

**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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Special Meeting

- I. **ROLL CALL**
- II. **PRESENTATION OF THE 2023-24 OPERATING BUDGET**
- III. **ADJOURNMENT**

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I. ROLL CALL

II. ACCEPTANCE OF MINUTES

Regular Meeting: January 24, 2023

III. PUBLIC PARTICIPATION

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

RESIGNATIONS: Sharon Baanante, Library Board of Directors

APPOINTMENTS: Jalin Sead, Fair Housing Advisory Commission
Reverend Richard Clarke, Fair Housing Advisory Commission
Joseph Mann, Fair Housing Advisory Commission
Sheri McCready-Pritchett, Fair Housing Advisory Commission
Steven Ferguson, Zoning Board of Appeals - Alternate Member
Benjamin Hanpeter, Zoning Board of Appeals - Alternate Member
Amy Richardson, Conservation Commission - Alternate Member
Lunise Constant, Fair Rent Commission - Regular Member

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**February 14, 2023
COUNCIL CHAMBERS**

Ashley Gulyas, Commission on the Status of Women
Kendrick Constant, Board of Estimate and Taxation
Anne Yang, Board of Estimate and Taxation
Peter Fullam, Parking Authority
Susan Dunlap, Board of Assessment Appeals
Haroldo Williams, Library Board of Directors

REAPPOINTMENTS:

Carol Frank, Fair Housing Advisory Commission

MAYOR'S REMARKS:

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS:

APPOINTMENTS:

REAPPOINTMENTS:

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. PUBLIC SAFETY AND GENERAL GOVERNMENT

1. Authorize the Police Chief to change the verbiage in the 2021/2022 Capital Budget account #09223010-5777-C0665 from the purchase of 10 Ford Interceptor Explorer hybrids to 10 marked police package vehicles.

B. ECONOMIC AND COMMUNITY DEVELOPMENT

1. Authorize the Mayor, Harry W. Rilling, to execute a contract with The Wanderlust Group, Inc. for Dockwa subscription services for 1 year in an amount not to exceed \$2,000 with a 5-year renewal option.
Account Number: 400000-2628
2. Authorize the Mayor, Harry W. Rilling to execute an on-call contract with Kerin & Fazio, LLC for appraisal services in an amount not to exceed \$10,000.
Account Number: 133710-5796-AEC02

C. PUBLIC WORKS

1. Technical Correction of the Common Council Action of April 13, 2021, Item VII.C.2a to add accounts designated for the Pavement Management Program. Account No. 363751 5413 G0017.
2. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the agreement between the City of Norwalk and Tighe & Bond, Inc., for Construction Inspection/Observation Services, to extend the agreement for the second of the two (2) optional additional terms, of one (1) year, billable on an hourly basis, for an amount not to exceed \$450,816.00.

Account No. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 23 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4062 5777 C0361
09 21 4062 5777 C0361
09 22 4062 5777 C0361
09 23 4062 5777 C0361
09 24 4062 5777 C0361
134010 5796 APW01
134010 5796 APW05
134010 5796 APW09
03 00 00 2602

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Colonna Concrete & Asphalt Paving, LLC., for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$1,181,662.00.

Account No. 09 22 4021 5777 C0318
09 23 7100 5777 C0583
134010 5796 APW09

- 3b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with Colonna Concrete & Asphalt Paving, LLC. for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$118,166.20.

Account No. 09 22 4021 5777 C0318
09 23 7100 5777 C0583
134010 5796 APW09

4. Accept the extension of Seir Hill Road from the north corner of the driveway at Glenrock Condominium (Seir Hill Road side) to the southerly property line of 15 Oakwood Avenue (Seir Hill Road side) as a City Street as per the Map filed in the Department of Operations and Public Works entitled "Improvement Location Survey Depicting Stone Commercial Real Estate Condominium, Norwalk, Connecticut, Prepared for Stone Realty Associates, LLC," dated November 21, 2022, last revised December 13, 2022, at a scale of 1"= 30' prepared by Redniss & Mead.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**February 14, 2023
COUNCIL CHAMBERS**

- 5a. Authorize the Mayor, Harry W. Rilling to execute an agreement with A. Vitti Excavators, LLC Project TMP 2022-4 Concrete Services ADA-ROW Improvements at Various Locations for an amount not to exceed \$500,000.00.

Account No. 09 23 4120 5777 C0441
09 22 4120 5777 C0581
09 23 4120 5777 C0581
09 20 4120 5777 C0649
09 21 4120 5777 C0649
09 22 4120 5777 C0649
09 23 4120 5777 C0649
09 22 3750 5777 C0777
09 23 3750 5777 C0777
09 23 4120 5777 C0823
09 23 4120 5777 C0824

- 5b. Authorize the Director of Transportation, Mobility and Parking, to execute Orders on Contract with A. Vitti Excavators, LLC for project TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations, for an amount not to exceed \$50,000.00.

Account No. 09 23 4120 5777 C0441
09 22 4120 5777 C0581
09 23 4120 5777 C0581
09 20 4120 5777 C0649
09 21 4120 5777 C0649
09 22 4120 5777 C0649
09 23 4120 5777 C0649
09 22 3750 5777 C0777
09 23 3750 5777 C0777
09 23 4120 5777 C0823
09 23 4120 5777 C0824

6. Authorize the Mayor, Harry W. Rilling to execute an agreement between the City of Norwalk and Stantec Consulting Services Inc. for Construction Inspection of NRV Trail Phase II. Project in the total amount not to exceed \$22,330.00.

Account No. 01 37 50 5258

D. RECREATION, PARKS, AND CULTURAL AFFAIRS

1. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Public School – Rowayton PTA for the use of Rowayton Elementary School Field and immediate surrounding grounds for their Rowayton School Carnival 2023 to be held on Friday, May 5 and Saturday, May 6, 2023 from 8:00 AM to 5:00 PM. Set-up time to begin on Sunday, April 30, 2023 at 8:00 AM with tear-down on Monday, May 8, 2023 at 5:00 PM. Rain Date: Sunday, May 7, 2023. Approximately 500 people each day.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Ninety 9 Bottles Events for the use of Oyster Shell Park and immediate surrounding grounds for their Ninety9Bottles Craft Beer Festival to be held on Saturday, June 3, 2023 from 1:00 PM to 5:00 PM. Set-up time to being 9:00 AM with tear-down at 6:00 PM. Approximately 999 people.

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**REVISED AGENDA
7:30 PM EST**

**February 14, 2023
COUNCIL CHAMBERS**

3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with NICE, Inc for the use of Oyster Shell Park and immediate surrounding grounds for their Seventh Annual NICE Festival event to be held on Saturday, July 8, 2023 from 11:00 AM to 10:00 PM. Set-up to begin at 6:00 AM with tear-down at 11:00 PM. Approximately 500 + people.
4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Seaport Assoc. for the use of Veterans Park and immediate surrounding grounds for their Oyster Festival event to be held from Friday, September 8, 2023 to Sunday, September 10, 2023. Set-up on Friday, August 18, 2023 with tear-down by Saturday, September 30, 2023. Approximately 40,000 people.
- 5a. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Giacorp for the Oyster Shell Park fence repair project # 4256, for an amount not to exceed \$230,027.00. Account # 134010-5796-ARP01.
- 5b. Authorize the Director of Recreation and Parks to issue a change order for the Oyster Shell Fence repair project in an amount not to exceed \$ 23,000.00. Account # 134010-5796-ARP01.
- 6a. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Grindline Skateparks, Inc for the Calf Pasture Beach Skate Park project # 4237, in an amount not to exceed \$1,411,896.92.
Accounts # 134010-57996-ARP01
0921/0922/0923/0924-6030-5777-C0365.
- 6b. Authorize the Director of Recreation and Parks to issue a change order for the Calf Pasture Beach Skate Park project # 4237 in an amount not to exceed \$70,594.00.
Accounts # 134010-5796-ARP01
0921/0922/0923/0924-6030-5777-C0365.
7. Technical correction: Authorize the Mayor, Harry W. Rilling, to execute an agreement with FGB Construction for Project # RNP 2022-2, Calf Pasture Beach Parking and Green Infrastructure Improvements for a sum not to exceed \$1,973,035.00 based on the following breakdown of \$1,365,292.00 (Base Bid); \$278,000.00 (Alternate 1a/1b – Thermoplastic Markings Beach and Water), \$36,461.00 (Alternate 2 – Maintenance Driveway and Water Main Crossing); \$135,392.00 (Alternate 3 – South Parking Lot); and \$157,890.00 (Alternate 4 – Shady Beach).
Accounts # 0921/0922/0923-6030-5777-C0365
134010-5796-APW09
134010-5796-APW07

E. LAND USE AND BUILDING MANAGEMENT

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with B&W Paving & Landscaping LLC. for the Silvermine Elementary School – Driveway Improvements Project for a total not to exceed \$1,744,000 (pending approval of a special capital appropriation of \$425,000). Funds will be available in Acct. # 0922(23) 5010 5777 C0790.
- 1b. Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total not exceed \$174,500 (pending approval of a special capital appropriation of \$425,000).
Funds will be available in Acct. # 0922(23) 5010 5777 C0790.

1. Accept and Approve the Report of the Claims Committee Dated: February 2023
2. For informational purposes only: Narrative on Tax Collections dated: February 2023
3. For informational purposes only: Monthly Tax Collector's Report Dated: January 2023
4. REQUESTING a Special Capital Appropriation in the amount of \$425,000 to increase the appropriation to fund 09215010-5777-C0790 (Silvermine Driveway Improvements). This capital appropriation shall be funded through \$425,000 of authorized but unissued general obligation bonds or notes of the City. The \$425,000 of bonds or notes of the City shall be issued in accordance with the provisions and terms set forth in the original bond resolutions that authorized the issuance of the bonds or notes of the city for Project #09215010-5777-C0790.
5. Request approval for the extension of the software agreement with Vision Government Solutions, Computer Assisted Mass Appraisal (CAMA), including certain cloud services during the revaluation for amount not to exceed \$35,694 for two years. Account 011320-5255 - IT SERVICES

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

X. SUSPENSION OF RULES

XI. ADJOURNMENT

APPOINTMENTS

FAIR HOUSING ADVISORY COMMISSION	M/C	NORWALK CODE 59-A
JALIN SEAD (D) 24 Woodbury Avenue Norwalk, CT 06850 Mayor's Designee		TERM EXPIRES – 9/1/2025
REVEREND RICHARD CLARKE (D) 31 Merwin Street Norwalk, CT 06854 Mayor's Designee		TERM EXPIRES – 9/1/2023
JOSEPH MANN (D) 28 Lexington Avenue Norwalk, CT 06854 NAACP Representative		TERM EXPIRES – 9/1/2024

COMMON COUNCIL
NORWALK, CONNECTICUT
SHERI MCCREADY-PRITCHETT (D)
34 Riverview Drive
Norwalk, CT 06850
Norwalk Housing Authority Representative

REVISED AGENDA
7:30 PM EST

February 14, 2023
COUNCIL CHAMBERS
TERM EXPIRES – 9/1/2024

ZONING BOARD OF APPEALS	M/C	NORWALK CODE 116
STEVEN FERGUSON (U)		TERM EXPIRES – 11/1/2026
7 Roosevelt Street		ALTERNATE
Norwalk, CT 06851		

BENJAMIN HANPETER (U)		TERM EXPIRES – 11/1/2026
262 East Avenue Apartment 2		ALTERNATE
Norwalk, CT 06855		

CONSERVATION COMMISSION	M/C	NORWALK CODE 35-2
AMY RICHARDSON (U)		TERM EXPIRES – 1/9/2026
74 County Street		ALTERNATE
Norwalk, CT 06851		

FAIR RENT COMMISSION	M/C	NORWALK CODE 39
LUNISE CONSTANT (D)		TERM EXPIRES – 7/1/23
4 Dixie Lane		REGULAR
Norwalk, CT 06850		

COMMISSION ON THE STATUS OF WOMEN	M/C	NORWALK CODE 115
ASHLEY GULYAS (D)		TERM EXPIRES – 9/1/2024
5 Cliffview Drive		
Norwalk, CT 06850		

BOARD OF ESTIMATE AND TAXATION	M/C	NORWALK CHARTER 1-288
KENDRICK CONSTANT (R)		TERM EXPIRES - 11/30/2025
4 Dixie Lane		DISTRICT A
Norwalk, CT 06850		

ANNE YANG (R)		TERM EXPIRES – 11/30/2023
26 Point Road		DISTRICT E
Norwalk, CT 06854		

PARKING AUTHORITY	M/C	NORWALK CODE 79
PETER FULLAM (R)		TERM EXPIRES – 3/31/2027
46 Harborview Avenue		

**COMMON COUNCIL
NORWALK, CONNECTICUT
Norwalk, CT 06854**

**REVISED AGENDA
7:30 PM EST**

**February 14, 2023
COUNCIL CHAMBERS**

BOARD OF ASSESSMENT APPEALS	M/C	CT GS 9-199(c); NORWALK CHARTER 1-271
SUSAN DUNLAP (U)		TERM EXPIRES – 11/1/2027
165 Rowayton Avenue		ALTERNATE
Norwalk, CT 06853		

LIBRARY BOARD OF DIRECTORS	M/C	NORWALK CODE 87
HAROLDO WILLIAMS (D)		TERM EXPIRES – 12/31/2023
62 Bayne Street		Replacing Sharon Baanante
Norwalk, CT 06851		

REAPPOINTMENTS

FAIR HOUSING ADVISORY COMMISSION	M/C	NORWALK CODE 59-A
CAROL FRANK (R)		TERM EXPIRES – 9/1/2025
5 Cranbury Woods Road		
Norwalk, CT 06851		

**COMMON COUNCIL
NORWALK, CONNECTICUT**

REGULAR MEETING

**JANUARY 24, 2022
COMMON COUNCIL CHAMBERS &
VIA TELECONFERENCE**

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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Mr. Burnett called the meeting to order at 7:34 p.m. and led the Assembly in reciting the Pledge of Allegiance.

Mr. Burnett asked for a Moment of Silence on behalf of the victims of the mass shootings in Monterey Park in CA and in Half Moon Bay, CA this past weekend.

I. ROLL CALL

Ms. Dixon called the Roll:

Council at Large:	Mr. Gregory Burnett	Mr. Edwin Camacho
	Mr. Joshua Goldstein	Ms. Nora Niedzielski Eichner
	Ms. Barbara Smyth	

City of Norwalk
Common Council
January 24, 2023
Via Teleconference and Common Council Chambers
Page 1

District A:	Ms. Nicol Ayers	Mr. David Heuvelman
District B:	Ms. Diana Revolus	Ms. Darlene Young
District C:	Mr. John Kydes	Ms. Jenn McMurrer
District D:	Ms. Heidi Alterman	Mr. Bryan Meek
District E:	Mr. Thomas Livingston	Ms. Lisa Shanahan

At Roll Call there were fifteen (15) Councilmembers present. A Quorum was present.

Also present were City Clerk, Irene Dixon, Assistant City Clerk, Jordan Schantz and Corporation Counsel, Mario Coppola.

II. ACCEPTANCE OF MINUTES

Regular Meeting: January 10, 2023

The following addition was made to the minutes:

Mr. Meek joined the meeting at 7:52 p.m.

**** MS. SHANAHAN MOVED TO APPROVE THE MINUTES AS CORRECTED
** MOTION PASSED WITH THREE (3) ABSTENTIONS (MS. AYERS; MS.
SMYTH AND MS. YOUNG**

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.

Ms. Diane Lauricella asked how the City could use renewable materials and about the use of solar panels at Cranbury Elementary School. She added that the orientation of the building is a way to save money on heat. She asked if the school was considered as a net zero school and if they will optimize making energy on site.

There were no other members of the public who wished to participate this evening.

IV. MAYOR

A. RESIGNATIONS AND APPOINTMENTS

City of Norwalk
Common Council
January 24, 2023
Via Teleconference and Common Council Chambers
Page 2

RESIGNATIONS:

Mr. Burnett announced the resignation of Mr. Jordon Hensley from the Historical Commission

APPOINTMENTS:

REAPPOINTMENTS:

**** MS. NIEDZIELSKI EICHNER MOVED TO APPROVE THE REAPPOINTMENT OF JEFFREY MANGELS TO THE HARBOR MANAGEMENT COMMISSION**

Ms. Niedzielski Eichner spoke in support of this reappointment.

**** MOTION PASSED UNANIMOUSLY**

MAYOR'S REMARKS:

Mr. Burnett congratulated Chief Walsh and Deputy Chief Blake on their appointments and invited all to the swearing in ceremony for Chief Walsh, Deputy Chief Blake on January 25th at City Hall. Several other Officers will also be sworn at the ceremony in following their promotions.

A new plaque will be unveiled on January 30th to commemorate the contributions of the Hill Sisters who were leaders in the fight for Women's Suffrage and helped to pass the 19th Amendment. The event will take place along the Norwalk River Valley Trail, facing Maple Street.

The last round of small business funding from COVID-19 funds are available and local businesses are invited to apply.

V. COUNCIL PRESIDENT

A. GENERAL COUNCIL BUSINESS:

RESIGNATION AND APPOINTMENTS:

RESIGNATIONS: There were no resignations announced this evening.

APPOINTMENTS: There were no appointments announced this evening.

REAPPOINTMENTS: There were no reappointments announced this evening.

