

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**AGENDA
7:30 PM EST**

**MAY 14, 2024
COUNCIL CHAMBERS**

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

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

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: April 23, 2024

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

VII. COMMON COUNCIL COMMITTEES

A. LAND USE AND BUILDING MANAGEMENT COMMITTEE

1. Authorize the Purchasing Agent to issue a Purchase Order to Connecticut Materials Testing Laboratory, Inc. for materials testing and field inspection services for the South Norwalk Elementary School for a total not to exceed \$104,665.00 plus a contingency allowance of \$30,000.00 to cover actual testing and inspection services performed. Funds are available in account Acct. #09225010 5777 C0808.

2. Authorize the Purchasing Agent to issue a Purchase Order to Connecticut Materials Testing Laboratory, Inc. for materials testing and field inspection services for the Norwalk High School for a total not to exceed \$510,479.80 plus a contingency allowance of \$50,000. Funds are available in account Acct. #09215010 5777 C0787.
3. Authorize the Mayor, Harry W. Rilling, to execute any and all documents for the application, acceptance and implementation of a grant from HUD – Community Project Funding for the proposed Norwalk Community Recreation Center at 98 South Main Street in the amount of \$2,000,000.
- 4a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Titan Enterprises, Inc. for the Norwalk Concert Hall Terrace. Stairs and ADA Ramp Improvement Project for a total not to exceed \$308,500.00. Funds are available from account #0923/247100 5777 C0439, #0920/211000 5777 C0536, #0923/247100 5777 C0476.
- 4b. Authorize the Office of Building Management to issue change orders on the Contract for a total not to exceed \$30,850.00 Acct. #0923/247100 5777 C0476.
5. Authorize the Purchasing Agent to issue a Purchase Order to Northeast Generator Company for emergency generator preventive maintenance services for 3 years at City Hall, Health Department, Fire Headquarters, Police Headquarters, Belden Main Library and Public Works Center/Garage for a total not to exceed \$21,324. Funding is available in various building operating accounts.

B. PUBLIC WORKS COMMITTEE

1. Authorize the Mayor, Harry W. Rilling, to execute the First Supplemental Project Authorization Letter for State Project No. 102-295, I-95 Median Reconstruction and Resurfacing, for the City of Norwalk's Remaining Demand Deposit for the construction of the Yankee Doodle Trail in the amount of \$186,452, in accordance with the Master Municipal Agreement for Construction Projects between the City of Norwalk and the State of Connecticut Department of Transportation.

Account No. 09 23 4021 5777 C0816
 09 23 4021 5777 C0818

2. Authorize the Mayor, Harry W. Rilling, to execute a no-cost first amendment to the June 13, 2023, agreement between the City of Norwalk and Irecycle Inc dba Eyerecycle, LLC. for collection and recycling of glass bottles and cans via popup events in the City of Norwalk.

C. COMMUNITY SERVICES COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Public Health for the Immunization Action Plan (IAP) Program in the amount of \$1,783,646.00 for the period July 1, 2020 to June 30, 2025.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Immunization Action Plan (IAP) Program for the period July 1, 2020 to June 30, 2025.

D. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Alloy Design Studio PLLC, for project #4358, Urban Grant Improvements Trail Design and Development, in an amount not to exceed \$49,600.00.
Account No. 0924 6030 5799 C0846
- 1b. Authorize the Director of Recreation and Parks to issue change orders on the contract with Alloy Design Studio PLLC, for project #4358, Urban Grant Improvements Trail Design and Development, in an amount not to exceed \$4,960.00.
Account No. 0924 6030 5799 C0846

E. ECONOMIC AND COMMUNITY DEVELOPMENT COMMITTEE

1. RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE BROWNFIELD MUNICIPAL GRANT PROGRAM TO SUPPORT THE ENVIRONMENTAL REMEDIATION AND REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

WHEREAS, pursuant to C.G.S Section 32-763 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Norwalk & Norwalk Redevelopment Agency make an application to the State for \$3,000,000 in order to undertake the 55 MLK (Webster Street Lot) Brownfield Cleanup Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF NORWALK

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-763
 2. That the filling of an application for State financial assistance by the City of Norwalk & Norwalk Redevelopment Agency in an amount not to exceed \$3,000,000 is hereby approved and that Mayor Harry Rilling is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk.
2. RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE COMMUNITY INVESTMENT FUND 2030 PROGRAM TO SUPPORT THE REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

WHEREAS, pursuant to C.G.S Section 32-285a the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Norwalk & Norwalk Redevelopment Agency make an application to the State for \$8,000,000 in order to undertake the 55 MLK (Webster Street Lot) Community Investment Fund Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF NORWALK

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-285a.
2. That the filling of an application for State financial assistance by the City of Norwalk & Norwalk Redevelopment Agency in an amount not to exceed \$8,000,000 is hereby approved and that Mayor Harry Rilling is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk.
3. Authorize the Mayor, Harry W. Rilling, to execute a contract with Placer Labs, Inc. for a data software unlimited license in the amount of \$34,000 via sole source procurement.
ACCT: 0924 3710 5777 C0773
4. Authorize the Mayor, Harry W. Rilling, to execute a 3-year contract with two 1-year extension options with ARC Sound, Stage, Lighting, LLC in the amounts of \$92,510 for year one, \$97,585 for year two, and \$102,760 for year 3 for Purchasing Project: 4341R Stage, Lighting, and Sound Services.
ACCT: 0925 3780 5777 C0680
0924 3710 5777 C0773
0925 3710 5777 C0773

VIII. RESOLUTIONS FROM COMMON COUNCIL

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT



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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Mayor Rilling called the meeting to order at 7:32 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Mayor Rilling asked for a moment of silence to honor the memory of Richard Fuller.

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett Ms. Barbara Smyth	Mr. Johan Lopez
District A:	Ms. Nicol Ayers	Mr. Jalin Sead
District B:	Mr. Dajuan Wiggins	Ms. Darlene Young

District C:	Ms. Jenn McMurrer	Ms. Melissa Murray
District D:	Ms. Heather Dunn	Mr. Doug Sutton
District E:	Mr. James Frayer	Ms. Lisa Shanahan

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

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

I. ACCEPTANCE OF MINUTES

Regular Meeting: April 9, 2024

The following corrections were made to the minutes:

Page 11-Mr. Goldstein said that since the Common Council advocated for electric and hybrid vehicles, he would not support this reduction.

Page 8- Ms. Murray said she heard constituents suggest events trees build community.

**** MS. SHANAHAN MOVED TO ACCEPT THE MINUTES AS AMENDED**
**** MOTION PASSED UNANIMOUSLY**

III. PUBLIC PARTICIPATION

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

Mr. Gee spoke about the proposed pickleball scheduling system.

Mr. Alan Scher spoke about the proposed pickleball scheduling system and suggested having a cut off.

Ms. Janet Sachs spoke about the proposed pickleball scheduling system and asked if Woodward Ave. park will remain without a reservation system.

Mr. Aldo Viera spoke about the proposed pickleball scheduling system and said he was not excited about the new reservation system.

Ms. Lisa Fitzpatrick spoke about the proposed pickleball scheduling system and asked that no changes be made to the system.

Mr. Rob Corona spoke about the proposed pickleball scheduling system and expressed his thanks to Mr. Scher. He spoke against the proposed pickleball scheduling system.

Mr. Peter Ned spoke about the proposed pickleball scheduling system and suggested looking at team reach.

Ms. Mary Beth wood spoke about the proposed pickleball scheduling system and spoke in support of open play.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

APPOINTMENTS:

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

HOWARD W. DIXON, FIRE COMMISSION

Ms. Smyth spoke in support of the appointment.

**** MOTION PASSED UNANIMOUSLY**

Nicole T. Hampton, Fire Commission WITHDRAWN

REAPPOINTMENTS:

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

OSCAR DESTRUGE, FIRE COMMISSION

Ms. Smyth spoke in support of the reappointment.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mayor Rilling wished the Jewish community a joyous Passover. He announced the family friendly Earth Day celebration that will take place on the Green. A citywide clean up will take place ahead of the festival. T

Mayor Rilling announced that the City of Norwalk received recertification as a 2023 Tree City USA for the 20th consecutive year.

V. COUNCIL PRESIDENT

A. RESIGNATIONS AND APPOINTMENTS

There were no resignations or appointments announced this evening.

B. CONSENT CALENDAR:

Ms. Young announced that Mr. Frayer would be reading this evening's Consent Calendar.

**** MR. FRAYER MOVED TO APPROVE THE FOLLOWING CONSENT CALENDAR:**

VI.A.1, VII.A.1, VII.A.2, VII.A.3, VII.A.4, VII.A.5, VII.A.6, VII.A.7, VII.C.1, VII.C.3, VII.D.1, VII.D.2, VII.D3, VII.E.1, VII.E.2, VII.E.3, VII.E.4, VII.E.5

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

**** MS. YOUNG MOVED TO APPROVE THE FOLLOWING ITEM
1. SETTLEMENT: CAREN PRICE V. CITY OF NORWALK – FILE NO. A23527
EXECUTIVE SESSION
** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

A. FINANCE COMMITTEE

1. ACCEPT AND APPROVE THE REPORT OF THE CLAIMS COMMITTEE DATED: APRIL 2024.

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: APRIL 2024.

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORTS DATED: MARCH 2024.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE THE GRANT ASSIGNMENT CERTIFICATION, SFY 2024 ASSIGNING STATE OF CONNECTICUT 13B-38BB ELDERLY AND DISABLED DEMAND RESPONSIVE MUNICIPAL GRANT PROGRAM APPORTIONED FUNDS TO OPERATION OF TRANSPORTATION SERVICES COORDINATING ENTITY, NORWALK TRANSIT DISTRICT. CITY MATCH \$390,000 ACCOUNT 012010-5A0620.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO SUBMIT AN APPLICATION TO THE STATE OF CONNECTICUT FOR GRANT FUNDS PROVIDED UNDER THE STATE OF CONNECTICUT'S LOCAL CAPITAL IMPROVEMENT FUND FOR LOCAL CAPITAL IMPROVEMENT PROGRAM (\$847,944.96 – 2024 GRANT).

6. AUTHORIZE THE NORWALK PUBLIC SCHOOL PURCHASING AGENT TO ISSUE PURCHASE ORDERS IN ACCORDANCE WITH CITY PROCUREMENT GUIDELINES FOR HARDWARE PLUS FORTICARE PREMIUM FOR AN AMOUNT NOT TO EXCEED \$122,208.98 ACCOUNT 09110600-5777-C0375 (09235010-5777-C0112 AND 09245010-5777-C0112).

7. AUTHORIZE THE APPOINTMENT OF AUDITORS TO AUDIT FISCAL YEAR 2024 AT A FEE OF \$103,000. (ACCOUNT 011310-5253 ACCOUNTING AND 015725160-330-57 BOE OTHER PROFESSIONAL SERVICES).

C. ORDINANCE COMMITTEE

1. APPROVE REVISIONS TO BIDDING AND PURCHASING, SECTIONS 19-1 AND 19-2.

3. APPROVE REVISIONS TO CHAPTER 103 – TAXATION, ARTICLE V – BOARD OF ASSESSMENT APPEALS, SECTION 103-14.

D. PUBLIC WORKS COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS AND OTHER INSTRUMENTS NECESSARY TO CONVEY A 72 ± SQ. FT. TEMPORARY CONSTRUCTION EASEMENT FOR PURPOSES OF INSTALLING A TEMPORARY GUY ANCHOR IN VETERAN'S PARK PER CONN DOT 102-301-176-54 COMPILATION MAP DATED NOVEMBER 2023 ENCLOSED WITH AGENDA FOR JUST COMPENSATION OF \$2,500.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF NORWALK AND EXCEPTIONAL HOME IMPROVEMENTS LLC FOR PROJECT RD2024-2 CURBS AND

SIDEWALKS FOR VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$622,343.95 WITH AN OPTION TO EXTEND FOR TWO (2) ADDITIONAL TERMS OF ONE (1) YEAR EACH.

ACCOUNT NO. 03 00 00 2602

09 23 7100 5777 C0583

09 24 4021 5777 C0021

09 24 4021 5777 C0318

09 25 4021 5777 C0318

09 24 4021 5777 C0440

3. AUTHORIZE THE CHIEF OF OPERATIONS AND PUBLIC WORKS, TO EXECUTE ORDERS ON THE CONTRACT BETWEEN THE CITY OF NORWALK AND EXCEPTIONAL HOME IMPROVEMENTS LLC, FOR PROJECT RD2024-2 CURBS AND SIDEWALKS FOR VARIOUS LOCATIONS FOR A SUM NOT TO EXCEED \$124,468.79.

ACCOUNT NO. 03 00 00 2602

09 23 7100 5777 C0583

09 24 4021 5777 C0021

09 24 4021 5777 C0318

09 25 4021 5777 C0318

09 24 4021 5777 C0440

E. COMMUNITY SERVICES COMMITTEE

1. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS WITH FAIRFIELD UNIVERSITY AS MAY BE NECESSARY TO ALLOW FOR STUDENTS IN THE UNIVERSITY'S GRADUATE AND UNDERGRADUATE PROGRAMS TO BE PLACED AT THE NORWALK HEALTH DEPARTMENT FOR INTERNSHIPS AND STUDENT LEARNING OPPORTUNITIES.

2. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS WITH AMERICAN HEART ASSOCIATION AS MAY BE NECESSARY TO ALLOW FOR THE NORWALK HEALTH DEPARTMENT TO HELP DISTRIBUTE AUTOMATIC BLOOD PRESSURE CUFFS AND EDUCATIONAL MATERIALS AT PARTNER ORGANIZATIONS AND LOCATIONS THROUGHOUT THE COMMUNITY.

3. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A CONTRACT WITH DAYDREAM COMMUNICATIONS IN AN AMOUNT NOT TO EXCEED \$35,000 (FROM GRANT ACCOUNT NUMBER 3520-87-5298) FOR

THE DEVELOPMENT AND IMPLEMENTATION OF A REGIONAL PUBLIC HEALTH COMMUNICATIONS CAMPAIGN.

4. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS NECESSARY TO APPLY FOR AND ACCEPT THE SCHOOL READINESS GRANT WHICH INCLUDES THE QUALITY ENHANCEMENT GRANT FOR THE PERIOD JULY 1, 2024 TO JUNE 30, 2025.

5. AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS TO REAPPOINT FAMILY CHILDREN'S AGENCY, INC. AS THE MUNICIPAL AGENT FOR THE ELDERLY FOR THE PERIOD JULY 1, 2024 – JUNE 30, 2025. FY 25 \$163,000 ACCOUNT # 012010-5298.

**** MOTION PASSED UNANIMOUSLY**

VII. COMMON COUNCIL COMMITTEES

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

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

1. AUTHORIZE THE DIRECTOR OF RECREATION AND PARKS TO PILOT A NEW RESERVATION SYSTEM FOR OUTDOOR TENNIS AND PICKLEBALL COURT USE VIA THE ACTIVE NET REGISTRATION AND RESERVATION SYSTEM. THE PROPOSED FEES SHALL BE: \$15.00 PER 90 MINUTES PER COURT FOR RESIDENTS, AND \$25.00 PER 90 MINUTES PER COURT FOR NON-RESIDENTS, ALSO A COMPONENT OF THE PILOT PROGRAM WILL BE TO DEVELOP AN APP MODELED AFTER TEAM REACH ALIGNING PLAYER WITH PLAYERS OF THEIR SKILL LEVEL AND AN OPEN PLAY COMPONENT FOR BOTH THE TENNIS AND THE PICKLEBALL PROGRAMS.

Ms. Young reviewed the following item and explained this is a pilot program and adjustments will be made. Mr. Stowers, Director of Recreation and Parks explained they hired Mr. Scher last year to develop a pickleball program at Woodward Ave. Park. He said today they heard about open play and decided to include that component as part of the reservation system. In addition they decided with the help of stakeholders they would develop a model that the City would supervise. The model is similar to Team Reach.

In response to questions, Mr. Stowers explained they will have the ability to make changes during the one-year pilot and the \$15 is a court fee and is not a per person fee. He also said he was open to increasing the non-resident fees.

Mr. Wiggins said he would like to know about complaints. He also said he was not in support of having fees because it leaves out the youth who may not have the resources to play; however, he said fees are important for non-residents. Mr. Stowers explained they are hiring a temporary seasonal instructor who will start using the school gyms to teach young people how to play.

Ms. Valadares, Chief of Operations and Public Works said they appreciate all the comments and are always open to suggestions. The goal is to make it fair and accessible.

**** MOTION PASSED UNANIMOUSLY**

C. ORDINANCE COMMITTEE

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

2. APPROVE REVISIONS TO CHAPTER 63 - LAW DEPARTMENT, SECTIONS 63-1 THROUGH 63-7.

Mr. Candela, Corporation Counsel review the item and said there were minor changes made to the ordinance; however, while making the amendment some language was inadvertently removed and it was recommended putting the language back.

**** MS. SHANAHAN MOVED TO ADD THE LANGUAGE BACK TO THE ORDINANCE**

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

**** MS. SHANAHAN MOVED TO APPROVE THE ITEM AS AMENDED**

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

E. COMMUNITY SERVICES COMMITTEE

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

6. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments, or amendments as may be necessary with The Open Door Shelter (dba Open Doors) located at 4 Merritt Street Norwalk, CT 06854 in the amount of \$92,000.00 to provide shelter services for persons experiencing homelessness for Norwalk residents. Beginning June 1, 2024 to May 30, 2025. Account #012010-5A0620.

Ms. Ayers reviewed the request and explained this authorization allows Norwalk residents to stay in Norwalk. She said she understands that when an individual calls 211 looking for a bed their name is put in the system but they may not get a bed in Norwalk.

Mr. Daniels, Chief of Community Services said they recognize the ongoing challenge of homelessness. The Open Door shelter is the only shelter in Norwalk and serves the surrounding community. These funds will be allocated to keep Norwalk residents in Norwalk.

Ms. Conderino, Executive Director of the Open Door Shelter explain they are celebrating 40 years of service to the community. She said it is getting challenging and expensive and support from the City is appreciated.

Mr. Daniels said he will ask to allocate funds from his budget after the agreement ends in 2025.

**** MOTION PASSED UNANIMOUSLY**

VIII. RESOLUTIONS FROM COMMON COUNCIL

There were no resolutions presented this evening.

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no postponed motions this evening.

X. SUSPENSION OF RULES

There were no suspension of the rules this evening.

