COMMUNITY/VOLUNTEER WORK:

- Fundraising for Multiple Sclerosis Bike Ride 2001- 2005
- Paul Newman's Hole in the Wall Gang Camp – Angel Ride- Raised over \$1,000 two-day bike ride
- Committee for Marginalized People 2005 Norwalk Chief of Fire and members of the City of Norwalk Human Service
- Bike New York – Taught children how to ride bicycles with “balance” method.
- Harlem NYC and Rockaways
- Rockaway Waterfront Alliance –Superstorm Sandy Relief efforts, 2012
- Assisted with grant reading for WorkPlace Inc. Youth employment program 2015
- League of Women Voters – Norwalk Chapter. Steering Committee member. Secretary, 2013-2018
- St. Philips Church – Norwalk CT – Usher 2016-2018
- Norwalk NAACP – Executive Board Member 2016-2018

AFFILIATES:

- American School Counselor Association
- League of Women Voters
- National Association of Colored People (NAACP)

Awards:

References available upon request

June 30, 2022

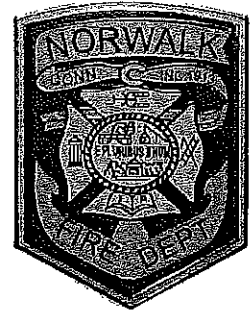
Mayor Rilling

This letter is to inform you that I will be resigning from the Oak Hills Park Authority effective July 1, 2022. My family is moving to Arlington, Virginia this summer, and we will miss Norwalk and everything it has to offer. I am keeping my house and two businesses in Norwalk and will keep coming back regularly. I want to thank you for appointing me and allowing me to be a part of this organization. It has been a great, fun and educational experience. I believe the park is on a good trajectory for the next few years and I wish everyone here the best of luck. I apologize for the abruptness but things move too fast nowadays, I can't even keep up. Thank you again for letting me serve.

Sincerely,

Babar R Sheikh

MEMO



To: Common Council, Public Safety and General Government Committee

From: Deputy Chief Ed Prescott

RE: Common Council Authorizations

DATE: June 17, 2022

Authorize the purchasing agent, Sharon Connors, to issue a purchasing order to the sole bidder, Sea Support Inc. of New Haven, CT, under bid #4165R, for the purchase of a refurbished and certified to new 25" Safeboat, Defender class, not exceed \$240,000. The 25% municipal grant match of \$60,000 has been allocated for in the 2022-2023 Capital Budget. Account #363185-5738-G0008.

Background:

The Norwalk Fire Department has a 24' Fiberglass Privateer that is 37 years old and has reached the end of its service life. The replacement 25' aluminum fire boat will ensure that we maintain our situational awareness and sustain our current operational capabilities, around our bridges, pilings, and foundations. This boat is primarily used to access shallow areas in and around our shore and islands. The boat will also accompany our larger 38" fireboat on rescue or search operations.

Funding is from FEMA Port Security Grant (EMW2021-PU-00439).

Sea Support Inc. has recently refurbished a similar Coast Guard surplus 25'Safeboat for the Norwalk Police Department.

**CITY OF NORWALK PURCHASING
DEPARTMENT**



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

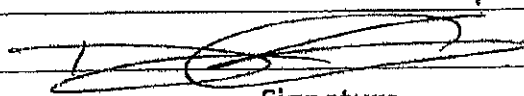
PROJECT NUMBER:	4165R
REQUESTING DEPARTMENT:	Fire Department
DATE OF BID ISSUANCE:	3/23/2022
TITLE OF BID:	Norwalk Fire Department – Refurbished Boat (Re-Bid)
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 4/11/2022
HARD COPY SUBMISSION DEADLINE:	2:00 PM 4/13/2022
MANDATORY WALKTHROUGH:	YES () NO ()
DATE, TIME AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF BID OPENING:	2:00 PM 4/13/2022
BID 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. BID FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (ONE ORIGINAL PLUS TWO (2) COPIES)
3. EXCEPTIONS (IF ANY)

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

Sea Support, Inc.			
Bidder's Name			
100 Waterfront Street			
Street Address			
City	New Haven	State	CT
Zip		06512	
Business Telephone: 203-467-1590			
Email Address: ralph@portsecurity.us			
Printed Name and Title of Individual Submitting Bid			
The undersigned acknowledges that the terms, conditions and specifications of this bid are understood and unconditionally accepted.			
		4-8-2022	
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. Exceptions must be declared below in order to be considered by the City:

1) Per Addendum#1 which states *"The engine/equipment and hull specifications must recocile with*

each other's manufactuer's maximum specifications," Sea Support, Inc., will be providing to the

Norwalk Fire Dept a SAFE boat which meets ALL your RFP specifications EXCEPT the bid request for two Yamaha 250HP engines. Sea Support Inc., is submitting in this bid instead

two Yamaha 225HP engines, for a maximum HP rating of 450 total, which MEETS the SAFE boat manufactuer's maximum specifications for the vessel we intend to provide Norwalk Fire.

2) Sea Support, Inc., also acknowledges "Clarification#2" in Addendum#1 replacement with

"Addition of Fire suppression engine/pumps designed for salt water environment capable of 500 GPM flow will need to be fixed deck mounted on the bow." Sea Support, Inc., acknowledges

this change/clarification to the final delivery specs and agrees to provide it as specfied to Norwalk Fire.

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM – BID #4165R Norwalk Fire Department – Refurbished Boat (Re-Bid)

Vendor Name - Sea Support, Inc.		
Address - 100 Waterfront Street, New Haven, CT 06512		
Phone - 203-467-1590	Fax - 203-4685-2670	Email - ralph@portsecurity.us
Manager - Ralph Gogliettino		Fed ID# 06-1308721

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

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

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

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

The following unit prices shall apply to this project:

PROPOSED FEES

A. Norwalk Fire Department - Refurbished Boat

PRODUCT	YEAR	PRICE	SUBSTITUTIONS TO SPECIFICATIONS	
			YES (provide documentation)	NO
25' Refurbished Boat and Certified to "New " Condition (as outlined and described in Section 2)	2004	\$245,402		X

CITY OF NORWALK PURCHASING DEPARTMENT

B. Electronics

PRODUCT	PRICE	SUBSTITUTIONS TO SPECIFICATIONS	
		YES (provide documentation)	NO
Cost and Installation of Electronics on the 25' Refurbished Boat (as outlined and described in Section 2)	\$52395 NOTE: Total Price includes all Electronics + Radios + Whelan Lighting per RFP Specs		X

C. Radios

PRODUCT	PRICE	SUBSTITUTIONS TO SPECIFICATIONS	
		YES (provide documentation)	NO
Cost and Installation of radios on the 25' Refurbished Boat (as described in Section 2)	INCLUDED IN Item B above		X

D. Total Cost

Total Lump Sum of (A+B+C)	\$ 297,797
Total Lump Sum of (A+B+C) in words:	Two Hundred Ninety-Seven thousand, Seven hundred Eighty-Seven dollars

*NOTE: Cost of labor and delivery shall be included in D. Total Cost listed above

Delivery: Number of calendar days from receipt of order 190 - 200 Days

CITY OF NORWALK PURCHASING DEPARTMENT

OTHER INFORMATION

NOTE: Sea Support, Inc., has THREE service centers as of this bid submission. Due to COVID, we have been forced to find alternate service centers. COVID delays have recently forced SAFE Boat refurbishment delivery issues (i.e., the Norwalk POLICE SAFE Boat). We have since resolved these service delivery issues by adding more service centers.

E. SERVICE CENTER -

a.) Location of Service Center 1) MAIN Service Center: Portsmouth, RI
2) Alternate1: Old Saybrook, CT
3) Alternate2: New Haven, CT

b.) Size of service center (sq. ft.) - 1) 3,125
2) 4,787
3) 2,600

c.) Number of full time mechanics employed, qualified to service this equipment: 4 to 7

Attach any additional information that demonstrates your qualification for this work including appropriate certifications.

PLEASE SEE ATTACHED.....

Warranties: Provide all information and literature concerning warranties for the vessel and its various components along with the electronics and radios with your submission.

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

See "Exceptions" Page included in this RFP submission, page 2

ATTACHMENT NARRATIVE – Scope of Bid Services

Sea Support, Inc., bid to NORWALK, CT FIRE DEPARTMENT

Bid due April 13, 2022 by 2pm (Hardcopy)

Electronic Copy due 4/11/2021 by 2pm

- 1) Please see the attached spreadsheet for a detailed description of the specifications of the Norwalk CT Fire Bid requirements and what Sea Support, Inc., is proposing. You will see that Sea Support, Inc., is proposing an exact SAFE BOAT match on all of the required items. The only exception being SAFE boat we have in stock has a MAX HP Hull rating of 450 HP, and, as a result, we are proposing to delivery two (2) new Yamaha 225 engines, NOT the 250's as specified in the RFP. This will meet the manufacturer's recommendations and also meets the requirements outlined in your Addendum#1 Clarification#1.
- 2) The below is a narrative of our proposed Vessel, its functionality and why we believe our bid should be accepted by the Norwalk CT Fire Department's Office.

INTRODUCTION:

Sea Support, Inc., is pleased to submit for your review the attached bid for a vessel to the Norwalk CT Fire Department.

It is our understanding that the Norwalk CT Fire Department is seeking the purchase of a "used 25 foot Fireboat with Trailer" the specifications of which are a 25 Full cabin SAFE response boat small with all standard SAFE boat supplied features. Our proposal to the Norwalk CT Fire Department is for a EXACT MATCH of your requirements – a documented freshwater use only 25 Foot used SAFE Defender Class Vessel.

The vessel we are proposing is former United States Coast Guard (USCG) boat that was used in the protection services of our country. We have procured all our vessels from the USCG/Government. Our boats, once they are re-conditioned by us, are in "as new" condition. Furthermore, the boat we are proposing in this bid has a provenance from Freshwater Service areas. As Freshwater boats, they are in almost pristine condition due to their non-use in a saltwater environment. The difference is minimal between our former USCG SAFE boats and brand new SAFE Boats. The main difference is in the price where a new SAFE boat is between \$425,000 and \$500,000. Our proposed 25 Foot SAFE Boat Defender class is considerably less.

OUR PROPOSED VESSEL TO NORWALK CT FIRE DEPARTMENT:

We currently have a vessel in our stock ready for refurbishment and customization to your needs. All our vessels, upon delivery from the USCG/US Government are thoroughly inspected and examined in every aspect by our team.

~~For your specific vessel, Sea Support, Inc., proposes, per your bid specs, the following services for you:~~

- the exterior hull reviewed and examined;
- the interior dash is stripped and repainted black;
- the diesel heater is checked for operational status;
- three new 12-volt batteries are installed along with a battery charger;
- a stainless steel shore power inlet 30 amp is installed on the outside of aft port cabin wall;
- the collar of the SAFE Boat is painted the color of your choice

SUPERIOR SERVICE AND SAFETY

This former USCG boat offers the Norwalk CT Fire Department a vessel that has full military capable performance but is outfitted for civilian use. As such, the boats are "military grade" and overbuilt to last and function in any service environment. Not only will the SAFE boat get to the service area quicker, it is also much more maneuverable and tactical. Finally, should the Norwalk Fire Department ever be involved in any live fire exchange, the SAFE boats collar system has been shown to stop small-arms fire from penetrating the hull.

SAFE BOAT SUPERIOR DESIGN AND FUNCTIONALITY

The following is brief listing of the SAFE Boats functionality:

- SAFE boats are highly reliable and will stand up to 24/7 rigorous use
- SAFE boats combine speed, handling, safety and stability – they are both FAST and MANEUVERABLE – a critical combination in fire, police, and rescue scenarios
- If unforeseen circumstances (enemy fire, weather, etc) occur, SAFE boats design and engineering features ensure the survivability of the officers/crew and enable them to perform their jobs. In the event of a catastrophic hull breach, the foam collar stabilizes the boat
- SAFE boats have had NO HULL FAILURES in more than 4 million hours of operation
- SAFE boats utilize a full-sized foam collar system for flotation, stability and fendering that is more durable than an Air Collar System or RIB

- With SAFE boats collar system, there is no deflation of the collar in any circumstances because it is 100% foam
- Foam collar is inherently UV stable, impervious to petroleum products, harsh solvents and extreme weather conditions
- The SAFE boat collar system can withstand small-arms fire from penetrating the hull. It has been shown to withstand ammunition of up to 7.62 mm.
- SAFE 25 Full cabin has been proven in tests with the USCG to self-bail in less than 60 seconds while sitting static
- The Hull of the SAFE boat is constructed from marine-grade 5086 aluminum and are bilge-less and watertight with pressure tested air chambers. Aluminum has several distinct advantages OVER FIBERGLASS, from less day-to-day maintenance to ease of repair

The above is a just a small highlight of the SAFE Boats design and superior design.

WHAT WE DO TO THE SAFE BOATS.. Our Services

- When we get these boats we go through them with a fine tooth comb
- We fully inspect the hull, deck, foam collar, super structure and cabin
- The hull itself is superior --- according to SAFE Boat there have been NO hull failures in more than 4 million hours of operation
- Replacement or repair necessary components
- All the old electronics are removed
- We essentially strip the vessel down and modernize it for your use/customization
- It's delivered per your custom specs
- Included in the price for the boat is finalization on vessel operation
- We stand behind our product....and we have been doing this for over 12 years.
- We have delivered our boats to Fire Departments, Police Departments and State Environmental Protection Agencies.
- Each one of our boats is unique and fully customized for each of our clients service needs

CUSTOMIZATION

Sea Support, Inc. can fully customize your SAFE boat to the Norwalk CT Fire Department's specific needs. Since we essentially strip down the vessel in our service warehouse and refurbish and rebuild as needed, we can customize this vessel to any specific service need or wish. The vessel we are proposing in this bid was generated specifically to your listed needs and features.....but should a modification be needed we are more than willing to customize it accordingly. Some fire departments have added further electronics to their vessels due to the cost savings we give them on the overall cost of the vessel and this allows them to further add FLIR and side scan sonar equipment. Some also have added CBRNE (Chemical, Biological, Radiation, Nuclear and Explosive) detection electronics/equipment.

The SAFE boat collar comes standard in the USCG orange color. For the Norwalk CT Fire Department we can paint it any color you desire. We have sold our SAFE boats in the past to other police and fire departments and they have requested blue or red sponsons accordingly. We have also sold to a State of Connecticut's Environmental Protection Unit, which requested the collar in green. Essentially, we can customize the collar in any color you wish from our paint scale.

Below is an example of our SAFE boats in Blue and Red:



ABOUT OUR COMPANY – SEA SUPPORT, INC.,

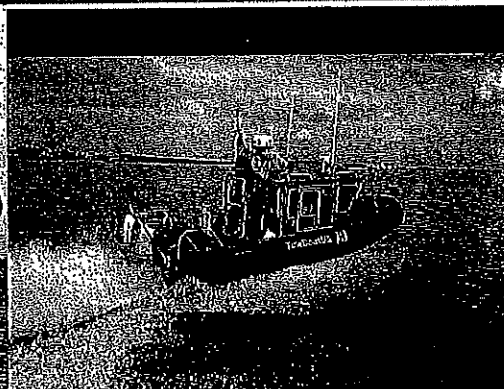
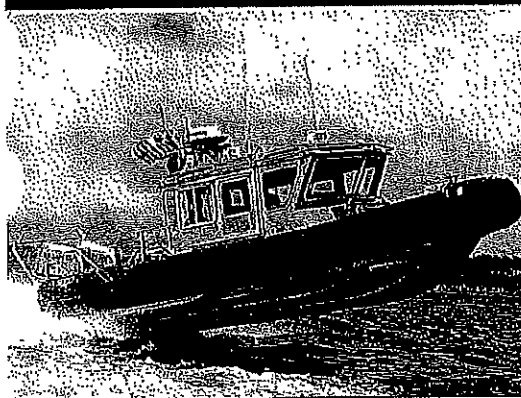
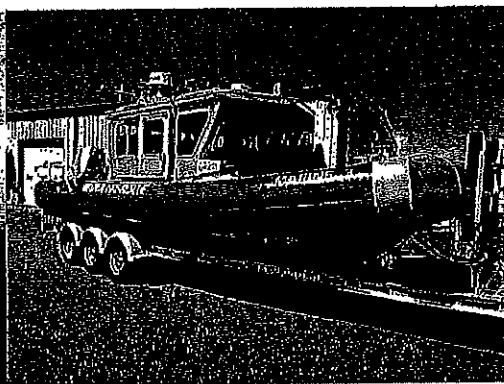
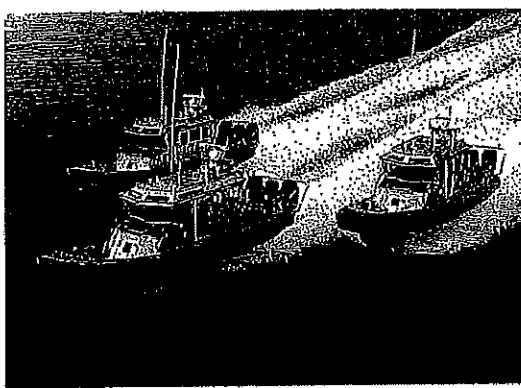
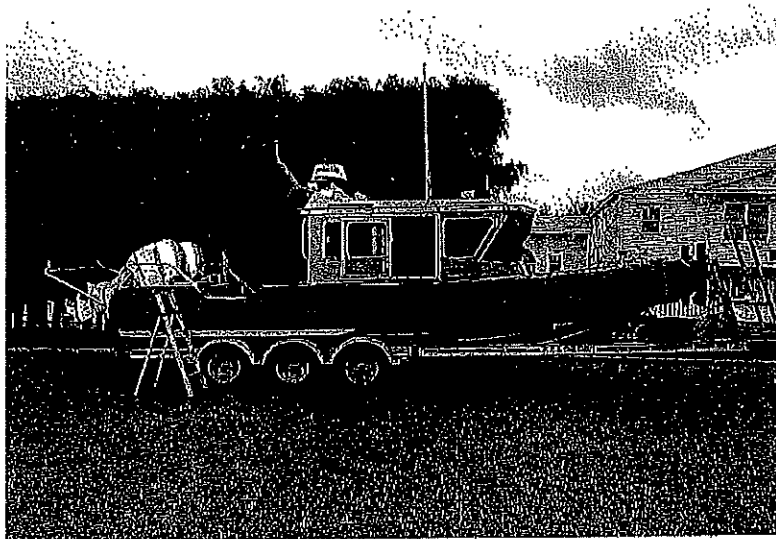
Our Company, Sea Support, Inc., specializes in refurbishing and customizing Former USCG SAFE boats to your service needs for official or private use. We have been providing this service for over 12 years. Our corporate headquarters is located in New Haven, CT while our SAFE Boat refurb warehouse is located in Rhode Island. Due to COVID, we have expanded our refurb warehouse capabilities and now have two other refurbishment sites – one in Old Saybrook, CT and one in New Haven, CT. Our clients have included Fire, Police, State Government, and corporations.