B. CONSENT CALENDAR:

VI. REPORTS: DEPARTMENTS, BOARDS AND COMMISSIONS

A. CORPORATION COUNSEL

VII. COMMON COUNCIL COMMITTEES

A. RECREATION, PARKS, AND CULTURAL AFFAIRS

- ** MS. YOUNG MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO TPC-TURF PRODUCTS FOR THE PURCHASE OF THREE (3) TORO WORKMAN GTX EFI CARTS, MODEL # 076409 FROM THE STATE OF CONNECTICUT DEEP GRANT ACCOUNT IN AN AMOUNT NOT TO EXCEED \$34,874.44**

Mr. Meek read a statement regarding the Common Council meeting that took place two weeks ago, where an internet outage took place at City Hall and individuals could not attend the meeting in person. He said the meeting was arguably an illegal meeting. However, if it was not an illegal meeting, it was unethical. Mr. Meek said that Council members were notified 90 minutes prior to the meeting about the internet outage, but the public was only notified by a Facebook post.

Mr. Burnett asked Mr. Meek to keep his comments relative to the item. Mr. Meek referred to Masons Rules.

Mr. Meek said that until the City figures out how to conduct public business in public, he will not be voting in the affirmative to approve any expenditures.

- ** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

- ** MS. YOUNG MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO TPC-TURF PRODUCTS FOR THE PURCHASE OF A TORO GROUNDMASTER 5910 MOWER, MODEL # 31699 FROM THE STATE OF CONNECTICUT DEEP GRANT ACCOUNT, FOR AN AMOUNT NOT TO EXCEED \$167,069.67**

- ** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

- ** MS. YOUNG MOVED TO AUTHORIZE THE PURCHASING AGENT TO ISSUE A PURCHASE ORDER TO FIELD TURF USA INC, FOR THE SOLO SOURCE PROCUREMENT OF THE REPLACEMENT OF THE TRACK AT BRIEN MCMAHON HIGH SCHOOL, PRICING OFF THE SOURCEWELL CONTRACT # 060518-FTU, IN AN AMOUNT NOT TO EXCEED \$822,600.00 ACCT # 0922-6030-5777-C0820 134010-5796 ARP01**

- ** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

B. FINANCE AND CLAIMS

**** MR. BURNETT MOVED TO ACCEPT THE FOLLOWING ITEMS**

1. FOR INFORMATIONAL PURPOSE ONLY: REPORT OF THE CLAIMS COMMITTEE DATED: JANUARY 2023

2. FOR INFORMATIONAL PURPOSES ONLY: NARRATIVE ON TAX COLLECTIONS DATED: JANUARY 2023

3. FOR INFORMATIONAL PURPOSES ONLY: MONTHLY TAX COLLECTOR'S REPORT DATED: DECEMBER 2022

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

**** MR. BURNETT MOVED TO APPROVE THE PROPOSAL FOR EXTENDED DUE DATE AND EXTENDED PAYMENT PERIOD FOR THE 2021 GRAND LIST MOTOR VEHICLE SUPPLEMENTAL TAX BILLING, IN ACCORDANCE WITH CGS 12-142. DUE DATE MARCH 1, 2023, AND PAYABLE APRIL 1, 2023.**

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

C. PUBLIC SAFETY AND GENERAL GOVERNMENT

**** MS. MCMURRER MOVED TO APPROVE THE FOLLOWING ITEMS**

AS AUTHORIZED ON DECEMBER 13, 2022, COMMON COUNCIL AGENDA: AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, AND INSTRUMENTS WITH AXON ENTERPRISE, INC. FOR THE SOLE SOURCE PURCHASE, INSTALLATION AND SERVICE OF BODY WORN CAMERAS, TASERS, DASHBOARD CAMERAS, AND RELATED EQUIPMENT AND DATA STORAGE FOR AN AMOUNT NOT TO EXCEED \$460,394.65 ANNUALLY. ACCOUNT # 013049-5258.

TECHNICAL CORRECTION FOR APPROVAL: AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, AND INSTRUMENTS WITH AXON ENTERPRISE, INC. FOR THE SOLE SOURCE PURCHASE, INSTALLATION AND SERVICE OF BODY WORN CAMERAS, TASERS, DASHBOARD CAMERAS, AND RELATED EQUIPMENT AND DATA STORAGE FOR 5 YEARS FOR AN AMOUNT NOT TO EXCEED \$460,394.65 ANNUALLY. ACCOUNT # 013049-5258.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

D. LAND USE AND BUILDING MANAGEMENT

**** MR. LIVINGSTON MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL DOCUMENTS RELATING TO APPLICATION FOR FINANCIAL INCENTIVES (INCLUDING BUT NOT LIMITED TO EVERSOURCE SOLAR INCENTIVES) AND PROJECT DEVELOPMENT FORMS AND AGREEMENTS AS THE PROPERTY OWNER FOR THE CRANBURY ELEMENTARY SCHOOL PHOTOVOLTAIC (PV) DEVELOPMENT PROJECT.**

Ms. Niedzielski Eichner asked for a brief summary of the item.

Mr. Alan Lo described the efforts made at Cranbury Elementary School to make it more efficient. He noted that the City is required to do a full evaluation of energy opportunities. He said that not every option is available for every projects. A full presentation was given to the Land Use and Building Management Committee.

Mr. Lo said there are very strict requirements for schools, and they are required to achieve those requirements in order to get reimbursements. The reports are available to the Common Council members as well as the public.

Mr. Lo said they are doing an analysis of roof top and car port systems, but they are not at the point to make a presentation to the Land Use and Building Management Committee.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

E. COMMUNITY SERVICES

**** MR. HEUVELMAN MOVED TO 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.**

Mr. Heuvelman said this was a great opportunity for the students and shows, as a community its commitment to education.

Ms. D'Amore, Director of Health said this expanded partnership is part of a larger initiative to recruit people to work in health services. She said the Health Department has had great experiences working with Interns and hired a number of Interns in the past.

Ms. Alterman spoke in support of the program.

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

**** MR. HEUVELMAN AUTHORIZE THE MAYOR, HARRY W. RILLING, TO EXECUTE ANY AND ALL AGREEMENTS, DOCUMENTS, INSTRUMENTS, OR AMENDMENTS AS MAY BE NECESSARY TO EXTEND THE STUDENT PRACTICUM/INTERNSHIP AGREEMENT BETWEEN THE CITY OF NORWALK HEALTH DEPARTMENT AND THE UNIVERSITY OF CONNECTICUT NURSING PROGRAM.**

**** MOTION PASSED WITH ONE (1) VOTE IN OPPOSITION (MR. MEEK)**

**** MR. HEUVELMAN MOVED TO AUTHORIZE THE MAYOR, HARRY W. RILLING, TO ENTER INTO A DATA SHARING AGREEMENT WITH NORWALK PUBLIC SCHOOLS TO ALLOW NPS TO SHARE DE-IDENTIFIED STUDENT DATA FOR USE IN THE NORWALK STUDENT BMI DATA REPORT.**

Ms. Alterman spoke in support of the Health Department, but said that when sharing weights of students, especially elementary and middle school girls, there needs to be more sensitivity.

**** MOTION PASSED WITH TWO (2) VOTES IN OPPOSITION (MS. ALTERMAN AND MR. MEEK)**

IX. MOTIONS POSTPONED TO A SPECIFIC DATE

There were no motions postponed this evening.

X. SUSPENSION OF RULES

There were no suspensions of rules this evening.

XI. ADJOURNMENT

**** MS. REVOLUS MOVED TO ADJOURN**

**** MOTION PASSED UNANIMOUSLY**

There was no further business, and the meeting was unanimously adjourned at 8:09 p.m.

ATTEST: _____
Irene Dixon, City Clerk

Jalin Sead

24 Woodbury Avenue
Norwalk, CT 06850

Jalin T. Sead was born and raised in Norwalk and is passionate about serving the community. He founded JCA Outreach to advocate and provide mentoring for the youth, earning him the Young Entrepreneur of the Year Award at NFTE's (Network for Teaching Entrepreneurship) annual Dare to Dream gala in April, 2011. He graduated from Brien McMahon High School, studied Criminal Justice at Norwalk Community College, and International Business from St. Francis College.

Mr. Sead is active in Norwalk organizations and involved in local politics. He has served as Deputy Treasurer to the Norwalk Democratic Town Committee and was appointed to the City of Norwalk's Fair Housing Advocacy Commission. In November, 2017 he was elected as Constable of the City of Norwalk and a Justice of the Peace. January of 2020 Mr. Sead was appointed Commissioner of the First Taxing District of Norwalk, CT.

If you asked Jalin his greatest accomplishments he would tell you that, he is the proud father of two sons, Jalin Jr. and Adrian, and husband to his wife Crystal, which has deepened his commitment to his hometown of Norwalk.

REV. RICHARD WESLEY CLARKE, DMin.

31 Merwin Street

Norwalk, CT 06850

Email: rwaclarke@hotmail.com

(C) 203 434-7495; (H) 203 852-7115; (O) 203 866-1042

Nationality: USA Citizen

ORDINATION (African Methodist Episcopal Church)

- ♦ Itinerant Elder – 1994
- ♦ Itinerant Deacon – 1992
- ♦ Called to Ministry – 1986

EDUCATIONAL EXPERIENCE

- ♦ **Doctor of Ministry** – Transformational Leadership for the Global City 2008 – 2012
Payne Theological Seminary, Wilberforce, Ohio, in conjunction with Bakke Graduate University, Seattle, Washington
 - Dissertation: *Transforming the Church Culture of Ineffective Urban Ministry: A Way to Reaching Urban Residents in Norwalk, Connecticut*
 - Advisor: Dr. James T. Roberson
- ♦ **Master of Divinity** with an emphasis in Ethics, Payne Theological Seminary, 2004 – 2007
Wilberforce, Ohio. Graduated top of the class with high academic honors
- ♦ **Bachelor of Arts in Theology** with an emphasis in African Studies 1992 – 1997
Bryant Theological Seminary, African Methodist Episcopal University, Monrovia, Liberia
- ♦ **Diploma in General Science**, Monrovia College, Monrovia, Liberia 1990 – 1992

PROFESSIONAL/ADMINISTRATIVE EXPERIENCE

- **Pastor – Bethel African Methodist Episcopal Church,**
Norwalk, Connecticut (USA) 2009 – Present
- **Member – Board of Trustees** of the African Methodist Episcopal Church,
New England Conference (USA) 2010 – Present
- **Dean – New England Conference Ministerial Institute**
African Methodist Episcopal Church (USA) 2022 – Present
- **Co-Chairperson – Martin Luther King, Jr., Corridor Economic Development Initiative (Norwalk, CT) (USA)** 2019 – Present
- **President – Interdenominational Ministers' Fellowship of Norwalk and Vicinity (USA)** 2017 – Present
- **Associate Dean – New England Conference Ministerial Institute**
African Methodist Episcopal Church (USA) 2010 – 2021
- **Chief Administrator,** Geda African Methodist Episcopal High School
Brewerville, Liberia 2003 – 2004
- **Chairperson,** Board of Examiners & Ministerial Training Institute
Liberia Conference AME Church, 14th Episcopal District 2001 – 2004

- **Presiding Elder – AME Church**
Gbarnga District, 14th Episcopal District, West Africa 2000 – 2004
- **Vice-Chairperson – Board of Education**
Salvation and Deliverance Academy, Monrovia, Liberia, 1995 – 1999
(A school providing education for the less fortunate within Greater Monrovia, Liberia.)
- **Director of Social Services/Personnel Director**
Africa Charitable Development Organization, Monrovia, Liberia. 1994 – 1997
- **Pastor – Greater Green Memorial AME Church, Clay-Ashland, Liberia** 1991 – 2000

TEACHING EXPERIENCE

- **Lecturer – Ministerial Studies, Yale Divinity School (New Haven, CT)** 2014
- **Pastoral Resident/Instructor (Old Testament)**
Historic Charles Street AME Church, Boston, Massachusetts 2007 – 2009
- **Teaching Assistant, African Methodist Episcopal University,**
Monrovia, Liberia 2001 – 2004
- **Faculty Representative to the Administration**
Monrovia College and Industrial Training School, Monrovia, Liberia 2000 – 2004
- **Instructor – African and Religious Studies**
Monrovia College and Industrial Training School, Monrovia, Liberia. 1997 – 2004

COMMUNITY INVOLVEMENT

- **Member – Mayor’s COVID-19 Vaccination Taskforce (Norwalk, CT)** 2020 – 2021
- **Member – The Mayor Select Committee on Equity and Justice for All**
(Norwalk, CT) 2020 – 2021

PROFESSIONAL INTEREST

- ♦ African Studies
- ♦ Ethics
- ♦ Leadership Studies
- ♦ Philosophy
- ♦ Religious Studies

REFERENCES: Available upon request.

Joseph E. Mann

Jemann1985@gmail.com

28 Lexington Avenue, Norwalk, CT 06854

(203) 246-2444

Community oriented individual seeking an appointment to the Fair Housing Advisory Commission of Norwalk Connecticut to assist with monitoring private and public housing practices for compatibility with fair housing laws and objectives, identifying problem areas and making recommendations to the Mayor, Common Council and Housing Site Development Agency/Norwalk Redevelopment Agency and other appropriate city agencies/commissions.

RELEVANT EXPERIENCE**NORWALK ECONOMIC OPPORTUNITY NOW, INC., Norwalk, CT***President & Chief Executive Officer (April 2006 – June 2012)*

- Promoted to provide executive leadership of \$14 million private non-profit organization providing comprehensive social services that centers on education, public/social advocacy, economic development, children and families, community development, workforce development, self sufficiency, housing and transitional services.
- Functioned as spokesman for state-wide and regional community action agencies. Served as Vice Chair of the Connecticut Association for Community Action (12 agencies) and as President of the New England Community Action Partnership (6 states-64 agencies).

Deputy Director (June 2004 - April 2006)

- Responsibility for all operational and service programs.

Director, Technology & Development (1996 -2004)

- Introduced and implemented organization's local area and wide area networking operations and equipment.
- Managed Section Eight Housing Assistance Program.

Connecticut General Assembly, Hartford, CT*State Representative (January 2003 – January 2007)*

- Elected to represent the 140th District (Norwalk) for two terms. Election followed several years as elected member and President of the Norwalk Common Council.
- Served in the CT legislature as a member of Human Services, Labor, Higher Education & Employment Advancement Committees and Vice Chair of the Select Committee on Housing.

LEADERSHIP AND COMMUNITY EXPERIENCE**Norwalk Community Health Center Board of Directors, 2005-present, currently serving as Chairman****Norwalk Hospital Board of Trustees, 2005-2014, served as Board Secretary 2009-2012****Maritime Aquarium of Norwalk, Board of Trustees, 2006-2011, also previously served as member of Authority****Norwalk YMCA Board of Trustees, 2005-2011****Norwalk Branch NAACP, Treasurer, 2008-2012, 2014-present****Norwalk Common Council, Represented District B, 1991-1995 & 1998-2003; Council President 2001-2002****Second Taxing District Electrical Commissioner, Vice Chair****Norwalk Housing Partnership****Norwalk Democratic Town & City Committee, Vice Chairman, three 2- year terms****District B Democratic Committee, Chairman, three 2-year terms****COMMUNITY SERVICE RECOGNITIONS**

100 Most Influential Blacks in the State of CT for 2009 and 2011, Connecticut State Conference of the NAACP

The Thurgood Marshall Community Service Award, Quinnipiac University, Black Law School Student's Association

Omega Man of the Year, Alpha Nu Chapter of Omega Psi Phi Fraternity, Inc.

Man of the Year, G. W. Carver Foundation Youth Development Program

Recognition Award for Outstanding Advocacy, Mid Fairfield Child Guidance Center

Recognition Award for Outstanding Legislative Leadership, Connecticut Community Providers Association

Community Service Award, Parent Leadership Training Institute (PLTI)

The Reverend J. P. Ball Award for Community Leadership, Norwalk Branch NAACP

Distinguished Service and Superior Service Awards, Alpha Nu Chapter, Omega Psi Phi Fraternity, Inc.

(D)

SHERI BROWN

• 203-515-9754 • sherib880@gmail.com

34 Riverview Dr.

06850

Communications Professional

PROFILE

Accomplished professional who has a proven record of success in developing and executing public awareness initiatives, managing social media, and planning and coordinating events. A savvy problem solver accustomed to working with a variety of stakeholders with diverse backgrounds and experiences. Successfully works with government leaders, elected officials and the media. Excels in dynamic environments while remaining pragmatic and focused. Possess superior skills in building in consensus, negotiating, and creative thinking.

PROFESSIONAL HIGHLIGHTS

Developed and implemented Communications Plan including creation and production of quarterly newsletters, fact sheets, talking points, media releases, and all collateral material; prepared press packets for the media, staff, parents, and business community to promote the accomplishments and achievements of the district

Created press releases, media alerts, and other announcements to promote District events, award ceremonies, and achievements and accomplishments of the District

Created and developed collateral material including fact sheets, talking points, brochures, and other materials

Improved organization's image through effective brand management, content placement, and leveraging partnerships

Managed website and drove efforts to establish social media presence including analysis of search engine optimization (SEO), and Google Analytics.