XI. ADJOURNMENT

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

There was no further business, and the meeting was unanimously adjourned at 8:44 p.m.

ATTEST: _____
Irene Dixon, City Clerk

VII.A.

NORWALK COMMON COUNCIL **REQUEST FOR ITEMS TO BE PLACED ON AGENDA**

LAND USE ITEMS FOR 5/14 COUNCIL MEETING

1. Authorize the Purchasing Agent to issue a Purchase Order to Connecticut Materials Testing Laboratory, Inc. for materials testing and field inspection services for the South Norwalk Elementary School for a total not to exceed \$104,665.00 plus a contingency allowance of \$30,000.00 to cover actual testing and inspection services performed. Funds are available in account Acct. #09225010 5777 C0808.
2. Authorize the Purchasing Agent to issue a Purchase Order to Connecticut Materials Testing Laboratory, Inc. for materials testing and field inspection services for the Norwalk High School for a total not to exceed \$510,479.80 plus a contingency allowance of \$50,000. Funds are available in account Acct. #09215010 5777 C0787.
3. Authorize the Mayor, Harry W. Rilling, to execute any and all documents for the application, acceptance and implementation of a grant from HUD – Community Project Funding for the proposed Norwalk Community Recreation Center at 98 South Main Street in the amount of \$2,000,000.
- 4a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with Titan Enterprises, Inc. for the Norwalk Concert Hall Terrace. Stairs and ADA Ramp Improvement Project for a total not to exceed \$308,500.00. Funds are available from account #0923/247100 5777 C0439, #0920/211000 5777 C0536, #0923/247100 5777 C0476
- 4b. Authorize the Office of Building Management to issue change orders on the Contract for a total not to exceed \$30,850.00. Acct. #0923/247100 5777 C0476
5. Authorize the Purchasing Agent to issue a Purchase Order to Northeast Generator Company for emergency generator preventive maintenance services for 3 years at City Hall, Health Department, Fire Headquarters, Police Headquarters, Belden Main Library and Public

Works Center/Garage for a total not to exceed \$21,324. Funding is available in various building operating accounts.

Requested Date: 5/6/24

Requested by: Alan Lo, on behalf of Land Use and Building Management Committee

Council Agenda Under: Land Use and Building Management Committee

Approved by Council Committee: The above item(s) has(have) been approved or is(are) scheduled to be approved by the Land Use and Building Management Committee.

Planning Commission Section 8-24 Review: Where applicable, the above items have been or will be submitted to Planning and Zoning Commission for Section 8-24 Review.



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 
RE: **SOUTH NORWALK ELEMENTARY SCHOOL – MATERIALS TESTING
& SPECIAL INSPECTION SERVICES**
DATE: APRIL 24, 2024

The City of Norwalk Common Council recently approved the Guaranteed Maximum Price for the South Norwalk Elementary School in February 2024. The project has begun with Construction Manager mobilizing and site development well underway. In the coming weeks the building pad preparation and excavation will be completed, followed by the placement of concrete for the foundations.

A requirement of the State of Connecticut building code is to have a Statement of Special Inspections which is completed by the structural engineering firm of record for the project. The Statement of Special Inspections identifies various inspections required of an independent materials testing laboratory as well as various inspections/reviews of the project and test results by a licensed professional engineer.

As a result of this requirement, the City advertised for bids for testing materials laboratories in accordance with the statement of Special Inspections. The City received four (4) complaint and one (1) non-compliant responses from materials testing laboratories. Since the quantity of tests required are yet to be determined, the City issued a Request for Proposals based on unit pricing per test. Upon receipt of proposals from the various testing labs the City applied projected quantities of tests per discipline to determine the "apparent low bidder". The apparent low bidder is Connecticut Materials Testing Laboratory, Inc. The testing company will be compensated based on actual numbers of tests and inspections performed.

ACTION REQUESTED:

Authorize the Purchasing Agent to issue a Purchase Order to Connecticut Materials Testing Laboratory, Inc. for materials testing and field inspection services for the South Norwalk Elementary School for a total not to exceed \$104,665.00 plus a contingency allowance of \$30,000.00 to cover actual testing and inspection services performed. Funds are available in account Acct. #09225010 5777 C0808.

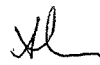
4362 Materials Testing and Inspection Services for South Norwalk Elementary School (State Project: 103-0264 N)																		
	Independent Materials Testing Laboratories, Inc		IMTL Extension	Connecticut Materials Testing Laboratory, Inc		CMTL Extension	Special Testing Laboratories, Inc.		STL Extension	Tri State Materials Testing Lab, LLC		Tri State Extension	Coastal Materials Testing Lab, LLC *		Test-Con Incorporated*		Evaluation Criteria for Extension Costs	
Unit Prices																		
1. Escalation																		
Unit rates shall be effective through the year 2025. No escalation costs will be considered for this project. Reference project schedule for scope and overall duration.																		
2. Soils and Foundations	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 54 days	
Shallow Foundation & Controlled Fill Inspections																		
2a. Soil/Fill Placement, Removal of Unsuitable Material, Preparation of Subgrade, Lift Thickness, Comp	\$65.00		\$17,160.00	\$45.00		\$11,880.00	\$44.00		\$11,616.00	\$52.00		\$13,728.00	\$		\$		3 x 8 hr inspections per week (11 weeks)	
2b. Modified Proctor (each)		\$130.00	\$4,290.00		\$75.00	\$2,475.00		\$85.00	\$2,805.00		\$70.00	\$2,310.00		\$		\$	3 each per week (11 weeks)	
2c. Sieve Analysis Test (each)		\$130.00	\$4,290.00		\$100.00	\$3,300.00		\$160.00	\$5,280.00		\$65.00	\$2,145.00		\$		\$	3 each per week (11 weeks)	
Deep Foundations																		
2d. Pile drilling, Placement, Grouting and Load Test Inspection	\$75.00		\$3,000.00	\$45.00		\$1,800.00	\$69.00		\$2,760.00	\$72.00		\$2,880.00	\$		\$		5 x 8 hr inspections	
2e. Underpinning and Flowable Fill Placement Inspection	\$65.00		\$2,600.00	\$45.00		\$1,800.00	\$44.00		\$1,760.00	\$48.00		\$1,920.00	\$		\$		5 x 8 hr inspections	
2f. Grout Sampling & Compressive Strength Testing (per 2"x2" cube)		\$16.00	\$960.00		\$12.00	\$720.00		\$14.00	\$840.00		\$15.00	\$900.00		\$		\$	12 tests per visit (5 days)	
2g. Flowable Fill/Concrete - Sampling & Compressive Strength Testing (per cylinder)		\$16.00	\$960.00		\$13.00	\$780.00		\$17.00	\$1,020.00		\$17.00	\$1,020.00		\$		\$	12 tests per visit (5 days)	
3. Cast-in-Place Concrete Inspections	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 30 days	
described in in the Cast-in-Place Concrete section of the Statement of Special Inspections form, unless otherwise listed below.																		
3a. Cast-in-Place Concrete Inspection (rate is for all items described above)	\$55.00		\$3,960.00	\$50.00		\$3,600.00	\$44.00		\$3,168.00	\$51.00		\$3,672.00	\$		\$		3 x 4 hr inspections per week (6 weeks)	
3b. Rebar/Anchor Rod Inspection (not inspected on same day as pour)	\$55.00		\$3,960.00	\$65.00		\$4,680.00	\$44.00		\$3,168.00	\$55.00		\$3,960.00	\$		\$		3 x 4 hr inspections per week (6 weeks)	
3c. Combined Concrete & Rebar/Anchor Rod Inspection (inspections 3a. and 3b. performed on the sam	\$65.00		\$4,680.00	\$55.00		\$3,960.00	\$60.00		\$4,320.00	\$65.00		\$4,680.00	\$		\$		3 x 4 hr inspections per week (6 weeks)	
3d. Concrete Cylinder Sampling & Compressive Strength Testing (per cylinder)		\$16.00	\$3,456.00		\$13.00	\$2,808.00		\$17.00	\$3,672.00		\$17.00	\$3,672.00		\$		\$	12 tests per visit (3 days x 6 weeks)	
3e. Non-shrink Grout Sampling & Compressive Strength Testing (per 2"x2" cube)		\$16.00	\$3,456.00		\$12.00	\$2,592.00		\$14.00	\$3,024.00		\$15.00	\$3,240.00		\$		\$	12 tests per visit (3 days x 6 weeks)	
4. Masonry Inspections	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 50 days	
The hourly rate for Item 4a. below includes all EIT-ICC-AWS-CWI-SMSI inspections as described in in the Masonry section of the Statement of Special Inspections form, unless otherwise listed below.																		
4a. Masonry Field Inspection (rate is for all items described above)	\$55.00		\$13,200.00	\$60.00		\$14,400.00	\$44.00		\$10,560.00	\$48.00		\$11,520.00	\$		\$		3 x 8 hr inspections per week (10 weeks)	
4b. Grout/Mortar Sampling & Compressive Strength Testing (per 2"x2" cube)		\$16.00	\$5,760.00		\$12.00	\$4,320.00		\$14.00	\$5,040.00		\$15.00	\$5,400.00		\$		\$	12 tests x 3 times per week (10 weeks)	
4c. Masonry Prism Testing (each)		\$75.00	\$2,250.00		\$85.00	\$2,550.00		\$55.00	\$1,650.00		\$55.00	\$1,650.00		\$		\$	3 times per week (10 weeks)	
5. Structural Steel	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 58 days	
The hourly rate for Item 5a. below includes all ICC-SWSI-AWS-SSI-CSSI-SWI-CWI-ASNT-AIS inspections as described in in the Structural Steel section of the Statement of Special Inspections form, unless otherwise listed below.																		
5a. Structural Steel Inspection (rate is for all items described above)	\$80.00		\$11,520.00	\$65.00		\$9,360.00	\$79.00		\$11,376.00	\$82.00		\$11,808.00	\$		\$		3 x 4 hr inspections per week (12 weeks)	
5b. Shop Fabrication/Plant Inspection (travel is billable up to 2 hours of the hourly rate; mileage is not r	\$100.00		\$3,200.00	\$80.00		\$2,560.00	\$89.00		\$2,848.00	\$80.00		\$2,560.00	\$		\$		4 shop visits at 8 hours each	
5c. Ultrasonic Weld Testing (unlimited quantity)	\$85.00		\$8,160.00	\$70.00		\$6,720.00	\$84.00		\$8,064.00	\$82.00		\$7,872.00	\$		\$		2 x 4 hr inspection per week (12 weeks)	
5d. Shear Connection Inspection, Ring Test (unlimited quantity)	\$80.00		\$7,680.00	\$50.00		\$4,800.00	\$79.00		\$7,584.00	\$82.00		\$7,872.00	\$		\$		2 x 4 hr inspection per week (12 weeks)	
5e. Shear Connection Inspection, Bend Test (unlimited quantity)	\$80.00		\$7,680.00	\$50.00		\$4,800.00	\$79.00		\$7,584.00	\$82.00		\$7,872.00	\$		\$		2 x 4 hr inspection per week (12 weeks)	
6. Cold Formed Steel Framing Inspections	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 37 days	
The hourly rate for Item 6a. below includes all AWS-AISC-SSI inspections as described in the Cold-Formed Steel Framing section of the Statement of Special Inspections form, unless otherwise listed below.																		
6a. Cold-Formed Steel Framing Field Inspection (rate is for all items described above).	\$65.00		\$6,240.00	\$60.00		\$5,760.00	\$68.00		\$6,528.00	\$70.00		\$6,720.00	\$		\$		3 x 4 hr inspections per week (8 weeks)	
7. Spray-Applied Fire-Resistant Material	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 10 days *Timeline Estimate	
The hourly rate for Item 7a. below includes all ICC-SFSI inspections as described in the Spray-Applied Fire-Resistant Material section of the Statement of Special Inspections form, unless otherwise listed below.																		
7a. Spray-Applied Fire-Resistant Material Inspection	\$65.00		\$2,600.00	\$50.00		\$2,000.00	\$42.00		\$1,680.00	\$55.00		\$2,200.00	\$		\$		5 days @ 8 hours	
7b. Spray-Applied Fire-Resistant Material Lab Test		\$35.00	\$350.00		\$45.00	\$450.00		\$50.00	\$500.00		\$35.00	\$350.00		\$		\$	10 each	
8. Floor Flatness and Levelness Test	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	19 days (8 zones + gym)	
8a. Floor Flatness and Levelness Test with reporting in accordance with American Concrete Institute (ACI)		\$475.00	\$4,275.00		\$550.00	\$4,950.00		\$470.00	\$4,230.00		\$490.00	\$4,410.00		\$		\$	9 each	
9. Windsor Pin Masonry Test	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each		
A Windsor Pin Test may be requested by the project team if any mortar or group test fails inspection.																		
9a. Windsor Pin Masonry Test (applies to CMU and Brick)		\$375.00	\$3,750.00		\$50.00	\$500.00		\$230.00	\$2,300.00		\$360.00	\$3,600.00		\$		\$	10 each	
10. Mechanical and Adhesive Anchoring, Anchor Rod	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each		
The hourly rate for item 9a. below includes all ICC-SMSI-ACI-CCI-ICC-RCS inspections as described in the Cast-in-Place Concrete section and Item 10 of the Masonry section of the Statement of Special Inspections form, unless otherwise listed below.																		
10a. Mechanical and Adhesive Anchoring Inspection	\$65.00		\$1,300.00	\$55.00		\$1,100.00	\$55.00		\$1,100.00	\$70.00		\$1,400.00	\$		\$		20 hours	
ESTIMATED TOTAL EXTENSION OF UNIT COSTS			\$	130,737.00			\$	104,665.00			\$	114,477.00			\$	119,361.00		

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



CITY OF NORWALK
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125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 

RE: **NORWALK HIGH SCHOOL – MATERIALS TESTING & SPECIAL INSPECTION SERVICES**

DATE: APRIL 24, 2024

The City of Norwalk Common Council recently approved the Guaranteed Maximum Price for the Norwalk High School in February 2024. The project has begun with Construction Manager mobilizing and site development well underway. In the coming weeks the building pad preparation and excavation will be completed, followed by the placement of concrete for the foundations.

A requirement of the State of Connecticut building code is to have a Statement of Special Inspections which is completed by the structural engineering firm of record for the project. The Statement of Special Inspections identifies various inspections required of an independent materials testing laboratory as well as various inspections/reviews of the project and test results by a licensed professional engineer.

As a result of this requirement, the City advertised for bids for testing materials laboratories in accordance with the statement of Special Inspections. The City received four (4) compliant and two (2) non-compliant responses from materials testing laboratories. Since the quantity of tests required are yet to be determined, the City issued a Request for Proposals based on unit pricing per test. Upon receipt of proposals from the various testing labs the City applied projected quantities of tests per discipline to determine the “apparent low bidder”. The apparent low bidder is Connecticut Materials Testing Laboratory, Inc. The testing company will be compensated by the actual numbers of tests and inspections performed.

ACTION REQUESTED:

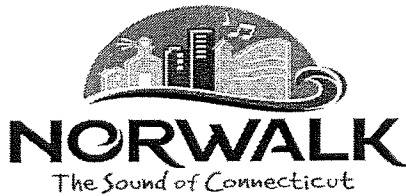
Authorize the Purchasing Agent to issue a Purchase Order to Connecticut Materials Testing Laboratory, Inc. for materials testing and field inspection services for the Norwalk High School for a total not to exceed \$510,479.80 plus a contingency allowance of \$50,000. Funds are available in account Acct. #09215010 5777 C0787.