Sea Support, Inc., through its sister corporation, Port Security Services Inc., (PSS) also provides MTSA regulated security at our nation's ports and terminals. As such, we are in constant contact with the USCG, Border and Customs Patrol and other various Homeland Security agencies on any given day. PSS's core business is to provide security for our nation, either by providing direct security services or enhancing our various security providers with military grade vessels and equipment. In this type of work, we also use our SAFE boats for our businesses....so we are not just a "refurbisher" or "seller" of these types of SAFE boats BUT also a commercial user.

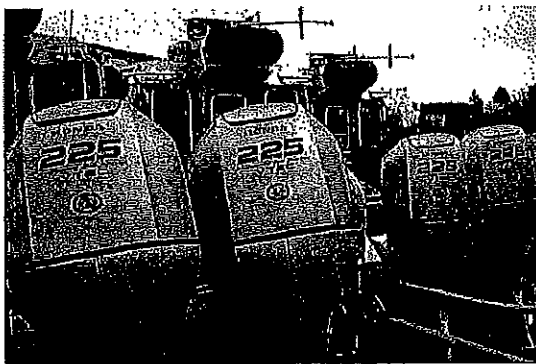
CONCLUSION

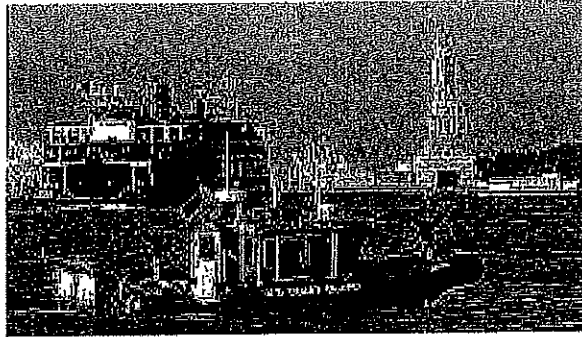
Thank you for the opportunity to bid on your proposal. As security providers ourselves, we fully understand the day-to-day service needs of law enforcement and emergency response personnel. As such, we believe in providing our security and first responder providers with the very best equipment so they can perform their jobs effectively.

Sea Support Defender Safe Boats (Photo Samples - 2022)



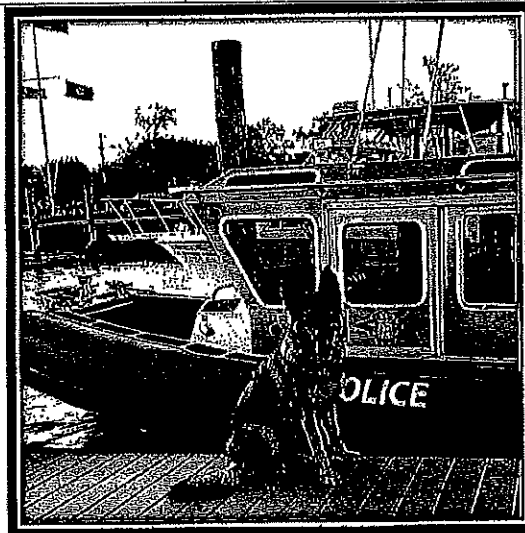
Sea Support Defender Safe Boats (Photo Samples - 2022)





SAFE BOAT Vessels help Departments meet the challenges of their unpredictable missions...

Max HP	450 HP (Twin 225 HP)
Length/Beam	25 ft / 8 ft., 6 in
Top Speed	46+ Knots
Max Range	150 NN @ 35 KTS
Max Sea / Wind	6 Feet / 25 Knots
Weight	7,400 LBS (Fully Outfitted)
Towing Capacity	10 Displacement Tons
Draft	3 Feet, 3 Inches



NORWALK CT FIRE DEPT Used FireBoat Requirements - Bid Due 4/11/2022 (As outlined in Section 2: PAGES 25 thru 30 of Bid#4165R NFD- Refurbished Boat)

<i>Vessel Specs, page 1</i>	<i>Sea Support Proposed</i>
25' SAFE Defender Boat (Retired USCG Fresh Water Boat) fully refurbished and certified as "New" condition ADDENDUM#1 CLARIFICATION#1: "The Engine/equipment and hull specifications must reconcile with each other's manufacturer's maximum specifications"	25' SAFE Defender Boat (Retired USCG Fresh Water Boat) fully refurbished and certified as "New" condition (EXCEPTION NOTE: Manufacturer's MAX HP load is 450HP on this proposed SAFE boat vessel, NOT 500 as requested -- we are adhering to your Addendum#1 Clarification#1 requirement).
Documented Freshwater use only	Yes, SAFE boat supplied will have Freshwater Use only provenance
1 each 250 HP YAMAHA Outboard Engine (Port)	EXCEPTION (noted previously) - Sea Support will supply 1 NEW 225 HP YAMAHA Outboard Engine (Port) which with other 225 engine will match the SAFE boat manufacturer's MAX HP load
1 each 250 HP YAMAHA Outboard Engine (Starboard)	EXCEPTION (noted previously) - Sea Support will supply 1 NEW 225 HP YAMAHA Outboard Engine (Starboard) which with other 225 engine will match the SAFE boat manufacturer's MAX HP load
ELECTRONICS -- Custom Installation of Norwalk FD specified Raymarine/ICOM electronics as outlined in this bid will be installed and checked to ensure operability	Yes, ELECTRONICS -- Custom Installation of Norwalk FD specified Raymarine/Icom electronics as outlined in this bid will be installed and checked to ensure operability
WHELEN FIRE LED Lights and Signals - per Norwalk FD direction - to be placed on vessel - Manufacturer: Whelan	Yes, FIRE LED Lights and Signals - per Norwalk FD direction - to be placed on vessel - Manufacturer: Whelan
FLIR Electronics Search System - Raymarine - per the Electronics specified in this bid by Norwalk FD installed	Yes, FLIR Electronics Search System - Raymarine - per the Electronics specified in this bid by Norwalk FD installed
Davits/Winches added to Vessel for easy vessel entry/exit water / 500lb hosting line	Yes, Davits/Winches added to Vessel for easy vessel entry/exit water / 500lb hosting line

<i>Vessel Specs, page 2</i>	<i>Sea Support Proposed</i>
30 Amp Smartplug - Part Number (C30503BM30PG) with 35' Cord for Shore Power	Yes, 30 Amp Smartplug - Part Number (C30503BM30PG) with 35' Cord for Shore Power
3-Bank Battery Charger for 3 AGM batteries (2 Main Engines and 1 House Battery)	Yes, 3-Bank Battery Charger for 3 AGM batteries (2 Main Engines and 1 House Battery)
Vessel equipped with Webasto 3500 diesel electric 12-volt heater with a 2.5 gallon tank	Yes, Vessel equipped with Webasto 3500 diesel electric 12-volt heater (or equivalent) with a 2.5 gallon tank
105 gallon fuel capacity (gas)	Yes, will be supplied as specified
Seating to include 4 - aluminum framed Shock Mitigating Seats by "Shox"	Yes, will be supplied as specified
Aluminum triple axel trailer with operational surge brakes, DOT required lighting and bow ladder WITH Winch Modification	Yes, will be supplied as specified

Bottom painted with anti-fouling paint - Trilux Paint Yes, Bottom painted with anti-fouling paint - Trilux Paint

Painting of Sponsons (Foam Collar) in color choice and lettering	Yes, Painting of Sponsons (Foam Collar) in color choice and lettering
Complete vessel refurbishment with comprehensive functionality checks performed on all systems	Agreed
Items in need of repair, updating, maintenance performed	Agreed
Vessel will be delivered FULLY FUNCTIONAL	Agreed
Independent third-party full C&V (Condition and Valuation) survey	Agreed
Perform an operation check on-site	Agreed
Include training (local to CT/RI) to ensure Full Familiarization voyage to staff/personnel	Agreed, at delivery time of vessel, in-person training for 2 hours. Telephone support as needed. Additional, in-person or in-water training to be determined, if needed by Norwalk, FD.

Vessel Specs, page 3	Sea Support Proposed
SAFE boat specifications in RFP -- Hull Construction; Foam Collar; Self-Bailing Decks; Speed Shoe (Planing Shoe); Performance Fins -- all checked and tested	Agreed
CUSTOMIZED On-Board List	Yes, will be supplied as specified
ADDENDUM#1 CLARIFICATION#2: Addition of Fire Supression engine/pumps designed for salt water environment capable of 500 GPM flow will need to be fixed deck mounted on the bow	Yes, will be supplied as specified -- Addition of Fire Supression engine/pumps designed for salt water environment capable of 500 GPM flow will need to be fixed deck mounted on the bow
<u>Under Safety, Rescue & Diving Equip (pg30):</u> Two (2) Fire extinguishers; life ring mount; Cabin dewatering pump - 2000GPH; CO detector(s) mounted in cabin	Yes, will be supplied
Vessel will be delivered to Norwalk FD, Veteran's Memorial Park and Marina; 42 Seaview Ave., Norwalk, CT 06855	Yes, Agreed
Delivery Time Estimate of Vessel	Boat will be delivered within 190 to 200 Days upon the successfully award of bid and contract execution OR at a determined delivery date in coordination with the Norwalk FD's need (<i>barring any unforeseen circumstances that would adversely affect our refurbishment operations personnel or business operations - I.E., COVID</i>)

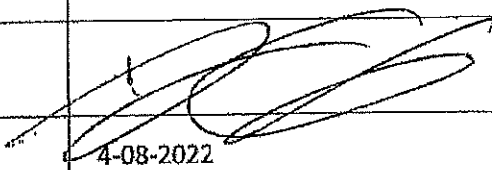
NORWALK CT FIRE DEPT Used SAFE Boat RAYMARINE/ICOM/WHELAN ELECTRONICS Requirements - Bid Due 4-11-2022 (As outlined in Section 2: Page 30&31)		
Part #	Product Description	Sea Support Proposed
E70372-00-NAG	AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kw CHIRP Sonar and Navionics+ US & Canada Charts	Yes, will be Supplied
E70372	AXIOM Pro 12 RVX Multifunction Display with RealVision 3D, 1kw CHIRP Sonar	Yes, will be Supplied
T70168	4kw 18" (456mm) HD Color Random + 10m RayNet Cable	Yes, will be Supplied
A80464	RV-100 RealVision 3D Transom Mount Transducer (8M cable)	Yes, will be Supplied
E70537	AR200 IP Camera Stabilization Module/GPS/Heading Sensor	Yes, will be Supplied
T70134	STNG Starter Kit (1xA06064, 2xA06031, 1xA06040, 1xA06049)	Yes, will be Supplied
A06064	5 Way Connector	Yes, will be Supplied
A06034	Backbone Cable 1m	Yes, will be Supplied
A80007	HS=5 Network Switch (Raynet)	Yes, will be Supplied
E70518	FLIR M 364C Dual Payload 640 CTV Camera, 24-Deg Hfov (does not include JCU)	Yes, will be Supplied
A80480	Jack Plate Mount for RV-100 RealVision 3D Transom Mount Transducer	Yes, will be Supplied
	ICOM RADIOS	
Part #	Product Description	Sea Support Proposed
UT-112	ICOM 510 VHF marine transceiver (2 NEEDED)	Yes, will be supplied

	WHELEN LIGHTING	
Part #	Product Description	Sea Support Proposed
PCH1	White with Universal ball mount (4 NEEDED)	Yes, will be supplied
PCH2	White with Universal ball mount (2 NEEDED)	Yes, will be supplied
WPA3FM	Weatherproof Siren Control	Yes, will be supplied
WPA112	Weatherproof Siren Amp	Yes, will be supplied
SA314A	Aluminum Siren Speaker	Yes, will be supplied
	TOTAL Raymarine/ICOM/Whelen Electronics + Installation On Vessel	\$52,395.00
	w/ Full Raymarine/ICOM/Whelen Manufactuer's Warranty	

CITY OF NORWALK PURCHASING DEPARTMENT

PROJECT:	4165R Norwalk Fire Department - Refurbished Boat (Re-Bid)		
VENDOR NAME:	Sea Support, Inc.		
Bid Security in the form of a (check one) is attached.	☒	Bond	☐ Certified Check
Cost for performance bond <u>Included in lump sum</u>	\$ 7,444.93*		*TOTAL COST OF PERFORMANCE BOND per thousand dollars
Insurance Agency Name -	John M. Glover Agency		Tel.- 203-234-2081
Agency Address -	East Building, P.O. Box 700, Norwalk, CT 06852		

Submitted by:

Print Name of Authorized Agent of Company	Ralph Gogliettino
Signature of Authorized Agent of Company	
Date	4-08-2022

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	03/23/2022	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK PURCHASING DEPARTMENT

1.2 STATEMENT OF BIDDERS QUALIFICATIONS

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

1.	Number of years in business:	34	
2.	Number of personnel employed:	Part Time	Full Time
		5	5

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

Project	Date	Contact Person	Phone No.
Mastic Beach FD, NY SAFE Boat 25' Full Refurb	1-2021	Bill Bondi, Commissioner	516-369-6025
Eastport FD, NY SAFE Boat 25' Full Refurb	6-2019	Ryan King	631-288-6646
State fo CT DEEP - SAFE Boat 25' Full Refurb	3-2019	Kelth Williams, Capt.	860-447-4360
Clinton CT PD, SAFE Boat 25' Full Refurb	7-2018	Vincent DeMaio, Chief	860-669-0451

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
NONE				

CITY OF NORWALK PURCHASING DEPARTMENT

5. ORGANIZATIONAL STRUCTURE OF BIDDER (check which applies)		general partnership
		limited partnership
		limited liability corporation
		limited liability partnership,
	X	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
		X	
	<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 LICENSE/REGISTRATION NUMBER	94-714-13
--	------------------

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

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

All information should be supported with appropriate audited financials.

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

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

Acknowledged by Sea Support, Inc.

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your vendor record has not been updated over three (3) years. Please complete and include the latest 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>

**CITY OF NORWALK PURCHASING
DEPARTMENT**

1.4 INSURANCE

Insurance Agency Name: John M. Glover Agency	Tel: 203-234-2081
Agency Address: East Building, P.O. Box 700, Norwalk, CT 06852	Email: sthompson@jmg.com

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

Public Safety and General Government Committee of the Common Council

Special Meeting- July 12, 2022 – 6:00p

To allow public access, anyone may access a meeting by telephone, Zoom, and/or the City of Norwalk YouTube channel. Specific instructions and links can be found at

[Agendas | Norwalk, CT - Official Website \(norwalkct.org\)](#)



Members of the public can use a telephone to call in, attend, listen and comment during public participation. They will not be able to see any of the meeting participants. All participants are muted upon entering the meeting. **To speak, press * 9 on your phone to "raise your hand" electronically, and then * 6 to unmute when called on** by the host of the meeting during the public comment section. Each meeting will use a unique Meeting/Webinar ID and may also have a passcode.



Upon written request not less than 24 hours prior to the meeting, a member of the public can request a physical location to attend this virtual meeting at City Hall. Such a member of the public will be provided access to a telephone so that they can attend the meeting in real time. The member of the public can call in, attend, listen and comment during the meeting. However, they will not be able to see any of the meeting participants. Each meeting will use a unique Meeting/Webinar ID and may have a password, which will be provided to the member of the public. The dial-in information can also be found in the table below.



Members of the public who wish to "view the meeting live" and/or provide "live comments" can use the Zoom meeting platform by clicking on the **"View/Participate" Live on Zoom** link below that is on the line with the meeting date and time. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called on by the host of the meeting during the public comment section.



Members of the public who wish to view the meeting, but are not participating, can also view the live meeting using the Zoom meeting platform by clicking on the **"View/Participate" Live on Zoom** link. **Some meetings** can also be viewed live on the City of Norwalk YouTube channel by clicking on **"View Only" Live on Youtube**. This stream is delayed by approximately 20 seconds, and not every meeting is streamed live to Youtube.



Members of the public who wish to provide public comment are encouraged to submit those comments to the meeting staff person (mdeluca@Norwalkct.org) via email in advance of the meeting. For these comments to be read into the record, they should be submitted at least three hours in advance of the meeting start time.

Special Meeting Agenda

I. Welcome and Roll Call

II. Public Participation

III. New Business

Police Department-

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments and/or amendments as may be necessary to enter into agreement with Recovery Network of Programs Inc., for the sole source contracting for embedded social workers, amount not to exceed \$216,000.00 annually. ARPA Funds, Account TBD.
- 1b. Authorize the Chief of Police, Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments as may be necessary to implement the Recovery Network of Programs, Community Response Initiative within the city of Norwalk.
- 2a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept funding under the State of Connecticut Department of Transportation, FY 2022 Highway Safety Project, DRE Instructor Support Grant.
- 2b. Authorize the Chief of Police, Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments as may be necessary to implement the State of Connecticut, Department of Transportation, FY 2022 Highway Safety Project, DRE Instructor Support Grant. Account: TBD.

Fire Department

1. Authorize Mayor Harry W. Rilling to sign Mutual Benefit and Use Agreement forms to utilize the following State of CT contracts, as needed, in the event of large- scale disaster responses that provide the opportunity for FEMA reimbursement.
 - Disaster Debris Response and Management Services
 - Vendor: AshBritt
 - State of CT Contract #: 14 PSX 0060
 - Disaster Debris Monitoring Services
 - Vendor: TetraTech
 - State of CT Contract #: 14 PSX 0059

Next Regular PS&GG meeting: 8/25 @ 7:00p



CITY OF NORWALK
Norwalk Police Department

To: Common Council Public Safety & General Government Committee Members

From: Deputy Chief Susan Zecca (SAZ)

Re: Common Council Authorization

Date: June 30, 2022

The Police Department seeks to contract with Recovery Network of Programs, Inc. to provide embedded social workers within the police department. This will be a collaboration between the Police Department and Recovery Network of Programs, Inc. to address mental health needs within Norwalk. The funding for this initial pilot program will be from ARPA funding, however the department will be looking to include program funding in our operating budget future years. This program will help connect those suffering from mental health illness and/or substance abuse dependence issues with case management and treatment options. Our program will be modeled after Stamford Police Department-Recovery Network of Programs, Inc.'s Community Response Initiative. The initial pilot program will be for one full time and one part time bilingual social workers.