Led efforts to re-design agency's website that resulted in increased website traffic

Served as organization liaison and attend local committee meetings and City meetings as necessary

Supported and advised Board of Education, School Administrators, Central Office Staff, and others to facilitate communications, public relations, and programs

Coordinated and assisted with District Initiatives including annual budget, curriculum revision, and new teacher evaluation plan

Served as crisis intervention point person

Collaborated with outside agencies to leverage communications opportunities

Maintained daily contact with the media including television, radio, and print to create platforms for presenting the district in the best possible light

Facilitated positive communication with local organizations such as government agencies, non-profits, and elected officials to foster understanding and collaboration

Planned and executed special events, programs, and ceremonies to promote the achievements and accomplishments of the district including the execution of a ceremony to commemorate the completion of a \$70 million high school building renovation

Designed and developed effective messaging to align with the district's mission, communication plan, and goals/objectives

Advised schools on public relations, media, and communications strategies

Launched and managed social media efforts to enhance audience engagement and capture multiple audiences

EXPERIENCE

Public Relations/Outreach Associate Arch Street Communications, White Plains, NY	• 2017-Present
Resource Development/Communications Norwalk Housing Authority, Norwalk, CT	• 2010-2014
Public Affairs Officer Norwalk Public Schools, Norwalk, CT	• 2000-2009

EDUCATION

Post University	Masters Degree Public Administration
Long Island University	Bachelors Degree Communications

Steven Glenville Ferguson

203.524.9795

Email: ferguson06902@gmail.com

<https://www.linkedin.com/in/thebanker>

U

7 Roosevelt Street
Norwalk, CT 06851

Profile

A seasoned financial business banking officer implementing business development initiatives to acquire new customer relationships and to retain current client relationships for a reputable mutually held financial institution. Perceived as a solution based team member with problem solving skills. Goal driven using relationship focused behaviors with attention to meet timely deadlines. Skilled communicator with management qualities needed to perform independently and in a team environment.

Accomplishments

Bank of America

Vice President- Business Banking Lender

2020-Present

Primary duties involve the development of new to bank business relationships in lower Fairfield County, CT. Relationship manager with a diversified loan portfolio of various businesses and industries. Presents full service suite of business banking solutions, offering business banking products to service prospective and existing business clients and their employees.

- Commercial Relationship Manager and Business Development Officer for commercial customers.
- Responsible for aggressively soliciting and servicing prospective customers, producing a variety of commercial loans. Generating and managing a portfolio of business and corresponding relationships.
- Establishing and expanding the existing book of business for branches from Greenwich to Fairfield, CT covering five branches in lower Fairfield County.
- Responsibilities include periodic financial reviews of existing clients. Review total relationship to ensure maximum utilization of all banking services and corporate initiatives are met and used. Joint calling efforts, marketing and referral management. Analyze each client's historical financial trends to anticipate current cash flow and long term needs.
- Non-Profit, Construction, SBA Express, 7A and 504, Commercial Industrial, Medical, Manufacturing and Start-Up Lending

First County Bank

Asst. Vice President- Business Banking Lender

2015-2020

Primary duties involve the development of new to bank business relationships in lower Fairfield County, CT. Relationship manager with a diversified loan portfolio of various businesses and industries. Presents full service suite of business banking solutions, offering business banking products to service prospective and existing business clients and their employees.

- Commercial Relationship Manager and Business Development Officer for commercial customers.
- Responsible for aggressively soliciting and servicing prospective customers, producing a variety of commercial loans. Generating and managing a portfolio of business and corresponding relationships.
- Establishing and expanding the existing book of business for branches from Greenwich to Fairfield, CT covering five branches in lower Fairfield County.
- Responsibilities include periodic financial reviews of existing clients. Review total relationship to ensure maximum utilization of all banking services and corporate initiatives are met and used. Joint calling efforts, marketing and referral management. Analyze each client's historical financial trends to anticipate current cash flow and long term needs.
- Non-Profit liaison for the First County Foundation. Relationship manager of the bank's community based non-profits. Monitor their long standing relationship, delivering over \$630,000 in grants per year.

- Daily communications with all referral sources, weekly branch huddles and management conference calls.
- Joint calling with senior management, branch personnel and Center of Influences to present the banking story and the community commitment to the clients we serve.
- Quarterly measures include Lending, Deposits, Merchant Services, Payroll and Cash Management

Selected Achievement:

Recipient of the Fairfield County's 40 under 40 award in 2016

Exceeded commercial loan and deposit goals for 2016, 2017 and 2018.

First Niagara Bank
Vice President- Small Business Banking

2014-2015

Primary duties involve the strategy development to identify, source and present all business banking solutions by offering business banking products to service prospective and existing business clients and their employees. (Merger with Key Bank in 10/2015 resulted in the division moving out of state, recruited by First County Bank prior)

- Responsible for establishing and expanding the existing book of business for branches from Greenwich to Shelton, CT the 14 branches in Fairfield County.
- Daily communications with all referral sources, weekly branch huddles and management conference calls.
- Joint calling with management, branch personnel and Center of Influences to present the banking story and the community commitment to the clients we serve.
- Quarterly measures include Lending, Deposits, Merchant Services, Payroll and Treasury Management

Selected Achievement: Within first 90 days of employment closed a permanent commercial mortgage in 21 days.

JP Morgan Chase Bank
Business Banker/Officer

2010-2014

Primary duties involve acquiring and the servicing of commercial, small business and private client relationships through sales efforts. Daily solicitations of various small business lending and deposit solutions. Lead prospecting contact person. Coordinate branches, center of influence and referral leads.

- Provided complex commercial lending solutions through financing options such as temporary financing, permanent commercial mortgages, lines and letters of credit.
- Coach branch personnel to implement daily activities to connect multiple layers of business opportunities.
- Lead in implementing various business development efforts, including show coaching, follow-ups on referrals and provide result to management with best practices.
- Refer and coordinate with various professional contacts to maximize relationship potentials.
- Lead business banker for new businesses in the area. Utilize all search tools in local municipalities to identify new businesses.

Selected Achievement: Honored with MVP award by the National Sales Division at Chase in 2010 and 2013.

Grew book of business from 9MM to 14MM

Commerce Bank/ TD Bank, Norwalk, CT

2007- 2010

Store Manager/Business Development Officer/Assistant Vice President

Primary responsibilities included the overall management of branch sales, service, client relationship building, portfolio growth, and profitability of the branch. Develop and direct branch performance levels and implement effective solutions for revenue improvement in targeted areas.

- Provided direction and coaching to branch staff concerning pro-active sales techniques/activities, timing of campaigns and measurement of results.
- Responsible for hiring, performance improvement plans, reviews, promotions, salary recommendations and terminations of their direct reports.
- Lead analyst on client portfolios. Direct client contact and relationship building. Examine the financial structure of personal and business clients to provide sound advice to upper management for relationship expansion or reduction. Analyzing financial trends of the market, gathering reports, to facilitate staff meetings.
- Travel to prospective client's place of businesses and residences to provide exceptional service and personal touches to complex and irregular financial transactions.

People's Bank, Stamford, CT

2004- 2007

Financial Services Manager/Assistant Vice President

Primary responsibilities included the overall management of branch sales, service, client relationship building, portfolio growth, and profitability of the branch. Develop and direct branch performance levels and implement effective solutions for revenue improvement in targeted areas.

- Provided direction and coaching to branch staff concerning pro-active sales techniques/activities, timing of campaigns and measurement of results.
- Responsible for hiring, performance improvement plans, reviews, promotions, salary recommendations and terminations of their direct reports.
- Lead analyst on client portfolios. Direct client contact and relationship building. Examine the financial structure of personal and business clients to provide sound advice to upper management for relationship expansion or reduction. Analyzing financial trends of the market, gathering reports, to facilitate staff meetings.
- Travel to prospective client's place of businesses and residences to provide exceptional service and personal touches to complex and irregular financial transactions.
- Provide direction to ensure monetary and lending compliance procedures are in place to support Federal and State driven laws.

Selected Achievement: For the 2nd and 4th Quarter 2005 awarded a bank wide competition of exceeding by far in Profitability and Revenue targets. The best branch out of 160 branches in Connecticut for 4th Quarter 2005 "MVP award" for best out of the best in Feb 2006. Top performer of closed Mortgage and Equity based products of People's Bank in Annual sales for the 2006 year.

Wachovia National Bank, Stamford Executive Office, Stamford, CT
Financial Specialist Officer

1999 - 2004

Primary responsibilities involve acquiring and servicing personal and business clients. Provided deposit products, insurance, investments and residential and commercial Loans. Regular reviews of credit risk, cash flows, and financial statements to lend.

- Analyze client portfolios and make recommendations in order to assist clients in attaining their financial goals.
- Perform reviews of clients' current financial resources and financial position, identify appropriate products that will fit their needs and provide added value to their existing portfolio.
- Assist in implementing various business development efforts, including conducting telemarketing solicitations and sales seminars.
- Collaborate with the residential mortgage processing team on documentation needed, call-outs for documentation/follow-up as well as communication the loan decision to the customer.
- Plan and execute business goals and objectives to acquire \$1M in business and personal loans; \$650k in new client deposit accounts; and \$300k investment portfolios per month.

Selected Achievement: Inducted into "*High Five Club*" within one year of employment.

Education/Certifications:

- University of Connecticut-pursuing Bachelor of Science in Business Administration
- Massachusetts Banking Institute- Certified Commercial Lender
- Connecticut Conference of Municipalities CCM trained
- State of Connecticut Life and Health Insurance License
- Investment Company Products/ Variable Contracts-Series 6
- Investment Company Products/ Variable Contracts-Series 26
- Uniform Securities Agent State Law Exam-Series 63
- National Mortgage License ID 201750
- American Bankers Association- Business and Consumer Credit Underwriting, Tax Preparation and Review.
- State of Connecticut Notary Public

Boards/Interests:

- Vice Chairman- Planning and Zoning Commissioner City of Norwalk, CT 4th Term
- City of Norwalk Capital Budget member
- President-Board of Directors Human Services Council
- Board of Directors (Treasurer) Side by Side Charter School Norwalk, CT
- Board of Directors STAR Lighting the Way, Inc.
- Past Secretary of the Rotary Club Norwalk CT
- Ambassador Norwalk, CT Chamber of Commerce

References upon request

Benjamin Hanpeter

262 East Ave. APT 2

Norwalk, CT 06855

(323)-388-8947 | bhanpeter@gmail.com | [linkedin.com/in/bhanpeter/](https://www.linkedin.com/in/bhanpeter/)

Personal Statement

Motivated and engaged member of the community seeking to make a positive difference in Norwalk by promoting biking and walking as practical, safe, and sustainable modes of transport for all residents. Walkable and bikeable neighborhoods promote stronger communities, economic growth, and public health and safety. My engineering background gives me experience with solving complex problems, engaging diverse stakeholders, and proposing solutions in a clear way.

Relevant Experience

Bike/Walk Commission Meeting Participant January 2022 – Present

- Attend public outreach events for walking and biking (Sustainable Streets Happy Hour, National Night Out).
- Worked with Chairman Thompson to develop a list of potential bike rack locations for consideration by TMP, and categorized them by priority, location type, and neighborhood.
- Maintain the [Norwalk Bike Racks Map](#) by plotting new bike racks and taking pictures.
- Attend monthly meetings and submit written comments and verbal remarks.

Bicycle Commuter April 2022 – Present

- Commute daily via e-bike from my apartment in East Norwalk to my workplace in Wilton.
- Visit nearby friends and run errands via e-bike where feasible.
- Gained insight into which areas of the city are accessible via bike, and which are currently more dangerous.

East Norwalk Neighborhood Association Meeting Participant June 2022 – Present

- Attend Association meetings and discuss neighborhood news and issues, including the experience of walking and biking in East Norwalk.

P&Z Commission and Redevelopment Agency Meeting Attendee February 2022 – Present

- Attend Commission and Agency meetings and submit written comments and verbal remarks.

Skills

- Stakeholder Engagement
- Public Speaking
- Public Presentations
- Technical Writing (3+ yrs.)
- Data Analysis (1+ yr.)
- MS Excel (3+ yrs.)

Education

B.S. Mechanical Engineering, University of Colorado Boulder
Honors: *magna cum laude* (GPA 3.82), Dean's List (6 semesters)

May 2020

Work Experience

ASML

Mechanical Design Engineer

Wilton, CT

January 2021 – Present

CU Boulder SAE Baja Team

Lead Drivetrain Engineer

Boulder, CO

July 2019 – August 2020

City of Boulder Department of Parks and Recreation

Recreation Center Cashier/Manager on Duty

Boulder, CO

May 2018 – September 2019

AMY RICHARDSON

U
74 County Street
Norwalk, CT 06851

CONTACT

✉ amyrichardson63@gmail.com
🔗 www.linkedin.com/in/amyrichardson63
☎ 860.575.0667

EDUCATION

Vermont Law School – graduated fall 2014
Masters of Environmental Law and Policy

University of Connecticut – graduated 2013
Bachelor of Science
Major: Natural Resources
Dual Concentrations in Climate & Water Resources and Fisheries & Wildlife Conservation

TECHNICAL PROFICIENCIES

- LEAN Kaizen
- Microsoft Office Suite
- Zoom
- Introduction to The Four Agreements
- Remediation Standard Regulations of Connecticut
- 24-Hour HAZWOPER
- 8-Hour HAZWOPER Site Worker Refresher
- ArcGIS
- First Aid/CPR Training

LEADERSHIP

- Annually hires and mentors seasonal staff and new Divisional staff
- Participated in planning and coordinating tri-annual Remediation Roundtable – 2015 through 2019
- Presented at the Remediation Roundtable – March 2017, October 2018, March 2019
- Presented at Remediation Standard Regulation Training workshop – 2015, 2016, 2017, 2018, 2019
- The Connecticut Society for Women Environmental Professionals member – 2019-2021
- Environmental Professionals of Connecticut member – 2015 - 2020
(Young Environmental Professionals member, assisted in teaching April 2018 ELUR study group at Woodard & Curran)

WORK EXPERIENCE

Client Concierge Team, Office of Planning and Program Development, Office of the Commissioner

**Connecticut Department of Energy and Environmental Protection
Hartford, CT, July 2020 – Present**

- Provides permit assistance for, coordinates, and track over 100 highly-complex, multi-media permit projects requiring an added level of assistance and priority;
- Program development for the Client Concierge Service and Environmental Justice program, redesigning over 25 webpages and permit program interfaces with external marketing consultants to streamline permits for sustainable program management for enhanced user experience;
- Creates content for LinkedIn and other social media for Client Concierge Services, including informational brochures and factsheets. Member of the hiring committee for new Media Relations Manager, division point person for Dept.-wide communications team;
- Lead permit assistance pre-application meetings for sites facilitating efficient sequencing and accountable timeframes, writes meeting summary reports – over 95% satisfactory rating for more than 100 meetings in 2021, increasing yearly;
- State/EPA Program Coordinator overseeing over \$10 million in grant funding, negotiations, and agreements between EPA and State programs to meet Agency goals and budgets;
- Point person for the Client Concierge Service public email inbox with daily inquiries;
- Leading online stakeholder engagement forums, receiving and analyzing public comments, providing a plan and policy suggestions for future engagement (Solar Stakeholder Engagement (STEPS), Concierge Permit Assistance Advisory Committee, off-shore wind);
- Updates Department-wide enforcement documents to ensure Department-wide consistency and clarity for compliance and enforcement goals.

Environmental Analyst II, Remediation Division, Bureau of Water Protection and Land Reuse

**Connecticut Department of Energy and Environmental Protection
Hartford, CT, March 2015—July 2020**

- Lead on over 40 Environmental Land Use Restriction projects (ELUR, CGA 22a-133q-1 through 22a-133q-10) and participated in developing policy and procedure for the program, expert with title search issues;
- Lead for compliance and enforcement actions and initiatives for the Property Transfer Program including drafting standard operating procedures and templates for divisional staff for multi-program enforcement tools including PTP, SEH, RCRA and ELUR sites; developed and presented compliance briefing for staff, management, legal counsel, and Office of the Attorney General. Interim Program Coordinator from May 2019 through Sept 2019;
- Lead for the Significant Environmental Hazard (SEH) Program (CGA 22-6u) for over 60 sites, develop programmatic streamlining, Interim Program Coordinator from Nov 2019 through July 2020;
- Responsible for regulation drafting, promulgation, and implementation of amendments to and regulatory documents for RCSA 22a-133k-1 through 22a-133k-3 and RCSA 22a-133q-1;
- Built and maintained 2 GIS mapping tools for both the DEEP staff and the public, built and maintained various access databases supporting various programs;

Lunise Constant

www.linkedin.com/in/luniseconstant

Norwalk, CT

Constantlune@gmail.com

203.803.9652

4 Dixie Lane
Norwalk, CT 06858

EDUCATION:

B. S. Labor Relations and Human Resource Management

Eastern Connecticut State University, Willimantic, CT

Minors: Pre-Law & Political Science

GPA: 3.39

JOB EXPERIENCE:

Bloomington, Norwalk, CT

October 2021- Present

Administrative Support Colleague

The ASC's primary responsibilities are colleague and customer facing in support of the General Manager. Tasks include acting as the HR liaison for roughly 115 employees, while encouraging the use of self service, and performing administrative tasks that support the forward movement to daily business

- Maintain a professional attitude with sincerity and enthusiasm reflecting Macy's Inc commitment to the customer
- Create a supportive environment where colleagues and management feel heard
- Coordinate all functions of the hiring process and candidate management including pre screening and correspondence with applicants, scheduling interviews with store management, and coordination of onboarding
- Balance vault and perform cash functions on a daily basis

Litigation Management Inc, Remote Record Acquisition Intern

June 2021-August 2021

- Act as liaison between record providers and LMI to facilitate efficient collection of full and accurate records
- Ensure record collection efforts are in compliance with legal and quality standards
- Maintain detailed and thorough notes from interactions with providers

Eastern Connecticut State University, Willimantic, CT Resident Assistant

August 2020- May 2021

- Assist roughly 90 residential students in realizing and implementing a mature approach to personal conduct
- Planned and facilitated social and educational programs throughout each academic semester
- Maintained bulletin boards, created flyers, and managed E-Life with accurate, up to date, & useful information for university

Keystone House, Norwalk, CT Office Assistant/Intern

July 2017 – August 2022

- Electronically maintain and update inventory and content for 3 properties utilizing Excel
- Input patient financial data related to rental payments at close of fiscal year
- Organizational skills apply to routine office tasks and maintenance of filing system

Eastern Connecticut State University, Willimantic, CT
Employer Relations Intern

March 2019- January 2021

- Recruited employers to attend career fairs via email, warm, and cold calls
- Researched internships and entry level positions and posted to Symplicity Career Management Software daily
- Fostered relationships with employers to promote Eastern students as potential hires for the sake of finding full time jobs and internships

Americares, Stamford, CT, Remote
Human Resource Intern

May 2020-August 2020

- Adaptive abilities applied to administering general HR support to Americares in a remote environment
- Used research skills for the development of weekly presentations as a part of a Professional Development Series
- Developed and presented group intern project to Americares Board of Directors

LEADERSHIP

Church Choir
Secretary

June 2014 – December 2019

- Take notes and keep all records of Choir meetings up to date
- Create and keep updated a roster with contact information for all members
- Responsible for creating and sending invitations for upcoming events and socials

VOLUNTEERING/ACTIVITIES:

- | | |
|---|--------------------------|
| • The Black Men's Empowerment Project | Member 2021 |
| • Mayor Summer Youth Employment Program | Interviewer – April 2021 |
| • Zamar Performing Arts- Social Media Team | June 2020 – Feb. 2022 |
| • Sunday School Teacher | Dec. 2015 – Dec. 2020 |
| • Big Brother Big Sister Mentorship Program | Nov. 2018 – Feb. 2020 |
| • Note Taker | Sep. 2017 – Dec. 2018 |
| • SPEF Mentorship Program | Dec. 2016 – May 2017 |

TECHNICAL / NON-TECHNICAL SKILLS / CERTIFICATIONS:

- Fluent in Haitian Creole
- Microsoft Word, Power Point, Excel, Kronos
- Notary Public

Relevant Courses: Business Law I, American Government/Politics, Job Satisfaction And Motivation, Constitutional Law I: Powers/Process, Leadership In Organizations, Law And Society, Organizational Behavior, Seminar In Diversity At Work, Women and Work, Human Resource Management

Activities: United Voices of Praise, Intervarsity Christian Fellowship Club, Knit Wits, Student Ambassador, Church Choir- Live in Triumph

Ashley S. Gulyas (she/her)
ashley.elizabeth.snyder@gmail.com / 203-314-2513
Instagram: @diversify.our.parenting

D

5 City View Drive
Norwalk, CT 06850

Music educator with 14 years of experience teaching general music and choir to students with language-based learning differences and early childhood music. I am passionate about social justice and diversity, equity, and inclusion work, especially in education.