4357 Materials Testing and Inspection Services for Norwalk High School - State Project 103-0263 N

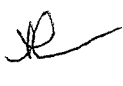
	Special Testing Laboratories , Inc.		STL Extension	Connecticut Materials Testing Laboratory, Inc.		CMTL Extension	Independent Materials Testing Laboratories, Inc.		IMTL Extension	Tri State Materials Testing Lab LLC		Tri State Extension	Coastal Materials Testing Lab, LLC*		Test-Con Incorporated*		Evaluation Criteria for Extension Costs
Unit Prices																	
1. Escalation																	
All unit rates in this proposal (hourly and each) shall be based on the year 2024. Unit rates shall increase by the provided escalation rate each year, effective on January 1st.																	
1a. Rate of escalation per year for duration of project. Rate in %	5%			4.6%			6%			0.06%			%		%		
2. Soils and Foundations	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 140 days *No Escalation
Shallow Foundation & Controlled Fill Inspections																	
2a. Soil/Fill Placement, Removal of Unsuitable Material, Preparation of Subgrade	\$44.00		\$29,568.00	\$45.00		\$30,240.00	\$65.00		\$43,680.00	\$52.00		\$34,944.00	\$		\$		3 x 8 hr inspections per week (28 weeks)
2b. Modified Proctor (each)		\$85.00	\$7,140.00		\$75.00	\$6,300.00		\$130.00	\$10,920.00		\$70.00	\$5,880.00		\$		\$	3 each per week (28 weeks)
2c. Sieve Analysis Test (each)		\$160.00	\$13,440.00		\$100.00	\$8,400.00		\$130.00	\$10,920.00		\$65.00	\$5,460.00		\$		\$	3 each per week (28 weeks)
Deep Foundations																	
2d. Pile drilling, Placement, Grouting and Load Test Inspection	\$69.00		\$11,040.00	\$45.00		\$7,200.00	\$75.00		\$12,000.00	\$72.00		\$11,520.00	\$		\$		20 x 8 hr inspections
2e. Underpinning and Flowable Fill Placement Inspection	\$44.00		\$7,040.00	\$45.00		\$7,200.00	\$65.00		\$10,400.00	\$48.00		\$7,680.00	\$		\$		20 x 8 hr inspections
2f. Grout Sampling & Compressive Strength Testing (per 2"x2" core)		\$14.00	\$3,360.00		\$12.00	\$2,880.00		\$16.00	\$3,840.00		\$15.00	\$3,600.00		\$		\$	12 tests per visit (20 days)
2g. Flowable Fill/Concrete - Sampling & Compressive Strength Testing		\$17.00	\$4,080.00		\$13.00	\$3,120.00		\$16.00	\$3,840.00		\$17.00	\$4,080.00		\$		\$	12 tests per visit (20 days)
3. Cast-in-Place Concrete Inspections	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 267 Days *Incldes 2025 Escalation
RCSI-CWI-AWS-RCS-CFTT-STT inspections described in the Cast-in-Place Concrete section of the Statement of Special Inspections form, unless otherwise listed below.																	
3a. Cast-in-Place Concrete Inspection (rate is for all items described in the Cast-in-Place Concrete section of the Statement of Special Inspections form)	\$44.00		\$29,937.60	\$50.00		\$33,890.40	\$55.00		\$37,778.40	\$51.00		\$33,067.83	\$		\$		3 x 4 hr inspections per week (54 weeks)
3b. Rebar/Anchor Rod Inspection (not inspected on same day as concrete placement)	\$44.00		\$29,937.60	\$65.00		\$44,057.52	\$55.00		\$37,778.40	\$55.00		\$35,661.38	\$		\$		3 x 4 hr inspections per week (54 weeks)
3c. Combined Concrete & Rebar/Anchor Rod Inspection (inspected on same day as concrete placement)	\$60.00		\$40,824.00	\$55.00		\$37,279.44	\$65.00		\$44,647.20	\$65.00		\$42,145.27	\$		\$		3 x 4 hr inspections per week (54 weeks)
3d. Concrete Cylinder Sampling & Compressive Strength Testing		\$17.00	\$34,700.40		\$13.00	\$26,434.51		\$16.00	\$32,970.24		\$17.00	\$33,067.83		\$		\$	12 tests per visit (3 days x 54 weeks)
3e. Non-shrink Grout Sampling & Compressive Strength Testing		\$14.00	\$28,576.80		\$12.00	\$24,401.09		\$16.00	\$32,970.24		\$15.00	\$29,177.50		\$		\$	12 tests per visit (3 days x 54 weeks)
4. Masonry Inspections	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 305 days *Incldes 2026 Escalation
The hourly rate for Item 4a. below includes all EIT-ICC-AWS-CWI-SMSI inspections as described in the Masonry section of the Statement of Special Inspections form																	
4a. Masonry Field Inspection (rate is for all items described above)	\$44.00		\$71,018.64	\$60.00		\$96,107.15	\$55.00		\$90,472.27	\$48.00		\$70,356.35	\$		\$		3 x 8 hr inspections per week (61 weeks)
4b. Grout/Mortar Sampling & Compressive Strength Testing (per 2"x2" core)		\$14.00	\$33,895.26		\$12.00	\$28,832.14		\$16.00	\$39,478.81		\$15.00	\$32,979.54		\$		\$	12 tests x 3 times per week (61 weeks)
4c. Masonry Prism Testing (each)		\$55.00	\$11,096.66		\$85.00	\$17,018.97		\$75.00	\$15,421.41		\$55.00	\$10,077.08		\$		\$	3 times per week (61 weeks)
5. Structural Steel	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 140 days *Includes 2025 Escalation
The hourly rate for Item 5a. below includes all ICC-SWSI-AWS-SSI-CSSI-SWI-CWI-ASNT-AISI inspections as described in the Structural Steel section of the Statement of Special Inspections form																	
5a. Structural Steel Inspection (rate is for all items described above)	\$79.00		\$27,871.20	\$65.00		\$22,844.64	\$80.00		\$28,492.80	\$82.00		\$27,568.53	\$		\$		3 x 4 hr inspections per week (28 weeks)
5b. Shop Fabrication/Plant Inspection (travel is billable up to 2 hours)	\$89.00		\$8,971.20	\$85.00		\$8,535.36	\$100.00		\$10,176.00	\$80.00		\$7,684.61	\$		\$		12 shop visits at 8 hours each
5c. Ultrasonic Weld Testing (unlimited quantity)	\$84.00		\$19,756.80	\$70.00		\$16,401.28	\$85.00		\$20,182.40	\$82.00		\$18,379.02	\$		\$		2 x 4 hr inspection per week (28 weeks)
5d. Shear Connection Inspection, Ring Test (unlimited quantity)	\$79.00		\$18,580.80	\$50.00		\$11,715.20	\$80.00		\$18,995.20	\$82.00		\$18,379.02	\$		\$		2 x 4 hr inspection per week (28 weeks)
5e. Shear Connection Inspection, Bend Test (unlimited quantity)	\$79.00		\$18,580.80	\$50.00		\$11,715.20	\$80.00		\$18,995.20	\$82.00		\$18,379.02	\$		\$		2 x 4 hr inspection per week (28 weeks)
6. Cold Formed Steel Framing Inspections	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 169 days *Incldes 2025 Escalation
The hourly rate for Item 6a. below includes all AWS-AISC-SSI inspections as described in the Cold-Formed Steel Framing section of the Statement of Special Inspections form																	
6a. Cold-Formed Steel Framing Field Inspection (rate is for all items described above)	\$68.00		\$29,131.20	\$60.00		\$25,606.08	\$65.00		\$28,111.20	\$70.00		\$28,577.14	\$		\$		3 x 4 hr inspections per week (34 weeks)
7. Spray-Applied Fire-Resistant Material	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	Schedule: 50 days *Timeline Estimate
The hourly rate for Item 7a. below includes all ICC-SFSI inspections as described in the Spray-Applied Fire-Resistant Material section of the Statement of Special Inspections form																	
7a. Spray-Applied Fire-Resistant Material Inspection	\$42.00		\$9,261.00	\$50.00		\$10,941.16	\$65.00		\$14,332.50	\$55.00		\$11,014.30	\$		\$		25 days @ 8 hours *Includes 2026 Escalation
7b. Spray-Applied Fire-Resistant Material Lab Test		\$50.00	\$2,756.25		\$45.00	\$2,461.76		\$35.00	\$1,929.38		\$35.00	\$1,752.28		\$		\$	50 each / 2026 Escalation
8. Floor Flatness and Levelness Test	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	
8a. Floor Flatness and Levelness Test with reporting in accordance with ASTM E1155-19		\$470.00	\$15,792.00		\$550.00	\$18,409.60		\$475.00	\$15,960.00		\$490.00	\$15,690.19		\$		\$	32 each *Includes 2025 Escalation
9. Windsor Pin Masonry Test	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	
A Windsor Pin Test may be requested by the project team if any mortar or grout test fails																	
9a. Windsor Pin Masonry Test (applies to CMU and Brick)		\$230.00	\$12,678.75		\$50.00	\$2,735.29		\$375.00	\$20,671.88		\$360.00	\$18,023.41		\$		\$	50 each *Includes 2026 Escalation
10. Mechanical and Adhesive Anchoring, Anchor Rod	Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each		Hourly Rate	Each	Hourly Rate	Each	
CCI-ICC-RCS inspections as described in the Cast-in-Place Concrete section and Item 10 of the Masonry section of the Statement of Special Inspections form																	
10a. Mechanical and Adhesive Anchoring Inspection	\$55.00		\$5,775.00	\$55.00		\$5,753.00	\$65.00		\$6,825.00	\$70.00		\$7,004.55	\$		\$		100 hours *Includes 2025 Escalation

ESTIMATED TOTAL EXTENSION OF UNIT COSTS\$524,809.96\$510,479.80\$611,788.52\$532,148.85NON-CONFORMINGNON-CONFORMING

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



CITY OF NORWALK
Alan Lo, Buildings and Facilities Manager
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Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO : LAND USE AND BUILDING MANAGEMENT COMMITTEE
FROM: ALAN LO, BUILDINGS AND FACILITIES MANAGER 
RE : NORWALK COMMUNITY RECREATION CENTER –
HUD GRANT

DATE: APRIL 24, 2024

The proposed Norwalk Community Recreation Center at 98 South Main Street is currently budgeted at \$12,000,000 of which, \$2,000,000 is provided by HUD. The original application and award were made through Riverbrook YMCA. With the dissolution of the development relationship between the City and the YMCA, HUD, through Federal Legislation, has amended the grant approval by naming the City of Norwalk as the grant recipient. However, Riverbrook YMCA remains as a project participant in regard to operating programs.

The Norwalk Common Council had previously approved the execution of a sub-grant agreement and an operating license agreement with the YMCA. With the change of Grantee, the sub-grant agreement is no longer required while the operating license agreement will continue to be necessary.

As the City is the new Grantee for the HUD grant, the following action is required in order to accept the HUD grant:

Authorize the Mayor, Harry W. Rilling, to execute any and all documents for the application, acceptance and implementation of a grant from HUD – Community Project Funding for the proposed Norwalk Community Recreation Center at 98 South Main Street in the amount of \$2,000,000.



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: ALAN LO, BUILDING & FACILITIES MANAGER *AL*

RE: **NORWALK CONCERT HALL -TERRACE/STAIRS/RAMP
IMPROVEMENT PROJECT**

DATE: APRIL 24, 2024

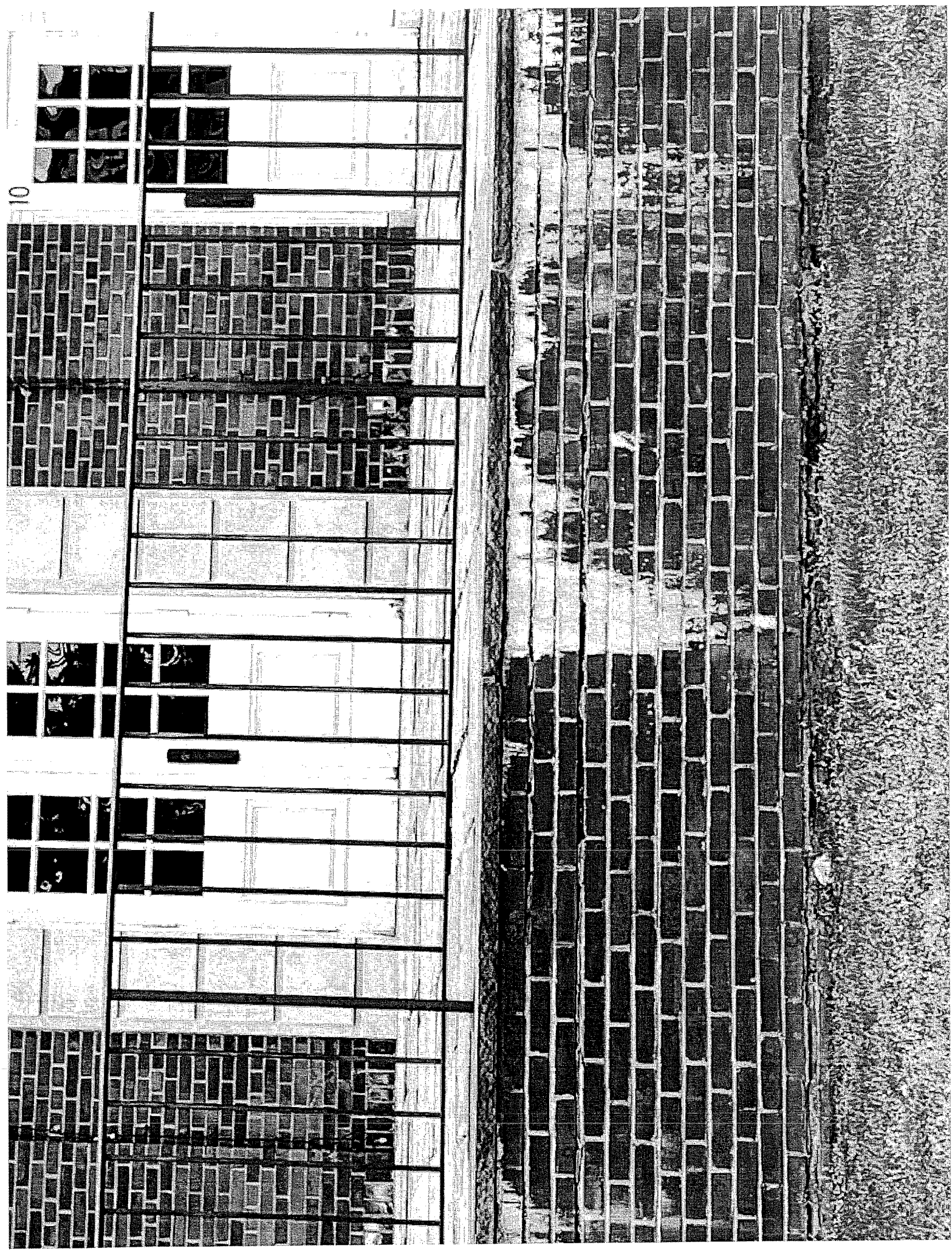
Norwalk City Hall was renovated in 1987. The Concert Hall terrace and stairs are original and dated back to 1930's. The terrace and stairs have deteriorated over the years and need replacement. The terrace is a main focal point for seasonal events and the stairs are essential to safe egress from the Concert Hall. In addition to replacing the terrace and stairs, an ADA compliant ramp is being added to allow for access/egress to and from the terrace.

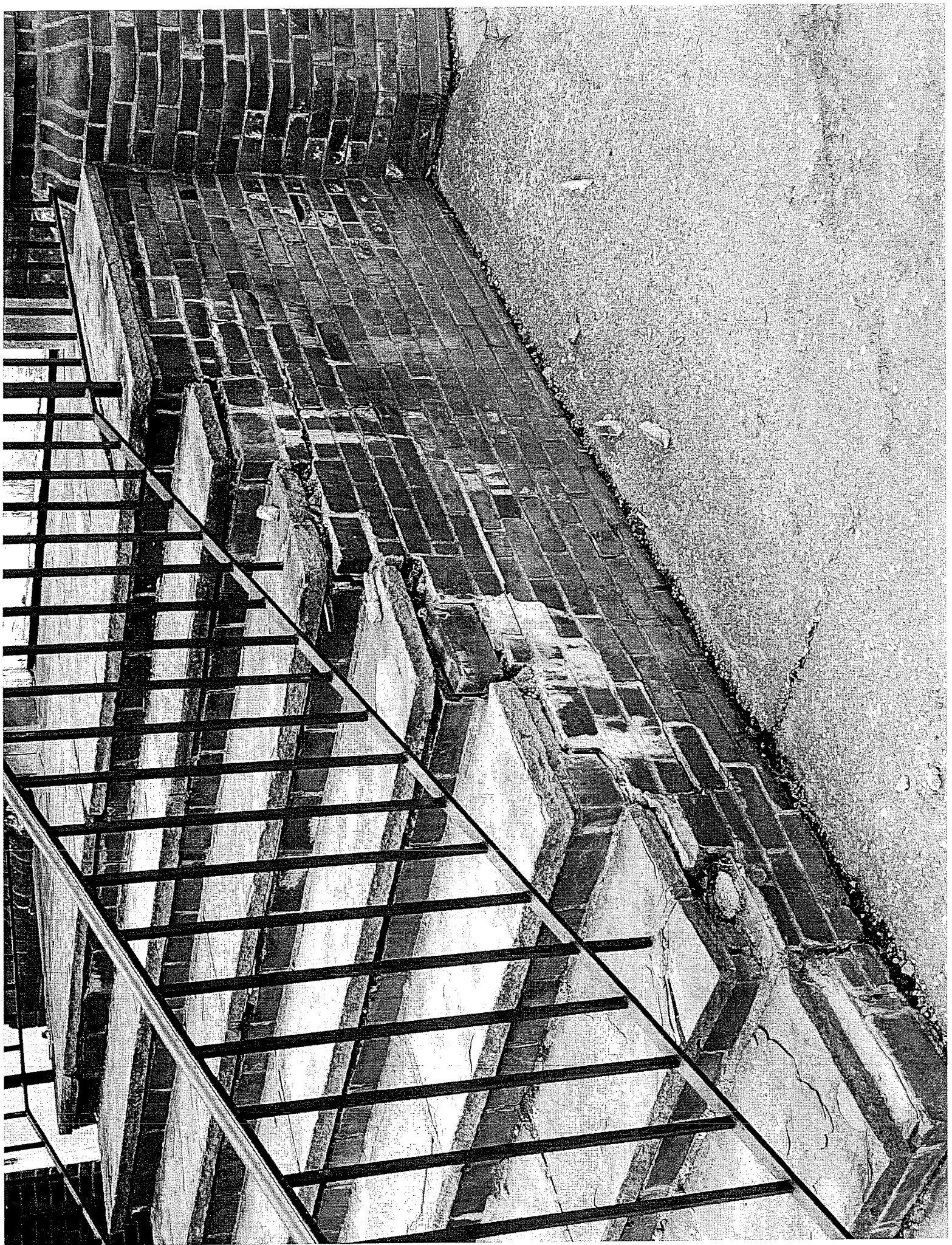
The Purchasing Department had issued this project for bids previously 3 times and we had rejected the bids and/or the apparent low bidders on these occasions. On 2/22/2024, the Purchasing Department received 3 bids from the latest bid process with Titan Enterprises, Incorporated is the apparent lowest bidder.