The Norwalk Police Department has two trained Drug Recognition Experts (DRE), one of which has recently been trained as an instructor to assist statewide in training and evaluating other DREs. We are looking to apply for a grant through the State of Connecticut Department of Transportation, Highway Safety Program for funding of these activities. The grant runs through September 2022 and there is no cost share.

The authorization request is as follows:

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments and/or amendments as may be necessary to enter into agreement with Recovery Network of Programs Inc., for the sole source contracting for embedded social workers, amount not to exceed \$216,000.00 annually. ARPA Funds, Account TBD.
- 1b. Authorize the Chief of Police, Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments as may be necessary to implement the Recovery Network of Programs, Community Response Initiative within the city of Norwalk.
- 2a. Authorize the Mayor, Harry W. Rilling to execute any and all documents necessary to apply for and accept funding under the State of Connecticut Department of Transportation, FY 2022 Highway Safety Project, DRE Instructor Support Grant.

- 2b. Authorize the Chief of Police, Thomas Kulhawik, to execute any and all agreements, documents, instruments and amendments as may be necessary to implement the State of Connecticut, Department of Transportation, FY 2022 Highway Safety Project, DRE Instructor Support Grant. Account: TBD.

Budget CRI

1 FTE Social Worker-Bilingual	\$75,000	
Fringe	\$19,000	(employee plus one)
Laptop/Cell phone	\$2,400	
Travel/Training/Public Material	\$2,000	
Clinical Supervision	\$10,040	
Administrative cost	\$16,566	
	Total	\$127,006

1 PTE Social Worker-Bilingual	\$47,500	
Fringe	\$10,000	
Laptop/Cell	\$2,400	
Clinical Supervision	\$7,290	
Administrative cost	\$12,028	
	Total	\$79,218



Recovery Network

OF PROGRAMS

Recovery Network of Programs, Inc.

A private, non-profit behavioral health provider

The Community Response Initiative (CRI)

725 Bedford St
Stamford, CT 06902

The Community Response Initiative (CRI) is a mental health/substance use collaboration between Recovery Network of Programs, Inc (RNP) and the Stamford Police Department. The program operates out of the Stamford Police Department located 725 Bedford St, Stamford CT. The program connects individuals suffering from mental health illness and/or substance use dependence issues to mental health/substance use treatment and case management services primarily within the Stamford, CT area. The goal of the program is to work collaboratively with law enforcement personnel in addressing the needs of the mental health/substance use community. This will be accomplished by embedding a social worker within the law enforcement agency. In doing so we intend to close the gap that currently exist for the mentally ill and substance use disorder population. This will give this population the necessary means to obtain and stay connected to comprehensive services. Through this process the program will successfully lower law enforcements repeated calls for service, which will free up additional police resources to better serve its community. The CRI will give an opportunity for non-violent offenders to receive treatment in lieu of arrest by allowing them to receive a Promise To Appear (PTA) instead of a bond coupled with immediate access to treatment. The program may also divert individuals who meet the necessary criteria to be in the CRI program and have reported a mental health/substance use disorder illness.

Level of care is determined by a complete and thorough evaluation and clinical observation. Individuals who are part of the CRI program are given high priority access to treatment programs and, most times, can have an intake completed within a couple of hours from the time they are evaluated. The individuals can be referred to RNP programs or other treatment providers depending on their needs and availability of resources.

CRI clients that are receiving treatment from RNP, meet weekly with the CRI social worker or designee. Each encounter is documented in the client record. A copy of the note is made for

the program the client is currently participating in. Individuals in programs outside of RNP will meet or be in communication with the CRI social worker on a regular, consistent basis. Case management continues throughout the time that the client is in the CRI program.

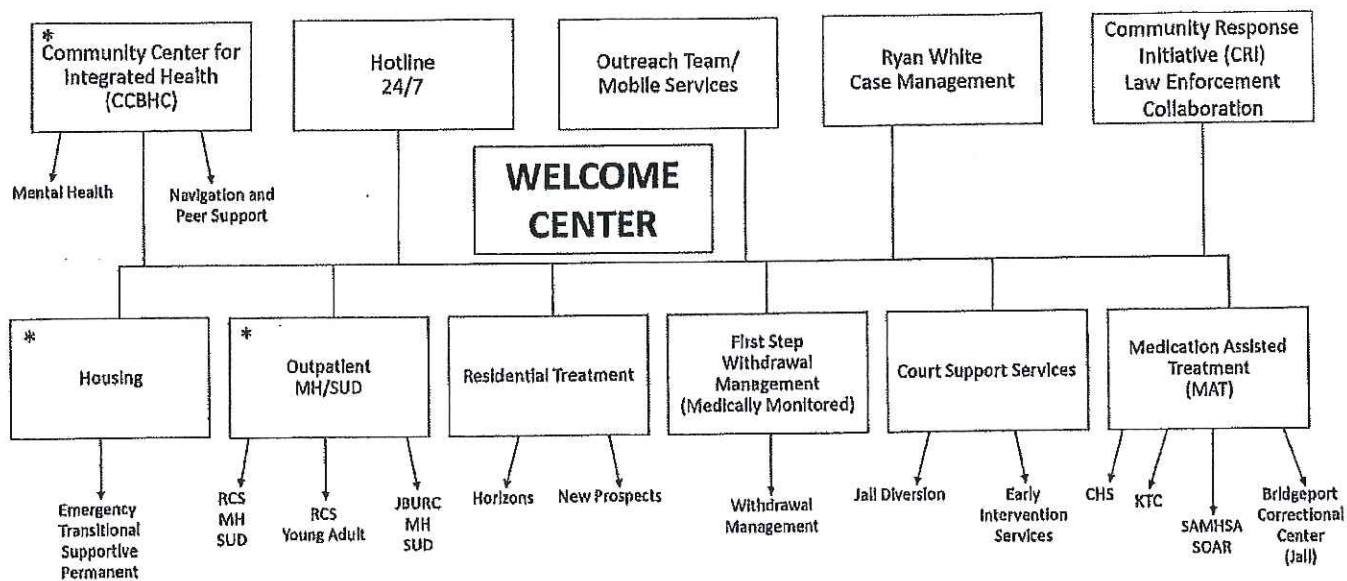
The designated community counselor/case manager must inform the CRI social worker or designee immediately of any major changes, non-compliance with program rules, lack of attendance or any other concerns. The CRI social worker or designee will meet with the client and community counselor/case manager in person or by phone within one business day of being notified of the issues. In collaboration with service providers and the CRI social worker/designee, treatment recommendations will be determined with the client. If it is decided that the client needs a higher level of care, the CRI social worker/Designee will assist in arranging the transfer and transportation of the client to the new program. If the client stops attending their program or stops engaging in their treatment, then the CRI social worker or designee will notify their law enforcement partner and RNP supervisor to inform them of such situation. If they are unable to make contact within seventy-two hours (72) there will be home visit conducted by CRI social worker and their law enforcement partner.

Once the client stabilizes, has been consistently engaged in treatment and/or has demonstrated a reduction in law enforcement calls for service the CRI social worker and the treatment team will meet and decide if the client is appropriate for a lower level of care. All treatment decisions are made in collaboration with the client, the current program and the CRI social worker/designee and documented in the client record.

Data outcomes are maintained by the Data Specialist and the CRI social worker and their law enforcement partners to determine trends and outcomes in the CRI program.



Recovery Network of Programs, Inc.



*Primary Care Provided On-Site



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 6/3/22

DEPARTMENT: Police Department

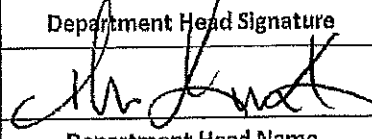
Procurement by non-competitive proposals may be used only when the award of a contract is infeasible under informal competitive quotations (§3-204), informal competitive request for proposals (§3-205), seal bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐	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
☐	After solicitation of a number of sources, competition is determined inadequate (record of source contacts and/or attempts to obtain pricing is attached)
☐	The compatibility of equipment, accessories, or replacement parts is of paramount consideration
☐	The item/service is available on a Cooperative Purchasing Agreement (please provide the organization name, quote and the contract/agreement number)
☐	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
☒	Other, please explain: <u>new pilot program with expertise and research by one known provider.</u>

TOTAL COST: \$206,224.00 MUNIS Account: ARPA funding

VENDOR: Recovery Network of Programs, Inc.

Purchasing Agent Signature		The Purchasing Agent		Department Head Signature	
Sharon Connors Purchasing Agent Name	Digitally signed by Sharon Connors Date: 2022.06.22 10:14:07 -04'00'	X	Supports		Department Head Name
			Does Not Support		
Date		X	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Date	<u>6-21-22</u>

JUSTIFICATION:

The department's goal is to hire a full-time Police Social Worker (PSW) position to decrease the repeat calls often related to mental health and unmet social service needs. The embedded PSW will work closely with the police department and act as a bridge to the community resources throughout the Greater Norwalk community. They can assess on the scene, the needs of the person in crisis and help quickly connect the residents to receive the best help, specific to the person's needs.

To do so the Recovery Network of Programs Incorporated (RNP) headquartered in Shelton, CT has served Fairfield County for over 50 years. Within the past several years they have developed a unique expertise developing the community response initiative in collaboration with local law enforcements. Having launched this targeted response with police departments in Connecticut, the city of Norwalk Police Department would like to propose engaging the Recovery Network Programs as the lead partner to house a full-time PSW to work collaboratively with law enforcement personnel in addressing the needs of mental health/substance use community.

Through this process the program will successfully lower law enforcement repeated calls for service, which will free up additional police resources to better serve the community. This initiative will give an opportunity for nonviolent offenders to receive treatment in lieu of arrests by allowing them to receive a Promise To Appear (PTA) instead of a bond couple with immediate access treatment. Selecting Recovery Network Programs will also divert individuals who meet certain criteria with direct access too many of their regional and statewide programs otherwise not available or known.

In closing, having an embedded social worker partnering with public safety, we can address and solve so many community issues and needs that we've never been able to do before. The expertise that the Recovery Network Programs, Incorporated will bring is critical to adeptly addressing problems or concerns from this vulnerable population. Thus, the need for allocation of resources will ensure a differential response that assesses, intervenes and effectively evaluates those who are in need.

UNIQUE AND SPECIAL FEATURES

Recovery Network of Programs (RNP) is uniquely qualified to provide described services above as they are the only known organization in our region to provide these services with specialized expertise working with Police Department's similar in size, diversity and intricacies. After an independent agency research no known organization have the knowledge, immediate responsiveness, contractor experience including personnel and direct project management. RNP has the features for all the needs, particularly providing individuals access with continuity of care from the initial call to the follow-up visits. Backed by their expanded access to integrated care within the State, including medical, mental health, and substance abuse services, residents who are directly referred from the police department will be able to receive the help they need with preferred referrals to directly to their network and other applicable programs. This approach will readily make available these resources and does not exist independent from the RNP service array.

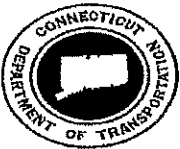
ANY OTHER VENDORS CONTACTED FOR PRICING? (Please attach quotes): n/a

Vendor 1: none known

Vendor 2: none known

EMERGENCY: Explain in detail the nature of the emergency

FY 2022 Highway Safety Project Grant Application

	FY 2022 HIGHWAY SAFETY PROJECT GRANT APPLICATION				
	CT DEPARTMENT OF TRANSPORTATION				
	FORM	HS-1	CFDA #	20.600	
	PROJECT NO:				
Revision:	PROGRAM AREA:	402-PT			Received Department of Transportation Highway Safety Office
July 1, 2021					
Expires:	PROGRAM AREA DESCRIPTION:	Police Traffic Services			
September 30, 2022					
ACCEPTANCE – IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.					
PROJECT TITLE:					
FY22 DRE Instructor Support Grant					
GOVERNMENTAL UNIT:			ADDRESS OF GOVERNMENTAL UNIT:		
City of Norwalk			125 East Avenue, Norwalk, Connecticut 06851		
APPLICANT:			ADDRESS OF APPLICANT:		
Norwalk Police Department			1 Monroe Street, Norwalk, Connecticut 06854		
FEIN:	DUNS NUMBER:	ANTICIPATED PROJECT STARTUP DATE:			
06-6011881	75410415	July 18, 2022			
PROJECT DIRECTOR:		TITLE:		TELEPHONE NUMBER:	
Thomas Roncinske		Grant Manager		203.854.3007	
SIGNATURE:		ADDRESS & ZIP CODE:		FAX NUMBER:	
		1 Monroe Street, Norwalk, Connecticut 06854			
FISCAL OFFICER:		TITLE:		E-MAIL ADDRESS:	
Chitsamay Lam		Comptroller		troncinske@norwalkct.org	
SIGNATURE:		ADDRESS & ZIP CODE:		TELEPHONE NUMBER:	
		125 East Avenue, Norwalk, Connecticut 06851		203.854.7870	
AUTHORIZING OFFICIAL:		TITLE:		FAX NUMBER:	
Harry W. Rilling		Mayor		203.854.7848	
SIGNATURE:		ADDRESS & ZIP CODE:		E-MAIL ADDRESS:	
		125 East Avenue, Norwalk, Connecticut 06851		clam@norwalkct.org	
				TELEPHONE NUMBER:	
				203.854.7701	
				FAX NUMBER:	
				E-MAIL ADDRESS:	
				hrilling@norwalkct.org	
FOR HSO USE ONLY					
APPROVED PROJECT PERIOD:		FROM:		THROUGH: September 30, 2022	
FISCAL REVIEW COMPLETED BY: (SIGNATURE AND DATE)		PROJECT MANAGER REVIEW COMPLETED BY: (SIGNATURE AND DATE)			
		Robert V. Klin			
		PROGRAM COORDINATOR REVIEW COMPLETED BY: (SIGNATURE AND DATE)			
		Joseph T. Cristalli, Jr.			
Christine Biske or Anila Hafeez		GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE: (SIGNATURE AND DATE)			
REQUESTED AMOUNT: \$5,984.82					
HSO APPROVED \$:		Garrett T. Eucalitto			
TOTAL ALLOTTED \$:					

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	PROBLEM ID	PAGE 1 OF 5

****Press "ALT" & "Enter" together to insert new line**

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

PROBLEM IDENTIFICATION

Describe in detail the specific problem to be corrected or impacted.
 Indicate the reason your current program or activity is not adequate and explain past efforts to resolve the problem.
 Provide supporting data, facts, or statistics that will substantiate the need for requested project.

Alcohol and drug impaired driving is a major contributing factor in traffic crashes, injuries and fatalities on Connecticut's roadways. NHTSA data for Connecticut indicates that 94 of Connecticut's 249 fatalities (37%) in 2019 were alcohol-impaired driving fatalities. Additionally, crashes related to drugged driving have become more prevalent in recent years. Connecticut studies have found a large increase in the number of drivers using marijuana or other illegal drugs. Over the 2015-2019 period, about 25% of drivers involved in fatal crashes tested positive for drugs (24.2%), with rates fluctuating from year to year. The impaired driving problem identification section of Connecticut's 2022 Highway Safety Plan calls for high visibility enforcement of the impaired driving laws, public information and education on the risks, dangers, and consequences of driving while impaired, prosecution of first time and repeat offenders and the passage of strong legislation. Networking, monitoring, and evaluation are also addressed in the plan. The successful implementation of the impaired driving enforcement plan is a vital component to the overall highway safety program in Connecticut.

Connecticut's 2022 Highway Safety Plan also calls for the training of law enforcement officials in the latest methods of drug evaluation and classification and to certify law enforcement officials as Drug Recognition Experts (DREs).

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

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

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	OBJECTIVES	PAGE 1 OF 4

****Press "ALT" & "Enter" together to insert new line**

OBJECTIVES
Describe the objectives to be accomplished during this project.
The objectives should be specific, clearly written, measurable, and time-framed.

The overall state goals are to decrease drug related crashes, injuries and fatalities through high visibility enforcement and prosecution of DUI offenders by:

- *Increasing the number of law enforcement officers trained to recognize the signs of an impaired driver under the influence of illegal or legal drugs or medications by providing statewide coordination of Standard Field Sobriety Testing (SFST) and Advanced Roadside Impaired Driving Enforcement (ARIDE) training to law enforcement.
- *Increasing the number of certified Drug Recognition Experts, instructors, and practitioners by providing statewide coordination of Drug Recognition Expert (DRE) training to law enforcement.
- *Increasing law enforcement recognition and conviction of various types of impaired driving, beyond alcohol impairment, by providing coordination to establish a DRE training program.
- *To reimburse DRE instructors for expenses incurred in facilitating the DRE practitioner class in Connecticut.
- *To reimburse DRE instructors for court costs incurred while testifying as DRE reconstructionist's and/or DRE subject matter experts in Connecticut.

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

Assist in the following activities:

- Provide 2 Standardized Field Sobriety Testing (SFST) and 10 Advanced Roadside Impaired Driving Enforcement (ARIDE) classes to law enforcement within Federal Fiscal Year (FFY) 2022
- Provide 1 Drug Recognition Expert (DRE) class to law enforcement within FFY 2022
- Increase certified DREs by 30% from 54 in FFY 2021 to 70 in FFY 2022
- Increase certified DRE Instructors by 50% from 7 in FFY 2021 to 10 in FFY 2022
- Increase DRE evaluations by 20% from 95 in FFY 2021 to 115 in FFY 2022
- *Reimbursement will be made for both straight time and overtime expenses as required*

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

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	ACTIVITIES	PAGE 1 OF 4

****Press "ALT" & "Enter" together to insert new line**

ACTIVITIES
 Describe activities and procedures you will undertake to achieve each objective.
 Identify project personnel and responsibilities. Include activity timelines.

All activities will be performed by a certified DRE Instructor.