Professional Background in Music Education

Work Experience

Music Teacher

The Children's School, Stamford, CT

September 2021 - present

- Teaching music to children ages 3-8

Music Teacher

Eagle Hill School, Greenwich, CT

September 2009 - June 2021

- Taught music to children ages 5-15 with language-based learning differences

Piano Teacher

2009 – 2018

- Taught private in-home piano lessons

Education

Empowering Little Leaders:

Exploring Race, Identity & Equity in Early Childhood

Music Music for Kiddos, April 2021

Master of Science in Music Education

Western Connecticut State University in Danbury, CT

2010 – 2012

Bachelor of Music in Music Education

University of Delaware in Newark, DE

2005 – 2009

Certifications

CT Professional Educator Certificate (049 Music,

PK-12) CPR

Passion for Diversity, Equity, and Inclusion

Education

Diversity and Inclusion Certificate

Cornell University

Completed: August 3, 2021

Social Justice Challenges, Learning Series, & Webinars

Completion of the YWCA of Dayton's

21-Day Racial Equity & Social Justice Challenge

June 2020

Becoming Antiracist Part II:

A Learning Series for White "Liberal" Teachers Organized

by Paul Gorski & the Equity Literacy Institute August 2020

Co-conspiratorship: How White Educators Should

Approach & Teach Black History

Hosted by Abolitionist Teaching Network

January 2021

Black Lives Matter in the Classroom:

A Conversation with Experts

Hosted by Lee & Low Books

February 2021

Black Lives Matter: What Does It Really Mean and Why?

With Nyle Fort, hosted by CAIS

February 2021

Intersectionality and Abolitionist Teaching:

Centering Queer Voices

Hosted by Abolitionist Teaching Network

April 2021

First Congregational Church on the Green, Norwalk, CT

Deacon of Programs

- Responsible for programming for all ages in a church that is committed to social justice

Member of Gospel Choir & Social Justice Book Club

Triangle Community Center, Norwalk, CT

Volunteer since June 2021

Kendrick Constant

Kendrickconstant27@gmail.com | Norwalk, CT | 203-644-5574

4 Dixie Lane
Norwalk, CT 06850
R

EDUCATION

Eastern Connecticut State University, Willimantic, CT
Bachelor of Science in Finance, GPA: 3.7
Minor(s) in Accounting and Business Information Systems
Harvard Online Business School - Entrepreneurship Essentials

May 2018

PROFESSIONAL EXPERIENCE

RSM, Stamford CT

November 2021 - Present

Experienced Associate

- Perform internal control operating effectiveness testing, and substantive procedures over trial balance accounts
- Train intern(s) and other team members as assigned, perform other duties as assigned.
- Prepare accounts payable/receivable; test dividend payments to shareholders; bank reconciliations; record general ledger entries.
- Assist with the reconciliation of cash, accounts receivable, accounts payable, fixed assets, trial balances, and PBC workpapers
- Actively establish plans to meet deadlines in advance and maintain accountability for self and client-assigned tasks
- Actively seek the most efficient approach in adding value to jobs eliminating wasted, nonvalue added tasks in order to meet chargeability goals.

Constant Consulting, Norwalk CT

July 2021 – Present

Principal, Founder

Constant Consulting was founded by Kendrick Constant in 2021, Kendrick Constant saw a growing trend of marginalized groups who needed assistance navigating certain areas such as credit repair and business development. In response to this trend Constant Consulting was created. Created with the intention of making a commitment to be trustworthy, work with integrity, and create plans that ensure the longevity for each and every one of our clients. Constant Consulting is a multifaceted company that focuses on advancing the world by being forward thinking. We provide financial coaching and credit repair tailored toward underrepresented individuals with cultural and language barriers. On a business-to-business level, Constant Consulting provides a hands on approach to advance the growth of clients served. We work with an infinite long-term mindset, cross sell and share innovative ideas to help clients achieve current objectives, while trekking toward long term goals.

Cohnreznick, Stamford CT

November 2020 – July 2021

Assurance Associate

- Understand clients' accounting systems and apply concepts of materiality and audit risk. Perform procedures
- Understand company policy, accounting, auditing procedures and performing procedures in accordance with firm standards
- Prepare work papers that are informative, indexed, cross-referenced and can easily be understood and explained.
- Alert management in a timely fashion of any issues, constraints, challenges, and/or scheduling conflicts that may arise
- Manage daily client workflow and multiple client projects at any given time. Resolve audit issues and obtain evidence.
- Work on a variety of client deliverables including preparation of financial statements, performing lease testing, payroll testing, cash, disbursement testing, auditing accounts payable, performing searches for unrecorded liabilities, maintaining confirmation logs and preparing, audit work papers.

PricewaterhouseCoopers

August 2018 – Oct 2019

Risk Assurance Experienced Associate

- Assisted management with the development of client scope, key business processes, and IT risks
- Performed IT process walkthroughs to gain an understanding of client processes, assess design effectiveness, company policy and develop detailed test plans and next steps for IT general controls testing.
- Supervise, train, and mentor Service Delivery staff on documentation, controls testing, control irregularities
- Provided first-level quality and technical review of staff and intern workpapers
- Independently managed Service Delivery teams in Buenos Aires to Manila Philippines, and India
- Create test steps and control mapping for client's SOC 1, SOC 2 Type 1, SOC 2 Type 2 processes
- Create and implement custom project management templates
- Drive team collaboration to create efficiencies throughout SOX audit Engagement(s)
- Exposed to several applications through testing including Workday, AWS, Jira, SAP Concur, Google G Suite, and Oracle
- Collaborate with client's internal audit team to coordinate ITGC SOX walkthroughs, control design/operating effectiveness testing
- Participated in the implementation of new processes and corrective action plans to ensure SOX compliance

COMMUNITY SERVICE

A Better Chance, New Cannon, CT
Resident Academic Advisor

November 2020 – Present

- Establish and maintain relationship with high-school scholars and their families
- Maintain knowledge of scholars' courses and academic performance
- Educate scholars on good organizational, planning and study skills
- Supervise evening study hours for scholars during the week. Including weekend study hours
- Ensure scholars are completing course work by monitoring PowerSchool portal

R - 26 Point Road
Norwalk, CT 06854

Anne Yang is a Managing Director, Strategic Portfolio Manager & ESG Committee Chair for Star Mountain Capital, an investment firm focused on small business private lending and equity investments with over \$3 billion in assets under management. In 2017, she sold her broker-dealer, Cadwyn Point Partners (“Cadwyn”), to Star Mountain Capital. Anne founded Cadwyn in 2010 as a strategic financial advisory firm helping small firms maximize their value in public and private markets.

Prior to Cadwyn, Anne was a Managing Director in investment banking and mergers and acquisitions at Goldman Sachs, Bank of America and Citigroup. Her work and transactions encompass private placements and public offerings of equity and debt and mergers and acquisitions. She started her investment banking career in 1988 in First Boston's Merchant Banking Group investing firm capital in leveraged buyouts and venture capital.

Anne served on the Board of Estimate and Taxation for the City of Norwalk from 2013 to 2017 and their Planning Commission from 2011 to 2013. She was a board member of the Southwest Regional Planning Agency (“SWRPA”) from 2012 to 2013 and the Norwalk Senior Center from 2013 to 2016..

Anne received both her BS and MS in Mechanical Engineering from MIT in 1983 and her MBA from the Wharton School, University of Pennsylvania in 1986. Anne lives in Norwalk with her teenage daughter Catherine, dogs Skye and Iona, cat Sasha and 9 rescue chickens.

Peter F. Fullam

President

Peter F. Fullam

Fullam's Inc
104 Wall Street
Norwalk, CT 06850

(203) 853-3501
peter@fullamswindows.com

EXPERIENCE

Versatile business leader bringing **40** years of experience as an accomplished **Retail Business Owner**. Strategic problem-solver, change manager and visionary executive with success implementing plans to meet current and future needs. Key expertise in **Home Furnishing/Window Treatments**.

SKILLS

Fullam's Window Treatments

JUNE, 1979 - PRESENT

- Talent Recruitment
- Capital and Resource Management
- Strategic Planning
- Organizational Leadership
- Integrity and Transparency
- Industry Expertise
- Sales, Marketing and Manufacturing
- Attention to Quality
- Hired and managed employees to maximize productivity while training staff on best practices and protocols.
- Supported and supervised teams of design professionals.
- Developed and implemented new strategies and policies in collaboration with executive partners to establish and achieve long-term business objectives, providing company with strong and sustainable organizational leadership.
- Led operational team in creation, roll out and management of new product lines.

CIVIC

- Member of Norwalk Chamber of Commerce for over 25 years.
- Cranbury Baseball - coach/manager for 10 years: 1995-2005

- Served on the Norwalk tax revaluation committee and merchant parking committee under Mayor Esposito
- Past President of the Norwalk Merchants' Association
- Held many roles on the Harbor View Beach Company board; over 20 years of service, including Vice-president

EDUCATION

Saint Michael's College, Colchester, VT

Bachelor of Science - Economics

Susan Dunlap
Berkshire Hathaway HomeServices NE Properties
165 Rowayton Avenue
Rowayton, CT 06853
susandunlap@bhhsne.com
917.589.5780

PROFESSIONAL EXPERIENCE:

Susan is a full-time career real estate professional with a strong background in interior planning and design, project management and business development. Prior to entering the real estate profession, she had a successful career with 25+ years of experience working with Architectural/Interior Design Firms, Corporate Planning and consulting with firms specializing in corporate and retail interiors for Fortune 500 companies.

Whether working with seasoned real estate investors or first-time homebuyers, she understands that buying or selling a home can be a stressful, emotional time. Her determined focus to follow through detail by detail to the end has provided a tremendous benefit to her clients. Her design skill set is a perfect asset for her real estate clients as she can envision potential opportunities and provide guidance in staging homes for sale. Commitment, responsiveness, enthusiasm, and a sense of humor are some of the ways her clients have described her. The focus of her business is Fairfield County, CT. She has lived in Rowayton/Norwalk for 30+ years.

EDUCATIONAL/PROFESSIONAL BACKGROUND:

- Bachelor of Science, Interior Design, Miami University, Oxford, OH
- Master of Business Administration, Executive Program, University of New Haven, New Haven, CT
- Susan Dunlap Interiors, NY and CT
- GTE, Stamford, CT - Corporate Facilities Planning and Design – Received the Chairman's Leadership Award for Outstanding Performance
- JSA Architects, Pittsburgh, PA - Director of Interior Design/Associate

PROFESSIONAL ASSOCIATIONS:

- National Association of Realtors (NAR)
- Connecticut Association of Realtors (CAR)
- Darien Board of Realtors
- SMART MLS (CT)

PRESENT & PAST COMMUNITY INVOLVEMENT:

- Hilltop Homes Board of Directors - Co-Chair Renovation Committee
- Rowayton Civic Association Board
- Rowayton Little League Board
- The Center for Hope Luminary Project-Town Captain Rowayton
- Rowayton Elementary School and Brien McMahon High School - PTA Fundraising Committees

Personal:**Residence:** 62 Bayne Street, Norwalk 06851 (Aug. 1983 – Present)**Citizenship:** USA (Naturalized, 1978)**Place of Birth:** Republic of Panama**Immigrated to USA:** Sept. (Age:20)**Bilingual Proficiency:** English and Spanish **Heritage:** Multinational of African-Jamaican heritage**Wife:** Lupita Q. Williams – Retired Norwalk Public School Teacher**Children:** Omar A. Williams; Nadia R. Williams (Both attended Norwalk Public Schools)**SUMMARY OF COMMUNITY/SOCIAL SERVICES EXPERIENCE**

- | | |
|--|---|
| <ul style="list-style-type: none"> ▪ Board of Ethics, City of Norwalk (3/2016 – Present) ▪ Lockwood-Mathews Mansion Museum: Board of Trustee, Exec. Committee, Technology Committee, Education Committee (2015-2019) ▪ Norwalk Democratic Town Committee – District D Representative (2015-2016) ▪ Math Tutor (STEM Program; Norwalk Public Library) ▪ NY Exploring: Employer's (Bowne & Co.) Executive Sponsor of NYC's premier high school career awareness program (2003-06) | <ul style="list-style-type: none"> ▪ Chaperone, Norwalk H.S. Marching Band (1992-96) ▪ Press Reporter, Norwalk Marching Bears ▪ Mentor, Norwalk Public Schools (1989-96) ▪ Math Tutor, Norwalk Public Schools – West Rocks (1989-90) ▪ Cub Scouts Pack 97 Troop Parent Leader ▪ Cranbury Little League -- Press Reporter ▪ City of Norwalk Human Rights Commission ▪ PTO Council, Norwalk Public Schools, VP (1989-1991) ▪ Corporate Sponsor for a High School Summer Internship Program @ Bowne & Co. (2004-05) |
|--|---|

Online LinkedIn (Professional) Profile: <http://www.linkedin.com/pub/haroldo-williams/2/4bb/81>**PROFESSIONAL RESUME**

Business Process Automation, Enterprise Production Operations, Professional Services (Consulting and Client Services)
 Leadership and individual-contributor roles, providing Business Process Outsourcing solutions and services to clients in the Financial Services, Healthcare, and Insurance industries, and operating in environments with demanding Service-Level Agreements, and strong confidentiality, security, and regulatory compliance requirements (e.g. SSAE 16, HIPPA, and SOX).
 Currently retired. Manage owned rental properties in Westville neighborhood of New Haven, CT. (2005-Present)

PROFESSIONAL EXPERIENCE**DOCINSIGHT, Wayne, NJ****March 2012- 2016**

A startup healthcare information technology firm developing patient-engagement communication solutions to increase patients' health-literacy and treatment-adherence, to reduce the rate of hospital readmissions and the associated cost

Sr. VP, Operations & Information Solutions

Accountable for the development of personalized communications solutions that enable healthcare providers and insurers to reduce the rate of hospital re-admissions and admissions, while providing new revenue opportunities (from the *Affordable Care Act*) for care providers, and cost savings to insurers/payers and medical centers

PITNEY BOWES MANAGEMENT SERVICES, Stamford, CT**May 2011- Feb 2012**

PBMS provides outsourced document management, electronic discovery, litigation support, and facilities management services

VP Global Technology Integration Services Developed a standard process for onboarding external clients' outsourced engagements, while leading the Technology Integration services for PBMS' CCM product line.

BOWNE & CO. / RR DONNELLEY, New York, NY and West Caldwell, NJ

Apr 1997 – Jan 2011

Bowne, founded in 1775, was the leading financial-communications services firm until acquired by RR Donnelley in 2010

Hired into a leadership role in a startup business unit, and held the following positions over a fourteen years period:

VP Enterprise Operations, West Caldwell, NJ (May 2007 – Feb 2011)

VP Digital Operations, Carlstadt, NJ & West Caldwell, NJ (Jan 2006 – May 2007)

VP Operations, Carlstadt, NJ (Jul 2005 – Dec 2005)

VP Client Services & Operations, New York, NY (2000 – Jul 2005)

Director Systems & Networks, New York, NY (1997 – 2000)

Summary of Accomplishments:

- Directly managed the operations integration of three major acquisition, and the consolidation of five (digital-print, fulfillment and distribution) plants (in the NJ, Milwaukee, Dallas, Long Island, and the Chicago)
- Led the integration of the production of acquired firms (representing over \$200M in annual revenue)
- Led a major corporate project to consolidate and integrate a digital print, fulfillment and distribution operations in Milwaukee Wisconsin into a Lean offset print plant in South Bend Indiana
- Renegotiated and consolidated enterprise service agreements with Xerox, Pitney Bowes, and IBM, to provide significant synergy savings for corporate acquisitions
- Rationalized the production equipment requirements, and renegotiated the enterprise leases, and the purchasing & service agreements, and achieved a recurring annual savings of \$1.8MM in operating expenses
- Developed the Operations Integration and On-Boarding strategy to successfully integrate the production of acquired businesses that serviced the processing, print, on-line presentment, and distribution of investor statements, trade-confirms, enrollment kits, and tax statements that were outsourced by external clients
- Managed the development and operations of process automation of a distributed statement processing solution.