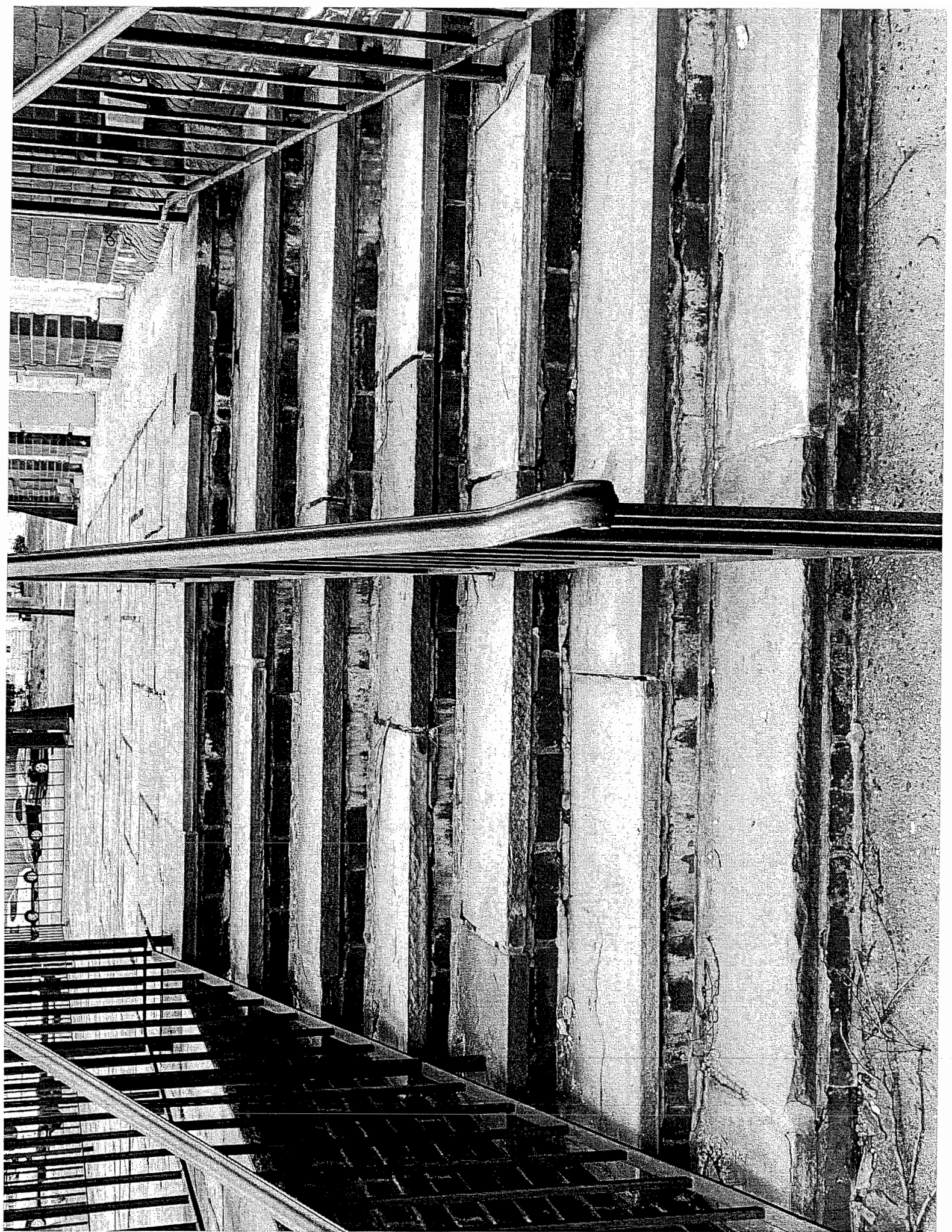
FIRM	BASE AMOUNT
Titan Enterprises, Inc.	\$308,500.00
GL Capasso, Inc.	\$478,000.00
Reliable Excavating Co., Inc.	Disqualified

ACTION REQUESTED:

- a. **Authorize the Mayor, Harry W. Rilling, to execute an agreement with Titan Enterprises, Inc. for the Norwalk Concert Hall Terrace. Stairs and ADA Ramp Improvement Project for a total not to exceed \$308,500.00. Funds are available from account #0923/247100 5777 C0439, #0920/211000 5777 C0536, #0923/247100 5777 C0476**
- b. **Authorize the Office of Building Management to issue change orders on the Contract for a total not to exceed \$30,850.00. Acct. #0923/247100 5777 C0476**









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

5

TO: MEMBERS OF LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: NEIL RENNIE, PROPERTY MANAGER

DATE: APRIL 24, 2024

**RE: PREVENTIVE MAINTENANCE AGREEMENT -
EMERGENCY GENERATOR'S - #4352**

In April of 2024 the City's Purchasing Department requested Bids to provide Emergency Generator Preventive Maintenance service at City Hall, Health Department, Fire Headquarters, Belden Main Library, Police Headquarters and Public Works Center & Garage. The City received five (3) bids. The results of the bid are as follows:

Vendor	Preventive Maintenance Total for Three (3) Years
Northeast Generator Company	\$21,324.00
Tri State Generator Co.	\$15,035.00 (Bidder has been disqualified based on past performance)
Huntington Power	\$42,865.69

Based on the team's evaluation, we recommend awarding to the apparent low bidder, Northeast Generator.

ACTION REQUESTED:

Authorize the Purchasing Agent to issue a Purchase Order to Northeast Generator for emergency generator preventive maintenance services for 3 years at City Hall, Health Department, Fire Headquarters, Police Headquarters, Belden Main Library and Public Works Center/Garage for a total not to exceed \$21,324. Funding is available in various building operating accounts.



DEPARTMENT OF
ENGINEERING

CITY OF NORWALK
Department of Engineering
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL

VII.B.

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: May 8, 2024

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Vanessa Valadares, Chief of Operations and Public Works / Public Works Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Public Works

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

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

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

1. Authorize the Mayor, Harry W. Rilling to execute the First Supplemental Project Authorization Letter for State Project No. 102-295, I-95 Median Reconstruction and Resurfacing, for the City of Norwalk's Remaining Demand Deposit for the construction of the Yankee Doodle Trail in the amount of \$186,452, in accordance with the Master Municipal Agreement for Construction Projects between the City of Norwalk and the State of Connecticut Department of Transportation.

Account No. 09 23 4021 5777 C0816
09 23 4021 5777 C0818

2. Authorize the Mayor, Harry W. Rilling, to execute a no-cost first amendment to the June 13, 2023, agreement between the City of Norwalk and Irecycle Inc dba Eyecycle, LLC. for collection and recycling of glass bottles and cans via popup events in the City of Norwalk.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

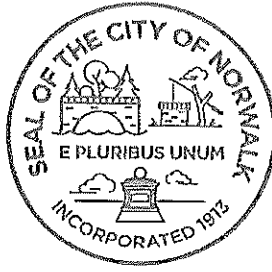
EFFECTIVE DATE OF ACTION (if applicable):

Upon adoption and compliance with Charter provisions

Signature of Person Making Request

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

Amended 4/13/84



Contract Staff Summary

Department/Staff Contact	Engineering – Paul Sotnik
Common Council Committee	Public Works Committee
Date Approved by Committee	May 7, 2024
Purpose/Scope	Authorize the Mayor to execute the First Supplemental Project Authorization Letter (related to the funding) for State Project No. 102-295, I-95 Median Reconstruction and Resurfacing, for the City of Norwalk's Remaining Demand Deposit for the construction of the Yankee Doodle Trail in the amount of \$186,452.
Vendor (Indicate if new or existing vendor)	State of Connecticut Department of Transportation (CT DOT)
Term of Contract	
Method of Procurement (Indicate if sole source)	First Supplemental Project Authorization Letter from CT DOT.
Cost of Contract	\$186,452.00
Funding Source/Account Number	09 23 4021 5777 C0816 09 23 4021 5777 C0818
Additional Information/Other Details	



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



March 26, 2024

The Honorable Harry W Rilling
Mayor
City of Norwalk
125 East Avenue
P.O. Box 5125
Norwalk, Connecticut 06856-5125
HRilling@norwalkct.org

Dear Mayor Rilling:

Subject: **First Supplemental Project Authorization Letter**
I-95 Median Reconstruction and Resurfacing
State Project No. 102-295
Federal-Aid Project No. 0951(191) CN
Unique Entity Identifier No. V7ZTXNBKJM9
Master Agreement No. 11.29-02(12) as amended by
Amendment No. 1 (Agreement No. 3.08-18(23))
CORE ID No. 13DOT0238AA/13DOT0237AA
City of Norwalk

On April 25, 2013, the State of Connecticut Department of Transportation (DOT) and the City of Norwalk (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement), as amended and noted above. The First Supplemental Project Authorization Letter (PAL) is necessary to adjust the estimated construction costs based on actual bid costs for the work associated with the Yankee Doodle Trail, as well as to update the maintenance and operational requirements section. This Supplemental PAL is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The DOT is responsible for the Administration of the Construction Project.

The Construction Project is to reconstruct approximately two miles of Interstate 95 in Norwalk and Westport, between the Norwalk River and Saugatuck River. Mainline work includes upgrading of existing median and shoulders, repaving, stormwater improvements, IMS upgrades, and illumination upgrades. The project also includes reconstruction of the commuter parking lot at Interchange 16 as part of the aforementioned stormwater improvements, construction of a new drainage channel adjacent to Hendricks Avenue, and reconstruction of the existing outlet into the Norwalk River.

At the request of the Municipality, the DOT will construct a portion of the Municipality's Yankee Doodle Trail located along Hendricks Avenue as part of the Construction Project.

The Honorable Harry W. Rilling

-2-

March 26, 2024

Funding for the Construction Project is provided under the Governor's Transportation Initiatives, National Highway Performance Program, and National Highway Freight Program. The Yankee Doodle Trail is being funded one hundred percent (100%) by the Municipality. Based on actual bid costs, a total Demand Deposit in the amount of Three Hundred Ninety-Seven Thousand, Nine Hundred Sixty-six Dollars (\$397,966) is due to the DOT for the construction of the Yankee Doodle Trail. Per the original PAL, a Demand Deposit in the amount of Two Hundred Eleven Thousand, Five Hundred Fourteen Dollars (\$211,514) was previously paid by the Municipality. The remaining Demand Deposit due to the DOT is One Hundred Eighty-six Thousand, Four Hundred Fifty-two Dollars (\$186,452). The Municipality will receive an invoice for the remaining Demand Deposit from the DOT's Revenue Accounting Unit, once the Written Acknowledgement of the PAL is received by the DOT.

The Municipality is responsible for the proper maintenance and operation of the Yankee Doodle Trail, as well as all other Municipality facilities constructed as part of this Construction Project, upon completion of the project, to the satisfaction of the DOT and Federal Highway Administration. This includes, but is not limited to sidewalks, sidewalk ramps, crosswalks, traffic signals, pedestrian signals, and associated appurtenances in the vicinity of Interchange 16, Hendricks Avenue, and East Avenue.

Please indicate your concurrence with the PAL by signing below on or before April 16, 2024, and returning a copy to the Project Manager listed below at the letterhead address. By signing below, the Municipality agrees to assume full responsibility for the maintenance of the Yankee Doodle Trail, and all other newly constructed Municipally owned facilities, as described above. You may submit the Written Acknowledgement of the PAL to the DOT Project Manager by hard copy, facsimile, or electronic transmission (preferred). The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager, Mr. David Mancini, P.E, at (860) 594-3498 or by email at David.Mancini@ct.gov.

Very truly yours,

DocuSigned by:

AF5C8AA4ECCE4C5...
James A. Fallon, P.E.

Assistant Chief Engineer

Bureau of Engineering and Construction

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

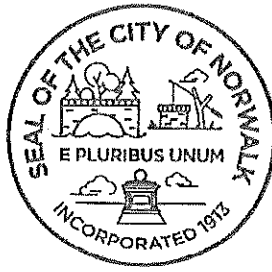
Concurred By: _____
The Honorable Harry W. Rilling
Mayor

Date _____

cc: Vanessa Valadares, Chief of Operations and Public Works, City of Norwalk, vvaladares@norwalkct.org
Paul Sotnik, Senior Civil Engineer, Engineering & Construction Division, City of Norwalk,
Psotnik@norwalkct.org

SUPPLEMENTAL PAL ATTACHMENT
STATE RPROJECT NO. 102-295
FEDERAL-AID RPROJECT NO. 0951(191) CN
ESTIMATED CONSTRUCTION COSTS
YANKEE DOODLE TRAIL

A. Contract Items – Non-Participating.....	\$ 339,930
B. Contingencies (10% of A) – Non-Participating	\$ 33,993
C. Total Municipal Cost – Non-Participating (A+B).....	\$ 373,923
D. Incidentals to Construction – DOT Materials Testing	\$ 5,113
E. Incidentals to Construction – DOT Administrative Oversight.....	\$ 11,930
F. Incidentals to Construction – DOT Audits.....	\$ 7,000
G. Total Incidentals to Construction – DOT – Non-Participating (D+E+F).....	\$ 24,043
H. Total Construction Cost – Non-Participating (C+G)	\$ 397,966
I. Municipal Share of the Total Construction Cost (100% of H).....	\$ 397,966
J. Prior Demand Deposit Received from the Municipality per Original PAL	\$ 211,514
K. Remaining Demand Deposit Required from the Municipality (I-J).....	\$ 186,452



Contract Staff Summary

Department/Staff Contact	DPW/Chris Torre
Common Council Committee	Public Works Committee
Date Approved by Committee	4/4/23
Purpose/Scope	Amendment to the collection and recycling of glass bottles and cans via popup events in the City of Norwalk agreement.
Vendor (Indicate if new or existing vendor)	Irecyle, Inc. dba Eyerecycle (existing)
Term of Contract	1-Year
Method of Procurement (Indicate if sole source)	Sole Source
Cost of Contract	There is no cost
Funding Source/Account Number	N/A
Additional Information/Other Details	



DEPARTMENT OF
PUBLIC WORKS

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

To: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Thomas Szabo
CC: Chris Torre, Superintendent of Operations
Subject: No Cost Contract with IRecycle, Incorporated
Date: May 1, 2024

The City of Norwalk's no cost contract with Irecycle, Incorporated (d/b/a EyeRecycle) for Redeemable Bottle and Can Recycling Services will expire on June 13th 2024. It is my recommendation that the City of Norwalk amend this contract to continue this service for an additional 1-year term. This program continues to be an efficient way for residents to redeem their deposit bottles. The program continues to see growth as the increase in the redemption value per can or bottle has caused more residents to start redeeming their beverage containers.

Sincerely,

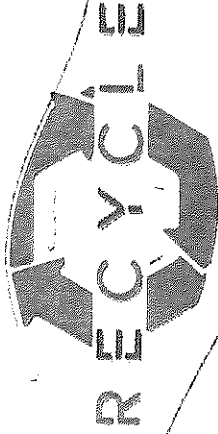
A handwritten signature in cursive script that reads "Thomas Szabo".

Thomas Szabo

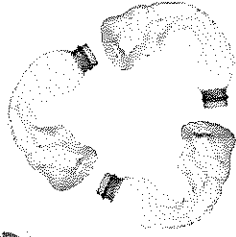
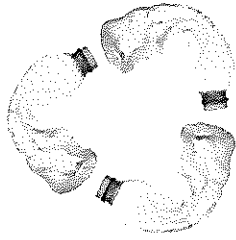


NORWALK

The Sound of Connecticut



EyeRecycle Pop-Up NORWALK



Trade in redeemable bottles & cans for CASH

EVERY 3RD MONDAY • 4-6PM

5/20, 6/17, 7/15, 8/19

98 SOUTH MAIN ST. NORWALK, CT

All brands accepted.

Pack glass in cardboard boxes.

Weather dependent Check DPW site for updates.



MIKE@EVERECYCLE.ORG



@EVERECYCLE



NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

VII.C.

DATE OF REQUEST:

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

Mary 7, 2024

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Deanna D'Amore, Health Department

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Community Services

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES **NO** WHICH ONE? – I asked Chairperson Nicol Ayers, Community Services, to advance straight to Common Council agenda in order to expedite the contract execution process. The Common Council did authorize this grant/action item on 10/13/2020, and I am seeking a one-year extension on it.

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO **N/A**

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

1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Public Health for the Immunization Action Plan (IAP) Program in the amount of \$1,783,646.00 for the period July 1, 2020 to June 30, 2025.

1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Immunization Action Plan (IAP) Program for the period July 1, 2020 to June 30, 2025.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):



Signature of Person Making Request

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

Amended 4/13/84



To: Members of the Common Council
From: Deanna D'Amore, Director of Health
Re: Health Department Grant Reauthorization Request
Date: May 7, 2024

Immunization Action Plan Program (IAP)

The Connecticut Department of Public Health (CT DPH) is extending our contract to provide the Immunization Action Plan (IAP) Program for an additional year, through June 30, 2025. Our current contract is for the period beginning July 1, 2020 through June 30, 2024. We received authorization from the Common Council for the original funding and contract on October 13, 2020.

We are requesting authorization to amend the contract to reflect a new end date of June 30, 2025.

- 1a. Authorize the Mayor, Harry W. Rilling, to execute any and all documents necessary to apply for and accept grant funds from the Connecticut Department of Public Health for the Immunization Action Plan (IAP) Program in the amount of \$1,783,646.00 for the period July 1, 2020 to June 30, 2025.
- 1b. Authorize the Mayor, Harry W. Rilling, to execute any and all agreements, documents, instruments or amendments as may be necessary to implement the Immunization Action Plan (IAP) Program for the period July 1, 2020 to June 30, 2025.

Program Description: The Immunization Action Plan (IAP) Program's main objectives are to increase immunization levels among Norwalk area preschool children, in particular those birth to 24 months of age, and to ensure that these children are linked to a medical home. To accomplish this, IAP activities include: conducting outreach and educating the public about the importance of vaccination, conducting assessments in pediatric practices to improve vaccine delivery, and acting as the state representatives for CT's Immunization Information System, CT WiZ, a state program that requires physicians to report all childhood vaccines. IAP staff partner with local key players that have a stake in improving children's health such as WIC, private and public providers, Norwalk Hospital, etc. in order to assess the needs of the community, make and receive referrals of children at high risk and keep stakeholders abreast of current information in the ever-changing world of immunization. IAP staff also provide education, develop initiatives, and promote vaccinations for older children and adults.



DEPARTMENT OF
RECREATION & PARKS

CITY OF NORWALK
Department of Recreation & Parks
125 East Avenue
Norwalk, CT 06851
www.norwalkct.gov

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

VII.D.

DATE OF REQUEST: May 9, 2024

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST: Robert Stowers, Director of Recreation & Parks /
Recreation, Parks & Cultural Affairs Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR: Recreation & Parks

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES NO WHICH ONE? Recreation & Parks

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO XX N/A

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

- 1a. Authorize the Mayor, Harry W. Rilling to enter into a contract with Alloy Design Studio PLLC, for project #4358, Urban Grant Improvements Trail Design and Development, in an amount not to exceed \$49,600.00.

Account No. 0924 6030 5799 C0846

- 1b. Authorize the Director of Recreation and Parks to issue change orders on the contract with Alloy Design Studio PLLC, for project #4358, Urban Grant Improvements Trail Design and Development, in an amount not to exceed \$4,960.00.

Account No. 0924 6030 5799 C0846

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

Section 1-189 Charter of the City of Norwalk & Section 8-24 of the Connecticut General Statutes

EFFECTIVE DATE OF ACTION (if applicable):

Upon adoption and compliance with Charter provisions

Signature of Person Making Request

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

Amended 4/13/84



Norwalk City Hall,
Recreation and Parks
Department
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
203-854-7806

**RECREATION, PARKS & CULTURAL AFFAIRS COUNCIL COMMITTEE
BY VIDEO CONFERENCE AND TELECONFERENCE
WEDNESDAY, MAY 8th, 2024
7:00 PM**

<https://www.norwalkct.gov/Meetings>

 Members of the public can use a telephone to 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. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed.

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. Each meeting will use a unique Meeting/Webinar ID (see above). A set of instructions will be left with the telephone for the member of the public to use in order to access the meeting.

 Members of the public who wish to “view the meeting live” and/or “provide live comments” can use the Zoom meeting platform by going to either <https://norwalkct-gov.zoom.us/j/83880537065> or www.norwalkct.gov/meetings and clicking on the “View/Participate Live on Zoom” link 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. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed.