- Assist in SFST and ARIDE training classes
- Assist in the DRE evaluation review process
- Assist in DRE callout related activities

Fourth Quarter (July 2022 - September 2022)

- Assist in DRE callout related activities
- Assist in SFST and ARIDE training classes

Budget to include the following:

Personnel expenses (Salaries and Overtime)

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

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE		APPLICANT				
FY22 DRE Instructor Support Grant		Norwalk Police Department				
		BUDGET				
BUDGET DETAIL FOR ITEMS THAT ARE CHARGED TO THIS GRANT						
A. Personnel Cost: Positions #		1	2	3	4	
*Hours worked on grant activities.	Position Title	DRE Instructor (Wasilewski)	DRE Instructor OT Rate			
	Hourly rate	\$44.000000	\$74.000000			
	Pay Period Scheduled Hours	50.00	40.00			
	*Hours allotted for this grant	50.00	40.00			
	Number of Pay Periods	1.00	1.00			
	A1	Salaries Sub-Total	\$2,200.00	\$2,960.00	\$0.00	\$0.00
		Salaries Total				\$5,160.00
	A2	Fringe Rate %	1.45%	1.45%		
		Fringe Sub-Total	\$31.90	\$42.92	\$0.00	\$0.00
		Fringe Total				\$74.82
	Salaries and Fringe Total	\$2,231.90	\$3,002.92	\$0.00	\$0.00	
					\$5,234.82	
A. Personnel Cost Total						
Personnel Costs Notes	Funding from this project will be used to assist with the administration of the DRE program. These duties include assisting with DRE training activities and provide support to current and newly trained Connecticut DREs. As well as conducting Drug Influence Evaluations.					
B. Travel (require pre-approval from HSO)			\$750.00		\$750.00	
Description	Travel to and from trainings, call-outs, assisting other agencies and meetings.					
C. Contractual Services			\$0.00		\$0.00	
Description						
D. Operating/Supplies Costs			\$0.00		\$0.00	
Description						
E. Equipment			\$0.00		\$0.00	
Description						
F. Indirect Cost @ rate:		0.00%			\$0.00	
	Sum of Indirect Cost Base Categories (attach agreement):				\$0.00	
	Indirect Rate Base Categories (i.e. A1,A2,B,etc.):					
Total Project Cost:					\$5,984.82	

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE		APPLICANT			
FY22 DRE Instructor Support Grant		Norwalk Police Department			
		MATCH			
BUDGET DETAIL FOR ITEMS THAT ARE SUBMITTED FOR MATCH FOR THIS GRANT					
A. Personnel Cost: Positions #		1	2	3	4
*Hours worked on grant but not reimbursed	Position Title				
	Hourly rate				
	Pay Period Scheduled Hours				
	*Match Hours allotted to this grant				
	Number of Pay Periods				
	A1 Match Salaries Sub-Total	\$0.00	\$0.00	\$0.00	\$0.00
	Match Salaries Total				\$0.00
	Match Fringe Rate %				
	A2 Match Fringe Sub-Total	\$0.00	\$0.00	\$0.00	\$0.00
	Match Fringe Total				\$0.00
Match Salaries and Fringe Total		\$0.00	\$0.00	\$0.00	\$0.00
A. Match Personnel Cost Total					\$0.00
Personnel Costs Notes					
B. Match Travel (require pre-approval from HSO)			\$0.00		\$0.00
Description					
C. Match Contractual Services			\$0.00		\$0.00
Description					
D. Match Operating/Supplies Costs			\$0.00		\$0.00
Description					
E. Match Equipment			\$0.00		\$0.00
Description					
F. Match Indirect Cost @ rate:		0.00%			\$0.00
Sum of Indirect Cost Base Categories (attach agreement):				\$0.00	
Indirect Rate Base Categories (i.e. A1,A2,B,etc.):					
Total Match Cost:					\$0.00

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE		APPLICANT			
FY22 DRE Instructor Support Grant		Norwalk Police Department			
		FRINGE			

FRINGE BENEFIT CERTIFICATION STATEMENT

NOTE: If fringe rate is being charged/reimbursed, this page should be completed and signed. Fringe benefit charges should NOT be included in the hourly rate. No hourly rate should be inflated--all hourly rates should be reported as actuals.

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

FROM Date: 07.18.2022 **TO Date:** 09.30.2022

#	Actual Cost Category	Straight Time Percentage	*Submitting for Reimbursement	Overtime Percentage	*Submitting for Reimbursement
1	Medicaid	1.45000%	YES	0.00000%	
2		0.00000%		0.00000%	
3		0.00000%		0.00000%	
4		0.00000%		0.00000%	
5		0.00000%		0.00000%	
6		0.00000%		0.00000%	
7		0.00000%		0.00000%	
8		0.00000%		0.00000%	
9		0.00000%		0.00000%	
10		0.00000%		0.00000%	
Total Fringe Rate		1.45000%	1.45000%	0.00000%	0.00000%

City/Town/Agency's Chief Financial Officer or Authorized Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

Name: Chitsamay Lam **Signature:** _____
Title: Comptroller **Date:** _____

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	REIMBURSEMENT	

PROJECT EXPENDITURES --- REIMBURSEMENT REQUIREMENTS

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Project Start Date	Project Ending Date September 30, 2022	Reimbursement Deadline October 30, 2022
--------------------	---	--

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

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

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT
FY22 DRE Instructor Support Grant	Norwalk Police Department
	AUDIT REQ

ATTACHMENT A

SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES EFFECTIVE OCTOBER 1, 2021

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of Norwalk Police Department
declares that for the fiscal year ending September 30, 2022, the sum total of Federal funds awarded to local government agencies from all sources DOES exceed \$750,000 and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: Chitsamay Lam

Signature: _____

Title: Comptroller

Date: _____

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

OR

AUDIT EXEMPTION STATEMENT:

The town/city/agency of Norwalk Police Department
declares that for the fiscal year ending September 30, 2022, the sum total of Federal funds awarded to local government agencies from all sources DOES NOT exceed \$750,000 and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: Chitsamay Lam

Signature: _____

Title: Comptroller

Date: _____

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

a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.

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

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 1 OF 7

Certifications and Assurances for Fiscal Year 2022 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Public Law 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

NONDISCRIMINATION

(applies to subrecipients as well as States)

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

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

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 2 OF 7

The Subgrantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:
 "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—
 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 - b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
 - c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 - d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
 - e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 3 OF 7

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

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

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

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

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 4 OF 7

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 5 OF 7

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

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

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

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 6 OF 7

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE	APPLICANT	
FY22 DRE Instructor Support Grant	Norwalk Police Department	
	CERTS & ASSURANCES	PAGE 7 OF 7

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

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

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

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

CITY/TOWN/AGENCY'S AUTHORIZED OFFICIAL

I understand that my statements in support of this application for Federal grant funds are statements upon which the Federal/State Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: Harry Rilling

Title: Mayor

Signature: _____

Date: _____

FY 2022 Highway Safety Project Grant Application

PROJECT TITLE		APPLICANT		
FY22 DRE Instructor Support Grant		Norwalk Police Department		
		SUMMARY		
BUDGET SUMMARY				
TOTAL FEDERAL BUDGET	\$5,984.82	FEDERAL SHARE	100.00%	
TOTAL MATCH BUDGET	\$0.00	NON-FEDERAL SHARE	0.00%	
FEDERAL AWARD IDENTIFIER NUMBER (FAIN):		69A37520300004020CT0		
		69A37521300004020CT0		
		69A37522300004020CT0		
CHARGES FOR THIS GRANT	AMOUNT	BUDGET SUMMARY APPROVAL		
SALARY	\$5,160.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
FRINGE BENEFIT @ 1.45%	\$74.82	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
TRAVEL	\$750.00	☐ APPROVED	☐ CONDITION APPLY*	☐ N/A
CONTRACTUAL SERVICES	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
OPERATING/SUPPLIES COSTS	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
EQUIPMENT	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
INDIRECT COSTS	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
TOTAL FEDERAL BUDGET	\$5,984.82	APPROVED \$:		
MATCH FOR THIS GRANT	AMOUNT	MATCH SUMMARY APPROVAL		
SALARY	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
FRINGE BENEFIT @ 0.00%	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
TRAVEL	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
CONTRACTUAL SERVICES	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
OPERATING/SUPPLIES COSTS	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
EQUIPMENT	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
INDIRECT COSTS	\$0.00	☐ APPROVED	☐ CONDITION APPLY*	☒ N/A
TOTAL MATCH BUDGET	\$0.00	MATCH \$:		
*Conditionally approved amounts will only be reimbursed upon satisfying the condition mentioned below.				
NOTES:				

HSO REIMBURSEMENT INVOICE

CT DEPARTMENT OF TRANSPORTATION
HIGHWAY SAFETY OFFICE
ADDRESS: 2800 BERLIN TURNPIKE
CITY: NEWINGTON
STATE: CT
ZIP CODE: 06131-7546
ATTENTION: PHYLLIS DIFIORE



PAYEE:
ADDRESS LINE #1:
ADDRESS LINE #2:
CITY/TOWN:
STATE:
ZIP CODE:
PHONE NUMBER:

GRANT NAME:	FY22 DRE Instructor Support Grant		
INVOICE DATE:		VENDOR ID #	
INVOICE #		ADDRESS #	
STATE PROJECT #	0	PURCHASE ORDER #	
BILLING PERIOD:		RECEIPT #	

BUDGET CATEGORIES	BUDGET	CURRENT INVOICE	PREVIOUSLY BILLED	BALANCE
SALARIES	\$5,160.00	\$0.00	\$0.00	\$5,160.00
FRINGE BENEFITS % 1.45%	\$74.82	\$0.00	\$0.00	\$74.82
TRAVEL (Mileage only)*	\$750.00	\$0.00	\$0.00	\$750.00
CONTRACTUAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING/SUPPLIES COSTS	\$0.00	\$0.00	\$0.00	\$0.00
EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00
INDIRECT COSTS 0.00%	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL:	\$5,984.82	\$0.00	\$0.00	\$5,984.82

MATCH (if any): \$0.00 **INVOICE AMOUNT:** \$0.00

CITY/TOWN/AGENCY'S AUTHORIZED OFFICIAL

I CERTIFY, that in accordance with the laws of the state and under the terms of the approved program(s) area that actual costs claimed have been incurred and have not previously been presented for payment.

NAME:		SIGNATURE:	
TITLE:		DATE:	
EMAIL:			

FOR HSO USE ONLY

PHYLLIS DIFIORE

PROJECT MANAGER:	SIGNATURE	DATE
JOSEPH T. CRISTALLI		

SAFETY PROGRAM COORDINATOR:	SIGNATURE	DATE
CHRISTINE BISKE OR ANILA HAFEEZ		

FISCAL APPROVAL	SIGNATURE	DATE
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NOTES:		Received Department of Transportation Highway Safety Office
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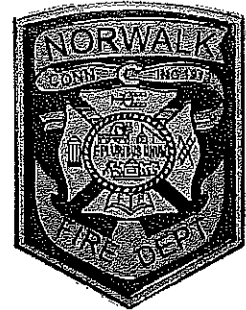
MEMO

To: Common Council, Public Safety and General Government Committee

From: Michele DeLuca, Deputy Director- Emergency Management

RE: Common Council Authorization

DATE: July 7, 2022



Authorize Mayor Harry W. Rilling to sign Mutual Benefit and Use Agreement forms to utilize the following State of CT contracts, as needed, in the event of large- scale disaster responses that provide the opportunity for FEMA reimbursement.

Disaster Debris Response and Management Services

- Approved Vendor: AshBritt
- State of CT Contract #: 14 PSX 0060

Disaster Debris Monitoring Services

- Approved Vendor: TetraTech
- State of CT Contract #: 14 PSX 0059

Background:

Pre-Positioned Debris Management Contracts offers valuable extra layer of protection in the event of an emergency. They allow for pre-planning and preparation, address procurement, contracting, payment, and operations questions and expedites the recovery efforts and restores normalcy. While the City can manage required debris removal and monitoring activities for smaller and moderate sized storms, local resources may be overwhelmed for a large scale response, such as Superstorm Sandy.

Agencies that do not have a pre-positioned debris management contract may utilize the State's Disaster Debris Management Services and Debris Monitoring Contracts. Municipalities can sign a Mutual Benefit & Use Agreements (MBUA). These can be signed at any time –no need to wait for a declared event.

Having signed MBUAs with AshBritt and TetraTech provides a level of redundancy and support for these critical services, should the City need them. Debris removal costs are eligible expenses under FEMA's Public Assistance (PA) program.

Disaster Debris Response and Management Services- DAS Contract Award 14PSX0060.

AshBritt provides for clearing, collecting and transporting debris, establishing and operating temporary debris management sites, and ensuring ultimate recycling or disposal of debris.

State of Connecticut Contract Services-

- Emergency Push Services
- Demolition of Structures
- ROW Collection Uncontaminated Vegetative Debris (ROW= Right of Way)
- ROW Removal/Processing/Disposal of Hazardous Limbs, Trees, & Stumps
- ROW Collection/Disposal of Non-Asbestos Containing C&D
- ROW Collection/Disposal of Electronic Waste
- ROW Collection/Disposal of Household Hazardous Waste
- ROW Collection/Disposal of White Goods
- DMS Site Management

Debris Monitoring (Reimbursement Documentation) -DAS Contract Award 14PSX0059

TetraTech provides for monitoring of debris removal operations and debris site management. The monitoring contract also provides comprehensive oversight, guidance and documentation services. This monitoring is required to receive potential federal reimbursement for disaster debris management expenditures under FEMA Public Assistance programs.. Most communities don't have the resources available to meet FEMA's increasing and complex documentation requirements

Debris removal costs will likely be the most expensive aspect of recovery. Documentation is critical –Audits are inevitable.

State of Connecticut Contract Services-

- Truck Certification
- ROW Collection Monitoring
- Disposal Monitoring
- Tracking and Reporting
- Specialized Program Documentation
- Invoice Reconciliation & Close Out



VII B

MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkcl.org

POSITION
Michael Yeosock
myeosockl@norwalkcl.org

Memorandum

July 6, 2022

To: Members of the Public Works Committee
Member of the Norwalk Common Council

From: Michael Yeosock

Subject: State Project 102-360 Norwalk Traffic Signal System Upgrade – Phase 4
Construction Inspection Services

The Department of Transportation, Mobility, and Parking, with the assistance of the Purchasing Office recently issued a request for proposals for construction inspection services for State Project 102-360 Norwalk Traffic Signal System- Upgrade 4. Due to the number of projects currently under construction by TMP, there is a need for additional outside staffing to help assist in providing full-time construction inspection which is requirement under the federal grant program's guidelines.

All the firms were provided with a project description, scope of services, qualification requirements, and requested to provide a Lump Sum price for 220 8-hour days of project inspection over a 14-month period. The lump sum price was to include all direct expenses including travel time, phone calls, etc. The firms were also asked to provide a cost for each additional day of inspection over the 220-day allotment.

Bids were received from the following 3 firms:

RHS Consulting Design, LLC - \$296,510 (Lump Sum), \$1,350 (each additional day)
Hardesty & Hanover Construction Services, LLC - \$300,680 (Lump Sum), \$1,344 (each additional day)
M&J Engineering P.C. - \$246,650 (Lump Sum), \$725.76 (each additional day)

Each firm was interviewed and evaluated by a panel consisting of 3 members of TMP. Staff from the Purchasing Department was also present at the interviews. The firms were scored based on their cost proposal (50 points) qualifications and experience (30 points), overall impression of proposal (10 points) and additional considerations (10 points).

After carefully deliberation, evaluation, and scoring, M&J Engineering P.C. was unanimously deemed to be the firm that best meets the project needs.

This project is scheduled to bid in the next 6 to 8 weeks and involves the upgrade of traffic signals at up to 5 locations and other assorted work.



Stantec Consulting Services Inc.
55 Church Street Suite 601, New Haven CT 06510-3014

June 21, 2022

Michael M. Yeosock, PE
Assistant Principal Engineer
City of Norwalk
125 East Avenue
Norwalk, CT 06856

RE: Boardwalk Structural Engineering Design Services for
NRVT Phase 2
State Project 102-350

Dear Mr. Yeosock:

As requested, Stantec submits this proposal to provide construction support services for the Norwalk River Trail – Phase 2, State Project 102-350. This proposal is for the revisions of the boardwalk layout and framing plans, and bents section details (i.e. bracing, change in cross beam size, etc.). Framing and bents revisions are as per the as-built piles layout. Stantec will provide plans and details and provide direction to the contractor as needed.

Fee

Stantec will provide the above services for a lump sum fee of \$5,500.

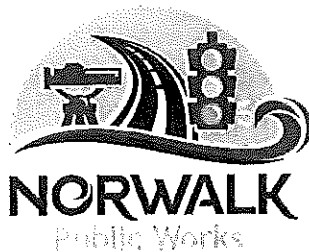
If you should have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely yours'

STANTEC CONSULTING SERVICES INC.


Jeff Olszewski, PLA, ASLA
Associate
Jeff.olszewski@stantec.com


Joelito N. Villaluz, P.E., LEED AP
Civil Engineer
Joelito.Villaluz@stantec.com



CITY OF NORWALK
Paul L. Sotnik, P.E.
Senior Civil Engineer
psotnik@norwalkct.org
P: 203-854-7891 / F: 203-857-0143
Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Anthony R. Carr, P.E., C.F.M. – Chief of Operations and Public Works

FROM: Paul L. Sotnik, P.E. - Senior Civil Engineer *P.L.S.*

CC: Vanessa Valadares, P.E. – Principal Engineer
Christopher Torre – Superintendent of Highway Operations, Tree Warden
Ken Hughes – Interim Director, Recreation and Parks

REF: Item To Be Included On July 5, 2022 Public Works Committee Agenda

DATE: July 6, 2022

On June 17, 2022 representatives from the Purchasing Department and the Department of Public Works (D.P.W.) opened responses to the Request For Proposals (RFP) for the Grant Funded Supply and Planting of Trees and Shrubs (Project #4209). Based upon those results, a Committee consisting of Richard Whitehead, Vice Chairman of the Tree Advisory Committee, Ken Hughes and Paul Sotnik overseen by the Purchasing Agent, interviewed the Companies that responded to the RFP on June 29, 2022. Based upon the results of those interviews and the RFP submissions, it is the recommendation of the Committee that Almstead Tree & Shrub Care Company, LLC and Minutemen Land Services, Inc. be awarded the on-call contract for the Supply and Planting of Trees and Shrubs.

RFP provides the Specifications for the Planting Materials, Ground Preparation, Tree & Shrub Planting Details, Pruning, Mulching, and Watering. Under Setting Plants Section I – Establishment of Planting of the RFP, watering rates and methods are specified. It states that the Contractor has the option of, but is not required, to use tree watering/irrigation bags to achieve the required watering that is specified. It also specifies that the Contractor is required to continue the work specified under the "Establishment of Planting" for a period of Two (2) years following satisfactory completion of the planting. Per Section 2.1.M – Scope of Services/Objectives & Responsibilities – Special Conditions and Notes of the RFP, states that the Contractor(s) are responsible for providing a Water/Maintenance Schedule Report on a monthly basis, from April to November each year indicating the dates that watering and other maintenance work is done.

There were thirteen (13) criteria used to evaluate the responses to the RFP as specified in Section 2.5 – Criteria for Evaluating Proposal Submissions of the RFP.