The HV Williams Co., Norwalk, CT

Oct 1985 - Mar 1997

Proprietor / Director: As a sole proprietor, provided technology consulting, and systems & network integration services

- Certified **Digital Equipment Corp. (DEC) Value Added Reseller**, and **Apple Computer Network Integrator**
- Clients included: Bloomberg LP, EF Hutton, Drexel Lambert, Ivaran Rederi AS (Norwegian shipping), Banque Indosuez, Unilever - Chesebrough Ponds, Bowne, Digital Equipment Corp., and Pitney Bowes

Digital Equipment Corp., New York, NY

Dec 1984 – Aug 1985

Solutions Consultant: Provided computer systems consulting to strategic clients including: The NFL, Bowne, and Drexel

Pitney Bowes, Norwalk, CT

Jan 1979 – Jul 1985

Manager Engineering Computer Services: Managed the Business Systems Engineering technical services, supporting the development of the embedded software solutions for the PB digital postage meters and scales

Xerox, Rochester, NY

Jun 1976 – Jan 1979

Engineer: Developed systems software tools, and managed the distributed development systems, in support in the embed software solutions used in the Xerox digital printers.

Lockheed Electronics (Johnson Space Center), Houston, TX

Jan 1975 – Jun 1976

Associate Engineer: Developed real-time inter-processor communication and process control software for a Guidance Navigation Controls Tester

EDUCATION & PROFILE

Texas A&I University

MS Computer Science studies 1973-74

Kingsville, TX

Texas A&I University

BSEE (Computer Systems) - 1973

Kingsville, TX

Canal Zone College

A.S. Mathematics - 1970

Canal Zone, Republic of Panama

Human Relations
Nov 2 9:00

R
Reappoint
9/1/06 - 9/1/09

CAROL L. FRANK
5 CRANBURY WOODS ROAD
NORWALK, CT. 06851
203-847-4829

- 1995-2003 REDEVELOPMENT AGENCY for CITY OF NORWALK
1999 - 2003 VICE COMMISSIONER
2002 MEMBER OF SELECTION COMMITTEE FOR NEW DIRECTOR OF
THE AGENCY.
- 1997-2003 MEMBER OF NORWALK HOUSING PARTNERSHIP
CHAIRMAN REGIONAL AFFORDABLE HOUSING OUTREACH COMMITTEE
- 1984-2001 MEMBER GREATER NORWALK CHAMBER OF COMMERCE
1997-2001 BOARD OF DIRECTORS
1985-2002 MEMBERSHIP COMMITTEE
2002 CHAMBER/CITY OF NORWALK JOINT COMMITTEE ON AFFORDABLE
HOUSING.
2000 CHAIRMAN HOLIDAY RECEPTION
1999 NOMINEE FOR 1999 CORPORATE CITIZENS AWARD
1998 ANNUAL SUMMER CRUISE CHAIRMAN
MEMBER: CORPORATE CITIZENS SOCIETY
CHAMBER DEVELOPMENT COUNCIL FOR WOMEN
LAW AND ORDER COMMITTEE
ANNUAL DINNER COMMITTEE
- 2000-PRESENT MEMBER KIWANIS CLUB OF NORWALK
ELECTED TO BOARD OF DIRECTORS FOR TERM 2003 THROUGH 2006
2005-2006 PRESIDENT ELECT
- 1999-PRESENT VOLUNTEER FOR THE YOUNG SURVIVAL COALITION
COORDINATED RETREAT FOR MOTHERS WITH ADULT DAUGHTERS W/ BREAST
CANCER
- BUSINESS 2001-PRESENT JUSTICE OF THE PEACE
1975-1999 LICENSED REAL ESTATE BROKER
1984-PRESENT OWNER/PRESIDENT OF TRAVEL TRENDS OF CONNECTICUT INC
1997-PRESENT MEMBER CRUISE LINE INTERNATIONAL ASSOCIATION
1997-PRESENT MEMBER OUTSIDE SALES SUPPORT NETWORK
- 1997-1999 DIRECTOR FINE ARTS OF NORWALK
- 1991-1993 NORWALK/WILTON AMERICAN RED CROSS
BOARD OF DIRECTORS
MEMBER: DECORATING AND LANDSCAPE COMMITTEE
SEARCH COMMITTEE FOR FUND RAISING DIRECTOR
SEARCH COMMITTEE FOR NEW DIRECTOR



CITY OF NORWALK
DEPARTMENT OF POLICE SERVICE

To: Common Council Members

From: Chief James Walsh

RE: Authorization for vehicles

Date: January 25, 2023

The Police Department, as with other departments, continues to struggle to find suitable vehicles for Police operation.

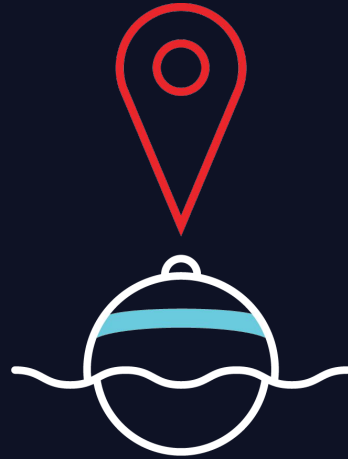
To that end, we are continuing to search for the best operational vehicle packages at the best price.

We are requesting the following authorizations:

1. Authorize the Police Chief to change the verbiage in the 2021/2022 Capital Budget account #09223010-5777-C0665 from the purchase of 10 Ford Interceptor Explorer hybrids to 10 marked police package vehicles.



VII B



DOCKWA

**City of Norwalk Mooring Field
June 21st, 2022**

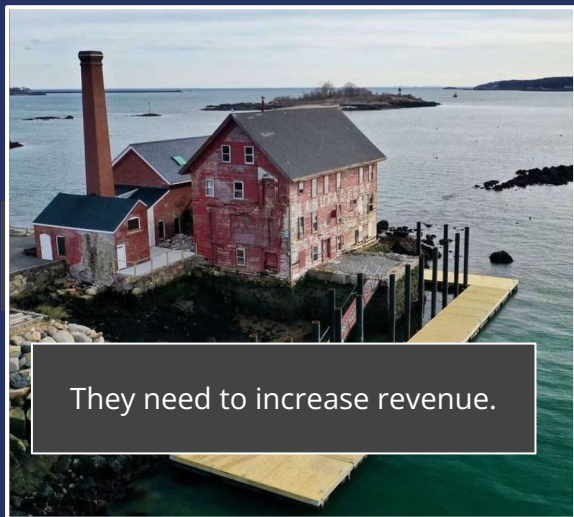
Stronger Demand. Smoother Days.

Marina life can be unpredictable. Dockwa is the only marina management platform that streamlines your entire operation, while giving you exposure to hundreds of thousands of boaters.

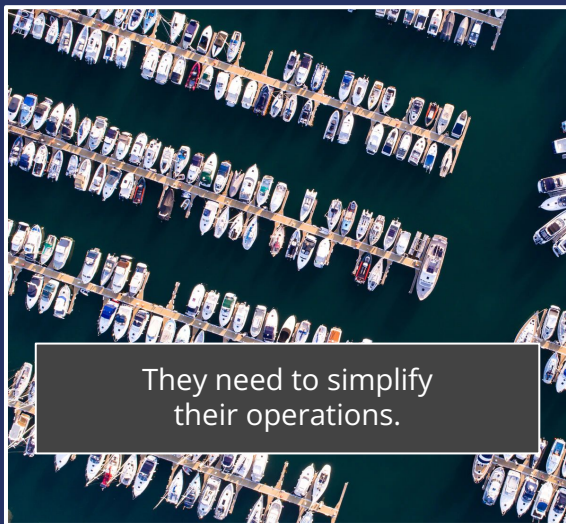
But... we'll get to us later, let's talk about you.



Most marinas we hear from struggle in some way with the following...



They need to increase revenue.



They need to simplify their operations.



They need a better view into their performance.

What's been your experience?



Increase Revenue with Dockwa

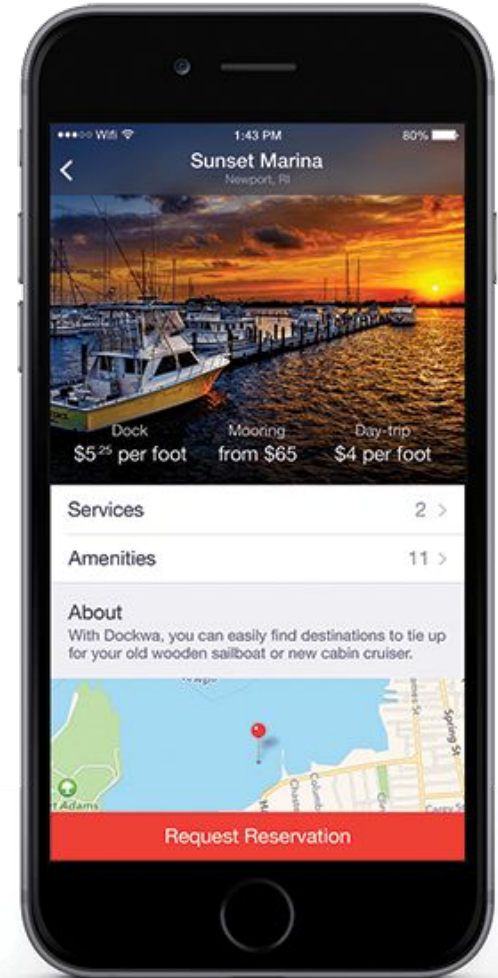
Whether it's short-term, long term or backfill,
Dockwa can help you fill slips and drive revenue.

Software with hundreds of thousands of boaters included

(It's amazing they all fit in the box)

- 350,000 users and growing
- 24/7 online reservations & inquiries
- 5 million nights booked at marinas across the U.S.
- Can run instant promotions during slow weekends or shoulder seasons

Meet the
Dockwa
boater app



Significant Market Share of Active Boaters

Uniquely positioned for your target segment

REGISTERED VESSELS	REGISTERED VESSELS IN US	BOATS IN DOCKWA	MARKET SHARE	AVERAGE BOAT SIZE IN DOCKWA
Over 65'	11,262	6,482	57.56%	91.0'
40' to 65'	75,311	50,020	66.42%	47.9'
26' to less than 40'	492,564	96,830	19.66%	33.7'
16' to less than 26'	6,244,590	43,009	0.69%	22.9'
Under 16'	4,182,114	5,500	0.13%	15.8'

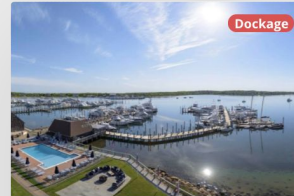
Give boaters an extra reason to visit your marina over your competition with **Coupon Codes and Dockwa Deals**

Create custom coupon codes to

- Drive reservations during period of low occupancy
- Reward return customers
- Save money otherwise spent on expensive, ineffective marketing channels

Publish your offer to the Dockwa Deals webpage to

- Be featured on the Dockwa Deals page on web and mobile
- Have your offer be promoted via email and social media to boaters in your area
- Get special visual treatment on the Dockwa map and Explore pages



Gurney's Star Island Resort & Marina
Montauk, NY

40% off Dockage

All boats under 80' enjoy 40% off dockage thru 6/29/20.. New Reservations Only.

Expires: 06/30/20

Coupon Code (click to apply)

SAVE40

Book Now



Gurney's Newport Resort & Marina
Newport, RI

40% off Dockage

All boats under 80' enjoy 40% off dockage thru 6/29/20.. New Reservations Only.

Expires: 06/30/20

Coupon Code (click to apply)

SAVE40

Book Now



Hammonasset Marine
Clinton, CT

10% off Dockage

Dockwa Day exclusive: Get 10% off all slip rates, plus rack rental, and winter storage!

Expires: 07/01/20

Coupon Code (click to apply)

SAVE10

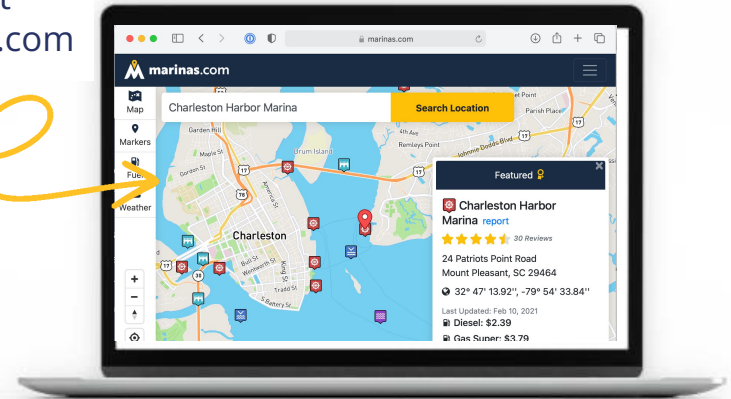
Book Now

A tightly integrated review site at Marinas.com

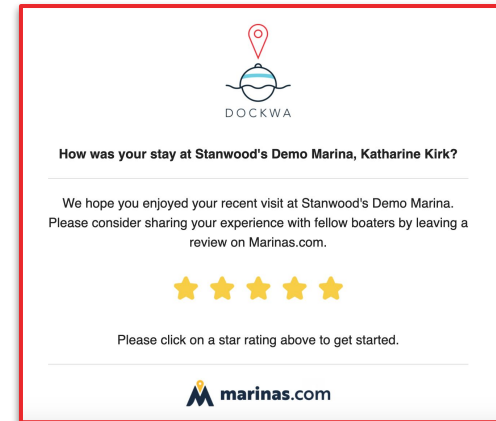
(Loved by boaters and search engines alike)

- A review site that is tightly integrated into the Dockwa booking experience.
- More than 8 million marina profile visits in 2020.
- Automated review solicitation after a boater's stay via Dockwa.

Meet
Marinas.com



Automated
review solicitation
via Dockwa



Frictionless inquiry flow for long-term contracts

(What is easy, gets done.)

- A no-hassle inquiry interface for your seasonal and long-term boaters.
- Receive inquiries, check availability and handle contracts in one place.
- Easily clone and copy repeat bookings from one year to the next.

 DOCKWA [Explore](#) [Search](#) [For Boaters](#) [For Marinas](#) [Help](#) [Account](#) [Get the app](#)

Stanwood's Demo Marina

2020 Mooring Contract

April 15, 2020 - October 30, 2020
Rate: \$40.00/ft per month
Billing: Upfront
Space Type: Dock

Boat

Boat Name Boat Type Length Overall

Beam Height Draft

Registration or Documentation

Registration Number Expiration Date

Insurance

Company Name Policy Number Expiration Date

Requests

Please include any details about your inquiry such as dates, special requests, location, or anything that may help Stanwood's Demo Marina serve you better.

[Submit Inquiry](#)

Their view

Your view

Default Pricing
\$200.00 per month
Billed first of month

Default Dates
Arrival: 08/01/19
Departure: 11/30/19

[Edit Settings](#) [Actions](#)

1 Boat [Add Boat](#) 1 Outstanding 1 Inquiry

Customer	Boat Name	Rate	Total	Status	Actions
Gray Dragin	Dragin's Waves	\$200.00 per month	\$800.00	● Sent on 11/14/19	Edit Resend Expire

1 Inquiry <https://dockwa.com/explore/> [Copy Link](#)

Customer	Boat Name	Rate	Status	Date Submitted	Requests	Actions
Jacob Eekhof	NST 2	\$200.00 per month	● In Progress	about 1 year ago	test	Actions

Easily backfill slips left temporarily empty.

(The only thing better than 100% occupancy is 110%)

- Facilitate and track backfills
- Communicate in-app with your boaters about changes to arrival/departure dates.
- Run promotions to fill unexpected openings. 60% of Dockwa marinas who run a deal on the platform generate bookings through the deal.

January 2021

Mon
4

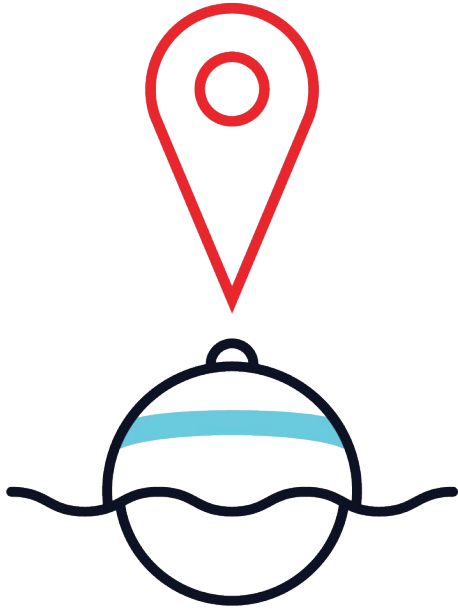
Tue
5

Wed
6

🔔 Matt Fradette - Salty Sam, 65' Power

🔔 Gray Dragin - Owner-Gray's Boat, 50' Power

🔒 Backfill fully approved by Salty Sam. Dates locked.