 Members of the public who wish to view the meeting, but are not participating, can view a live stream on the City of Norwalk YouTube channel. This stream is delayed by approximately 20 seconds. Please find the information using the link above. The meeting recording and minutes will be posted on the City of Norwalk website within seven (7) days after the meeting.

 Members of the public who wish to provide public comment are encouraged to submit those via email in advance of the meeting. For these comments to be read into the record, they must be submitted by 12:00 p.m. the day of the meeting. Please email Dilene Byrd at dbyrd@norwalkct.gov with the subject line “Public Comment” to provide written public comment prior to the meeting.

- I Roll Call
- II Minutes of April 10th, 2024.
- III Public Participation
- IV **Old Business**
- V **New Business**

The City of Norwalk reserves the right to cancel the Event for public health or safety reasons as determined by the City of Norwalk in its sole discretion. The City of Norwalk shall not be liable for damages arising from the cancellation of the Event.

- 1a. Authorize the Mayor, Harry W. Rilling to enter into a contract with Alloy Design Studio PLLC, for project #4358, Urban Grant Improvements Trail Design and Development, in an amount not to exceed \$49,600.00.

Account No. 0924 6030 5799 C0846

- 1b. Authorize the Director of Recreation and Parks to issue change orders on the contract with Alloy Design Studio PLLC, for project #4358, Urban Grant Improvements Trail Design and Development, in an amount not to exceed \$4,960.00.

2. Approve the use of Veteran's Park and immediate surrounding grounds by Pound on the Sound Lacrosse for their Lacrosse Jamboree event to be held on Saturday, June 1st, 2024 and Sunday, June 2nd from 6:00 A.M. to 7:00 PM. Set-up time by 6:00 AM Saturday with tear-down by Sunday 7:00 P.M. Approximately 250 people.
3. Approve the use of Brien McMahon High School Field and immediate surrounding grounds by Fritzareth Gilmore for their Walk for Elijah event to be held Saturday, July 13th from 9:00 A.M. to 2:00 PM. Approximately 100 people.
4. Approve the use of Veteran's Park and Oyster Shell Park and immediate surrounding grounds by Club Connecticut for their O'Neill's 5K event to be held on Sunday, June 2nd 2024 from 11:00 AM to 12:00 PM. Approximately 400 people.
5. Approve the use of Calf Pasture Beach and immediate surrounding grounds by Third Taxing District for their Summer Concert Series event to be held Sunday, July 14th, July 21st, July 28th, August 11th, August 18th, and August 25th, 2024 from 2:00 PM to 8:00 PM. Set-up time the dates of the show by 2:00 PM with tear-down by 8:00 PM. Approximately 300 people.
6. Approve the use of Calf Pasture Beach and immediate surrounding grounds by Siegel Rare Neuroimmune Association for their Walk, Run n' Roll event to be held on Saturday, October 12th, 2024 from 9:00 AM to 1:00 PM. Set-up time by 9:00 AM with tear-down by 1:00 PM. Approximately 100 people.

VI Discussion



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:	4358
REQUESTING DEPARTMENT:	Recreation and Parks
DATE OF RFP ISSUANCE:	03/20/2024
TITLE OF RFP:	Urban Grant Improvements-Trail Design and Development
RFI/QUESTION DEADLINE:	2:00PM 04/03/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 04/16/2024
HARD COPY SUBMISSION DEADLINE:	2:00 PM 04/18/2024
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF RFP OPENING:	2:00 PM 04/18/2024
RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (X)

ALL TERMS AND CONDITIONS, SPECIFICATIONS AND BID FORMS ARE ATTACHED HERETO.

NOTE: THE FOLLOWING DOCUMENTS WILL BE REQUIRED FOR A BID TO BE COMPLIANT

1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM
2. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGMENT FORMS (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. IN AS MUCH 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 Department of Recreation and Parks is interested in soliciting proposals from a qualified professional firm for the site surveys, trail designs with amenities, contract documents and bid development at Two(2) different locations as part of The State of Connecticut Capital Equipment for Parks & Rec. Urban Acts Grant DEEP Project DEPA00030. The budget for this project is \$335,000.00. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

All RFP documents for this invitation are available over the internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

3. ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.gov>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the RFP deadline. It is the responsibility of the bidder to check for issuance of any addenda.

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Chris McCauley, Purchasing Officer at cmccauley@norwalkct.gov. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, April 3, 2024.

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 April 16, 2024, at 2:00PM.

All sealed hard copy submissions should be submitted to the City of Norwalk's Purchasing Department no later than April 18, 2024 at 2:00 PM at the address listed below:

City of Norwalk Purchasing Department
125 East Avenue, Room 211
Norwalk, CT 06856-5125

CITY OF NORWALK

PURCHASING DEPARTMENT

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. g. 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, Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. Receipt of Proposals: Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines, and shall be open for public inspection after contract award. If you wish to hear the bid/RFP opening, please join us through a teleconference.

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

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

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

Proposer's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

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

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

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name -		
Address -		
Phone -	Fax -	Email -
Manager -		Fed ID#

The undersigned hereby declares that 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

Task #	Description	Estimated Cost
1	Preliminary Design (30%) Work	\$
2	60% Design Work	\$
3	Semi-Final Design and Permitting (90%) Work	\$
4	Final Design (100%) Work	\$
5	Construction Administration Services as Requested by the City	\$
TOTAL (Tasks # 1-5)		\$

B. HOURLY RATES

BILLING CATEGORY		HOURLY RATE
1.0	Engineering Related	
1.1	Principal	
1.2	Senior Licensed Professional/Specialist	
1.3	Licensed Professional	
1.4	Senior Engineer/Designer/Planner	
1.5	Engineer/Designer/Planner	
1.6	Draftsperson/Technician	

CITY OF NORWALK PURCHASING DEPARTMENT

BILLING CATEGORY		HOURLY RATE
1.7	Clerical/Researcher	
2.0	Survey Related	
2.1	Chief of Survey	
2.2	Licensed Land Surveyor	
2.3	Survey Technician/Draftsperson	
2.4	Two (2) Person Survey Crew	
3.0	Construction Related	
3.1	Resident Engineer (PE and/or NICET IV)	
3.2	Senior Inspector (NICET IV) / Construction Manager	
3.3	Inspector (NICET III)	
3.4	Field Technician/Inspector (NICET II)	
4.0	Other (please define)	

C. Identify the key project team members who will provide these services. Quantify their level of involvement (X %). Give an hourly rate for each member.

Name	Title	% Involved	Hourly Rate
A	Principal-In-Charge		
B	Project Manager		
C	Project Architect		
D	Other:		

D. CERTIFICATION

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

CITY OF NORWALK
PURCHASING DEPARTMENT

- E. 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	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes	No
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)	Yes	No
7. CT eLICENSE (https://www.elicense.ct.gov) / Business Registration (https://business.ct.gov/?language=en_US) :			
8. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service <u>if different from what has been indicated on the response form:</u>			
Business Name			
Address			
City, State & Zip			
Name of Agent			

CITY OF NORWALK PURCHASING DEPARTMENT

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

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

All information should be supported with appropriate audited financials

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

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

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

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

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your City of Norwalk vendor record has not been updated over three (3) years. Please complete and include the latest Internal Revenue Service (IRS) W-9 Form with your submission. Here is the URL to the IRS website:
<https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name:	Tel:
Agency Address:	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

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

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

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

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

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

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

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

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

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

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

14. Information Security

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

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

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

- d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☐ NO ☐

- b. Does your organization have documented enterprise risk management policies and procedures?

YES ☐ NO ☐

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

- d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☐ NO ☐

- e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

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

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

CITY OF NORWALK

PURCHASING DEPARTMENT

2.1 Introduction

The City of Norwalk Department of Recreation and Parks is interested in soliciting proposals from a qualified professional firm for the site surveys, trail designs with amenities, contract documents and bid development at 2 different City Park locations as part of The State of Connecticut Capital Equipment for Parks & Rec. Urban Acts Grant DEEP Project DEPA00030. The budget for this project is \$335,000.00 to include

- Site surveys
- Trail design
- Permitting
- Contract documents and bid development
- Trail development and amenities (benches, signange, garbage cans, etc)

2.2 Scope of Services

The 2 identified trails through the Urban Acts Grant are Blake Street/East Rocks Road and Lakewood Drive/Creeping Hemlock Drive Trail as identified on Exhibit A. The City of Norwalk is looking for engineering consultant to complete a Trail study and develop specifications and Trail design. The Proposal shall include engineer develop professionally designed plans to construct the Trail. Such professionally designed plan shall include, but not be limited to information regarding:

- the trail configuration and length;
- the use(s) of the trail;
- the tread width of the trail;
- the grading of the trail;
- whether the trail is handicap accessible;
- parking lot(s) near trail;
- any material that will be used to resurface the trail such as gravel, wood plank or asphalt,
- removal of any trees and shrubs;
- nearby protected wetlands and vernal pools; and
- and signage on trails.

Task 1 – Preliminary Design (30%) Work.

- 1.1 Participate in one project kick-off meeting with City staff to define scope, tasks and goals.
- 1.2 Perform a site survey/investigation of and document all existing conditions of the current sites, including as applicable: Natural Diversity Data Base (NDDDB), Federal Emergency Management Agency (FEMA), Aquifer Protection, Historic Preservation, Coastal area impact/evaluation, hazardous materials etc.
- 1.3 Prepare preliminary design drawings to include the design features specified in Scope of services.
- 1.6 Prepare an estimate of the cost of construction for the proposed work.
- 1.7 Prepare a design, permitting and construction schedule.

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PURCHASING DEPARTMENT

Task 2 – 60% Design Work.

- 2.1 Develop 60% plans and cost estimates (Estimate for review by the Recreation and Parks Department).
- 2.2 Participate in project review meetings with City staff to discuss design path and any required revisions.
- 2.3 Draft permit applications for regulatory agencies as required, including the attendance at agency meetings. These may include but not be limited to:

CTDEEP Natural Diversity Data Base (NDDDB) Coordination
Local Land Use/Zoning Referral – Erosion & Sedimentation
Planning & Zoning Commission Municipal Project Referral (CGS 8-24)
CT Department of Transportation (DOT) District Encroachment Permit
Local Aquifer Protection Notification
Army Corps of Engineers Permits

- 2.4 Update the estimate of the cost of construction for the proposed Project work.
- 2.5 Update the design, permitting and construction schedule.

Task 3 – Semi-Final Design and Permitting (90%) Work.

- 3.1 Develop semi-final design plans and details required for all regulatory agencies as required by each of the permits.
- 3.2 Submit semi-final design plans and draft permit applications to the Department of Recreation and Parks for review and comment.
- 3.3 Participate in project review meetings with City staff to discuss design path and any required revisions.
- 3.4 Address all comments from the Department of Recreation and Parks on the 60% Design Work.
- 3.5 Update the estimate of the cost of construction for the proposed Project work.
- 3.6 Update the design, permitting and construction schedule.

Task 4 – Final Design (100%) Work.

- 4.1 After receipt of all comments and all permits have been obtained, prepare a complete set of bid documents including all Final drawings and specifications as per City procurement process guideline, submit to DEEP a drawing of the Project's work area plan with the final design including all areas of Project activity and confirm that all necessary permits have been filed
- 4.2 Updated the estimate of the cost of construction for the proposed Project work.
- 4.3 Update the design, permitting and construction schedule.
- 4.4 Deliver three sets of Construction Documents (suitable for use by bidding contractors and required construction permits) for City use. An electronic copy of the bid documents shall also be supplied to the City. Drawings shall be submitted in AutoCAD Civil 3D (dwg) and Adobe Acrobat (pdf) format and the specifications shall be submitted in Microsoft Word (doc) and Adobe Acrobat (pdf) format.

CITY OF NORWALK PURCHASING DEPARTMENT

- 4.5 Attend the Pre-Bid Walk-Thru.
- 4.6 Answer any Contractor's questions related to the Project that may come up during the Bid Phase of the Project and assist the City with the issuance of any required Addenda as requested.
- 4.7 Assist the City with the evaluation of the Bid Proposals.
- 4.8 Participate in a Pre-Construction meeting.

Task 5 – Construction Administration Services as Requested by the City

- 5.1 Perform construction administration support services that is anticipated to include the following.
 - a. Review of Contractor's Shop Drawing Submittals and Product Information Data.
 - b. Review of Proposed Construction Schedule.
 - c. Review of Schedule of Values and Applications for Payments.
 - d. Review of Requests for Information (RFI's).
- 5.2 Perform Project closeout to satisfy all permitting requirements by the various permitting agencies and authorities having jurisdiction, including the review and filing of As-Built record drawings and information produced by the Contractor.

2.3 Fee Schedule

The design fee will on a Lump Sum basis for Scope of Services and Deliverables Tasks 1 – 5. Complete the Proposal Form for the Urban Grant Improvements-Trail Design and Development

2.4 Other Qualifications

The selected firm must have and demonstrate the following qualifications:

- a. Personnel In Charge: The selected Firm's personnel in responsible charge of the project will be required to possess and maintain a valid Connecticut Professional Engineer's License. The firms will also be required to have a Project Manager available for the direct and visual supervision of the staff performing the majority of the work for this project.
- b. Firm Size and Experience: Firms responding to this request should be of adequate size and sufficiently staffed and experienced to perform the assignment described herein and upon execution of the contract with the City, will be required to demonstrate the ability to provide necessary staffing and equipment.
- c. Corporate Registration: Prior to the negotiation process, the selected company will be required to have a current corporate registration with the Secretary of State (partnerships excluded) in Connecticut. The selected company will also be required to maintain insurance coverage from a firm approved to do business in the State of Connecticut. Proof of coverage must be submitted on a form acceptable to the City.
- d. Employment Practices: The selected firm must meet all City, State and Federal affirmative action and equal employment opportunity practices.

2.5 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,

CITY OF NORWALK PURCHASING DEPARTMENT

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

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

- a. Title Page: This should include your company name, address, telephone and fax numbers, and person to contact regarding this proposal with e-mail address.
- b. Executive Summary: Provide a brief history of your firm, company structure, key personnel, 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. Understanding of the Project requirements for the structural design and permitting for replacement of Veterans Memorial Park Public Marina Docks.
- c. 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 that you deem pertinent to the project. Clearly identify the name and address of all firm(s) that may be used on this project as sub-consultants, with a brief description of their qualifications with emphasis on expertise related to this project, and your prior association with them, if any. The organizational structure under which the firm proposes to conduct business and the relationship to any "parent" firm or subsidiary firm, with any of the parties concerned, must be clearly defined. List any services or consultants that are specifically excluded from this proposal. Include current Federal GSA Form 330.
- d. Project Team Organization and Staffing: Provide an organizational chart for the proposed staff for this specific project, including any consultants. Identify the Principal of the firm who will be responsible for the project and include resumes of all key project team members. In addition;

CITY OF NORWALK PURCHASING DEPARTMENT

- i. Provide a brief description of similar projects in which the key personnel may have worked together as a team. Include previous assignment information such as title, length of time on job, references, and contact information.
- ii. Estimate the percent of time you will have each staff member working on the assigned project.

The City reserves the right to interview and specify key staff members on this project. All candidates must be available for interview. (If requested).

- e. Project Approach and Schedule: Describe your project approach and how your staff and consultants will be organized and utilized both during design and construction administration phases. Anticipated schedule for completing all work outlined in each of the Tasks, broken down by Task upon receiving a written Notice to Proceed. Schedule should include the anticipated hours by Task item.
- f. Testing: The selected Firm will NOT be required to provide testing equipment necessary to complete this project. During project estimation provide an anticipated testing schedule.
- g. References: Provide a list of at least three (3) current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine 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:
 - 1. Client/Agency Name
 - 2. Contact Name and Title (project manager role preferred), Telephone, and Email
 - 3. Number of Projects Completed for Client/Agency
 - 4. Project Names
 - 5. Project Descriptions
 - 6. Project Approach and Methodology
 - 7. Year of Project and Length of Project
 - 8. Project Budgets and Final Invoiced Amount
 - 9. Contractor Personnel Assigned to Project, Title, Position and Project Role
- h. 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 response.
- i. Forms: Fully Completed Section 1 – Response Forms
 - i. Within Section 1-Response Forms, please complete an anticipated list of required permits and estimated permit fees. The permit fees will be paid by the City directly.
 - ii. Insurance

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2.6 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 represent their proposals to, and respond to questions from the Selection Committee.

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

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

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

The anticipated selection schedule is as follows:

RFP Evaluation	April 2024
RFP Interviews	April 2024
Common Council Committee Review	May 2024
Common Council Review	May 2024

2.7 Criteria for Evaluating Proposal Submissions

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

Criteria	Weight
Qualifications and Experience: • Respondent must demonstrate adequate experience in the following areas: qualification, general experience and technical competence of the project team • Experience, resources and technical expertise with similar type/size project • Feedback from References with projects similar in size & scope	50%
Overall Impression of Proposal • Organization, clarity, conciseness, and thoroughness. • Approach to the scope of services and statement of works	10%

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Criteria	Weight
• Proposed project schedule	
Additional Considerations (applicable only when not in conflict with state or federal guidelines) • Qualifications such as a SBE, DBE, MBE, WBE... • Interview/Presentation	5%
Cost Proposal: Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables ("milestones") to be completed for each payment to be deemed earned.	35%
Total Possible Points	100

2.8 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.

2.9 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.

2.10 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.

2.11 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.

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2.12 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

2.13 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

2.14 Contract Agreement(s) and Contract Period(s)

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

2.15 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.

2.16 Duration of Proposals

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

2.17 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

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of the contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.18 Insurance Coverage Requirements

The Engineer 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 Engineer's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Engineer; 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 Engineer performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

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

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Professional Liability: The Engineer shall provide Professional Liability Insurance covering errors and omissions. Such insurance shall be in an amount no less than \$1,000,000 each claim and \$1,000,000 Aggregate. If such insurance is written on a claims-made basis, the Engineer shall maintain such coverage continuously throughout the term of work for a period of three (3) years following acceptance of the work by the City.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Engineer 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, Engineer shall be required to keep the coverage in effect for a duration of not less than three (3) years following acceptance of the work by the City.

Acceptability of Insurers: The Engineer'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 Engineer shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Engineer to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Engineer 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 Engineer 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 Engineer's services.

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Waiver of Governmental Immunity: Unless requested otherwise by the City, the Engineer and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Engineer's activities to be performed under this Agreement. Engineer's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: Engineer hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Engineer shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel and Finance Department (Attn: Risk Manager), 125 East Avenue, P.O. Box 5125, Norwalk, CT 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SAMPLE CONTRACT

“The following document is the City’s standard professional engineering services contract. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk’s Corporation Counsel.”