One of the thirteen (13) criteria referenced above was the Proposed Fees. In order to accurately compare the fees, since this is an RFP and not a bid, D.P.W. compared the Grand Total of the Unit Prices for the various trees specified that were provided by both of the two (2) companies

that responded to the RFP. The Grand Total of those prices is provided on the attached Bid Sheet.

Due to a minor change in unit prices between both companies and based upon the volume of tree planting work that is intended to be done under this Project, the Committee felt that it would be advantageous for the City to have a contract with both of these companies.

Therefore, I would like to request that the following item be included on the agenda for the July 5, 2022 meeting of the Public Works Committee of the Common Council for approval.

Action as amended.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute an On-Call Agreement between the City of Norwalk and Almstead Tree & Shrub Care Company LLC and Minutemen Land Services, Inc. for the supply and planting of trees and shrubs. Task Orders not to exceed \$700,000 in aggregate between the two (2) companies.

Account No.: 134010 5796 APW08
133710 5796 AEC18

If you have any questions, please do not hesitate to contact me.



CITY OF NORWALK
Department of Public Works

Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125

P: 203-854-7791 / F: 203-857-0143

BID SHEET

**PROJECT: GRANT FUNDED SUPPLY & PLANTING OF TREES AND SHRUBS –
RFP PROJECT #4209**

DATE: THURSDAY, JUNE 17, 2022 2:00 P.M.

BIDDER

BID AMOUNT

Almstead Tree & Shrub Care Co., LLC
547 Hope Street
Stamford, CT 06907

\$49,637.55

Minutemen Land Services, Inc.
377 Highland Avenue
Norwalk, CT 06854

\$54,500.00

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:	4209
REQUESTING DEPARTMENT:	DPW
DATE OF RFP ISSUANCE:	06/03/2022
TITLE OF RFP:	Grant Funded Supply and Planting of Tree and Shrubs
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 06/15/2022
HARD COPY SUBMISSION DEADLINE:	2:00 PM 06/17/2022
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF RFP OPENING:	2:00 PM 06/17/2022
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 ACKNOWLEDGEMENT FORMS (ONE ORIGINAL PLUS TWO (2) COPIES)
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. IF A BIDDER USES A COURIER SERVICE FOR RFP DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE RFP REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL RFPs SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE. REFERENCE THE PROJECT NUMBER ON THE OUTSIDE OF THE ENVELOPE.
4. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPs, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.
 - b. EACH BIDDER MUST FULLY INFORM HIM/HERSELF OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. INASMUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
5. TIME IS OF THE ESSENCE (IF APPLICABLE):
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK

PURCHASING DEPARTMENT

GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk is requesting sealed proposals for the supply and planting of Trees and Shrubs for the Department of Public Works, Recreation and Parks Department, and various other departments as needed. Funding for the supply and planting of trees and shrubs has been provided by ARPA, other Federal grants, and State grants. 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.org>. 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.org>. 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.org. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, June 10, 2022.

6. SUBMISSION OF RFP

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

All sealed electronic submissions must be submitted in Bonfire no later than June 15, 2022, at 2:00PM.

All sealed hard copy submissions should be submitted to the City of Norwalk's Purchasing Department no later than June 17, 2022 at 2:00 PM at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 211

CITY OF NORWALK PURCHASING DEPARTMENT

Norwalk, CT 06856-5125

7. SUMMARIES

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

SPECIAL NOTES:

1. **IMPORTANT Submission Information:** As of 08/10/2020, a new interior Customer Service window opened inside City Hall that will help serve the public during the ongoing COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. Members of the public can walk-in and they must wear a mask/face covering. If you are planning to use the Customer Service window to drop off your submission, it is recommended to drop off the submission as early as possible since the team will be serving other customers.

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

2. **Public Opening:** Per the City of Norwalk Purchasing Guidelines (<https://www.norwalkct.org/DocumentCenter/View/334/City-Procurement-Guidelines?bidId=>) 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
TABLE OF CONTENTS**

SECTION 1 FORMS OF PROPOSAL

- 1.1 RESPONSE FORMS
- 1.2 BIDDERS QUALIFICATIONS
- 1.3 CITY OF NORWALK VENDOR RECORDS
- 1.4 INSURANCE
- 1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

SECTION 2 – PROJECT SPECIFICATIONS/SCOPE OF WORK

SECTION 3– GENERAL INFORMATION

SECTION 4-N/A

SECTION 5–NORWALK LIVING WAGE ORDINANCE INFORMATION

EXHIBIT A

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is no 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 he has or 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 he waives all right to plead any misunderstanding regarding the same.

The undersigned further understands and agrees that he 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

PLANTINGS		<u>BASE PERIOD</u>
		July 2022-November 2024
1.	Total - Trees (supply & planting with two (2) year guarantee) (Sum of Unit Prices #1)	\$
2.	Total - Shrubs (supply & planting with two (2) year guarantee) (Sum of Unit Prices #2)	\$
	SUBTOTALS	\$
3.	Price for planting a donated tree (planting and maintaining only – no supplying or guarantee)	\$
4.	GRAND TOTALS (1-3)	\$

CITY OF NORWALK
PURCHASING DEPARTMENT

B. UNIT PRICES

#1-Street/Park Trees			Unit Price
Native Selections			
Genus/Species	Common Name	Size	Base Period
Acer negundo	Ash-Leaf Maple	15 gal.	
Acer rubrum	Red Maple	2.5" - 3" cal.	
Acer saccharum	Sugar Maple	2.5" - 3" cal.	
Acer saccharinum	Silver Maple	2.5" - 3" cal.	
Amelanchier canadensis (standard)	Serviceberry	7' - 8' ht.	
Betula nigra	River Birch	8' - 10' ht.	
Betula populifolia	Gray Birch	15 gal.	
Carpinus caroliniana	American Hornbeam	2.5" - 3" cal.	
Celtis occidentalis	Common Hackberry	2.5" - 3" cal.	
Cercis canadensis	Eastern Redbud (pink)	2.5" - 3" cal.	
Cornus alternifolia	Alternate-Leaf Dogwood	15 gal.	
Cornus florida	Flowering Dogwood	2.5" - 3" cal.	
Crataegus crus-galli	Cock-Spur Hawthorn	2" - 2.5" cal.	
Fagus grandifolia	American Beech	2" - 2.5" cal.	
Juglans nigra	Black Walnut	15 gal.	
Juniperus virginiana	Eastern Red Cedar	7' - 8' ht.	
Larix laricina	American Larch	7' - 8' ht.	
Liquidambar styraciflua	American Sweetgum	2.5" - 3" cal.	
Liriodendron tulipifera	Tuliptree	2.5" - 3" cal.	
Magnolia x Soulangiana	Saucer Magnolia	7' - 8' ht.	
Nyssa sylvatica	Black Tupelo	2.5" - 3" cal.	
Ostrya virginiana	Eastern Hop-Hornbeam	2.5" - 3" cal.	
Pinus rigida	Pitch Pine	7' - 8' ht.	
Pinus strobus	Eastern White Pine	7' - 8' ht.	
Platanus occidentalis	American Sycamore	2.5" - 3" cal.	
Quercus alba	Northern White Oak	15 gal.	
Quercus bicolor	Swamp White Oak	2.5" - 3" cal.	
Quercus coccinea	Scarlet Oak	2.5" - 3" cal.	
Quercus macrocarpa	Bur Oak	1.75" - 2" cal.	
Quercus palustris	Pin Oak	2.5" - 3" cal.	
Quercus rubra	Red Oak	2.5" - 3" cal.	
Salix nigra	Black Willow	2.5" - 3" cal.	
Thuja occidentalis	Arborvitae/White Cedar	7' - 8' ht.	
Tilia Americana	American Linden	2.5" - 3" cal.	
Tilia Americana 'Redmond'	Redmond American Linden	2.5" - 3" cal.	
Tilia cordata	Littleleaf Linden	2.5" - 3" cal.	
Tsuga canadensis	Eastern Hemlock	7' - 8' ht.	

CITY OF NORWALK
PURCHASING DEPARTMENT

#1-Street/Park Trees			Unit Price	
Hybrid Selections				
Genus/Species	Common Name	Size	Base Period	
Amelanchier canadensis	Canadian Service Berry	15 gal.		
Amelanchier x grandiflora	Apple Service Berry	15 gal.		
Carpinus betulus 'Fastigiata'	Fastigate European Hornbeam (columnar)	2.5" - 3" cal.		
Cornus kousa	Kousa Dogwood	2.5" - 3" cal.		
Cornus mas	Cornelian Cherry Dogwood	7' - 8' ht.		
Cornus x Rutcan Constellation	Constellation Flowering Dogwood (white)	2.5" - 3" cal.		
Cornus x Rutcan Stellar Pink	Stellar Pink Flowering Dogwood (pink)	2.5" - 3" cal.		
Crataegus phaenopurum 'Winter King'	Winter King Hawthron	2" - 2.5" cal.		
Gingko biloba 'Princeton Sentry'	Princeton Sentry Gingko	2.5" - 3" cal.		
Gleditsia triacanthos Var. Inermis	Thornless Common Honeylocust	2.5" - 3" cal.		
Ilex x 'Nellie R. Stevens'	Nellie Stevens Holly	6' - 7' ht.		
Liquidambar styraciflua 'Slender Silhouette'	Slender Silhouette American Sweetgum	2.5" - 3" cal.		
Magnolia stellata	Star Magnolia	7' - 8' ht.		
Malus 'Donald Wyman'	Donald Wyman Crab (white)	2" - 2.5" cal.		
Malus floribunda	Japanese Flowering Crab (rose)	2" - 2.5" cal.		
Malus 'Snowdrift'	Snowdrift Crab (white)	2" - 2.5" cal.		
Picea abies	Norway Spruce	7' - 8' ht.		
Platanus x aerifolia 'Bloodgood'	Bloodgood London Planetree	2.5" - 3" cal.		
Prunus sargentii 'Columnaris'	Columnar Sargent Cherry	2.5" - 3" cal.		
Prunus serrulata 'Kwanzan'	Kwanzan Cherry	2.5" - 3" cal.		
Prunus x Yedoensis	Yoshino Cherry	2.5" - 3" cal.		
Quercus robur 'Fastigiata'	Pyramidal English Oak	2.5" - 3" cal.		
Salix alba 'Niobe'	Golden Weeping Willow	2.5" - 3" cal.		
Sophora japonica	Japanese Pagodatree	2.5" - 3" cal.		
Syringa reticulata	Japanese Tree Lilac	2.5" - 3" cal.		
Tillia tomentosa	Silver Linden	2.5" - 3" cal.		
Zelkova serrata	Japanese Zelkova	2.5" - 3" cal.		
SUM OF UNIT PRICES (#1)				

CITY OF NORWALK
PURCHASING DEPARTMENT

#2-Street/Park Shrubs			Unit Price	
Native Selections				
Genus/Species	Common Name	Size	Base Period	Option Periods
Amelanchier aborea	Downy Shadbush	15 gal.		
Amelanchier laevis	Smooth Shadbush	15 gal.		
Clethra alnifolia	Summersweet	5 gal.		
Cornua alba	Red Osier	5 gal.		
Cornus racemosa	Gray Dogwood	5 gal.		
Hamamelis virginiana	American Witch-Hazel	15 gal.		
Ilex verticillata	Winterberry	5 gal.		
Juniper (species)	Juniper	5 gal.		
Myrica pensylvanica	Northern Bayberry	5 gal.		
Prunus americana	American Plum	5 gal.		
Prunus virginiana	Choke Cherry	5 gal.		
Rhododendron spp.	Rhododendron	10 gal.		
Rhus copallinum	Winged Sumac	5 gal.		
Rhus glabra	Smooth Sumac	5 gal.		
Rhus typhhina	Stag-Horn Sumac	5 gal.		
Salix discolor	Pussy Willow	5 gal.		
Viburnum dentatum	Arrowwood Viburnum	5 gal.		
Zanthoxylum americanum	Toothachetree	15 gal.		

**CITY OF NORWALK
PURCHASING DEPARTMENT**

#2-Street/Park Shrubs			Unit Price	
Hybrid Selections				
Genus/Species	Common Name	Size	Base Period	
Cotoneaster spp.	Cotoneaster	3 gal.		
Enkianthus campanulata	Redveined Enkianthus	5 gal.		
Forsythia x intermedia	Forsythia	5 gal.		
Ilex crenata	Japanese Holly	3 gal.		
Prunus laurocerasus	Cherry Laurel	5 gal.		
Rosa rugosa	Rugosa Rose	3 gal.		
Spiraea x bumalda 'Anthony Waterer'	Anthony Waterer Spirea	3 gal.		
Viburnum pilcatum	Doublefile Viburnum	5 gal.		
Viburnum x burkwoodii	Burkwood Viburnum	5 gal.		
SUM OF UNIT PRICES (#2)				

C. CERTIFICATION

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

D. 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 License/Registration Number:			
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:

IDENTIFY YOUR BUSINESS' SUPPLIER 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

Information Technology Department



City of Norwalk Vendor Questionnaire

Rev 11.12.2021

- 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. System and Equipment Access:

Will your organization need access to the City's information systems, technology equipment and/or network to perform the services? (Yes or No; if Yes, please explain. Note that a NO answer means you will solely use your own systems and networks to perform the service.)

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

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.

4. Description of Services/Products: What services/products will your organization provide to the City?

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? Use a scale.*Example: 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?

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?

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

13. Independent Attestations: Does your organization have independent attestations such as (i.e. ISO 27001, SSAE-18 SOC-1, SOC-2, PCI-DSS, ISO9001)?

14. Information Security

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

- 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?
- i) Does your organization utilize firewalls to filter incoming data and information from the internet into your company network?
- 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?
- k) Does your organization perform vulnerability testing at least once per year in order to identify vulnerabilities within the internal network?
- 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).
- m) Does your organization utilize multi-factor authentication, Single sign-on (SSO), role-based access, or custom password policy?

- 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?
- o) If offering a technology product, does the organization utilize software development life cycle (SDLC) or Agile to build and maintain technological product?
- p) Does the technological product undergo information security testing and quality assurance testing prior to deployment?
- q) Does the Vendor provide annual Cybersecurity Awareness training to their employee?
- r) Does the Vendor provide annual phishing simulations for their employee?
- s) Have users been educated on how to report suspected security violations or vulnerabilities?
- t) Does the Vendor have an employee identified as the Chief Information Security Officer?
- u) Are all the Vendor laptops encrypted?
- v) Are all Vendor computers (workstations, notebooks) required to join the Company's domain and receive Group Policies?
- w) Does the Vendor meet the NIST 800-63 password guidelines?

15. Risk Management

- a) Does your organization have an enterprise risk management framework implemented at your organization?
- b) Does your organization have documented enterprise risk management policies and procedures?
- 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?
- e) Does your organization have a third-party risk management program(TPRM)?
- f) Does your organization include right-to audit clauses in contracts with third-parties?
- g) Does your organization have a certificate of insurance (COI)?

16. Business Continuity/Disaster Recovery

- a) Does your organization have a business continuity plan?
- b) How often is the business continuity plan updated?

- c) Does your organization conduct business continuity tests once per year?
- d) Does your organization have a disaster recovery plan?
- e) How often is the disaster recovery plan updated?
- f) Does your organization conduct disaster recovery tests once per year?
- g) Does your organization have business continuity and/or disaster recovery sites?
- 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?

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 SCOPE OF SERVICES/OBJECTIVES & RESPONSIBILITIES

It is the intent of the City of Norwalk to issue purchase orders to the awarded Contractor of this project for the supply and planting of trees and shrubs for the Department of Public Works, the Recreation & Parks Department, and other departments as needed.

Funding for the supply and planting of trees and shrubs has been provided by ARPA, other Federal grants, and State grants. Resulting from the grant funding sources, there are extra terms and conditions that apply to these contracts.

The individual departments involved with ordering the products and services must be issued individual accounts for ordering and billing purposes.

SPECIAL CONDITIONS AND NOTES

- A. See Section 2.3- Proposal Submission Format. Contractor shall submit with their proposal a statement detailing their Company's experience in the field of supplying & planting trees & shrubs. Along with a list of municipalities, State Agencies, or firms in the State of Connecticut for which the Contractor furnishes or has furnished these services within the last six (6) years. Additionally, Contractors should also submit copies of their current licenses as they relate to the requested services. A Contractor with an Arborist licensed in the State of Connecticut on their staff is highly desirable, but not required. A Contractor having Tree Care Industry Association (T.C.I.A.) accreditation is highly desirable, but not required.
- B. Permits/Licenses: The Contractor must obtain all permits and licenses required by law to supply & plant trees & shrubs prior to contract signing. The Contractor shall include with their proposal submission, a copy of all current permits and licenses.
- C. Contractors shall submit a copy of their current Certificate of Insurance. Include a statement that defines your existing deductibles and self-insured retentions. Include the name, address and telephone number of your insurance agent.
- D. Contractor shall submit unit prices for items as shown on the response sheet. Said unit prices shall include all labor, material, excavation and disposal of surplus material (in a legal manner) necessary to install the plant type as required. There will be no separate pricing for mulching, or the TWO (2) YEAR guarantee period as specified. It is anticipated that each purchase order will be for a minimum amount of two thousand dollars (\$2,000.00) and that plantings within a purchase order will be in reasonably contiguous locations around the City of Norwalk.
- E. Periodically, the City receives donated trees from donors who are unable to accomplish the planting of the donated tree. The awarded Contractor shall plant and maintain such trees for TWO YEARS in accordance with criteria herein. The Contractor is not expected to guarantee such

trees. Proposed price for planting only should assume a 3.0 inch caliper tree. The proposed price must be reflected in the appropriate block of the UNIT PRICING RESPONSE FORM.

- F. Upon excavation of plant pits, Contractor shall apply topsoil, organic material and fertilizer thoroughly premixed in the proportion of one part of organic material with seven parts of topsoil, together with fertilizer of the type and at the rate as specified by the fertilizer manufacturer.
- G. As part of the unit price bid, Contractor shall create a saucer around each plant and hand place cedar mulch, a minimum of 4" thick, in the saucer and then rake it to an even surface. In areas where multiple plants are placed together and planting beds are created, vendor shall apply 4" thick cedar mulch over entire planting beds as per direction of the City. Said work shall include weeding, replacement of mulch, fertilization and watering as required throughout the maintenance period. "Volcano Mulching" is not considered to be an acceptable practice under the terms and conditions of this contract.
- H. Unless otherwise approved by the Department and subject to availability of the plant material, all work for each purchase order must be completed within 30 days from the date of issuance of the Purchase Order.
- I. This list of Street/Park Trees and Shrubs is for solicitation of contract prices for the City of Norwalk to secure the procurement costs for the duration of the contract with the selected Vendor when trees/shrubs are ordered.
- J. Actual tree and/or shrub species selection will be made based upon project need, location and suitability to the site conditions.
- K. Plant materials considered Native that are not costed under this contract may be requested and costed accordingly, as acceptable to the City of Norwalk.
- L. Call Before You Dig: Prior to digging, the Contractor shall contact all utility companies for verification of location of all underground utilities. Call before you dig number is 1-800-922-4455.
- M. Watering/Maintenance Schedule Report: Format as agreed by the awarded proposer and the City of Norwalk shall be provided on a monthly basis, from April to November of each year by the close of business on the third Friday of each month.