On average Dockwa
increases a marina's net
operating income by 20%



Streamline Your Operations

Reduce expense, confusion and errors
with one intuitive system

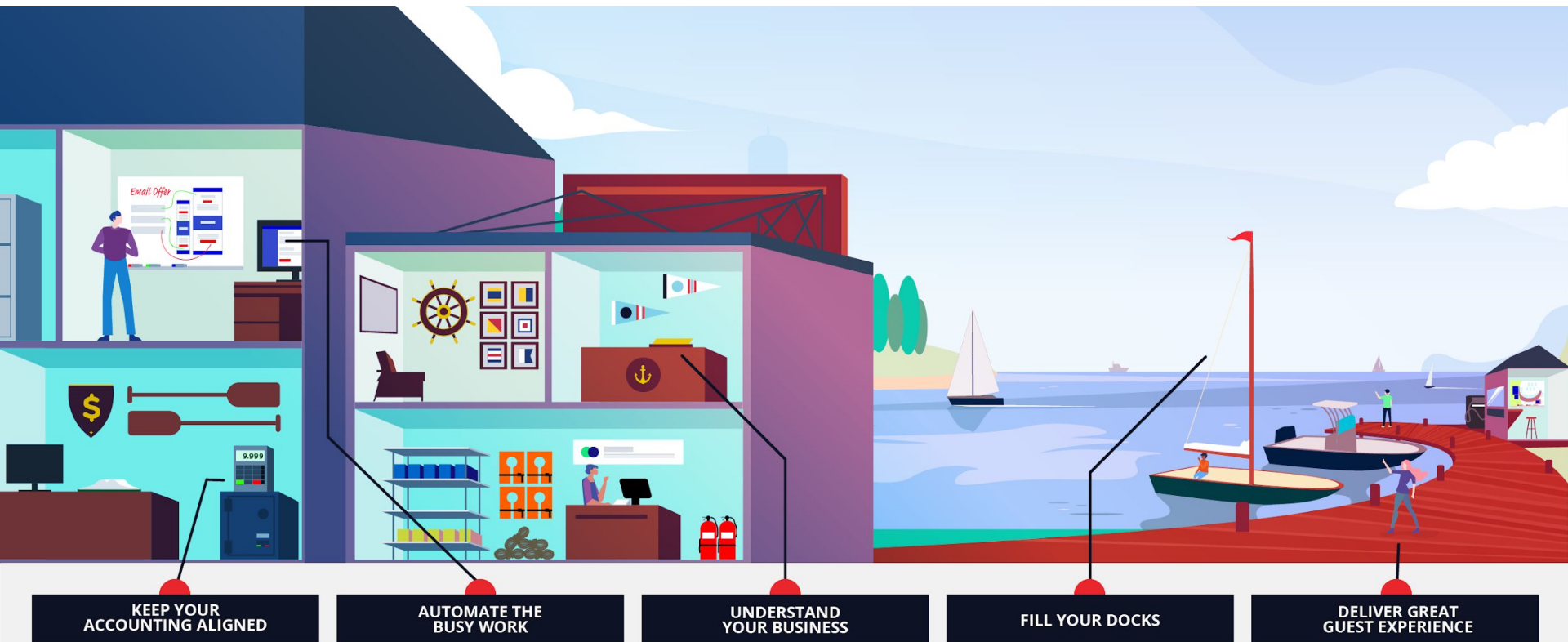
There's a lot that goes into running a marina.

Including a long list of disconnected tools and systems

Inventory updates
Long-term booking
Transient bookings
Reservations
Inquiries
Contracts
Invoicing
Boater emails
Marketing
Accounting
Slip assignments
Fuel charges
Service charges
Late payment collection
Cancellations and refunds
Boater Communication

Email Software
Accounting software
Invoicing systems
Log books
White boards
Post-it notes
Calendars
Radios
Reservation software
DocuSign
Assignment boards
Payment apps
Good old fashioned memory
Spreadsheets
Word doc templates
Texting

Dockwa brings your entire operation into one place



MAKE A RESERVATION HERE

All reservations are fully refundable within 48 hours of your check-in date. If your draft is over 12 feet, we may be able to accommodate you, but please call us to check availability.

Reservations

Boat

test, 5' test

Arrival

Departure

Have a coupon or referral code?

Dock

Select dates to view price.

You have \$0.93 of Dockwa Dollar credit applied towards this transaction.

Request Reservation

Reservation Management

(No more messily jotted notes from your dockhand)

- Confirm, decline or add requests to waitlist with one-click, from anywhere.
- Automatically charge customer credit cards, safely and securely.
- Instantly send payment receipt & confirmation emails.
- Update reservation records with one click.

Reservations / WPVFV4XJZ

Print Edit Send Message

Confirm Decline

Transient Reservation

Overview

#WPVFV4XJZ

Dock Special Request

Customer

Mathew Minty

mathew.minty@dockwa.com

(401) 742-3275

Boat

Minty

45' 0" Boston Whaler

Power

Pending

Created 06/23/20 by boater

Itinerary

Arrival

Thursday, June 25, 2020

Departure

Tuesday, June 30, 2020

Length of Stay

5 Nights

Power

DUAL 30 AMP - 120 VOLTS

BoatUS

Verified Member - #42

Special Request

Port side tie

Reservation Note

Customer Note

Blacklist

Availability

Boat Charges

Discounts

Fees

Vessel

Minty - Boston Whaler BM

Type	Year	Hailing Port					
Power							
Length	45' 0"	Beam	1' 0"	Draft	3' 0"	Height	12' 0"

Registration

Number	Exp.	Document
235246	11/29/19	View

☒ DOCK	50ft Slips	TOTAL	25	LOA	19' - 50'
☐ ALL	30 Ft Slips	TOTAL	15	LOA	0' - 32'
☐ LINEAR DOCK	Pier A	TOTAL	100'	LOA	0' - 100'

Payment due April 12, 2020 for Reservation #MGF13DEN

Hi Jeremy,

Just a heads up that the next installment of your reservation [#MGF13DEN](#) with Stanwood's Demo Marina is due April 12, 2020.

Please contact the marina if you need to make alternative arrangements for this payment.

Upcoming payment:

Fee	\$12.67
Seasonal Fees: 2020-04-12 1267 Installment 1/2	\$12.67
Dockage	\$316.67
Subtotal	\$329.34
Sales Tax	\$0.00
Total	\$329.34

Auto-billing and Invoicing

(Take all the pain out of getting paid.)

- Automate billing while maintaining the flexibility to customize charges, add fees, discounts and more.
- Automatically send email invoices to customers prior to, and on day of, payment date.
- Securely store payment methods to automatically bill customers.
- Automatically alert customers to update payment info when CCs expire.

Contracts / 2020 Annual Wet Slip / New Quote

Create New Contract

Create Customer

Customer
Search for an existing customer using name, email, or phone number or create a new customer record.

Full Name Email Phone number

Search to select customer for reservation

Boat
Boat Name Boat Type

Length Overall Beam Height

Draft

Registration
Registration

Insurance
Company

2020 Annual Wet Slip
May 1, 2020 - March 1, 2021

Documents

- ✓ Pricing Agreement
- ✓ Marina Rules
- ✓ 2019 Dockage Agreement

Edit Contract

Stanwood's MARINA

New Agreement Ready to Sign

You have a new agreement from Stanwood's Demo Marina for your boat Salty Sam. Please review your agreement and sign online when you are ready to confirm.

Click to View

07/01/2020 \$715.00

CREATE SIGNATURE

Draw it in
Type it in
Upload image
Use smartphone

Matt Frade

Change font

I understand this is a legal representation of my signature

Insert

Paperless Contract Management

(Replace your filing cabinet with a nice potted plant.)

- Easily create and send slip and storage agreements/contracts.
- Deliver contracts straight to customer email (no need for paper or PDFs).
- Offer customers e-sign capabilities.
- Seamlessly enroll customers in auto billing at the time of signing.
- See, in real time, the status of each outstanding contract.

Searchable Customer Database

(No more mnemonic devices to remember that guy who didn't pay you last month.)

- Store all information on customers in one easy to navigate system (Boats, contact info, address, reservations, contracts, payment methods, notes etc.).
- Access customer data from any device and via the Dockwa mobile app.
- Rest easy adding all historical and future customer data - you'll have unlimited database storage.

The screenshot shows a web application interface for managing customer information. At the top, there's a header with a user icon, the text "Customers / Mathew Minty", and an "Account" dropdown. Below the header, a navigation bar includes tabs for "Details", "Reservations", "Boats", "Credit Cards", and "Contracts", along with a "New Reservation" button. The main content area is titled "Customer Details" and "BoatUS Membership". It contains several input fields for customer information: Name (Mathew Minty), Last Name, Zip Code, Email (mathew.d.minty@gmail.com), Phone ((401) 742-3275), Address Line One, Address Line Two, City, State, and Zip. There's also a "BoatUS Membership ID" field and an "Add BoatUS Membership" button. A "Customer Note" section shows a note "Prefers slip A-45" and a checkbox for "Requires Manual Approval". An "Update Contact" button is at the bottom. A yellow banner at the very bottom states "Marina terms and conditions not yet accepted."

Customers / Mathew Minty Account

Mathew Minty

Details Reservations Boats Credit Cards Contracts New Reservation

Customer Details BoatUS Membership None

Name Mathew Minty Last Name Zip Code

Email mathew.d.minty@gmail.com Phone (401) 742-3275 BoatUS Membership ID

Address Line One Address Line Two Add BoatUS Membership

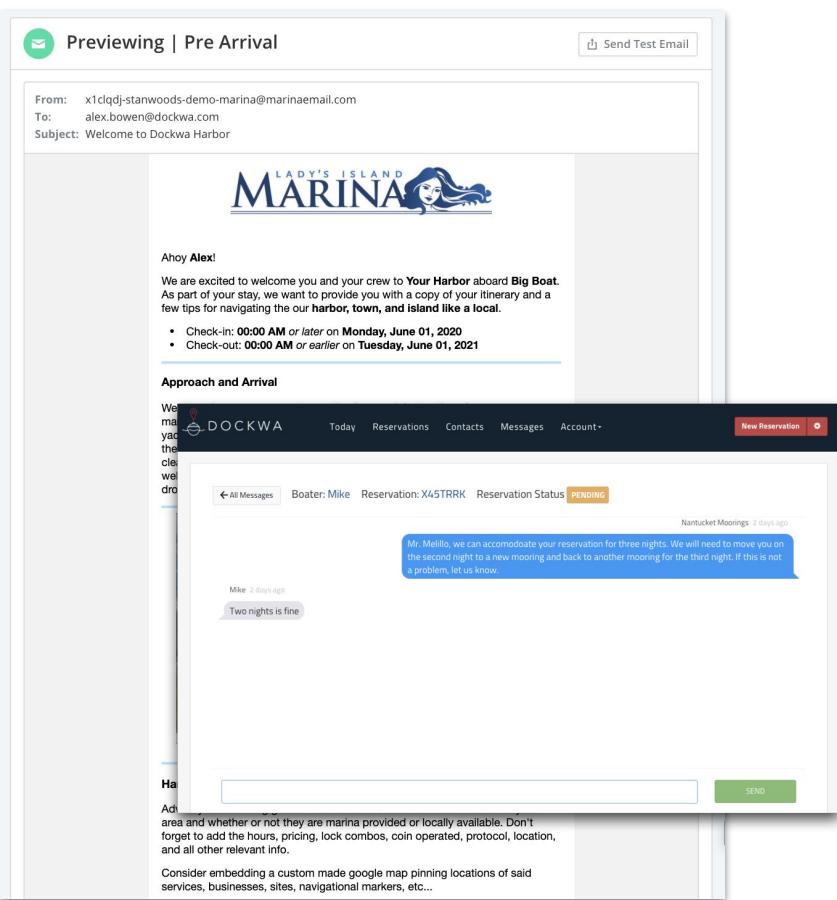
City State Zip

Customer Note Prefers slip A-45

☐ Requires Manual Approval

Update Contact

Marina terms and conditions not yet accepted.



Real-time Trackable Communications

(Connecting with boaters shouldn't be a game of telephone)

- Email approach instructions, wifi passwords, etc, to transient customers and long term tenants right from Dockwa.
- Customize templates you use again and again.
- Send and receive direct messages to/from your guest's smart phone and email.
- Store chat history on all reservations and customer records.

Availability and Assignments

(More fun than excel, more trustworthy than that whiteboard)

- Fully customize Dockwa assignments to see inventory and availability of your whole marina.
- Easily pinpoint what boat is in each slip and find boaters contact information.
- Assign any vessel to the spaces that you've created.
- Easily keep track of inventory when making new reservations.
- Manage on the go or out of the office on any device.

The screenshot displays the 'Assignments' page in the Dockwa application. The main interface features a calendar view for the month of June 2020, with days of the week (We, Th, Fr, Sa, Su, Mo, Tu, We, Th, Fr, Sa, Su, Mo, Tu, We, Th, Fr, Sa, Su, Mo, Tu) and dates (24, 25, 26, 27, 28, 29, 30, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21). The calendar is organized into sections for different dock types: 'DOCK', '50ft Slips', '30 Ft Slips', and 'Seasonal A-2'. Each section contains a grid of dates, with some dates highlighted in green to indicate assigned vessels. For example, in the '50ft Slips' section, the dates 24, 25, 26, 27, 28, 29, 30, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 are highlighted, with the vessel 'Dragon's Waves, 38' Power' assigned to the 24th, 25th, 26th, 27th, 28th, 29th, 30th, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st. Other vessels shown include 'Minty, 45' Power' and 'Salty Sam, 65' Power'. The '30 Ft Slips' section shows 'Big Boat, 30' Power' assigned to the 24th, 25th, 26th, 27th, 28th, 29th, 30th, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st. The 'Seasonal A-2' section shows 'S15' and 'S9' assigned to the 24th, 25th, 26th, 27th, 28th, 29th, 30th, 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 10th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st. The 'Assignments' sidebar on the right provides details for a specific reservation, #5KF9P5XP. It includes fields for 'Vessel' (Dragon's Waves, 38' Power), 'Customer' (Gray Dragon), 'Arrival' (Wednesday 05/13/2020), 'Departure' (Friday 09/25/2020), 'Space Type' (Dock), 'Electric' (Electric), and 'Special Request'. There are also sections for 'Reservation Note' and 'Customer Note', each with an 'Add Note' button. The sidebar also shows the 'Assignments' status as 'Fully Assigned' and a 'Night range' from 05/13/2020 to 09/25/2020. A 'Save' button is at the bottom of the sidebar.

Group Settings

All settings can be changed on a per boat basis when a quote is created.

General

Name

40 Foot Floating 2020 Season

Contract Type

Standard

Space Type

Dock

Dates

Arrival

06/01/2020

Departure

10/31/2020

Billing

Rate

\$ 2800.00

Tax Rate

0%

Billing Cycle

Per Month

✓ Per Season

By Foot Per Month

By Foot Per Season

Sqft Per Month

Sqft Per Season

Half And Half

50% Deposit Date

02/20/2020

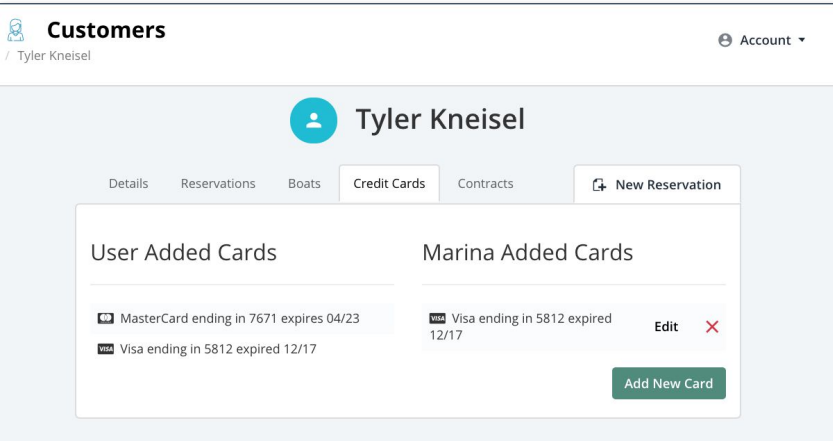
Remaining 50% Date

06/01/2020

Flexible Payment Configuration

(As many options as there are boaters in the sea.)

- Customize how much your boaters pay up-front, and throughout their stay, for their reservation or lease.
- Set up Nightly, Weekly, Monthly, Bi-annual, and Annual rates for transient customers.
- Charge your seasonal/annual customers Per month, Per season, By foot per month, By foot per season, Sqft per month, Sqft per season.
- Access daily and monthly accrual and asset-based revenue reports



Secure Payment Processing

(Put yourself and your boaters at ease.)

- Encrypted credit card payment processing means you never have to worry about keeping your customers' data safe.
- Automated credit card payment processing takes human error out of book-balancing by feeding directly into your financial reporting.



"We've run the gamut of contract management processes, and we love the customization [of Dockwa Contracts]. Customers are accustomed to DocuSign documents, and adding an end-to-end system that handles both the contract signature as well as automatic payment processing was a huge benefit. There is also a definite time-saving component – once a customer signs the agreement, the automatic payment processing is scheduled and eliminates our team from having to track down customers for payments."

Kathy Donovan

*Owner, Donovan's Shady Harbor Marina - New
Baltimore, NY*



Audit your business

There may be more money in those docks than you realize.

Occupancy Reporting

(Because feeling full isn't the same as being full.)

- Export custom occupancy reports to Excel for any time period.
- Easily find trends in your marina's composition.
- Use trends in your occupancy to spot opportunities for Dockwa Deals, rate increases, policy adjustments.