**AGREEMENT
BY AND BETWEEN
CITY OF NORWALK
AND
«VendorName» FOR
«Project»**

THIS AGREEMENT, 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, acting herein by Harry W. Rilling, its Mayor, duly authorized (hereinafter referred to as the “City”), and «VendorName», a professional engineering firm licensed to practice in the State of Connecticut under the provisions of Section 20-306a of the General Statutes of the State of Connecticut, and having offices at «VendorAddress1» «VendorAddress2», «VendorCity», «VendorState» «VendorZip», acting herein by «VendorContactFirstName» «VendorContactMiddleName», «VendorContactLastName», its duly authorized «VendorContactTitle» (hereinafter referred to as the "Engineer").

WITNESSETH THAT:

WHEREAS, the City has determined that it needs professional engineering services to provide comprehensive design services, plans, specifications and project oversight for _____ (hereinafter, the “Project”); and

WHEREAS, the City has selected the Engineer based on the Engineer’s representations that it is qualified and capable of performing the necessary services in a professional and timely manner, in order to meet the City’s needs and requirements; and

WHEREAS, the Engineer has agreed to perform the required services in accordance with the terms set forth herein, in a diligent, professional and timely manner.

NOW, THEREFORE, the City and the Engineer, for the consideration and based on the terms and conditions of this Agreement, hereby agree as follows:

Article 1. Employment of the Engineer

101. The City hereby engages the Engineer and the Engineer hereby agrees to perform the services hereinafter set forth in Article 2. The principal in charge of the services to be performed

hereunder by the Engineer pursuant to this Agreement shall be _____,
_____ or such other qualified person designated by the Engineer in writing and
approved by the City.

102. The City's Director of Public Works, or his designated representative (hereinafter the "Director"), will oversee the performance of the Project under this Agreement on behalf of the City. The Department of Public Works shall be referred to herein as the "Department."

103. A. The City intends to secure the personal services of the Engineer's duly authorized and competent employees, acceptable to the City. Failure of the Engineer for any reason to make such employees available to the extent necessary to complete the Project in compliance with this Agreement in a reasonably skillful, professional, and prompt manner shall be cause for termination of this Agreement. All persons engaged in the services required under this Agreement shall either themselves be properly authorized, licensed, and permitted under State law to perform such services or shall be directly supervised by such an individual as set forth in Chapter 391 of the Connecticut General Statutes.

B. The Engineer shall not subcontract any of the services to be performed by it under this Agreement without the express, prior written approval of the Director, which approval shall not be unreasonably withheld.

C. In the event that the City approves of the hiring of subcontractors or subconsultants to perform services related to the Project, the Engineer shall cooperate as fully as possible with the City in the interests of the Project; shall be fully responsible to the City for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees; and shall require each subcontractor to agree in writing to observe and be bound by all obligations and conditions of this Agreement to which the Engineer is bound.

Article 2. Scope of Services

201. A. The scope and details of the services to be performed by the Engineer under this Agreement are outlined in the Engineer's Proposal, dated _____ of which is attached hereto and made a part of this Agreement as **Exhibit A** (hereinafter the Services).

B. The Engineer shall not commence performance of any such Services, nor shall it incur any charges in connection therewith, until such time as it receives written authorization from the Director to do so. Upon receipt of such notice to proceed, the Engineer shall immediately commence its performance and diligently perform same in order to complete the Project by the date set forth in Article 4 hereof.

C. The City may, from time to time, request changes in the Services to be performed by the Engineer hereunder. Any such change, including any increase or decrease in the Services to be performed and the corresponding amount of compensation to be paid therefor shall be mutually agreed upon by and between the City and the Engineer, and shall be incorporated in a written amendment to this Agreement signed by both parties.

202. The Engineer covenants and agrees that it will perform its Services under this Agreement in accordance with the generally prevailing standards of care and practices of its profession. The Engineer assumes full and complete responsibility for the accuracy of all products of its Services and that of any subconsultants utilized under this Agreement. It shall so indicate this by having the signature and the Connecticut Professional Engineer's Seal of each engineer used to perform Services hereunder affixed on the title sheet(s) of all plans and/or documents. The Engineer shall also be responsible for verifying the accuracy of all information and documents provided to it by the City upon which it may rely upon in performing its Services hereunder.

203. A. In performing the Services required under this Agreement, all documents submitted by the Engineer in connection with the Project shall conform to all applicable provisions of Federal, State and local laws and regulations, especially those requirements implemented and enforced by governing bodies having authority over the Project.

B. The Engineer shall indemnify, defend and save harmless the City from and against any damages, claims, actions and losses arising from its Services performed in connection with the Project, in particular, those services which do not conform to applicable provisions of laws, requirements and guidelines, relevant standards, regulations and the generally prevailing standards of the Engineering profession. The provisions of this paragraph shall survive the expiration or termination of this Agreement and shall in no way be limited by reason of any insurance coverage. Failure of the Engineer's performance of the Services to conform to applicable laws, regulations and professional standards shall be considered negligence on the part of and a breach by the Engineer for purposes of this Agreement.

204. In performing the Services, the Engineer shall meet with staff representatives of the Department as often as reasonably necessary and shall also be available upon request to meet and consult with members and staff of various departments of the City, and with other persons or entities, including Federal and/or State officials.

205. Unless otherwise specified in the Agreement, all written materials required to be submitted under this Agreement shall be submitted in one (1) copy. With respect to full-size plans and drawings, the Engineer shall submit one (1) signed and sealed black line print thereof sealed and with original Engineer's signature. In addition, the Engineer shall provide all documents, both written and drawings, in electronic format.

206. All of the materials prepared by the Engineer under this Agreement, including any partially completed documents, shall be sole and exclusive property of the City. The Engineer shall label all drawings and documents accordingly. The City shall use materials prepared by the Engineer under this Agreement solely for the purpose of bidding and construction for the Project. The Engineer, only upon prior written approval by the City, may publish materials prepared under this Agreement.

207. The Engineer agrees that it shall preserve all of its records and accounts concerning the performance and implementation of this Agreement for a period of eight (8) years after final

payment is made under this Agreement. If any litigation, claim or audit, directly or indirectly pertaining to the Project or the Engineer's Services in connection therewith, is started before the expiration of the eight (8) year period, the records shall be retained until all litigations, claims or audit findings involving the records have been finally resolved.

208. Additional Services

A. Additional Services beyond those described in paragraph 201 of this Agreement shall be performed by the Engineer only with the prior written authorization of the Director and pursuant to a written Amendment to this Agreement signed by the parties hereto. The City shall not be liable to the Engineer for the cost of any Additional Services unless performed outside of or without such a signed Amendment.

Additional Services under this Agreement may include, but are not limited to the following:

1. Providing special overnight courier service, and reproduction of design and construction documents in excess of the number of copies required herein.
2. Preparation of special presentation materials such as detailed presentation models or renderings.
3. Special testing services.
4. Services not described in Exhibit A.

The Engineer agrees that, should the scope of the Services be reduced, such reduction will be reflected in a commensurate reduction of the amount of compensation paid to the Engineer hereunder.

Article 3: City's Responsibilities

301. The City shall provide the Engineer with all information in its possession regarding requirements for the Project; shall use its best efforts to obtain such other information as may be needed by the Engineer to perform the Services required under this Agreement; and shall assist the Engineer in obtaining any other information necessary for the Project. However, the City shall not be responsible for and shall not warrant the accuracy or content of any of the information or data set forth in the documents that it provides or assists the Engineer in obtaining. The Engineer shall be responsible at its own expense to make all reasonable and necessary field inspections and to perform such other tasks needed to verify all information provided or obtained by the City and shall make no claim against the City for any alleged damages arising out of the information or data provided or obtained by the City.

Article 4. Time Provisions

401. This Agreement shall commence upon its execution and shall remain in full force and effect unless earlier terminated, until the completed construction of the Infrastructure Work has been accepted by the City, which acceptance shall not be unreasonably withheld.

402. The City may, by a signed written statement, extend the time for performance of the Services hereunder beyond the period stipulated above when the Engineer has been delayed for reasons beyond its control.

Article 5. Compensation

501. A. The City shall compensate the Engineer for the satisfactory performance of the professional services set forth in Article 2 based on the itemized fee summary set forth on page 3 of Exhibit A. The total amount of fees payable under this Agreement shall not exceed _____ **DOLLARS AND 00/100 CENTS (\$_____ .00)**. The maximum amount will not be revised unless there is a substantial change in the scope or character of the work to be performed by the Consulting Engineer which would justify a revision of this figure and such change is set out in a signed, written amendment to this Agreement.

B. In addition to professional fees, the City shall reimburse the Engineer for certain direct expenses incurred in connection with the performance of the Services hereunder. Reimbursable costs directly related to the Engineer's Services shall only be paid by the City if incurred with the specific, prior written approval of the Director for each expense.

Article 6. Method of Compensation

601. For the Services performed under this Agreement, the City shall pay the Engineer on the basis of an itemized invoice, certified by a principal of the Engineer, setting forth the Services performed, the percentage of completion of the Project that has been accomplished by the Services covered by the invoice, and the compensation due the Engineer based upon the calculation of payment set forth in Section 501. The City may, prior to making any payment under this Section, require the Engineer to submit such additional information as is reasonable.

602. After completion of all components of the Project, the Engineer shall submit an invoice for one hundred percent (100%) completion of engineering Services under this Agreement. Compensation previously paid shall be adjusted to reflect additions or deductions based upon final accounting of all invoices for work performed in accordance with the provisions of Section 501. Payment of such adjustments shall not be deemed to require an amendment to this Agreement, with the one exception that the maximum payment specified in Section 501 shall not be exceeded without an amendment to this Agreement. Acceptance by the Engineer of final payment for the Services performed under this Agreement shall constitute a full and complete release of the City, its officers and agents, of all claims, demands and liabilities to the Engineer related to this Agreement.

Article 7. Insurance

701. The Engineer 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 three (3) years following the date on which the Director indicates the termination of the Engineer's responsibilities hereunder. Before commencing the Services, the Engineer shall furnish to the City a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance policy 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 the policy or policies providing coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

All insurance shall be taken out and maintained at no cost or expense to the City and the Engineer shall be responsible for the full amount of any deductible.

Failure of the Engineer to maintain insurance coverage in accordance with the terms of the Agreement shall constitute a violation of the Agreement and shall subject the Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

Article 8. Indemnification

801. The Engineer expressly agrees to that it shall at all times indemnify, defend and save harmless and that it shall require its own contractors, subcontractors, officers, agents, principals, representatives, consultants and employees (the Engineer's Parties) to indemnify, defend and save harmless the City of Norwalk and its respective officers, agents and employees, from and against any and all demands; claims; damages; losses; litigation; financial costs and expenses, including counsel's fees; and compensation related to personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising from, related to or connected with the Project and the Work to be performed hereunder by the Engineer, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Engineer shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Agreement; shall be separate and independent of any other provision or requirement of this Agreement; and shall not be limited by reason of any insurance coverage provided hereunder. The City may withhold from any payment due or to become due to the Engineer an amount sufficient in its judgment to protect and indemnify the City, its officers, agents, servants and employees from and against any and all such claims and liabilities described above.

The Engineer and the Engineer's Parties' duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of this Agreement and any extension thereof, without being lessened or compromised in any way, even where the Engineer and the Engineer's Parties are alleged or found to have merely contributed in part to the actions

or omissions giving rise to the claims and/or where the City is alleged or is found to have contributed to the actions or omissions giving rise to the claims.

Nothing in this provision, or elsewhere in this CONTRACT, shall be deemed to relieve the Engineer of its duty to defend the City or any Indemnified Party, as specified in this Contract, pending a determination of the respective liabilities of the Engineer, the City, or any Indemnified Party, by legal proceeding or agreement.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Engineer hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless the City as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

Article 9. General Provisions

901. The City may at any time, and for any reason, direct the discontinuance of the Services contemplated under this Agreement. Such direction shall be in writing and shall specify the period during which the Services shall be discontinued. The Services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. The period during which such Services are discontinued shall be deemed added to the time for performance. In the event that the City directs the discontinuance of the Services hereunder for a period of time in excess of one (1) year, through no fault of the Engineer, the parties may negotiate an adjustment in the fees payable hereunder due to a rise in the cost of performance. Discontinuance of Services under this Article shall not give rise to any claim against the City.

902. The City may at any time and for any reason terminate this Agreement for convenience by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, Services shall be paid for in such amount as shall compensate the Engineer for the portion of the Services satisfactorily performed prior to termination. Such compensation shall not however, include unabsorbed home office overhead or lost profits. The Engineer's compensation upon a termination for convenience shall be fixed by the City after consultation with the Engineer, 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.

903. In the event the Director determines that there has been a material breach by the Engineer of any of the terms of the Agreement, or that the Engineer refuses or has failed to perform the required Services or any part thereof in a timely, professional and diligent manner as will ensure its completion in accordance with the requirements hereof, the City has the right, power and authority to terminate this Agreement for cause upon providing the Engineer three (3) days written notice. By the terms of this Agreement, the City may, but is not obligated to, provide the Engineer with a reasonable opportunity to cure the breach before the termination becomes

effective. In the event the City terminates the Agreement for cause, the Engineer shall be obligated to pay the City for any losses, damages, costs and expenses, including attorneys' fees, sustained or incurred thereby.

For the purpose of completing the Project, the City may, for itself or for any of its Engineers, take possession of and use or cause to be used any and all documents, plans and specifications or other items that may have been used or drawn up in connection with the performance of this Agreement. This right is in addition to any other right or remedy the City may otherwise have. In the event of a termination for cause, all costs, expenses, losses, damages, attorneys' fees, and any and all other charges incurred by the City under this Agreement shall be charged to the Engineer and deducted and/or paid by the City out of any monies due or payable or to become due or payable under this Agreement to the Engineer. If any such costs exceed the sum due or to become due to the Engineer, then, upon demand, the Engineer shall pay the excess amount to the City. In computing the amounts chargeable to the Engineer, the City shall not be held to a basis of the lowest prices for which the completion of the Services or any part thereof, but it shall charge to the Engineer, and the Engineer shall be liable for all sums actually paid and expenses actually incurred in affecting prompt completion of the Project hereunder. The City's rights described herein are in addition to any other rights and remedies provided by law.

Termination under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

904. When the City shall have reasonable grounds for believing that:

A. The Engineer will be unable to perform the Services required under this Agreement fully, professionally, and satisfactorily within the time fixed for performance; or

B. A meritorious claim exists or will exist against the Engineer or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Engineer, its agents, servants or employees, or the Engineer's breach of any provision of this Agreement;

then the City may withhold payment of any amount otherwise due and payable to the Engineer 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 and may, after written notice to the Engineer, 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 against the City 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.

905. Engineer 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 individually. Such claims may be made against the City.

906. 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. The Engineer covenants that no person having any such interest shall be employed in the performance of this Agreement.

907. 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.

908. The Engineer 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 Services required by this Agreement.

909. During the performance of this Agreement, the Engineer 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.

910. This Agreement and its Exhibits constitute the entire understanding and agreement of the parties respecting the subject hereof and supersede any and all agreements, negotiations, commitments and writings reached by the parties prior to the execution of this Agreement, whether oral or written. No change or modification of this Agreement shall be valid unless it is in writing and signed by both parties hereto.

911. In case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern.

912. Each and every provision and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then, upon the written consent of the parties, this Agreement shall forthwith be physically amended to make such insertion.

913. The City and the Engineer each binds itself and its successors and assigns to the other party and to such party's successors and assigns with respect to all covenants of this Agreement. The Engineer shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

914. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

915. The Engineer warrants that it has no interest in the Project which is the subject matter of this Agreement and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and duties hereunder. The Engineer further warrants that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Engineer represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Engineer to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Engineer) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. The Engineer represents that no person or persons not named in the Engineer's qualification and proposal, have any financial or personal interest in the Engineer's performance hereunder.

For the breach or violation of this provision, without limiting any other rights or remedies to which the City may be entitled or any civil or criminal penalty to which any violator may be liable, the City shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the payments to be made pursuant to this Agreement, or otherwise to recover the full amount of such fee, commission, percentage, gift or consideration.

916. 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:

Director
Department of Public Works
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

With a copy to:

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

To the Engineer:

«VendorContactFirstName»
«VendorContactMiddleName» «VendorContactLastName»
«VendorContactTitle»
«VendorName»
«VendorAddress1» «VendorAddress2»
«VendorCity», «VendorState» «VendorZip»

917. The Engineer represents to the City as follows:

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

B. That this Agreement is duly executed and delivered by a duly authorized representative, in accordance with such duly authorized representative's powers to bind the Engineer hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions.

918. The City's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The City reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of Services for the City. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

By signing this Agreement the Engineer hereby certifies to the City of Norwalk that it is in compliance with all applicable regulations and laws governing employment practices.

IN WITNESS WHEREOF, the parties have caused four (4) counterparts of this Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

CITY OF NORWALK

Witnesses' Signatures

Name:

By: _____
Its Mayor
Duly Authorized

Name:

Date Signed: _____

Witnesses' Signatures

«VendorName»

Name:

By: _____
«VendorContactFirstName»

«VendorAuthorizerMiddleName»,
«VendorContactLastName»
Its «VendorAuthorizerTitle»
Duly Authorized

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date Signed: _____

INSURANCE RIDER

The Engineer 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 Engineer'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: With respect to all operations the Engineer performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

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

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Engineer, the Engineer 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. Engineer 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, Engineer 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 Engineer'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 Engineer 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 subcontractor. 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 Engineer 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 Engineer agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Engineer.

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 Engineer to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Engineer 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 Engineer 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 Engineer's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Engineer 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 as an Additional Insured with respect to the Engineer'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: Engineer 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 Engineer shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Engineer'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, 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.