2.2 PLANTING

DESCRIPTION

This work consists of furnishing and planting trees and shrubs as shown on the plans, or as specified in locations as shown on the plans and/or as directed by the Department, which work shall include all planting operations and establishment necessary to complete the work as specified.

See EXHIBIT A, Tree & Shrub Planting Details

MATERIALS

PLANTS: Trees and shrubs shall be as specified in the tables listed in Section 1- Response forms and as further specified on the plans, or as required by the Department.

TREES AND SHRUBS

Nomenclature: The common and scientific names of plants shall be in conformity with the approved names by S.P.N. (Standardized Plant Names) or its successor as the American Association of Nurserymen's recognized authority on botanical nomenclature.

Quality and Size: Plants including root spread and ball size shall be in accordance with the current edition of "U.S.A. Standard for Nursery Stock," a code of standards sponsored by the American Association of Nurserymen, or as further specified on the plans. All plants shall have a normal habit of growth and be typically characteristic of their respective kinds. When a minimum and maximum size is specified, an average size is required. Plants shall not be pruned before delivery and no plants shall be cut back from larger sizes to meet the sizes specified. Plants shall be free from injury, insect damage, infestation and disease. Plants shall be nursery grown unless otherwise specified and bear evidence of proper nursery care, including adequate transplanting and root pruning. Plants specified from collected sources shall be clean, sound stock, free from decayed stumps and from fire injury.

Container grown material, including container sizes and soil, shall be as specified on the planting task orders issued by the City of Norwalk.

Digging Plants: Plants shall be dug with care and skill immediately before shipment. No cold storage plants will be accepted unless approved. Plants stored temporarily shall be properly heeled in or otherwise protected from injury.

Digging shall avoid all possible injury to, or loss of roots, but roots cut shall be cleanly cut.

Root Protection: After plants are dug their roots shall be protected from injury such as caused by heat, sun, wind and freezing temperatures. All bare roots of trees, shrubs and vines shall be puddled at the time of digging unless otherwise approved. Puddling shall be done in a wet clay mixture, of a quality to adhere to all parts of the root system. Roots of bare root plants which have been thoroughly covered at the time of digging with an antidesiccant as specified herein will not require puddling. Bare roots shall be further protected by wrapping in wet straw, moss, burlap or other suitable material.

Transportation: Tarpaulins or other covers shall be placed over plants transported by open trucks or by open freight cars. Doors on closed trucks shall be kept closed to prevent draughts. Shipments made in boxcars or closed trucks shall be adequately ventilated to prevent "sweating." The heads of trees shall be tied in carefully to prevent fracturing or breaking the branches. Trunks and branches shall be adequately supported and padded to avoid scraping and bruising.

Trees: Nursery grown trees shall have no cuts of limbs which are not healing and no cuts over 3/4 inch which have not completely calloused over, no cut back crowns or leaders and no abrasions of the bark. Trees must have good fibrous root systems characteristic of the kind. Deciduous trees shall have normal spread of crowns unless otherwise specified.

Bare root (B.R.) trees shall not require earth adhering to the roots except as required for puddling as specified. Any trees specified bare root will be accepted balled and burlapped at the unit price bid for bare root trees.

Balled and burlapped (B&B) trees shall be properly dug and protected to preserve the natural earth in contact with the roots. No manufactured balls will be accepted. The balls shall be of the required size, firmly wrapped and tied with approved materials. No balled plants will be acceptable if the ball is cracked or broken.

Balled and platformed trees (B&P) shall be balled as specified for balled and burlapped trees. Platforms shall be square or octagonal shaped in a size slightly larger than the diameter of the bottom of the soil mass, inserted under each ball and securely lashed to the ball by means of ties from the platform corners to the rope collar on top of the ball.

The tops of trees shall be well formed structurally but they are not required to have more than reasonably straight trunks nor better than average well balanced crowns, nor be of specimen quality unless Alternate 1 is specified on the plans.

Alternate 1: Trees shall be of specimen quality. Straight deciduous trees shall have straight trunks with a minimum deviation from the vertical which is characteristic of the kind, with well branched, symmetrical tops and with their lowest branches 7 to 9 feet from the ground unless otherwise specified.

Specimen quality for other types of plants shall be as specified on the plans.

Shrubs: Shrubs shall have good fibrous root system. The quality of balled and burlapped and balled and platformed shrubs shall be as specified for B&B and B&P trees herein.

Plants specified as sods or clumps shall be dug from good soil which has produced a fibrous root system typical of the nature of the plant. The sods shall be dug with earth and incidental vegetation adhering to the roots. If the soil or habit of the root growth is such that the roots are not adequately protected, the sods shall be wrapped in burlap or other suitable material.

Pot grown plants (P.G.) shall be vigorous, well-developed plants, well established in pots with sufficient roots to hold the earth intact after removal from containers but they shall not be root bound.

Substitutions: No change of quantity, size, kind or quality of plants as specified will be accepted except upon receiving prior written approval.

Labeling: Labeling shall be included in accordance with normal large scale nursery labeling practice except that the Vendor may be required at any time to supply positive identification of any plant.

Guarantee: The Contractor shall furnish the vendor with a copy of the specifications for the plants. The Vendor shall be responsible for all certificates of inspection of plant materials which may be required by federal, state or other authority to accompany shipments of plants. All plants shall be subject to inspection at any place and at any time. Inspections desired by the City, if approved, shall be at the expense of the Vendor. The Vendor shall be represented at all inspections. The Department reserves the right and option to place the City seals on any or all materials selected. Selection and/or tagging of

material shall cover the type and body quality of the plant only, but shall not constitute final acceptance nor preclude the right of rejecting plants not fully meeting the requirements of the specifications.

The City reserves the right to identify by suitable non-injurious means such as painting, marking by various methods, etc., all plant material rejected upon delivery to the contract site.

Planting Materials: Topsoil, organic materials, fertilizer and mulch shall be as specified on the plans.

Materials for protection of plants shall be as specified below.

MATERIALS FOR PROTECTION OF PLANTS:

Tree Paint: Paint used for tree wounds shall be antiseptic, waterproof, adhesive and elastic such as asphalt, gutta percha and certain oils with a fungicide, and which remains tacky for four hours and retains elasticity after setting when tested under the heat of the hand. It shall not contain kerosene, coat tar creosote, or other material harmful to the living tissue of the trees.

Stakes for Supporting Trees: Stakes for supporting trees shall be of White or Red Cedar, or other approved wood, or other approved material. Stakes 8 to 10 feet long shall have a minimum diameter of 3 inches. Stakes 12 feet long shall have a minimum diameter of 3 1/2 inches. The maximum diameter of stakes shall not exceed approximately 4 inches. Stakes shall be pointed at one end and shall have a maximum allowable deflection of 1/2" for every one foot of length. All stakes shall be sound and free from insects and fungi. The quantity of stakes to be used shall be as per the Details in Exhibit I.

Deadmen and Guy Stakes: Deadmen and guy stakes used to anchor guy wires or cables which support trees shall be of the quality and sizes required successfully complete the intended work.

Wire: Wire for guying plants shall be new annealed galvanized or aluminum wire, A.S.&W. gauge as specified.

Bracing Materials: The size and quality of cables, turnbuckles, thimbles, leg hooks, eye bolts, rods, washers and nuts shall provided be as specified on the plans or as approved.

Jute Burlap: Jute burlap shall be in 4 inch wide strips and weigh eight ounces per square yard.

Hose: Hose for protecting the bark from guy wires shall be good quality braided rubber, plastic hose as approved, or reinforced materials.

Twine: Twine for use in wrapping trees shall be jute twine not less than two ply for trees three inches or less in diameter, and not less than three ply for trees over three inches in diameter.

Paper: Wrapping paper for trees shall be waterproof paper 30-30-30 krinklecraft or equal in four inch wide strips.

Anti Desiccants: Anti desiccants shall be emulsions or other materials which will provide a protective film over plant surfaces, permeable enough to permit transpiration.

PROJECT DETAILS:

General:

- A. Planting Seasons: The planting seasons shall be as agreed by the vendor and the Department. No planting shall be done with frozen backfill or when the soil is in an unsatisfactory condition for working as determined by the Department. As a general guideline, the planting seasons shall be as indicated below.

Deciduous Material

Spring: March 1st to June 1st (inclusive) except for balled and burlapped material, the planting of which will terminate on May 15th.

Fall: From October 15th until the ground freezes.

Evergreen Material

Spring: March 1st to June 1st (inclusive).

Fall: August 15th until October 1st (inclusive).

- B. Obstruction below Ground: Any rock or underground obstructions shall be removed to the depth necessary to permit planting according to the plans and specifications, unless other locations for the planting are approved.
- C. Delivery: The Contractor shall give notice to the Department at least forty-eight hours in advance before delivering any plant material, unless otherwise approved. The Department shall be furnished a legible copy of the invoice for every shipment showing quantities, sizes and kinds of materials included.
- D. Storage: All plants shall be properly protected from drying out. Such protection shall include the time when the plants are in transit, being handled or in temporary storage on the job. Bare-root plants which are not planted immediately upon receipt shall be heeled-in in trenches with the bundles opened and the plants spaced separately and all roots covered. Balled plants shall have their earth balls protected by earth or wet cloth or straw or may be "heeled in" as ordered by the Department. Care and maintenance of stored trees and/or shrubs remains the responsibility of the Contractor during the stored period.

GROUND PREPARATION:

- A. Layout: Locations for plants and outlines of areas to be planted shall be marked out on the ground by the Vendor to the satisfaction of the Department before any plant pits or plant beds are dug.
- B. Size of Pits: Unless otherwise specified on the plans or the enclosed Details, the minimum diameter of plant pits shall bear the following relation to the spread of roots (or diameter of balls) of the plants to be planted in them:

Pit diameter shall be twice the root spread for plants up to and including a two foot root spread; the pit diameter shall be equal to root spread plus two feet for root spreads of two to four feet; the pit diameter shall be one and one-half times the root spread for spread of roots over four feet. The pit diameter shall not be less than five feet for Deciduous trees and it shall not be less than four feet for Evergreen trees. The depth of all pits shall be adequate to permit a minimum of four inches of soil backfill under all roots or balls. Where undesirable material is encountered in digging, the pits shall be enlarged as approved and backfilled with acceptable material. When planting in wooded areas, the Vendor shall grub out an area twice the size of the plant pit unless otherwise approved. In planting bed areas existing vegetation shall be removed as directed.

- C. Planting Beds: The soil in planting beds shall be prepared with the materials and to the depths specified on the plans.

Drainage: Where an impervious stratum of soil is encountered during the excavation of plant pits or beds, all such soil to a depth as approved shall be removed and backfilled with acceptable material.

- D. Planting Soil: Backfill soil for planting shall be specified on the plans. After the plants are planted, fertilizers in the amounts specified on the plans shall be applied to the soil within the plant saucers or over the plant beds unless Alternate 1 is specified on the plans.
- E. Alternate 1: Topsoil, organic material and fertilizer as specified on the plans shall be thoroughly premixed in the proportion of one part of organic material with seven parts of topsoil, together with fertilizer at the rate specified on the plans.
- F. Disposal of Excess Soil: Excess soil shall be disposed of as directed.

SETTING PLANTS:

- A. General: All plants shall be set plumb at such a level that after settlement they bear the same relation to the level of the surrounding ground as they bore to the ground from which they were dug unless otherwise directed by the Department. Backfill material for all plants shall be thoroughly settled by firming or tamping. Backfill soil shall be carefully placed into plant pits in layers not to exceed 4 inches in depth and firmly tamped before additional backfill is placed. Thorough watering shall accompany backfilling unless otherwise approved. A saucer capable of holding the depth of water specified shall be formed about each plant pit as directed.
- B. Balled Plants: Balled plants (B&B, B&P) are to be planted with backfill carefully tamped under and around the base of each ball to fill voids. Platforms shall be removed. All cloth, ropes, etc. shall be removed from the tops of balls but not pulled out from under the balls.
- C. Bare-root Plants: Roots of bare-root (BR) plants shall be properly spread out in a natural position and backfill soil shall be carefully worked in among them. All broken and frayed roots shall be cleanly cut off.

- D. Wrapping: Unless otherwise specified, the trunks of all deciduous trees over 1 1/2 inches in diameter shall be wrapped immediately after planting unless otherwise approved. Wrapping shall extend from the ground line to the height of the second branches or to the height directed. Wrapping shall be a single layer of burlap bandage or paper wound spirally, starting from the base and overlapping one and one-half inches. The wrapping shall be securely tied in place with twine at about fifteen (15) inch intervals.
- E. Staking, Guying and Anchoring: All trees shall be firmly staked, guyed or anchored at the time of planting as shown on the current Standard Sheet unless otherwise approved. Stakes shall not injure plant balls. Wires used for tying the trunk to stakes or for guying shall be secured to the tree by passing through an approved hose to prevent chafing and injury to the trees. Guy wires fastened to stakes shall be tightened by driving the stakes, leaving the wires to be twisted for tightening during establishment.
- F. Pruning: Plants pruned before their arrival will be rejected unless such pruning is specified or approved. Pruning in accordance with accepted horticultural practice as directed by the Department, shall be done immediately after planting unless otherwise approved. Pruning cuts over three-quarters of an inch in diameter shall be painted with tree wound paint.
- G. Mulching: Where mulching is specified, it shall completely cover the area of the plant pit or planting bed to the depth as specified on the plans. Mulch shall be placed immediately after planting unless otherwise approved. "Volcano Mulching" is not considered to be an acceptable practice under the terms and conditions of this contract.
- H. Restoration: Areas disturbed by the planting operations shall be left in an orderly condition. Excess soil and rubbish shall be disposed of as directed. Grassed areas disturbed by planting operations shall be restored to a satisfactory condition which may include filling to grade, fertilizing, seeding and mulching.
- I. Establishment of Planting: Establishment of planting shall begin immediately after each plant is planted and shall consist of keeping the plants in a healthy, growing condition by watering, weeding, cultivating, pruning, spraying, tightening of guys, re-mulching and by any other necessary operations of establishment.

All plants shall be watered at the times and at the rates specified on the plans or as ordered by the Department except that each watering shall provide not less than five gallons of water per

square yard (1" layer of water) of plant pit and bed areas. The Contractor has the option of, but is not required to use tree watering/irrigation bags to achieve the required watering specified.

All dead and rejected plants shall be promptly removed from the job. In the event of the threat of serious damage from insects, diseases or rodents, the plants shall be treated by preventive or remedial measures approved for good horticultural practice.

In the event "heeled-in" plant material must be held over until a later planting season, such "heeled-in" materials shall be lifted, replanted and maintained in a satisfactory condition in nursery rows. Such emergency storage and maintenance shall be at the entire risk and cost of the Contractor. The land for such storage shall be provided for by the Contractor unless otherwise approved. Care and maintenance of such stored trees and/or shrubs remains the responsibility of the Contractor during the stored period.

At the conclusion of the installation portion of the planting work, all plants in an unhealthy or badly impaired condition, as determined by the Department, shall be removed. All planting to be completed or replaced shall be planted not later than the next succeeding planting season as specified on the plans. A certified check equal to double the value of any such uncompleted work will be required.

In the event that the Contractor fails or omits for a period of one week to comply with the requirements specified herewith for the establishment of planting, the Department may proceed with adequate labor, equipment, and material to perform the work. The entire cost of such work shall be deducted from any monies due the Contractor.

Period of Establishment: The Contractor shall be required to continue the work specified under "Establishment of Planting" for a period of TWO YEARS following the satisfactory completion of the planting as confirmed in writing by the Department unless otherwise specified.

At the conclusion of the Period of Establishment the Contractor shall remove all stakes, guy wires and tree wrappings unless otherwise approved. All plants in an unhealthy or badly impaired condition, as determined by the Department, shall be removed and replaced or removed and noted for replacement at the next succeeding planting season as specified on the plans. This requirement shall not prevent the release of the retained monies as herein defined at the expiration of the period of establishment, but a certified check equal to double the value of any uncompleted work will be required. No work other than replacement will be required after the conclusion of the period of establishment.

MEASUREMENT

Planting shall be measured by the number of plants of each kind, size, quality and specified service as set forth in the contract that is counted in place as having been completed and accepted.

2.3 Proposal Submission Format

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate's name and address must appear on the envelope. 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. Proposals should be prepared simply and economically, providing a straightforward, concise description of the applicant's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, and so forth are not desired. We would like it if you could either staple or use a binder clip for your submitted proposals. 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.

Original and copies proposals should be double-sided and secured by a binder clip or a staple.

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

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

1. Section 1-Executive Summary: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other firms. Outline your company's experience with similar current or completed projects.
2. Section 2-Scope of Services: Identify the specific services that will be provided by your company and any other recommended services in addition to those identified herein for consideration and possible incorporation. 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 this projects expertise and your prior association with them, if any.

3. Section 3-Project Team Organization and Staffing: Provide an organizational chart for the proposed staff for this project, including any consultants. Identify the Principal of your company who will be responsible for this project and include resumes of all key project team members. In addition:
 - Any applicable licensing: Arborist and/or Tree Care Industry Association

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

4. Section 4-References: Within the last six (6) years, 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 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:
 - a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
5. Section 5-Other Information: Provide any other information that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
6. Section 6-Forms: Fully Completed Section 1 – Response Forms

2.4 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee will select the two or three firms that best meet the City's requirements. These firms will then be invited to present 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	June 28, 2022
Common Council Committee Review	July 2022
Common Council Review	July 2022

2.5 Criteria for Evaluating Proposal Submissions

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

Criteria	Weight
Qualifications and Experience: • Overall experience and expertise of the Contractor's proposed project team and any others key to the success of the project. A Contractor with an Arborist licensed in the State of Connecticut on their staff is highly desirable, but not required. A Contractor having Tree Care Industry Association (T.C.I.A.) accreditation is highly desirable, but not required. • Ability of the Contractor to provide and implement the proposed services being requested to ensure the success of the project. • Qualifications and experience of the Contractor, concerning comparable municipal, governmental and/or private sector projects of similar size and scope as this project. • Respondent must demonstrate adequate experience in the following areas: qualification, general experience and technical competence of the project team • Experience, resources and technical expertise with similar type/size projects • Feedback from References with projects similar in size & scope	35%
Overall Impression of Proposal • Organization, clarity, conciseness, and thoroughness. • Approach to the scope of services and statement of works	10%

Criteria	Weight
Additional Considerations (applicable only when not in conflict with state or federal guidelines) • Qualifications such as a SBE, DBE, MBE, WBE... • American Made Products used to complete this project • Interviews/presentations • Ability and willingness of the Contractor to participate in Tree related community events during the year such as the Norwalk celebration of National Arbor Day, open house, and other community educational events.	15%
Proposed Fees	40%

2.6 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.