Availability



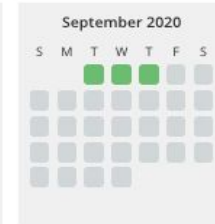
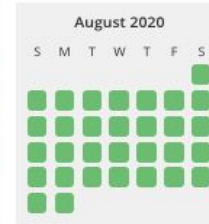
DOCK
40' Slips

TOTAL
29

LOA
0' - 44'

MAX DRAFT
1000'

MAX BEAM
16'



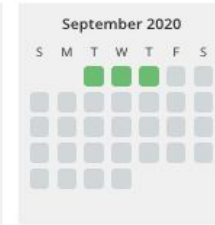
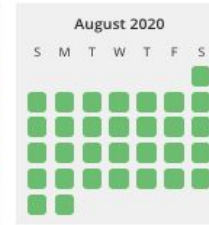
DOCK
50' Slips

TOTAL
60

LOA
45' - 55'

MAX DRAFT
1000'

MAX BEAM
17'



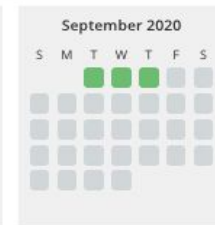
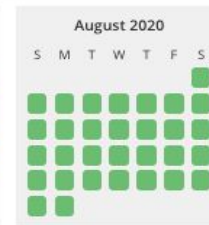
DOCK
50' - WWF

TOTAL
8

LOA
41' - 51'

MAX DRAFT
1000'

MAX BEAM
15'



Easily backfill slips left temporarily empty.

(The only thing better than 100% occupancy is 110%)

- Facilitate and track backfills
- Communicate in-app with your boaters about changes to arrival/departure dates.
- Run promotions to fill unexpected openings. 60% of Dockwa marinas who run a deal on the platform generate bookings through the deal.

January 2021

Mon
4

Tue
5

Wed
6

🔔 Matt Fradette - Salty Sam, 65' Power

🔔 Gray Dragin - Owner-Gray's Boat, 50' Power

🔒 Backfill fully approved by Salty Sam. Dates locked.

Real Time Financial Reporting

(Move accounting from complicated to calming.)

- Easily export data to Excel for reconciliation and analysis.
- Start strong with 13 pre-built reports.
- Segment by day, week, month, or custom date ranges.
- Data available in real time.

The screenshot displays a software interface for financial reporting. On the left is a sidebar menu with categories: Financial Reports, Legacy Financial Reports, Payments, and Advanced Financial Reports. Under 'Financial Reports', 'Cash Sales' is highlighted. The main area shows the 'Cash Sales' report configuration, including a description, date range selectors (Start Date: 05/01/2020, End Date: 05/31/2020), and an 'Export' button. Below this is a 'Recent Exports' table.

Name	Status	Finished	
Cash Sales Report 2020-05-01 to 2020-05-31	Completed	6 days ago	Download
Transactions 2020-05-01 to 2020-05-31	Completed	6 days ago	Download



One more very important thing...

This is the platform your *customers* would choose

24/7 Online Booking:

73% of boaters prefer online to the phone and 35% plan travel outside of booking hours.

A Walletless Experience with Credit Card Payment

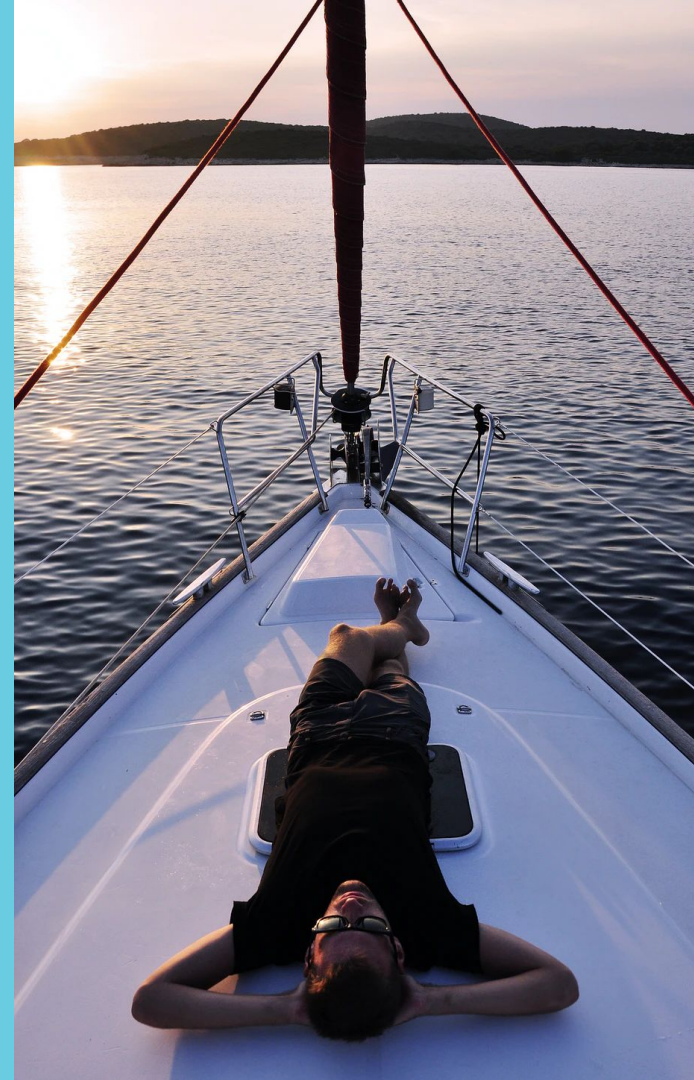
80% of consumers prefer card payments over cash.

A Direct Line of Communication

Customers can reach you and you can reach them.

Reviews They Can Trust

76% of people read reviews before making a decision.





Dockwa Success Story Stock Island Marina Village

With Dockwa, Stock Island Marina Village increased their total leads and reservations by 178% YoY

Market Your Marina's Destination Like Stock Island Marina Village by Putting the Guest's Experience First



Stock Island Marina Village uses Dockwa's software and services to increase occupancy and revenue growth while providing an exceptional guest experience. This combination enables them to create a true destination marina in Key West and **increase their quarterly YoY dockage bookings by 31%.**



About Stock Island Marina Village

A deep-water marina in the Key West, Stock Island Marina Village is a award-winning 288 slip marina featuring one of the largest live-aboard communities in Key West.

In 2019 they installed new state-of-the-art Bellingham docks that accommodate vessels up to 450', added a second waterfront pool, and expanded their outdoor event space to accommodate 250 people.

The operation is helmed by a team of hotel and resort operators who are experts in guest experience. **The team's highest priority is their guest's experience.**



Final Details

Support, Pricing, and ROI

Summary by the Numbers

UNPARALLELED VISIBILITY

VISIBILITY FOR CUSTOMERS

8+ MILLION VISITS

Dockwa and Marinas.com customers have benefited from more than 8 million profile visits in 2020.

MOBILE BOOKINGS

98% ANNUAL GROWTH

Dockwa and Marinas.com users increasingly use mobile apps to plan and book their outdoor experiences.

VISIBILITY FOR CUSTOMERS

62% BOATS OVER 40'

A majority of U.S. Coast Guard registered vessels over 40 feet in length are Dockwa users.

BE WHERE THE BOATERS ARE

NIGHTS BOOKED

4.7+ MILLION NIGHTS

Dockwa users have booked more than 5 million nights at marinas across the U.S.

GREAT REVIEWS

4.8 STARS

Boaters love Dockwa's app, leaving over 8,500 reviews with a 4.8 out of 5 rating.

PREFERRED PAYMENT

72% PREFER ONLINE

Online reservations at marinas were new to the boating industry. Almost 3/4 of boaters prefer online to the phone.

BOATERS, ON DEMAND

SHOPPING FOR A SLIP

172% ANNUAL GROWTH

During the pandemic, Dockwa and Marinas.com saw 172% growth in boaters looking for long term slips at marinas.

VERIFIED REVIEWS

15,000+ REVIEWS

Marinas.com users have left more than 15,000 reviews at marinas around the world.

DEALS FOR BOATERS

60% DEAL CONVERSION

60% of Dockwa marinas who run a Deal on the platform generate new bookings through the deal.

The People Behind Dockwa

We'll be your extended dockhands, marketers, bookkeepers and strategists.

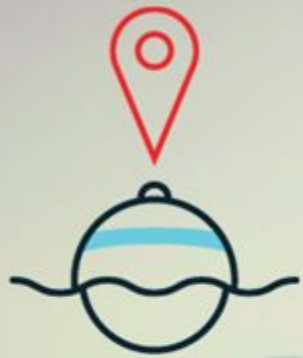
Experienced 35-person team located in the United States: We have all Account Management, Implementation, Support, Product Development, Engineering and R&D services in-house and in the United States.

Industry experts and leading technology provider: Almost every employee has either previously operated a marina or is an avid boater with tons of industry knowledge.

Dedicated support team with unlimited 24/7 Live Support: You have the ability to call, email, or chat live support representatives any day or time to receive immediate answers to support issues.

Personal Marina Success Manager: You have a dedicated personnel that is educated on your specific operation and geographic region, and is available for training, implementation and consulting at a moments notice.

Dedicated Implementation Specialist: During the implementation process, you have a dedicated specialist to help import customer data and get you fully set up on the software in a matter of days.



DOCKWA

Stronger Demand. Smoother Days.





YOUR DOCKWA ORDER

Quote Expires - 06/30/2022

CUSTOMER	City of Norwalk Moorings			
CONTACT	Alan Kibbe			
PHONE	203-952-5166			
EMAIL	alankibbe40@gmail.com			
ADDRESS	125 East Avenue	Norwalk	CT	06855

YOUR SUBSCRIPTION-

INITIAL SUBSCRIPTION TERM - New 12-month subscription

INITIAL SUBSCRIPTION TERM BILLING FREQUENCY - Yearly

SERVICES PROVIDED

Dockwa Manage Subscription

10% software subscription discount in year one + waived \$199 set up fee(if signed up in month of June)

DOCKWA PROCESSING FEE 3.5%

PER CONFIRMED RESERVATION

YOUR RECURRING FEES-

SUBSCRIPTION TERM BILLING FREQUENCY - Yearly

, STARTING ON DATE OF FIRST INVOICE.

DESCRIPTION	TYPE	LIST PRICE	SALES PRICE
Dockwa Manage - Annual Payments	Recurring	\$2,000/year	1,800
Dockwa Manage Setup Fee	One-time	\$199	0
TOTAL SALES PRICE (EXCLUDING SALES TAX, WHERE APPLICABLE) -			1,800.00
You will be billed and invoiced for the first 12 months of service on the start date of your subscription.			



DOCK SIMPLY.

Annual subscription renews automatically each year on the anniversary of the subscription start date unless you provide written cancellation notice at least 30 days in advance of the renewal date.

Dockwa subscriptions have a default term of 12 months. If the selected Dockwa subscription requires a recurring subscription fee, the Dockwa subscription will automatically renew, unless at renewal you change your billing settings to month-to-month, we terminate it, or you notify us by email (mayday@dockwa.com) of your decision to terminate your current Dockwa subscription. You must cancel any automatically renewing Dockwa subscription before it renews in order to avoid billing of subscription fees for the renewal term. All fees and charges are nonrefundable and there are no refunds or credits for partially used periods.

SERVICES PROVIDED-

Company will use commercially reasonable efforts to provide Customer the services described in the Dockwa Services Provided section above, and Customer shall pay Company the Fees in accordance with the terms herein

SOFTWARE SERVICES AGREEMENT-

This SaaS Services Agreement ("Agreement") is entered into on this _____ (the Effective Date") between The Wanderlust Group, Inc., with a place of business at 1035 Cambridge St, Ste 19 Cambridge, MA 02141 ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Signed for ("Customer")

Alan Kibbe

Name (Print)

Street Address

Address

Date

Title

City

State ZIP

City/State/Zip

DocuSigned by:

Mathew Minty

03BDE77E3FBF4EB...

Signed for The Wanderlust Group, Inc.

Mathew Minty

Name (Print)

449 Thames St, Unit 200

Address

6/23/2022

Date

Senior Account Executive

Title

Newport, RI 02840

City/State/Zip



TERMS AND CONDITIONS

This Dockwa Software-as-a-Service (SaaS) Agreement (collectively with any documents incorporated by reference, the "Agreement" or the "Terms and Conditions") is by and between The Wanderlust Group, Inc. dba Dockwa ("Company") and the entity identified in the applicable order ("Customer"). (Each a "party" and collectively, the "parties").

THE EFFECTIVE DATE OF THIS AGREEMENT SHALL COMMENCE UPON CUSTOMER'S ACCEPTANCE OF THIS AGREEMENT BY CLICKING 'ACCEPT' OR EXECUTING AN ORDER FORM THAT INCORPORATES THIS AGREEMENT BY REFERENCE. BY ACCEPTING THIS AGREEMENT CUSTOMER AGREES TO COMPLY AND BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF CUSTOMER DOES NOT HAVE AUTHORITY OR DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT USE THE SERVICES.

1. SAAS SERVICE AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of or cancel passwords it deems inappropriate. "Services" mean the software-as-a-service applications and platform provided by Company as ordered/purchased by Customer under an Order Form, including support and maintenance of the SaaS, but excluding professional services. An "Order Form" means one or more ordering documents for purchases of Services and products, that are executed by Customer and Company from time to time. By entering into an Order Form, Customer agrees to be bound by the then current and/or updated version of this Agreement. Order Forms are incorporated into this Agreement.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the Company's standard practice.

The Company will provide Technical Support to Customer via both telephone and electronic mail seven (7) days a week during the hours of 9:00 am through 5:00 pm Eastern time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a helpdesk ticket during Support Hours by calling (401) 236-8304 or any time by emailing support@dockwa.com.

Company will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.

2.2 Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's terms of service then in effect (available at <https://ahoy.dockwa.com/about-us/terms-of-service>) and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from a violation of the foregoing or otherwise from Customer's use of Services.

2.3 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

2.4 Customer shall (a) be responsible for its users' compliance with this Agreement; (b) be responsible for the accuracy, quality, integrity, and legality of Customer Data and of the means by which Customer acquired Customer Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Company promptly of any such unauthorized access or use, (d) use the Services only in accordance with the documentation and applicable laws and government regulations, and (e) provide Company with assistance, information and materials that are reasonably requested as necessary to effectively provide the Services. "Customer Data" means any data of the Customer, regardless of whether in printed or electronic form, that is (i) provided to or accessed by Company in order for Company to perform its obligations under this Agreement, (ii) provided to Company by its users, or (iii) derived from Customer's use of the Software and Services. Customer Data expressly excludes any Aggregated Data as defined in Section 3.3.

2.5 Company may temporarily suspend Customer's and its users' access to the Services in the event that either Customer or any of its users is engaged in, or Company in good faith suspects Customer or any of its users is engaged in, any unauthorized conduct (including, but not limited to any violation of this Agreement including failure to pay any fees when due). Company will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Company's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include its user sub-accounts. Customer agrees that Company shall not be liable to Customer or any of its users or any other third party if Company exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Company's reasonable satisfaction, Company shall reinstate Customer's and its users' access and use of the Services. Notwithstanding anything in this Section to the contrary, Company's suspension of Services is in addition to any other remedies that Company may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Company may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 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 Company includes non-public information regarding features, functionality and performance of the Service. 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 herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that 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, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c)



was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2 As between Company and Customer, Customer owns all right, title and interest in and to the Customer Data.

3.3 As between Company and Customer, Company owns and retains all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with support for the Services, (c) Company Confidential Information and/or Aggregated Data, and (d) all intellectual property rights related to any of the foregoing. "Aggregated Data" is anonymous, statistical, analytical and other aggregated data that is collected automatically while performing the Services for the main purpose of improving the Services and that does not personally identify Customer or its users. Aggregated Data cannot be re-identified.

3.4 There are no licenses by implication under this Agreement and no rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees, including processing fees, described in the Order Form for the Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change its pricing as set forth in Section 5.1 below. Company may offer promotional pricing or offers which shall be applicable solely while such promotion or offer lasts, at Company's sole discretion. Company does not provide price protection or refunds in the event of promotions or price decreases.

4.2 If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 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, provided that (i) Customer pays all undisputed amounts when due; (ii) Customer identifies the specific charge(s) in dispute and provides a reasonably detailed written explanation of the basis for the dispute; and (iii) Customer reasonably cooperates with Company in investigating and resolving the dispute. Inquiries should be directed to Company's customer support department.

4.3 The Customer agrees to enroll in automatic billing. The customer will authorize the Company: (a) to initiate recurring automated clearing house (ACH) debit entries or debit card payments from the checking or savings account you specify, or (b) to initiate recurring charges from your specified credit card.

4.4 The amount debited from the customer's checking or savings account or charged to the customer's credit card every billing period will be the amount indicated on the Order Form, or, for any renewal term, the price as of the date of such renewal set forth in our pricing page (<https://ahoy.dockwa.com/marina-management/pricing>), plus additional charges billed to your account during the term, less credits or payments posted to your account. Once the enrollment is processed, all payments will be automatically withdrawn from the specified checking or savings account or charged to the designated credit or debit card at the beginning of each subscription term, unless the Customer cancels the subscription in accordance with section 5. Customer understands and agrees that if Customer suspends or terminates its payments (or its payment authorization), and Customer does not cure such payment breach as set forth in Section 5.2, Company may, in accordance with Section 2.5, suspend all Services, including suspending Company's transaction payouts to

Customer's bank account.

4.5 Company may choose to bill through an invoice, in which case full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice.

4.6 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, and may result in immediate termination of Service.