CITY OF NORWALK
PURCHASING DEPARTMENT

EXHIBIT A



NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: 05/09/2024

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

PERSON/DEPARTMENT/COMMITTEE MAKING REQUEST:

Sabrina Godeski/Business Development and Tourism/Economic and Community Development Committee

SECTION ON AGENDA WHERE ITEM IS TO APPEAR:

Council Committees

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

Economic and Community Development

HAS THE ITEM BEEN REVIEWED BY THE P&Z COMMISSION UNDER Section 8-24 OF THE STATE STATUTES? YES NO N/A

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

1. RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE BROWNFIELD MUNICIPAL GRANT PROGRAM TO SUPPORT THE ENVIRONMENTAL REMEDIATION AND REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

WHEREAS, pursuant to C.G.S Section 32-763 the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Norwalk & Norwalk Redevelopment Agency make an application to the State for \$3,000,000 in order to undertake the 55 MLK (Webster Street Lot) Brownfield Cleanup Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF NORWALK

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-763
2. That the filling of an application for State financial assistance by the City of Norwalk & Norwalk Redevelopment Agency in an amount not to exceed \$3,000,000 is hereby approved and that Mayor Harry Rilling is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk

2. RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE COMMUNITY INVESTMENT FUND 2030 PROGRAM TO SUPPORT THE REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

WHEREAS, pursuant to C.G.S Section 32-285a the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the City of Norwalk & Norwalk Redevelopment Agency make an application to the State for \$8,000,000 in order to undertake the 55 MLK (Webster Street Lot) Community Investment Fund Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF NORWALK

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by C.G.S Section 32-285a
2. That the filling of an application for State financial assistance by the City of Norwalk & Norwalk Redevelopment Agency in an amount not to exceed \$8,000,000 is hereby approved and that Mayor Harry Rilling is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the City of Norwalk.
3. Authorize the Mayor, Harry W. Rilling to execute a contract with Placer Labs, Inc. for a data software unlimited license in the amount of \$34,000 via sole source procurement.
ACCT: 0924 3710 5777 C0773
4. Authorize the Mayor, Harry W. Rilling to execute a 3-year contract with two 1-year extension options with ARC Sound, Stage, Lighting, LLC in the amounts of \$92,510 for year one, \$97,585 for year two, and \$102,760 for year 3 for Purchasing Project: 4341R Stage, Lighting, and Sound Services.
ACCT: 0925 3780 5777 C0680
0924 3710 5777 C0773
0925 3710 5777 C0773

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Sabrina Godeski

Signature of Person Making Request

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

Amended 4/13/84

NORWALK REDEVELOPMENT

3 Belden Avenue, Norwalk, CT 06850 • 203-854-7810 • norwalkredevelopment.org

To: Economic & Community Development Commission
From: Norwalk Redevelopment Agency Staff
Re: 55 MLK Drive (Webster Street Lot) Authorizations
Date: April 29, 2024

The Norwalk Redevelopment Agency has been awarded two grants by the State of Connecticut's Department of Economic and Community Development (DECD) for work to support redevelopment of 55 MLK Drive (Webster Street Lot).

Specifically, \$3 million has been awarded by DECD through the Brownfield Municipal Grant project for environmental remediation work, and an additional \$8 million has been awarded by DECD through the Community Investment Fund program in order to improve utility and site infrastructure on the 55 MLK Drive site. These grants will support the ongoing City and Agency efforts to negotiate a land disposition agreement for the redevelopment of the existing City-owned asset at Webster Street Lot. To begin implementing the grant-funded work, the Mayor of the City of Norwalk needs to be authorized to execute an assistance agreement and other documents with DECD, who will place the funds in escrow until the final land disposition agreement is negotiated and approved for the site.

REQUESTED ACTION & RESOLUTIONS:

RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE BROWNFIELD MUNICIPAL GRANT PROGRAM TO SUPPORT THE ENVIRONMENTAL REMEDIATION AND REDEVELOPMENT OF 55 MLK DRIVE (WEBSTER STREET LOT)

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**RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE
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TO: MEMBERS OF THE NORWALK COMMON COUNCIL

FROM: JESSICA VONASHEK, CHIEF OF COMMUNITY AND ECONOMIC DEVELOPMENT
SABRINA GODESKI, DIRECTOR OF BUSINESS DEVELOPMENT & TOURISM
ANNA BREault, SPECIAL EVENTS COORDINATOR
ROBERT STOWERS, DIRECTOR OF RECREATION AND PARKS

DATE: APRIL 18, 2024

SUBJECT: PLACER.AI PURCHASING

Introduction

The Business Development and Tourism Department, the Recreation and Parks Department, and The Chief Office of Economic and Community Development have long been invested in understanding the impacts of events and programming on surrounding areas, residents, and businesses. Presently, our only sources of information are anecdotal and self-reported data from business owners. Additionally, we are keenly interested in monitoring traffic to key areas of the city, including neighborhoods, park assets, and major points of interest such as the SoNo Collection, the Maritime Aquarium, and The District Theater. Consequently, we have been actively seeking an affordable solution to quantify this information, enabling us to assess direct economic impacts, identify areas for improvement in neighborhoods, and potentially track COVID-19 recovery progress.

In October 2023, the City was introduced to Placer.ai and received a comprehensive presentation on its successful implementation in other cities nationwide. The presentation addressed all of the cumulative areas of interest for our departments, leading to our request for consideration.

What is Placer.ai

Placer.ai is an advanced platform that delivers location analytics and foot traffic data for multiple points of interest in our area. Leveraging anonymized mobile location data, it offers deep insights into consumer behavior, including visitation patterns, demographic profiles, and competitor analysis. Moreover, the platform extends its functionality beyond our city limits, providing valuable insights into neighboring municipalities and inter-business dynamics. This invaluable resource will enable us to precisely gauge the impacts of our city-hosted events and programming, including increased sales for local businesses, heightened foot traffic, and detailed demographic breakdowns of patrons.

Procurement

The Placer.ai tool stands as a unique solution in its field, prompting us to engage in sole source procurement to secure its services. The total investment for unlimited licenses amounts to \$34,000.

Conclusion



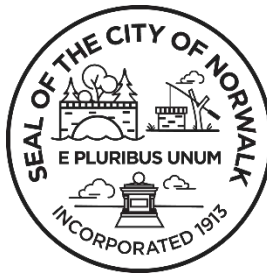
City of Norwalk – Economic and Community Development

125 East Avenue, Norwalk, CT 06851

In light of the immense potential Placer.ai offers in providing direct insights into facility usage, program/event success, and economic impacts on our city, we respectfully request the Common Council's approval for the expenditure of \$34,000 to procure the Placer.ai software. This investment will empower us with actionable data to make informed decisions and foster continued growth and development within our community.

ACTION: Authorize the Mayor, Harry W. Rilling to execute a contract with Placer Labs, Inc. for a data software unlimited license in the amount of \$34,000 via sole source procurement.

ACCT: 0924 3710 5777 C0773



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 04/16/2024

DEPARTMENT: Business Development & Tourism

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

Check One:

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

TOTAL COST: \$34,000 MUNIS Account: 0924 3710 5777 C0773

VENDOR: Placer Labs, Inc.

Purchasing Agent Signature	The Purchasing Agent		Department Head Signature
	☐	Supports	
Purchasing Agent Name	☐	Does Not Support	Department Head Name
		Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	Sabrina Godeski
Date	☐		Date <u>04/17/2024</u>

JUSTIFICATION:

Please see the attached Sole Provider letter. Placer.ai is the only software on the market that provides insights of this nature at this level and scale.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Sabrina Godeski
Director of Business Development & Tourism
City of Norwalk, CT
125 East Avenue, Room 122
Norwalk, CT 06851

April 9, 2024

Ms. Godeski,

This letter confirms that Placer.ai provides our customers with location data combined with market insights, a user-friendly interface, and customer support. To our knowledge, the following company and product features are available exclusively on the Placer platform, Placer API, and Placer data feeds.

Distinguishing Company Features

1. **Proprietary panel, software development kit, and application partners** provide data generated from over 20 million monthly average users from which we collect our data to develop statistically significant insights into any physical place.
2. **Proprietary AI and machine learning** account for panel biases and normalize data changes to technology and application sources. Our location collection logic governs the location collection sampling patterns and frequency to optimize accuracy.
3. **Machine learning** provides estimations on physical market activity across the U.S.
4. **Historic and near real-time data** from January 1, 2017 through within four days of the present day.

Note: Placer data is proprietary, and our team of over one hundred engineers is constantly improving and validating the accuracy of the location data and the market insights we provide.

Client Base and Partners

Placer's diverse client base includes over 3,600 leading commercial real estate, brokerage, retail, finance, and consumer packaged goods companies, and more than 1,000 civic clients including state and local governments, economic development organizations, universities, airports, and destination marketing organizations.

Privacy by Design

Placer is a privacy-first company. We do not collect user identifiers, we have never sold user-level data, and we intentionally built our business with underlying technology that doesn't rely on personally identifiable information. All data is fully anonymized. Our Trust Center located at <https://www.placer.ai/company/trust-center/> further details our commitment to privacy.

Placer's Product Features

- 1. Data for Visitors, Residents, Employees, and Passersby to any location in the United States.**
 - a. Visitor metrics including unique visitors, frequency of visits, dwell time.
 - b. "True Trade Area" reveals home and work location for visitors to any POI.
 - c. Daily visits, hourly visits, length of stay.
- 2. Unlimited Points of Interest**
 - a. Location data for every city, county, district, neighborhood, park, open space, campus, corridor, building, shopping center, public or private property, parking area, vacant land etc.
 - b. Location data for streets, roads, highways, transit locations, trails etc.
 - c. 'POI on the fly': Users may access, create, and save *unlimited* Points of Interest (POIs).
 - d. Millions of points of interest currently accessible to all users.
- 3. Visitor Journey**
 - a. Visitor origin markets by city, state, zip code and census block.
 - b. Prior and Post locations for visitors to any POI.
 - c. Top visited national chains for visitors to any location.
 - d. Top visited local points of interest for visitors to any location.
 - e. Home zipcodes for visitors to any location
 - f. Cross visitation among POIs.
- 4. Visitor Demographics and Customer Segmentation.**
 - a. Demographics for visitors to any location.
 - b. Psychographic data for visitors to any location: behaviors, interests etc.
 - c. Spend habits: favorite brands, consumer expenditures, etc.
 - d. Social media habits: Web preferences, brand affinity, hashtags etc.
- 5. Property Information**
 - a. Size, ownership, tax history.
- 6. Sales Information**
 - a. Retail Sales currently available for grocery and select retail categories.
 - b. Sales forecasting performed with visitation and historic sales records.
- 7. Area Analysis**
 - a. Traffic volume along every street, by direction and time of day.
 - b. Planned Development: pipeline of development projects in planning, construction and completed.
 - c. Event data: Visitation numbers for events including but not limited to expositions, festivals, concerts, community events, sports, conferences, performing arts etc.
 - d. Event attendee visits to nearby properties.
- 8. Migration data** reveals change to population trends for any Zip Code, County, State, including change to population, change to income levels etc. Top migration origins and destinations.
- 9. COVID Recovery:** Visitation trends for retail and tourism for every city, county, state for present day benchmarked against a similar period in 2019.
- 10. Void Analysis:** reveal best fit retailer, hotel, or other development type for any location.
- 11. Site Selection:** reveal best locations for desired retail chains.
- 12. Heat Maps** reveal pedestrian activity movement and gathering.

Placer's User Experience

User-Friendly Web Based Application

Every user is able to access Placer data, generate insights, and export reports without the need for technical skills beyond what is used for a typical web browser or mapping application.

Marketplace Applications, Integrations, and Services

Third party data, applications, and service providers enhance data with powerful insights about any location.

1. Applications to reveal demographics, psychographics, spend habits, and social/web preferences.
2. Integrations for data feed, storage, and analysis.
3. Partner Service Providers assist clients to operationalize data as part of business development efforts.

Custom Reports

1. A collection of custom reports is available to all users, and generated on demand. Some of the more popular reports for Civic clients include Retail Leakage, Pedestrian Heat Maps, Trip Origination by Market, Store Opening and Closing Impact, and Event Impact on Property.
2. Automated Monthly Reports deliver metrics about any POI.
3. Unlimited exports. Unlimited exports to PDF, CSV, JPEG, SHP and KMZ in Excel, KML, Tableau, Slides, pdf and other formats for integrations, sharing, and use in business efforts.
4. API and Data Feed are available for an additional fee in addition to access to the Placer Platform.

Customer Support

1. Customer Support

Every client can be partnered with a Customer Success Manager (CSM) to receive training and strategic support for specific projects and business needs. CSMs help clients produce reports, advise on best practices, and make introductions to Solutions Engineers for more complex project needs.

2. Solution Engineers

Clients can work with Solution Engineers to explore trends, reveal insights, and build custom solutions to solve complex business needs. Our engineers can work independently to produce slide presentations that clients can then use for their internal presentations with their team, council, board, and stakeholders.

For any additional questions please contact:

Ian Ross
Head of Civic
ian.ross@placer.ai

Sincerely,



Vernell Wisdom
Head of Contract Management
Placer Labs, Inc.



Unlimited Access to the Placer Dashboard:

- Access to Placer.ai Venue Analytics reports, including, Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts for any location
 - True Trade Areas displaying frequent-visitor-density by home and work locations
 - Visitor demographics, psychographics, interests, and time spent at relevant locations
 - Where visitors are coming from/going to, and along which routes
 - Ability to sort by audience type: visitors, residents and employees
 - Area Analysis showing traffic counts, planned development and crime data
 - Custom Placer Xtra reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats

Premier Customer Support:

- **Ongoing Support:** Dedicated Customer Success Manager will be with you for the lifetime of the subscription, and will meet with you on a regular basis to discuss your needs, product launches, and ever-evolving use cases
- **Personal Consultation:** Use your CSM to facilitate custom reports and help prepare data for upcoming presentations
- **Knowledge Sharing:** Your CSM will share methods and best practices from their experiences with other customers to help you get the most efficient use out of Placer.ai
- **Platform Training:** Your CSM will provide live, virtual training as needed to ensure you and your team are always equipped understand Placer's platform and data

Pricing/Term:

- 12-Months - \$34,000/Year Paid Annually



Placer.ai

PLACER LABS, INC.

ORDER FORM

City of Norwalk, CT	(“Customer”)	Placer Labs, Inc.	(“Placer”)
Address:	125 East Avenue, Room 122 Norwalk, CT 06851	Address:	440 N Barranca Ave., #1277 Covina, CA 91723
Contact Person:	Sabrina Godeski	Contact Person	Ryan Denisi
Email:	sgodeski@norwalkct.gov	Billing Contact Person:	Jason Tsui
Phone:	203-919-2549	Billing Email*:	billing@placer.ai
Billing Contact Email:	sgodeski@norwalkct.gov	Billing Phone*:	415-228-2444 ext 806

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the “**Services**”) include:

- Chain Report Expanded which displays chain-level demographic and psychographic data.
- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the United States
- Customer may not provide access to any third party agents acting on its behalf (including any consultants, contractors, or other agents of Customer) without prior written consent from Placer. Any such approved access may be subject to an additional fee pursuant to a written amendment to this Order Form
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Access to Xtra reports per ad hoc needs; in Excel, KML, Tableau, and other formats: Quarterly Maximum of 65 credits; Annual Maximum of 260 credits
- Premier Customer Support
 - Regular meetings with Placer's Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set, and AGS CrimeRisk. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below:

Description	Input Datasets Used
-------------	---------------------

STI Demographics Bundle	PopStats
Spending Patterns	
Workplace	
Market Outlook	

Experian Mosaic	Mosaic Segmentation
AGS CrimeRisk	CrimeRisk

○

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data**”. Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information (for such purpose only, Placer grants Customer the rights to use the Placer.ai name and logo, provided that any such use of the Placer.ai name and logo must clearly indicate that Placer is the provider of data only, and is not involved in any analysis, conclusion, recommendation). Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term: The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term**,” and the Initial Term and any Additional Terms are referred to collectively as the “**Term**.”

Additional Term: This Order Form shall continue on the same terms and conditions set forth herein for additional periods of the same duration as the Initial Term, if mutually agreed in writing by both parties (email would be sufficient).

Termination: Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

\$34,000/year invoiced: in full upon signing this Order Form.

Invoice sent electronically to Customer's billing contact email via NetSuite.

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

Placer may increase the Fees any time following the Initial Term (but not more frequently than once in any twelve (12) month period). The amount of such annual increase will equal the greater of CPI or five percent (5%) per annum.

In the event of any termination, Customer will pay in full for the Services.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the “**Receiving Party**”) understands that the other party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Trial Offering. If Placer provides Customer with additional Services or Placer Data during the Term and identifies such Services or Placer Data as for evaluation or trial purposes only (a “**Trial Offering**”), access to the Trial Offering is permitted only during the period designated by Placer (or if not designated, 30 days from receipt of access) (“**Trial Subscription Term**”), unless the Trial Offering is earlier terminated as provided below. During the Trial Subscription Term, Customer may only use the Trial Offering for internal evaluation purposes and may not otherwise use or distribute the Trial Offering for any other purposes. Notwithstanding any provision included in this Order Form or the Agreement to the contrary, in respect of the Trial Offering Customer acknowledges and agrees that: (i) either party may terminate the Trial Subscription Term immediately and without liability upon written notice to the other party; (ii) any Trial Offering is provided “as is”; (iii) Placer provides no warranty, service levels or indemnity for any Trial Offering and (iv) Placer’s liability related to any Trial Offering will not exceed USD \$100. Notwithstanding the foregoing, the Services and Placer Data provided in this Order Form is not considered a Trial Offering.

Customer grants Placer the right to use Customer’s company name and company logo, for Placer’s promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

City of Norwalk, CT
By:
Name:
Title:
Date:

“Placer”

Placer Labs, Inc.
By:
Name:
Title:
Date:



TO: MEMBERS OF THE NORWALK COMMON COUNCIL
FROM: SABRINA GODESKI, DIRECTOR OF BUSINESS DEVELOPMENT & TOURISM
ANNA BREault, SPECIAL EVENTS COORDINATOR
DATE: APRIL 18, 2024
SUBJECT: SPECIAL EVENTS SOUND STAGE AND LIGHTING CONTRACT

Introduction

The City, facilitated by the Business Development and Tourism Department, organized three prominent events in 2023: The Halloween Nightfair on Washington Street, The Holiday Extravaganza, and Wall Street Wonderland. These events, integral to our community's spirit, necessitate sound, stage, and lighting components to ensure their ongoing success and enjoyment. Whether attendees are browsing vendors, eagerly awaiting Santa's arrival, or dancing in the park, impeccable audiovisual setups ensure that every moment of the event is accessible and vibrant.

In light of this, the City initiated a bidding process in March to secure a vendor capable of providing comprehensive sound, stage, and lighting services for all Norwalk-hosted events.

Project Scope

The project encompasses the provision of sound, stage, and lighting services for all three events, including staffing and complete setup and dismantling. Notably, entertainment services were deliberately excluded from the scope to prevent pricing distortion based on varying entertainment preferences and sizes. Consequently, entertainment procurement will be handled separately, although the selected vendor will collaborate on and manage any chosen entertainment.