2.7 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 of 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.

2.8 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.

Planting will be paid for at the unit price bid for each plant of each kind, size, quality and specified service as set forth in the contract that has been acceptably planted. Payment shall constitute full compensation for all labor, equipment, incidentals, materials, and disposal of unsuitable material in a legal manner, to complete and establish the work as specified. No additional payment will be made for water and tree watering/irrigation bags used during the TWO (2) YEAR period of establishment.

2.10 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

2.11 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

2.12 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 contract is provided in a separate section to illustrate the type of contract the City will use to contract for this project.

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

2.13 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.

2.14 Duration of Proposals

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

2.15 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.

2.16 Insurance Coverage Requirements

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

"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.

2.17 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 41 C.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>.

2.18 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.org>. 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.org/documentcenter/view/868>

SECTION 4
NOT APPLICABLE

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SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 02082022

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 02/08/2022 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.org>

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

PURCHASING DEPARTMENT

The bid listed below has had addenda issued. Documents are available over the Internet at <http://www.norwalkct.org> Adobe Acrobat reader is required to view this document. If you do not have this software you may download it free from Adobe. The document number to request will be the same as the project number indicated below.

Project #	Addendum #	# of Pages	Original Issue Date
4209	1	5	06/03/2022

Addendum Issued Date	06/14/2022	
Project Number	4209	
Addenda Number	1	
Electronic Deadline	2:00 PM	06/15/2022
Hard Copy Deadline	2:00 PM	06/17/2022
Project Title	Grant Funded Supply and Planting of Tree and Shrubs	

This Addendum is a contract document modifying previously issued documents, which remain in full force except as specifically modified below.

Quotations appearing on the Proposal are to reflect the provisions of this Addendum. Failure to acknowledge receipt of this Addendum in the space provided on the response sheet may subject candidate to disqualification.

NEW INFORMATION:

EXHIBIT A: Exhibit A was not included in the issued Request for Proposal (RFP). It has been attached in this addendum.

EXHIBIT A

Tree & Shrub Planting Details

NOTES:

STAKE TREE WHEN DIRECTED BY THE OWNER OR OWNERS REPRESENTATIVE.

FORM 3 TO 5 INCH SAUCER AT BASE OF TREE EXCAVATION FOR RECEIPT OF WATER.

ALIGN TREE IN CENTER OF PLANTING EXCAVATION

3/4" REINFORCED RUBBER FRICTION GUARD (BLACK)

TWO STRANDS OF #12 GAUGE GALV. STEEL WIRE

WOODSTAKES, 3" MIN. DIA. NOTCHED FOR WIRE. USE 3 STAKES FOR TREES ABOVE 5" CAL.

UNDISTURBED SUBSOIL

NOTES CONT:

TREE LOCATIONS TO BE STAKED ON SITE AND APPROVED BY OWNER OR OWNERS REPRESENTATIVE PRIOR TO PLANTING.

REMOVE ALL WIRE, PLASTIC AND TAGS FROM TREE AND ROOT BALL.

REMOVE WIRE BASKET, BURLAP FROM THE TOP 2/3 OF ROOT BALL MIN. CUT AWAY WIRE FROM BELOW ROOT BALL.

PROVIDE TOPSOIL AND ORGANIC MATERIAL FOR MIXING WITH EXCAVATED SOIL.

TREE TRUNK PROTECTION GUARD. UV RESISTANT VINYL OR HIGH IMPACT PLASTIC AT A HEIGHT OF 8 INCHES AND OF DIAMETER TO ACCOMMODATE A TREE OF 4.5 INCH CALIPER.

3 INCHES OF APPROVED MULCH- DO NOT PILE AGAINST TREE TRUNK.

PLANT TREE WITH CROWN AT 1 INCH ABOVE FINISH GRADE UNLESS OTHERWISE DIRECTED

TREE PLANTING SOIL, MIX OF APPROVED TOPSOIL, ORGANIC MATERIAL AND EXISTING EXCAVATED SOIL

MACHINE RAKE SUBGRADE TO A 4 INCH DEPTH AND MIX WITH TREE PLANTING SOIL AND TAMP BEFORE PLACEMENT OF TREE AND BACKFILL PLANTING SOIL

TWICE ROOT BALL DIA.
NOT LESS THAN 60 INCHES

Norwalk Tree Advisory Committee

1
1/3

DECIDUOUS TREE PLANTING DETAIL

SCALE - 3/8" = 1'-0"

February 2011

NOTES:

DO NOT STAKE EVERGREEN TREE UNLESS DIRECTED BY OWNER OR OWNERS REPRESENTATIVE.

SEE TREE STAKING FOR SHADE TREE PLANTING FOR DETAILED STAKING METHOD AND MATERIALS.

FORM 3 TO 5 INCH SAUCER AT BASE OF TREE EXCAVATION FOR RECEIPT OF WATER.

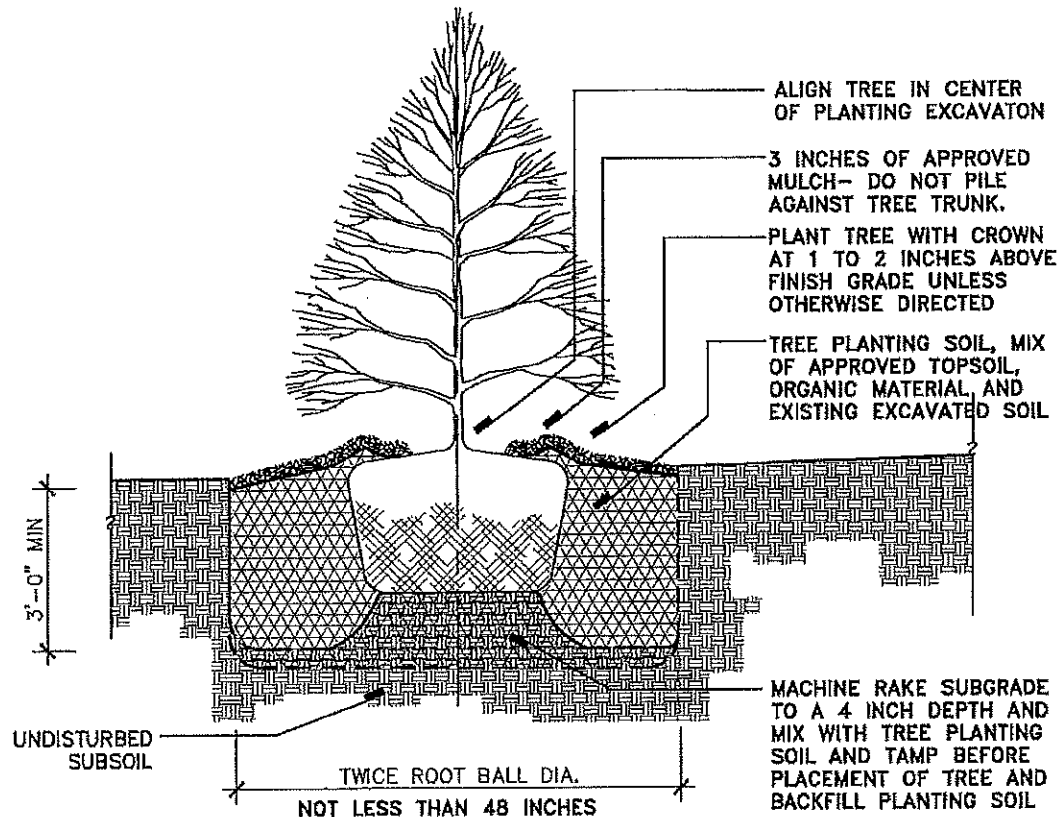
NOTES CONT.:

TREE LOCATIONS TO BE STAKED ON SITE AND APPROVED BY OWNER OR OWNERS REPRESENTATIVE PRIOR TO PLANTING.

REMOVE ALL WIRE, PLASTIC AND TAGS FROM TREE AND ROOT BALL.

REMOVE WIRE BASKET, BURLAP FROM THE TOP 2/3 OF ROOT BALL MIN. CUT AWAY WIRE FROM BELOW ROOT BALL.

PROVIDE TOPOIL AND ORGANIC MATERIAL FORM MIXING WITH EXCAVATED SOIL.



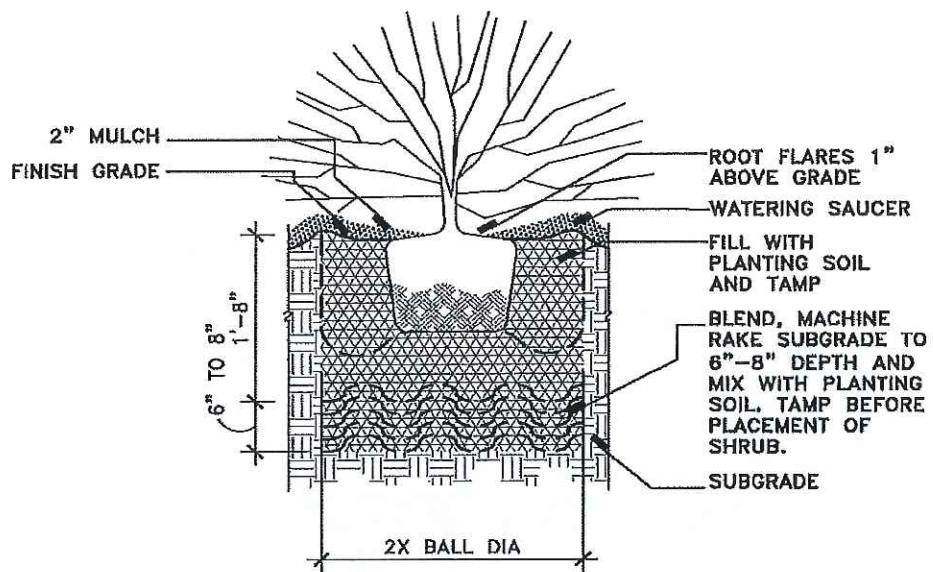
Norwalk Tree Advisory Committee

2
2/3

EVERGREEN TREE PLANTING

SCALE - 3/8" = 1'-0"

February 2011



Norwalk Tree Advisory Committee

SHRUB PLANTING

3
3/3

SCALE - 3/4" = 1'-0"

February 2011



MEMORANDUM

TO: Anthony Carr, P.E. – Chief of Operations & Public Works

FROM: Mateo Arias – Junior Engineer

CC: Vanessa Valadares, PE – Principal Engineer
Drew Berndlmaier, PE – Senior Engineer

REF: Public Works Committee Agenda Item – Project PM 2021-1 Pavement Management Program

DATE: June 30, 2022

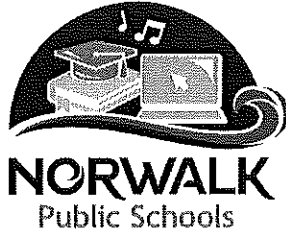
As the new fiscal year begins, extra funding for the paving program becomes available and therefore we would like to extend the original scope. We recommend the 2nd Amendment to this contract to fund the potential paving of the following additional roads: **Aiken Street, Button Ball Trail, Center Avenue, Center Avenue Extension, Delaware Avenue, Fremont Place, Harriet Street, Hudson Street, Jarvis Street, Obrien Street, Ohio Avenue, Plymouth Avenue, Rainbow Road, Random Road, Van Tassel Court, Thames Street, Richards Avenue, Flax Hill Road, Fallow Street, and West Rocks Road**

I would like to request that the following items be included on the agenda for the July 5th, 2022, Public Works Committee meeting.

1. Authorize the Mayor, Harry W. Rilling to execute the 2nd Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC, for Project PM2021-1, Pavement Management Program, for an amount not to exceed \$3,400,000.00.

Account No.

03 00 00 2602
09 23 4021 5777 C0021
09 23 4021 5777 C0318
09 23 4021 5777 C0302
09 23 4120 5777 C0649



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: **BOE – ROTON MIDDLE SCHOOL ASBESTOS FLOORING REMOVAL AND REPLACEMENT - STATE PROJ: 103-0265 CV**

DATE: JUNE 26, 2022

Roton Middle School is outfitted with asbestos containing floor tile, and wall base in most of the classrooms, offices & store rooms. The School District's Asbestos Management Plan has confirmed that this material tested positive for asbestos containing material (acm) and recommends the removal and replacement. As a result the Norwalk Public Schools submitted a non-priority grant to the State of Connecticut Office of School Construction Grants and Review for the removal and replacement of this material.

The State of Connecticut Office of School Construction Grants and Review approved the Norwalk Public Schools grant submission and granted approval to go out to bid.

In accordance with the State of Connecticut Office School Grant's State Contracting requirements the City's Purchasing Department solicited invitations to bid the work to State Contract Holders for Contract #20PSX0154 – Hazardous Material Removal and #20PSX0088 – Flooring respectively. Each of the invited bidders had an opportunity to attend a non-mandatory walkthrough for the project. The City's Purchasing Department received one bid for the hazardous material removal & flooring replacement work. After review of the bids it was determined AAIS, a division of Spectrum Environmental, LLC been selected for the Hazardous Material Removal Work and for the Flooring Work.

1. Review bids for the Roton Middle School Asbestos Flooring Removal and Replacement – State Proj. 103-0265 CV – Hazardous Material Removal Bid Package and refer the following to the Common Council for action:
 - a. **Authorize the Mayor, Harry W. Rilling, to execute an Agreements with AAIS, a division of Spectrum Environmental, LLC (State Contract: 103-0265 CV) for the Roton Middle School Asbestos Flooring Removal and Replacement Project for a total not exceed \$487,228.00. Funds are available in Acct. # 09225010 5777 C0595.**
 - b. **Authorize the NPS Facilities Department to issue Change Orders on this contract for a total of \$48,722.00. Funds are available in Acct. #09225010 5777 C0595.**

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: JUNE 23, 2022

RE: ROOSEVELT SENIOR CENTER – ADA TOILET ROOM RENOVATIONS

On March 9, 2022 the City's Purchasing Department solicited bids for Restroom Renovations with ADA improvements at the Roosevelt Senior Center. These improvements consist of full restroom renovation including plumbing accessories, door hardware, new handrails and brackets, and additional wheel chair accommodations. The City received four (4) bids. The results are as follows:

FIRM	TOTAL LUMP SUM BID
RE-TECH LLC	\$79,900.00
WND Construction LLC*	\$71,150.00
Titan Enterprises, Inc.	\$92,200.00
HV Contractor Corp.**	

*Contractor's license registration non-complying

**Incompletion submission

After reviewing the submissions for the above mentioned project, the Purchasing Department and the Office of Building Management recommend award to the lowest responsible bidder, RE-TECH LLC.

ACTION REQUESTED:

a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with RE-TECH LLC for Roosevelt Center ADA Toilet Room Renovation for a total not to exceed \$79,900.00. Account #0919/20 1000 5777 C0536

b. Authorize the Office of Building Management to issue change orders on the contract for a total not to exceed \$ 7,990.00.

Norwalk Planning & Zoning Commission

125 East Avenue
Norwalk, Connecticut



MEMORANDUM

June 29, 2022

TO: Common Council
FROM: Bryan Baker, Principal Planner
RE: Opting Out of the Parking Provisions of Public Act No. 21-29

The State of Connecticut passed Public Act No. 21-29 (HB 6107) which revised Section 8-2 of the Connecticut General Statutes which pertains to Zoning. Included in the legislation is a maximum number of parking spaces that can be required by a municipality for multifamily developments. Below is a summary of the maximum parking requirement:

Zoning regulations adopted pursuant to subsection (a) of this section shall not:

- *Require more than one parking space for each studio or one-bedroom dwelling unit or more than two parking spaces for each dwelling unit with two or more bedrooms*

The parking provisions of the bill took effect on October 1, 2021, but provides the ability for a municipality to opt out, which is done through the following process:

- 1) The Planning & Zoning Commission, by a two-thirds vote, may initiate opting out, proved that:
 - a. The Commission holds a public hearing regarding opting out;
 - b. The Commission affirmatively decides to opt out;
 - c. The Commission states the reasons for opting out on the record;
 - d. Notice is published in the paper of such decision;
 - e. After which, the municipality's legislative body, by a two-thirds vote, may complete the process of opting out

Parking Background

In 2019, Planning & Zoning updated the minimum parking requirement for multi-family developments in coordination with the new Central Business District regulations. The minimum number of parking spaces was reduced to 1.3 parking spaces per dwelling unit regardless of the number of bedrooms. Furthermore, the workforce housing regulations allow for the minimum number of parking spaces required to be reduced to 1 parking space per dwelling unit provided that 10% of the dwelling units are provided to tenants earning no more than 80% of the state median income and a 1% construction cost fee is paid into the city's affordable housing trust fund.

In reviewing how the parking maximums established by PA 21-29 compared to our existing parking minimums, it seems to be a mixed result on which developments would benefit from each standard, but the overall differences are relatively minor. For example:

- The Pinnacle development at 467 West Avenue provided 393 dwelling units; 6 studios, 213 one-bedroom, 149 two-bedroom and 25 three-bedroom units
 - o At 1.3 spaces per dwelling unit (current standard) 511 parking spaces are required
 - o At 1 space per studio or one-bedroom and two spaces per two-bedroom or more (PA 21-29) 567 parking spaces could be required
 - o With the workforce housing parking reduction, 393 parking spaces are required
- 10 Monroe Street provided 150 dwelling units; 46 studios, 72 one-bedroom, 30 two-bedroom and 2 three-bedroom units
 - o At 1.3 spaces per dwelling unit, 195 parking spaces are required
 - o Under PA 21-29, 182 parking spaces could be required
 - o With the workforce housing parking reduction, 150 parking spaces are required
- 93 Winfield Street provided 11 dwelling units; all two-bedroom units
 - o At 1.3 spaces per dwelling unit, 15 parking spaces are required
 - o Under PA 21-29, 22 parking spaces could be required
 - o With the workforce housing parking reduction, 11 parking spaces are required

To summarize, developments that provided a higher number of two-bedroom or more units benefit more under the current parking standard, developments that provide a higher number of studios and one-bedroom units would benefit more under the maximum parking requirements set forth in PA 21-29 and all developments benefit from our workforce housing parking reduction.

Staff Recommendation

Staff does agree with the goal of PA 21-29 to reduce the number of parking spaces required for multifamily developments to reduce rent and impervious surface but given the status of our current zoning regulation re-write which contemplates further reducing parking requirements near train stations, and parking reductions through the workforce housing regulations, Staff recommends that the city opt out.

At their June 15, 2022, meeting, the Norwalk Planning & Zoning Commission made the following decision:

**Whereas the regulatory limitations regarding maximum parking of Public Act No. 21-29 became effective on October 1, 2021; and*

**Whereas Public Act No. 21-29 allows a municipality to opt out of the regulatory limitations regarding maximum parking requirements; and*

**Whereas the Planning & Zoning Commission published public notices of the public hearing date on June 3, 2022, and June 9, 2022; and*

**Whereas the Planning & Zoning Commission held a public hearing on June 15, 2022; and*

THEREFORE, BE IT RESOLVED that the Norwalk Planning & Zoning Commission has affirmatively opted out of the maximum parking provisions of Public Act No. 21-29 for the following reasons:

- 1) That the city is in the process of re-writing the zoning regulations; and
- 2) That the existing parking standard of 1.3 parking spaces per unit, regardless of the number of bedrooms per unit, is an appropriate minimum parking requirement as evidenced by recent developments providing less parking under the existing standard than they would under Public Act No. 21-29; and
- 3) That the city is contemplating reducing the minimum parking requirements in transit-oriented areas further; and
- 4) That the parking maximum as set forth in Public Act No. 21-29 may negatively impact the ability of the city to collect funds for the affordable housing trust fund;

BE IT FURTHER RESOLVED that the notice of this action is forwarded to the Common Council to complete the process of opting out;

BE IT FURTHER RESOLVED that the effective date of this action is June 24, 2022.

ARTICLE 10, Definitions**§ 118-100. Definitions.**

ACCESSORY DWELLING UNIT – a Dwelling Unit having habitable space not greater than 30% of the Principal Building or 700 square feet, whichever is less, which shares ownership and utility connections with the Principal Building; it may or may not be within an Accessory Building.

ARTICLE 42, Accessory Dwelling Units [Added effective 6-4-1982]**§ 118-420. Accessory Dwelling Units. [Amended effective 1-27-1984; 9-26-1986; x-xx-2022]****A. Purpose and intent.**

- a. The intent of this regulation is to encourage the creation of accessory dwelling units in existing single-family zones for the purpose of providing rental housing for the elderly, single persons and small families. Accessory dwelling units are further intended to enable the viability of Norwalk's single-family zones.

B. General.

- a. Accessory dwelling units shall be permitted on properties in the AAA, AA, A and B Residence Zones and may be attached to or detached from a single-family dwelling provided that:
 - i. The accessory dwelling unit is located on the same lot as a single-family dwelling.
 - ii. A property shall be limited to one (1) accessory dwelling unit.
 - iii. The owner of the property must reside on the premises.
 - iv. The minimum rental duration shall be no less than six (6) continuous months.
 - v. Properties utilizing public sewer and/or water shall be subject to approval by Norwalk WPCA and the local water authority. Properties utilizing private water and/or septic systems shall be subject to approval by the Norwalk Health Department.

C. Location and yards.

- a. The location of a **detached** accessory dwelling unit shall be as follows:
 - i. Front setback: The same as permitted by Section 118-230. Schedule limiting height and bulk of buildings and size of lot. Residential. City of Norwalk. Part 1, provided that the accessory dwelling unit is not located closer to the front property line than the single-family dwelling;
 - ii. Side and rear setback: 10' minimum, except that detached structures in existence prior to the effective date of these regulations and that are within

the side and/or rear setback are permitted to be used as an accessory dwelling unit provided that all other standards under Article 42, Accessory Dwelling Units, are met.

- b. The location of an **attached** accessory dwelling unit shall be as follows:
 - i. The same as permitted by Section 118-230. Schedule limiting height and bulk of buildings and size of lot. Residential. City of Norwalk. Part 1.

D. Height limits.

- a. The maximum height of a **detached** accessory dwelling unit shall be as follows:
 - i. 15 feet when located 20 feet or less from a side or rear property line;
 - ii. 20 feet when located more than 20 feet from a side and rear property line.
- b. The maximum height of an **attached** accessory dwelling unit shall be as follows:
 - i. The same as permitted by Section 118-230. Schedule limiting height and bulk of buildings and size of lot. Residential. City of Norwalk. Part 1.

E. Maximum size.

- a. Attached and detached accessory dwelling units shall not exceed 700 square feet in floor area.

F. Design standards.

- a. An accessory dwelling unit, whether attached or detached, shall be designed to maintain the architectural design, style and appearance of the existing single-family dwelling located on the property.

G. Prohibited structures.

- a. Mobile homes, recreational vehicles, travel trailers, shipping containers, storage containers and any other wheeled or transportable structures shall not be used as an accessory dwelling unit.

H. Parking.

- a. Three (3) off-street parking spaces shall be provided: two (2) spaces per principal dwelling and one (1) space per accessory dwelling unit. Such parking shall comply with all applicable sections of Article 120, Off-Street Parking and Loading Regulations.

I. Procedure for approval.

- a. Applications for accessory dwelling units shall be subject to approval by the Zoning Enforcement Officer.
- b. A certificate in the form of an affidavit which verifies **that the owner continues to reside on the premises**, the minimum rental duration and all other conditions met at the time of the original application remain unchanged shall be submitted to the Zoning Enforcement Officer by January 31 of each year.

Examples of DADUs:



Credit: Morgan Law, Architect



Credit: Cast Architecture



Credit: MyKabin, LLC



**TO: THE ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE OF THE NORWALK
COMMON COUNCIL**

FROM: STEVE KLEPPIN, DIRECTOR OF PLANNING AND ZONING

DATE: JULY 1, 2022

SUBJECT: THE INDUSTRIAL ZONES STUDY AND THE NEW SCHOOL SITE CONSIDERATIONS

Introduction

Since 2018, the City has prioritized and invested heavily in planning efforts to best illustrate how we should plan for future growth and development. Some past initiatives include the East Norwalk TOD study, the South Norwalk TOD study, and the Citywide Plan or POCD. These plans have identified goals and priorities, based on public input, which have then informed a multitude of City investments as well as private investment throughout multiple neighborhoods within the City that has contributed to positive growth and outcomes for the community.

The Economic and Community Development team has been thoroughly involved in deploying capital funding, grant funding, and planning initiatives through its multiple departments to support the overall interests of the Council, community, and City as a whole. Over the past few years, its departments have deployed millions of dollars in programming for street improvements, focused on safety for all users, planning initiatives, and business investments. The approach to do this work has been collaborative, working with the departments within the Economic and Community Development team, as well as other city departments such as Public Works, the Health Department, the Police Department, and others.

Following up on our discussion from the June meeting, this memo provides some context and discussion options as well as provides some background justification to support the proposed zoning recommendations. In addition, it provides context and background on how the recommendations will foster the highest and best outcomes for the City, just as the department has done in past initiatives through collaborations between multiple City departments and the community at large.

The Industrial Zones Study & POCD Consistency, Goals, and Objectives

Maintaining industrial land and expanding commercial growth were important considerations and discussion points within the Citywide Plan. This consideration holds true as many potential businesses and tenants have a desire for industrial space and its characteristics based on

market trends. While the Citywide Plan may not foresee all potential changes and outcomes, such as a new school campus, maintaining flexibility is important to realize other POCD goals such as ensuring the City's educational system is a community strength.

The Industrial Zones Study had three principal tasks:

1. Ensure there was adequate land left for future economic growth in the City,
2. Identify the types of businesses that could be successful, and Norwalk should target,
3. Reduce or remove conflicts between land uses that historically have been inappropriately located.

Retaining industrial zoned land was one of the principal goals of the Industrial Zones study and is recognized as a goal within the Citywide Plan. This goal was the justification cited when the City and Common Council allocated funds to conduct the Industrial Zones Study. To support these goals, we need to strike a balance between neighborhood improvement and economic growth which bolsters Norwalk economically and sustainably.

There are numerous factors to consider when thinking about the broader needs of the City, while also improving the neighborhood around the new school site:

1. Can you and/or how do you change the uses of some of the properties?
2. How do you reduce the impacts from the commercial uses, including truck traffic in the area?
3. What infrastructure and traffic improvements are needed prior to the school becoming operational?
4. How do we incentivize commercial uses for these properties that will result in positive change on those properties?

The following study and the information in this memo aim to answer these questions.

Nonconformities/Eminent Domain

The proposed rezoning removes several of the uses that are objectionable to residential neighbors; and while some remain, others like contractor yards are proposed to become Special Permit uses versus Site Plan uses. It is important to mention that though some of these uses may be considered undesirable, many are necessary and provide jobs for members of the Norwalk community. *The below highlighted uses are either no longer permitted or are required to become special permit uses.*

I1 Site Plan Uses Currently Allowed

Brewpub/Distillery

Building Materials Storage Yard

Contractor's Yard

Distribution

I1 Site Plan Uses Proposed

Brewpub/Distillery

Building Materials Storage Yard

Commercial Vehicle Storage

Indoor Contractor Facility

Indoor Contractor Parking Facility

Manufacturing

Municipal Sewage

Offices

Printing Establishment

Public Utility supply & storage

Retail/Personal Svc

Storage (self-storage)

Transportation & Bus Storage

Warehousing

I1 Special Permit Uses Currently Allowed

Adult Day Care

Animal Care Center

Asphalt/concrete plants

Commercial Recreation Establishments

Gasoline station/motor vehicle sales

Helicopter landing site (accessory use)

Hotel

Motor vehicle storage & junk yard

Multi-family Dwelling (east Norwalk station)

Municipal utility plant or storage yard

Propane gas storage

Solid Waste Transfer Station

Manufacturing (all)

Municipal Sewage

Printing Establishment

Public Utility supply & storage

Research & Development Facilities

Transportation & Bus Storage

Warehousing

I1 Special Permit Proposed

Animal Care Center

Concrete plants

Distribution Facilities

Earth Processing & Contractor Yards

Indoor Rock Crushing

Municipal utility plant or storage yard

Oil & Petroleum Storage Facilities

Propane gas storage

Solid Waste Transfer Station

Structures exceeding 65' in height

Regardless of whether the area remains in the I1 Zone, or it is rezoned to something else, ALL the existing uses can continue to operate in perpetuity, regardless of whether the ownership changes or not. Purchasing the properties or seeking them through eminent domain are probably not realistic options considering the high cost of industrially zoned land. In addition, it is possible that there could be environmental issues on many of these sites, based on the nature of the businesses, which makes redevelopment to residential or many other uses potentially more expensive deeming them undesirable. It is financially possible that higher density residential could work in this location, but the density would have to be significant enough to cover the land acquisition and any remediation costs. In shorter terms, simply not allowing a use will not automatically make current uses disappear. The process takes time and significant investment.

The map below indicates the effects of the proposed rezoning on this section of Meadow Street. The parcels outlined in yellow would become legally nonconforming, while the parcels

The figure is an aerial photograph of an industrial area, likely in the Westborough, MA area, showing various industrial buildings, parking lots, and streets. The map is overlaid with colored lines and text indicating property boundaries and dimensions. A table in the top left corner provides detailed information for each property.

Address	Property Owner	NAICS Business	# of Employees	Notes for City	City Suggestion
149 Wilson	not found	not found		Address not in study	Warehouse /Mfg.
114 Wilson	CRYSTAL LLC	Signature Fence LLC	5		
114 Wilson	CRYSTAL LLC	Grasso Co	10		
153 Wilson	333 WILSON LLC	not found	n/a		
2 Meadow	2 MEADOW STREET LLC	Machette Restoration	6		
2 Meadow	2 MEADOW STREET LLC	not found		Business shows on	Atlantic Auto Services
2 Meadow	2 MEADOW STREET LLC	not found		Business shows on	PM Furniture Svc.
2 Meadow	2 MEADOW STREET LLC	Shaw Merton Inc	40		
2 Meadow	2 MEADOW STREET LLC	Michael Solutions	4		
2 Meadow	2 MEADOW STREET LLC	Nowalk Vintage LLC	5		
4 Meadow	GWL4MEADOW LLC	not found			
8 Meadow	MEADOW STREET PARTNERS LLC	not found			
10 Meadow	MEADOW STREET PARTNERS LLC	wrong address			
10 Meadow	MEADOW STREET PARTNERS LLC	Summit Electrical & Communication	5		
10 Meadow	MEADOW STREET PARTNERS LLC	City Carting & Recycling	34		
10 Meadow So.	MEADOW STREET PARTNERS LLC	not found			
34 Meadow	LEBLANC NORMAN * LORRAINE	Le Blanc's Auto Parts	9	LeBlanc is not located	
16 Meadow (3 parcels)	MEADOW STREET PARTNERS LLC	not found			
40 Meadow	D & R INCORPORATED OF NVAK	not found			
46 Meadow	LAJOIE AUTO WRECKING CO INC	Lajoie's Auto Parts	5	Lajoie's is not located	Lajoie's Auto Salvage
46 Meadow	LAJOIE AUTO WRECKING CO INC	Sono Automotive LLC	3		

The map shows several streets: Knapp St, Meadow St, South Main, West Meadow St, and Private Dr. Dimensions are labeled in red text: 355 W, 2 M., 30 M So., 314 W., 4 M., 8 M., 30 M., 36 M., 36 M., 36 M., 40 M., 34 M., 149 W., 46 M.

Taking into consideration the significant investment of time and funding the City has allocated for the new South Norwalk school, we understand the need to ensure that the students who attend the school have safe access to the campus, no matter what mode of transportation is used. We also know that many of the existing uses in the Meadow Street area are also not desirous of the neighborhood community. The Economic and Community Development team and more specifically the Transportation, Mobility, and Parking Department with this in mind has focused directly on this area to ensure the safest environment for our student population and the increased traffic that will be in the area. The collaboration of City departments on this study has informed the overall end resulting document that you see today.

Meadow Street extension, north to Novak Street, including some legally nonconforming commercial uses.

To avoid pedestrian conflict, the City can consider placing crossing guards at the intersections of Meadow Street and Meadow Street Extension and Meadow Street and Novak Street, to direct pedestrians from Meadow Street and onto Novak Street to avoid this section of road. The City could also consider seeking the removal of truck access on Oxford, Novak, and Knapp Street to avoid conflicts with pedestrians.

City as an Applicant

It is important to note that the City is bound to the same development standards as any other applicant. If road and infrastructure improvements are necessary for the completion of the project, the applicant would have to complete them as a part of their approval. Below are some recent projects that were approved or are pending with the Planning & Zoning Commission which were asked to conduct road improvements:

- 10 Monroe St.: Intersection and lane adjustments at Monroe Street and South Main Street.
- Wegmans (CT Ave.): Purchase of additional property to align a key access point to an existing signalized intersection.

The City will have to consider whether the sidewalk network is adequate to support the development and the Economic and Community Development team will work together with other City departments to ensure the success in this common goal. The following are some questions that the City will need to address with the schools development.

1. Are there missing sections of sidewalks to be completed?
2. Are there crosswalks or intersection improvements needed?
3. Can modifications to road lanes be made to calm traffic?

Plan Recommendations Relevant to Subject Area

So how do we realize positive change for the area while accommodating the needs of the school and expanding the business potential for the City? Recognizing the legal rights of the existing businesses and the desire to bring about positive change for the area, the Plan provides incentives for property owners to reconsider alternate uses for their properties. The incentives include increased number of stories for buildings, reduction in the amount of required parking and flexibility in uses and approval.



Figure 37. Brooklyn Navy Yard Building 127 (Brooklyn, NY)



Figure 38. Raymond Flynn Marine Industrial Park (Boston, MA)



Figure 39. Pennovation Works (Philadelphia, PA)



Figure 40. Farm Fresh RI Food Hub (Providence, RI)

The images above are indicative of the plan's aspirations. Appendix C of the Plan, provides an analysis of the potential impacts should the City be fortunate to obtain a different dynamic in terms of the proposed uses, focusing on job growth. As you can see from the examples provided, there are significant advantages in terms of job growth and in terms of the impacts, or lack of impacts, the proposed uses will have on the neighborhood if the City rethinks the types of uses allowed. While these uses remain predominantly commercial, the impacts on the neighborhood are significantly less than many of the current uses.

So how do we bring this to fruition? First, enact changes to the regulations that allow this type of development to potentially occur. Second, the City needs to proactively seek these types of businesses through marketing and through cooperation with the State of CT Department of Economic and Community Development, AdvanceCT, and through such programs such as CTNext.

An alternate option is to downzone this section of Meadow Street to the proposed Industrial No. 2, which is less intensive than Industrial No. 1. This change would result in other # 30 Meadow and the properties listed as #36 Meadow Street becoming legally non-conforming. Industrial No. 2 also allows additional uses, including residential, provided the primary and ground floor uses remain a commercial use. The full list of allowed Industrial No. 2 uses can be found at: [12-Changes-2322 \(norwalkct.org\)](https://www.norwalkct.org/12-Changes-2322)

Overall Summary

In South Norwalk, the proposed changes result in an approximately 75% reduction in the amount of Industrial 1 zoned land and an approximately 25% overall reduction in industrial zoned land overall. The plan seeks to rectify, over time, many of the land-use conflicts that occur based on uses that have been permitted where they are not appropriate or are allowed without enough consideration of the abutting users.

There are potentially other options available to the City such as eminent domain, purchasing the properties in the area the City finds objectionable or downzoning the areas to something like residential. However, in our opinion, this is directly contradictory to the goals of the Citywide Plan and are contrary to the long term needs of the City. We believe there are ways to accommodate the commercial needs of the City while allowing South Norwalk to thrive, including the proposed school becoming a source of pride for the entire City.

The Economic and Community Development team remains committed to working collaboratively, as we have in the past, to provide a holistic approach to supporting resident and student safety, an enhanced quality of life for all residents, as well as support to businesses across the City.

ACTION: Authorize the Mayor, Harry W. Rilling, to execute any and all documentation to ratify and approve the Industrial Zones Study.