Bid Process and Responses

Initially tendered in February 2024, the project failed to elicit complete responses. Subsequently, a swift re-bidding ensued, resulting in one completed response and two incomplete submissions. Despite the incompleteness of other bids, the selected vendor emerged as the most financially advantageous option by a substantial margin. Consequently, ARC Sound, Stage, Lighting, LLC was designated as the preferred vendor.

Selected Vendor Information

ARC Sound, Stage, Lighting, LLC is a reputable Norwalk-based company with a commendable 14-year tenure. They have consistently supported the City's events, demonstrating their proficiency in sound, stage, and lighting services. With a proven track record of successful event management, ARC stands as a fitting choice for our preferred vendor.



Conclusion

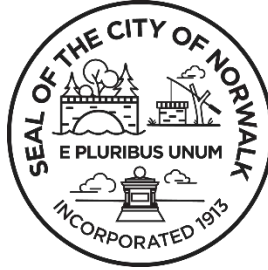
In light of the crucial role that sound, stage, and lighting play in the success of our city's events, the selection of ARC Sound, Stage, Lighting, LLC as the preferred vendor is a pivotal step forward. Their proven expertise, local presence, and commendable track record make them an ideal partner for our community's future endeavors.

Therefore, we respectfully request the approval of the Common Council for the contract with ARC Sound, Stage, Lighting, LLC. By securing their services, we ensure that our events continue to captivate and engage our residents and visitors alike, fostering a vibrant and thriving community spirit. This partnership not only ensures the seamless execution of our events but also reflects our commitment to supporting local businesses and enhancing the overall quality of life in Norwalk.

ACTION: Authorize the Mayor, Harry W. Rilling to execute a 3-year contract with two 1-year extension options with ARC Sound, Stage, Lighting, LLC in the amounts of \$92,510 for year one, \$97,585 for year two, and \$102,760 for year 3 for Purchasing Project: 4341R Stage, Lighting, and Sound Services.

**ACCT: 0924 3710 5777 C0773
0925 3710 5777 C0773**

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:	4341R
REQUESTING DEPARTMENT:	Business Development and Tourism
DATE OF BID ISSUANCE:	02/29/2024
TITLE OF BID:	Stage, Lighting, and Sound Services for Norwalk Holiday Events – Re-Bid
RFI/QUESTION DEADLINE:	2:00 PM 03/06/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00 PM 03/12/2024
HARD COPY SUBMISSION DEADLINE:	2:00 PM 03/14/2024
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF BID OPENING:	2:00 PM 03/14/2024
BID DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 10%
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES (X) NO () 100%
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES (X) NO ()

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. **SECTION 1 -1.5 FORMS ONLY** BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM, INCLUDING PRICING SHEETS, EXCEPTIONS TAKEN, IF ANY, ADDENDA ACKNOWLEDGMENT FORMS, ANY OTHER REQUIREMENTS INDICATED IN SPECIAL NOTES SECTION, AND BID SECURITY IF REQUIRED **(ONE ORIGINAL PLUS TWO (2) COPIES)**

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL BIDS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY BID RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. IF A BIDDER USES A COURIER SERVICE FOR BID DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE BID REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL BIDS 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 BIDS, 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 BID.
 - 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. IN AS MUCH 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

1.1 INTRODUCTION

The City of Norwalk is resoliciting bids from qualified firms to provide Staging, Sound, Lighting, technical support, and labor for a series of special events. The intent of the City of Norwalk is to award an agreement to a single vendor for an initial contract period of three (3) years with the option for two (2) one-year extension periods. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

1.2 BID DOCUMENTS

All Bid documents for this invitation are available over the internet at <http://www.norwalkct.gov>. Adobe Acrobat reader is required to view this document. If you do not have this software you may download it for free from Adobe.

1.3 ADDENDA

All addenda, if issued will be available over the internet at <http://www.norwalkct.gov>. We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the bid deadline. It is the responsibility of the bidder to check for issuance of any addenda.

1.4 BIDDER'S LIST

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

1.5 QUESTIONS CONCERNING THIS BID

All questions concerning this solicitation must be directed, via e-mail, to Carleen Megaro, Buyer at cmegaro@norwalkct.gov. The deadline for the submission of questions is 2:00 pm, March 06, 2024.

1.6 SUBMISSION OF BID

The City of Norwalk is requesting 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 the 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 March 12, 2024, at 2:00PM.

All sealed hard copy Bids should be submitted to the City of Norwalk's Purchasing Department no later than March 14, 2024, at 2:00 PM at the address listed below:

CITY OF NORWALK

PURCHASING DEPARTMENT

City of Norwalk Purchasing Department
125 East Avenue, Room 211
Norwalk, CT 06856-5125

1.7 SUMMARIES

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

SPECIAL NOTES:

- 1.) BUILDING PERMITS - Contractors shall obtain and pay for all required permit(s) for this project. Permit fees are NOT waived for this project.
- 2.) References to Department of Public Works, Director of Public Works, and Engineer in section 3 and section 4 are to be interpreted as "Owner's designated representative".
- 3.) Section 4, Item 109-04-2b, page 79, Contractor Charges is changed to read "...profit and overhead shall be figured at fifteen (15) percent unless some other basis is approved by the Director."
- 4.) Section 3.8, Liquidated Damages, change to read "Liquidated damages as defined in Article 27 of the Norwalk General Conditions for Construction will be \$100.00 per day.
- 5.) Contractors are hereby reminded that all submitted bid amounts MUST include all costs/insurance premium required to satisfy the various insurance limits as identified in these documents.
- 6.) Contractors are hereby advised that the determination of the lowest responsible bidder will be based on the sum of the total of Year 1, Year 2 and Year 3 selected by the City in its best interest. Said determination by the City would be final.
- 7.) **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 COVID-19 pandemic. The window is staffed by Customer Service representatives Monday – Friday from 9 a.m. – 3:00 p.m. 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.

- 8.) **Public Opening:** Per the [City of Norwalk Purchasing Guidelines](#), Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by the bid, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection. If you wish to hear the bid/RFP opening, please join us through a teleconference.

CITY OF NORWALK
PURCHASING DEPARTMENT

Access Number: (866) 640-4044 or (678) 302-3554

Participant Code: 968 704

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

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – FORMS OF PROPOSAL

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

ARC Sound, Stage Lighting
Bidder's Name

5 Pettom Rd
Street Address

Norwalk	CT	06850
City	State	Zip

Business Telephone: Gene: 203-515-9878 Brian: 203-957-1969
--

Email Address: gene@arcssl.com brian@arcssl.com

Brian Nolan - Partner
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.	
	3/1/2024
Signature	Date

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

Note from our bonding company: Notice to Bidders: Section 5. (Time is of the essence): I would encourage you strike 'Consequential Damages'. They have \$100/day liquidated damages which should suffice

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name - ARC Sound. Stage. Lighting		
Address - 5 Pettom Rd		
Phone - 203-515-9878 / 203-957-1969	Fax -	Email - brian@arcssl.com gene@arcssl.com
Manager - Brian Nolan / Gene Morrell		Fed ID# 81-1298883

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.

1. The following unit prices shall apply to this project:

Please include in your pricing technical and labor cost as mentioned in the Section 2 Project Specifications Scope of Work

Event		YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2
1.	HALLOWEEN NIGHT FAIR	\$ 60,220	\$ 63,245	\$ 66,370	\$ 69,700	\$ 73,290
2.	HOLIDAY EXTRAVAGANZA	\$ 16,145	\$ 17,170	\$ 18,195	\$ 19,220	\$ 20,245
3.	WALL ST WONDERLAND	\$ 16,145	\$ 17,170	\$ 18,195	\$ 19,220	\$ 20,245
4.	FLEX EVENT 1 – YEAR 2024	\$ 60,220	\$ 63,245	\$ 66,370	\$ 69,700	\$ 73,290
5.	FLEX EVENT 2 – YEAR 2025	\$	\$ 63,245	\$ 66,370	\$ 69,700	\$ 73,290

**CITY OF NORWALK
PURCHASING DEPARTMENT**

Event		YEAR 1	YEAR 2	YEAR 3	OPTION YEAR 1	OPTION YEAR 2
6.	FLEX EVENT 3 – YEAR 2025	\$	\$ 63,245	\$ 66,370	\$ 69,700	\$ 73,290
7.	TOTAL	\$ 152,730	\$ 287,320	\$ 301,870	\$ 317,240	\$ 333,650

CITY OF NORWALK PURCHASING DEPARTMENT

2.

Bid Security in the form of a (check one) is attached.		Bond X		Certified Check
Cost for performance bond <u>included in lump sum</u>	\$ \$25 (2.5%)		per thousand dollars	

Submitted by:

Print Name of Authorized Agent of Company	Brian Nolan
Signature of Authorized Agent of Company	
Date	3/1/2024

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	3/7/24	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:	8	
2.	Number of personnel employed:	Part Time	Full Time
			5

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

Project	Date	Contact Person	Phone No.
Halloween Nightfair	10/28/2023	Anna Breault	203-818-6828
Norwalk Holiday Extravaganza	11/25/2023	Anna Breault	203-818-6828
Norwalk Winter Wonderland	12/2/2023	Sabrina Godeski	203-939-2202
Middletown Concert Series	multiple	Bobbie Peterson	860-781-0290
Greenwich Town Party	multiple	Ken Hayes	203-948-5505
Hey Stamford Food Fest	multiple	Illario Altamura	203-621-4222

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

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
	X	other (specify) S-Corp

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
			X

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

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

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.

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

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

If you have not done business with the City of Norwalk as a vendor, your business information needs updating or your 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: Athos Insurance Services LLC	Tel: 626-716-9800
Agency Address: PO Box 61102 Pasadena CA 91116	Email: service@athosinsurance.com

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

1. **Third-Party Contact Information** (please provide the POC for follow-up questions to this questionnaire):
Vendor Name, Address, Point-of-Contact Name, Phone Number and Email

Not providing IT services to the city.

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

3. **System and Equipment Access:** Will your organization use your own systems and equipment to perform the services, or will your organization need access to the City's systems, equipment and network? (Yes or No, If Yes, please explain)

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

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

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

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

7. **Business Entity:** What is your business entity type?
**Example: Sole Proprietorship, Partnership, C Corporation, S Corporation, Limited Liability Corporation (LLC), Limited Liability Partnership (LLP)*

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

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

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

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

14. Information Security

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

YES ☐ NO ☐

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

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

- d. Does your organization have privacy policies and procedures?

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

15. Risk Management

- a. Does your organization have an enterprise risk management framework implemented at your organization?

YES ☐ NO ☐

- b. Does your organization have documented enterprise risk management policies and procedures?

YES ☐ NO ☐

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

- d. Does your organization utilize an outside third-party to provide services/products to the client?

YES ☐ NO ☐

- e. Does your organization have a third-party risk management program (TPRM)?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

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

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

CITY OF NORWALK PURCHASING DEPARTMENT

1.6 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").

W I T N E S S E T H:

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.

**CITY OF NORWALK
PURCHASING DEPARTMENT**

1.7 INSURANCE REQUIREMENTS

INSURANCE RIDER – STANDARD SERVICES

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

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

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

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand (\$500,000) policy limit coverage for disease.

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

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

Umbrella/Excess Liability: 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 may be required at the completion of the Project for a duration of seven years 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 better. Additionally, all carriers are subject to approval by the City of Norwalk.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager) as required herein.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's Basic Services or Additional Services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Contractor's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: The Contractor hereby waives the right to subrogate or seek recovery from City of Norwalk and its insurance carriers.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the City's Corporation Counsel and to the City's Finance Department (Attn: Risk Manager), P.O. Box 5125, Norwalk, Connecticut 06856-5125.

Waiver of requirements: The Corporation Counsel may vary these insurance requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

SECTION 2

PROJECT SPECIFICATIONS/SCOPE OF WORK

2.1 Introduction

The City of Norwalk is requesting bids from qualified firms to provide Staging, Sound, Lighting, technical support, and labor for a series of special events. These events are largely attended and will include entertainment that will be curated by the City of Norwalk Special Event Coordinator. Dates and exact event locations are subject to change. We are interested in establishing a long-term partnership with a reputable company that can deliver high-quality event production services. The intent of the City of Norwalk is to award an agreement to a single vendor for an initial contract period of three (3) years with the option for two (2) one-year extension periods.

2.2 Event Details

A. Event Schedule

1. Halloween Night Fair - 50 Washington Street (expected attendees 4,000-6,000)

- Date: October 26 & 27

2. Holiday Extravaganza - 50 Washington Street (expected attendees 2,000-3,000)

- Date: December 7

3. Wall St Wonderland – River Street (expected attendees 2,000-3,000)

- Date: December 10

4. Flex Events (expected attendees up to 5,000)

- 2-3 Medium Scale Events, one potentially April 2024 and two events to be held in 2025

- Events to be determined in consultation with the City of Norwalk

B. Setup and Breakdown Logistics

Execute the following process as outlined below for all events. Setup and Breakdown times will be discussed with awarded vendor. Awarded vendor to maintain clear communication with the event organizers, coordinate with your crew, and prioritize safety throughout the entire process. Flexibility and adaptability are also important in case of unexpected issues or changes to the plan.

Setup:**Pre-Planning (Leading up to day-of event)**

- Confirm the event schedule and technical requirements with the event organizers
- Ensure all equipment is in good working condition and any necessary maintenance or repairs are done in advance
- Arrange transportation for equipment to the event location
- Provide technical schedule to event organizers
- Coordinate with Police and event organizers for closure times

Day-of Event

- Arrange for a crew to arrive at the event location well before start time to set up stage, sound and lighting equipment
- Coordinate with event organizers to allocate the required space for setup
- Set up stage and ensure it's stable and safe
- Install sound equipment, including microphones, speakers, and mixing consoles
- Set up lighting fixtures
- Test all equipment to ensure it's functioning correctly
- Arrange cables neatly to prevent tripping hazards
- Conduct a soundcheck and lighting rehearsal with event performers to ensure everything is working as expected
- Make any necessary adjustments based on the rehearsal
- Ensure all equipment and cables are secure and safe
- Prepare for the event to begin as expected

Breakdown:

- After the event ends, begin the breakdown process immediately
- Load all equipment onto transport vehicles and ensure nothing is left behind

C. Cancellations and Postponed Events

Events will be rain or shine. Should for any reason the event should be postponed or cancelled, the Special Event Coordinator will make the determination at least 48 hours in advance.

2.3 Equipment, Technical Support, and Labor Requirements

These can be provided by a subconsultant or by the applicant. Prices must include all costs including any costs associated with subconsultants, or contractors. If an overnight stay is needed for a City event, the City does not have a preferred discounted rate at the hotels.

A. Stage

- a. 30 x 20 Stage - Must accommodate dance groups, large bands, DJ booth setup. Stairs required. Grass or concrete surface. (Halloween Night Fair and all Flex Events should be priced with larger stage.)

- b. 20 x 20 Stage – Must accommodate dance groups, school choirs, small bands, DJ booth setup. Grass or concrete surface. (Holiday Extravaganza and Wall St. Wonderland should be priced with the smaller stage.)
 - c. Stairs for both sides of stage
 - d. Barricades for front of stage
- B. Sound
 - a. PA System – a high quality, professional PA audio system
 - b. Microphones – 4 handheld microphones with stands
 - c. DJ – music throughout event, doubling as emcee, must provide DJ equipment
- C. Lighting
 - a. Spotlight – for Holiday Extravaganza only. Powerful professional spotlight for rappelling Santa down 50 Washinton Street. Positioned strategically to follow Santas descent
 - b. Stage lighting – mood lighting as well as illuminating performers
 - c. Event lighting – mood lighting and ambience. Creative freedom for firm
- D. Technical
 - a. Generators – Limited electricity access on site. Given the diverse electrical needs of the event, generators are necessary to provide power. Ensure they are appropriately sized to handle all equipment (Needed for all Events)
 - b. Fog machines (vertical & horizontal) (Only needed for the Halloween Night Fair)
 - c. 2 to 4 Cold spark machines. (Needed for all Events)
 - d. Snow machine – fake snow. (Needed for Holiday Extravaganza and Wall St. Wonderland)
 - e. Coordination and execution of Christmas tree lightings (Needed for Holiday Extravaganza and Wall St. Wonderland)
- E. Labor
 - a. Lighting operator
 - b. Stagehands
 - c. Labor to build and remove stage
 - d. Audio engineer

SECTION 3 GENERAL INFORMATION

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

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

SECTION 4
NOT APPLICABLE

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SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 03312023

NOTE: SECTION 5 contains information concerning the City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 03/31/2023 or later on file, you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.gov>

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

NORWALK PURCHASING DEPARTMENT

03/14/2024

RESPONSE SUMMARY - PROJECT #4341R

Stage, Lighting, and Sound Services for Norwalk Holiday Events – Re-Bid

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

BID SECURITY	VENDOR	ELECTRONIC SUBMISSION (ATTACHED)	HARD COPY SUBMSSION
Yes	ARC Sound. Stage Lighting	Yes	Yes
No	Microtheory, LLC (dba: MicroTheory Engineering)*	Yes	No
No	SCD Hospitality LLC*	Yes	Yes

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



4341R - Stage, Lighting, and Sound Services for Norwalk Holiday Events – Re-Bid

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
ARC Sound. Stage. Lighting. LLC	Mar 11, 2024 1:54 PM EDT	Brian Nolan	brian@arcssl.com	NDA2OTI2
MicroTheory Engineering	Mar 12, 2024 1:04 PM EDT	Gary Albaugh	gary.albaugh@microtheoryeng.com	NDA3NzQ2
Sebass Events	Mar 12, 2024 1:54 PM EDT	John Canzona	jcanzona@sebassevents.com	NDA3ODIx

ARC Sound. Stage. Lighting

5 Pettom Rd
Norwalk CT 06850

Hi There,

Per our meeting with the purchasing department on April 11, 2024; ARC Sound Stage Lighting is in agreement to remove all “flex events” for 2024, 2025, and 2026 from project bid 4341R. The agreed upon amounts for the remaining items in the scope of work are as follows:

2024: \$92,510

2025: \$97,585

2026: \$102,760

This covers (3) agreed upon events; and any other services will be provided independently of this project’s scope of work.

If there are any further questions or additional items needed, please let me know.

Best,

Brian Nolan

ARC Sound. Stage. Lighting

(203)957-1969