4.7 Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.8 Payments by check must be mailed to:

Dockwa
P.O. Box 179
Freeport, ME 04032

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement is for an Initial Subscription Term of twelve (12) months, and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (collectively, the Initial Subscription Term plus all renewal terms, the "Term"), unless either party requests not to renew at least thirty (30) days prior to the end of the then-current term. The pricing for any automatic renewal term will be the same as that during the immediately prior Subscription Term unless Company has given Customer written notice of a price change at least thirty (30) days before the end of the expiring Subscription Term, in which case the price change will be effective upon renewal. Customer understands and agrees that if Company agrees to provide Services to Customer in the future after Customer's subscription terminates for any reason, the amount Customer paid under any prior term or time period is not determinative of the amount Customer will pay should Company provide Services to Customer again.

5.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement.

5.3 Customer will pay in full for the Services up to and including the last day on which the Services are provided. Company shall have the right to terminate this Agreement for convenience upon at least sixty (60) days prior written notice to Customer. If Company exercises such termination right, Company shall refund to Customer the amount of any pre-paid fees for the remainder of the terminated Term.

5.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES



WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense, (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

9.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent.

Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement (and all documents incorporated herein) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. In the event of a conflict between this Agreement and any Order Form, or other document referencing this Agreement that is executed by both Parties, the Order Form shall govern. This Agreement, including each Order Form, shall prevail over any different, conflicting, inconsistent or additional terms contained in any purchase order or like document issued by Customer. All waivers and modifications to this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Customer agrees that, so long as this Agreement remains in effect, and for a period of two (2) year following the termination or expiration hereof, it will not directly solicit for employment the employees of Company without Company's prior written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Customer of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, only job postings and social networking sites.

9.2. Company can change, update, add or remove provisions of this Agreement at any time by posting the updated version online and by providing a notice on the Services. Any changes will become effective for Customer after Customer's then-current subscription expires or terminates. If Customer does not agree with such changes, Customer may choose not to renew Customer's subscription even if Customer previously agreed to automatic renewal for payment. Company may make changes to the Services at any time, provided that Company shall not materially diminish the quality of the Services. We will not be liable to Customer or any third-party should we exercise our right to modify the Services.

10. HARDWARE PRODUCTS TERMS

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



HARDWARE PRODUCTS TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY. THESE TERMS APPLY SOLELY IN THE EVENT OF THE PURCHASE OF A HARDWARE PRODUCT.

THE TERMS AND CONDITIONS OF PRODUCT SALES ARE LIMITED TO THOSE CONTAINED HEREIN AND THOSE WITHIN AN ORDER FORM. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN ANY FORM DELIVERED BY YOU ("BUYER") ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN.

BY MAKING AN ORDER FOR PRODUCTS FROM **THE WANDERLUST GROUP, INC. DBA DOCKWA ("SELLER")**, BUYER AGREES TO BE BOUND BY AND ACCEPTS THESE HARDWARE TERMS ("**TERMS**").

These Terms constitute a binding contract between BUYER and SELLER (as defined in the Order Form) and are referred to herein as either "Terms" or this "Agreement". BUYER accepts these Terms by placing an order with SELLER through an Order Form.

1. PRODUCTS

"Product" means the tangible hardware equipment (including point of sale devices) supplied by SELLER to BUYER in accordance with an Order Form that is accepted by SELLER.

2. PURCHASE PRICE

BUYER agrees to pay SELLER the price for the Products, in the amount and in accordance with the payment terms set forth in the Order Form. Prices for the Products will be listed at the time of BUYER's purchase. SELLER may change pricing and availability at any time. If BUYER does not submit immediate payment, SELLER may delay shipment of the Products until the full amount of BUYER's payment is received. The amounts BUYER pay for the Products are in addition to the fees BUYER pay for other business services that may be offered by SELLER and its affiliates (each, a "SELLER Service" or "Service") that are provided to BUYER under BUYER's agreements with SELLER, including the SELLER SaaS Agreement (collectively, the "SELLER Agreements").

Unless otherwise stated, the prices shown for the Products exclude taxes and shipping costs. SELLER will add all taxes and shipping costs to the total amount of BUYER's purchase, and show BUYER the final amount due before BUYER completes its purchase. BUYER is solely responsible for all taxes and shipping costs that apply to the Products that BUYER purchases.

These Purchase Terms apply to any Products that SELLER chooses to provide to BUYER at no cost, and BUYER's rights and obligations with respect to those Products do not change merely because BUYER did not pay for the Products.

3. TAXES

All prices and charges for Products provided hereunder are exclusive of any taxes applicable to the transaction, such as value added taxes, sales or use taxes, duties, or other taxes or levies imposed by any government, public authority, or government agency on BUYER's purchase of the Products hereunder, all of which are the responsibility of BUYER to pay, provided, for avoidance of doubt, that BUYER shall not be responsible for payment of any taxes based on the income, property or employment of employees by SELLER. In the event SELLER is ever assessed or threatened to be assessed taxes, fees, levies, penalties and/or fines regarding BUYER's failure to pay any taxes applicable to the transaction, BUYER agrees to indemnify SELLER for the amount claimed due from BUYER.

4. AVAILABILITY

Products are manufactured by third parties and resold by SELLER. While SELLER uses reasonable efforts to maintain sufficient supply of the Products, inventory shortages at SELLER manufacturers and distributors may affect SELLER's ability to fulfil an order. If there is a delay in manufacture or distribution of a certain Product that SELLER believes will affect BUYER's order, SELLER will use reasonable efforts to notify BUYER of the delay and keep BUYER informed of the revised delivery schedule. SELLER is not obliged to accept any order, and SELLER may cancel accepted orders at any time if SELLER is unable to fulfil the order for any reason.

5. SHIPMENT AND DELIVERY

SELLER shall ship products to BUYER as set forth in the Order Form and upon payment of the purchase price specified in such Order Form. BUYER understands that all Products purchases must be paid in full prior to shipment of the Products to BUYER. Either party may notify the other of complications arising with these dates and will reschedule at that time. Exact delivery time cannot be guaranteed. SELLER will select the carrier that will ship the Products. SELLER will inform BUYER of the shipping fees (if any) before BUYER confirm BUYER's order. If SELLER provides BUYER with an estimated shipping or delivery date, that date is not guaranteed, and inventory shortages or events beyond SELLER's control could impact the delivery date. Also, many events beyond SELLER's control can affect the delivery of Products after SELLER provides them to the carrier. SELLER is not liable for late shipment or delivery, or any loss, damage, or penalty BUYER may incur from any delay in shipment or delivery, even if BUYER has paid an additional fee for expedited shipping. Despite any contrary terms in any invoice or purchase order, title and risk of loss for the Products passes to BUYER when SELLER delivers the Products to the address that BUYER provides. Unless otherwise agreed in an Order Form, SELLER only ships Products within the United States of America.

6. CANCELLATION/RETURN POLICY

(a) Cancellation. If BUYER submits an order, and SELLER accepts the order, BUYER is bound by the order unless SELLER cancels the order. If SELLER cancels BUYER's order, SELLER will fully refund the purchase price to BUYER. In the event BUYER cancels BUYER's order prior to shipment of the Products, SELLER will refund to BUYER within thirty (30) days the amount of BUYER's payment (if any) [LESS any expenses already incurred by SELLER] using the same method of payment BUYER used to purchase the Product.

(b) Returns. BUYER may return any Product in its original packaging and condition (including all accessories and components) within 30 days after the date of BUYER's purchase. To begin the return process for a Product, please contact SELLER at support@dockwa.com. SELLER will provide BUYER with return shipping instructions. If BUYER follows SELLER instructions, SELLER will cover the cost of return shipping and will refund BUYER's purchase price in full using the same method of payment BUYER used to purchase the Product. SELLER will not take title to any returned Product until the item arrives at the facility to which SELLER instruct BUYER to return the Product. Returns may be subject to a restocking fee. Notwithstanding the terms of this section to the contrary, BUYER agree that any duties and taxes that may be recoverable by BUYER will not be charged or collected from SELLER. This clause does not limit any rights that BUYER might have to seek a refund under applicable Law.



7. USE OF THE PRODUCTS

(a) BUYER may only purchase the Products for BUYER's own use. BUYER may not otherwise resell, rent, lease or further distribute Products, or allow a third party to use Products that BUYER has purchased. SELLER reserves the right to refuse to sell or ship the Products to any person SELLER believes intends to use, resell, distribute or lease the Products in a manner prohibited by these Terms. The foregoing limitations will not apply to the extent prohibited by applicable Law.

(b) BUYER agrees that use of the Products is subject to the additional terms of the original equipment manufacturer and/or of the provider of additional payment services applicable to point of sale devices (collectively, "Additional Terms"). Such Additional Terms are hereby incorporated by reference and you agree and accept that you are subject to and bound by these Additional Terms, including without limitation, Stripe's Terminal Device Software License Agreement and Stripe Terminal Services Terms (the "Stripe Agreements") and BUYER agrees to use the Products in a manner that is consistent with the terms of the Stripe Agreements.

(c) Additionally, BUYER must not, and must not enable or permit any third party to:

- use a Product in any country other than the country to which SELLER shipped that product;
- represent, or use any technical measures in an attempt to represent, that the location of a Product is a location different from its actual physical location;
- use a Product to enable any party (including BUYER) to benefit from any activities SELLER has identified as a restricted business or activity. Restricted businesses include use of the Products in or for the benefit of a country, organization, entity, or person embargoed, blocked or on a sanctions list identified by any government, government body or supranational body; or
- (i) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way, any data, content, or any part of a Product Documentation, except as expressly permitted by applicable Law; (ii) transfer any rights granted to BUYER under these Terms unless otherwise agreed between BUYER and SELLER in writing; (iii) work around any of the technical limitations implemented in a Product or enable functionality that is disabled or prohibited; (iv) reverse engineer or attempt to reverse engineer a Product except as expressly permitted by applicable law; (v) perform or attempt to perform any actions that would interfere with the normal operation of a Product or impact the use of the Products by other users; or (vi) impose an unreasonable or disproportionately large load on the SELLER Services.

(d) If SELLER suspects or knows that BUYER is using or have used Products for unauthorized, fraudulent, or illegal purposes, or in a manner that exposes BUYER, SELLER, or others to risks unacceptable to SELLER, SELLER may limit or disable the functionality of BUYER's Products, until such time as BUYER demonstrates to SELLER's reasonable satisfaction that SELLER's suspicion was unfounded, or BUYER provides SELLER with sufficient assurances that the unacceptable use has been appropriately mitigated and will not recur. Use of the Products in conjunction with any other products, such as hardware accessories, may lead to incompatibilities which may cause the Products to not function correctly. As a consequence, all such use is at BUYER's own risk. These Terms do not grant any rights or licenses in the Products other than as expressly stated in these Terms and the Terminal Device EULA.

8. LIMITED WARRANTY

SELLER will provide a one-time immediate Product replacement on any Product supplied by SELLER which failed during normal use. BUYER shall not be responsible for the cost of the replacement Product. At SELLER's option, BUYER may be responsible for the cost of shipping and other out of pocket expenses made by SELLER.

Additionally, the Product manufacturer provides a one-year limited warranty against defective materials and faulty workmanship in the Products. The warranty period starts on the date of BUYER's original purchase of the Product from SELLER and/or receipt of a Product replacement, as applicable, and ends one year after that date. If BUYER submits an additional claim during this warranty period that is within the scope of the manufacturer limited warranty, and BUYER follows SELLER's instructions for returning the Product, SELLER will at its option, to the extent permitted by applicable Law, either repair the Product, replace the Product, or refund to BUYER all or part of the purchase price of the Product. This limited warranty applies only to unaltered Products that are used in accordance with these Terms and not subject to accident, misuse, or neglect. This provision does not cover damage resulting from acts of God, flood, lightning, malicious software, BUYER'S negligence, alterations, mishandling, BUYER's improper installation, or BUYER's failure to protect such Product.

This limited warranty gives BUYER specific rights and is personal to BUYER. BUYER may not transfer this warranty to any other person. BUYER may have additional rights under applicable Law, and this limited warranty does not affect those rights. To make a warranty claim, please contact us at support@dockwa.com. SELLER will provide BUYER with information about how to return Products and obtain a replacement Product.

BUYER ACKNOWLEDGES THAT BUYER'S SELECTION OF ANY PARTICULAR PRODUCT IS BASED ON BUYER'S OWN EVALUATION OF THE REQUIREMENTS OF BUYER'S BUSINESS AND BUYER'S EVALUATION OF THE FUNCTIONS, CAPACITIES AND SPECIFICATIONS OF THE PRODUCTS SELECTED. SELLER DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OR ANY OF BUYER'S REQUIREMENTS OR ANY REQUIREMENTS IMPOSED BY BUYER.

9. DISCLAIMER

THE PRODUCTS ARE PROVIDED AS-IS AND WITH ALL FAULTS. EXCEPT AS EXPRESSLY STATED IN THESE TERMS, SELLER, ITS AFFILIATES, AND THE RESPECTIVE SUPPLIERS, LICENSORS AND SERVICE PROVIDERS OF SELLER AND EACH SELLER AFFILIATE (EACH A "SELLER PARTY" AND TOGETHER THE "SELLER PARTIES") PROVIDE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, AND SELLER DISCLAIMS AND EXCLUDES ANY IMPLIED TERMS, REPRESENTATIONS, WARRANTIES, AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, SATISFACTORY QUALITY AND NON-INFRINGEMENT, AS WELL AS ANY OTHER IMPLIED WARRANTIES, SUCH AS WARRANTIES REGARDING DATA LOSS, AVAILABILITY, ACCURACY, FUNCTIONALITY AND LACK OF VIRUSES. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW, BUT WHICH MAY BE LIMITED IN DURATION, LAST FOR ONE YEAR FROM THE DATE ON WHICH BUYER RECEIVES A PRODUCT.



10. LIMITATION OF LIABILITY

(a) UNDER NO CIRCUMSTANCES WILL ANY SELLER PARTY BE RESPONSIBLE OR LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE TO BUYER FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES RESULTING FROM BUYER'S USE OR INABILITY TO USE THE PRODUCTS OR FOR THE UNAVAILABILITY OF THE PRODUCTS, FOR LOST PROFITS, PERSONAL INJURY TO THE EXTENT ALLOWED BY APPLICABLE LAW, OR PROPERTY DAMAGE, OR FOR ANY OTHER DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THESE TERMS OR BUYER'S USE OF THE PRODUCTS, EVEN IF THOSE DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT BUYER OR THE SELLER PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. THE SELLER PARTIES ARE NOT LIABLE WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) UNDER STATUTE OR OTHERWISE, AND FURTHER DENY RESPONSIBILITY FOR, ANY DAMAGES, HARM, OR LOSSES TO BUYER ARISING FROM OR RELATING TO HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE PRODUCTS. THE SELLER PARTIES ARE NOT LIABLE, AND FURTHER DENY RESPONSIBILITY FOR ALL LIABILITY AND DAMAGES TO BUYER OR OTHERS WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR OTHERWISE CAUSED BY (I) BUYER'S OR BUYER'S EMPLOYEES', AGENTS', CONTRACTORS', END USERS', AND OTHER PERSONNEL'S ACCESS OR USE OF THE PRODUCTS INCONSISTENT WITH THE DOCUMENTATION; (II) ANY UNAUTHORIZED ACCESS OF SERVERS, INFRASTRUCTURE, OR DATA USED IN CONNECTION WITH THE PRODUCTS; (III) INTERRUPTIONS TO OR CESSATION OF THE PRODUCTS; (IV) ANY BUGS, VIRUSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE PRODUCTS; (V) ANY ERRORS, INACCURACIES, OMISSIONS, OR LOSSES IN OR TO ANY DATA PROVIDED TO US; (VI) THIRD-PARTY CONTENT PROVIDED BY BUYER OR BUYER'S EMPLOYEES, AGENTS, CONTRACTORS, END USERS, AND OTHER PERSONNEL; OR (VII) THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHERS. The foregoing limitations will not apply to the extent prohibited by applicable Law.

(b) Except to the extent prohibited by applicable Law, BUYER agrees to limit any additional liability whether in contract, tort (including negligence), under statute or otherwise not disclaimed or denied by the SELLER Parties under these Terms to BUYER's direct and documented damages; and BUYER further agrees that under no circumstances will any such liability exceed in the aggregate the amount paid by BUYER to SELLER for the Products.

(c) Nothing in these Terms operates to exclude or limit liability for (i) death or bodily injury; or (ii) fraud or willful misconduct, to the extent that doing so would contravene applicable law.

11. MISCELLANEOUS

(a) BUYER may not assign any of the rights, interests, or obligations under these Terms without the prior written consent of SELLER. BUYER consents to receiving electronic notifications, which may be provided via a Web browser or e-mail application connected to the Internet. In addition, Internet connectivity requires access services from an Internet access provider. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of written and signed documents.

(b) These Terms will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to conflict-of-laws principles. Any action or proceeding seeking to enforce any provision of these Terms or based on any right arising out of these Terms must be brought against any of the parties in the state and federal courts in Massachusetts, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to such venue. If SELLER has to retain an attorney to interpret or enforce the provisions of these Terms, to rescind

these Terms, or otherwise with respect to the subject matter of these Terms, even if an arbitration, suit, or action is not instituted, the SELLER will be entitled to recover from BUYER with respect to such issue, in addition to costs, reasonable attorney fees incurred in the consultation, preparation, prosecution, or defense of such issue.

(c) These Terms, together with the Order Form (and including the documents and instruments referred to in these Terms) and any modifications as set forth below constitute the complete and exclusive agreement and understanding of the parties with respect to the subject matter of these Terms and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter. These Terms may not be explained or supplemented by any prior course of dealings or trade by custom or usage. SELLER reserves the right to make changes to these Terms at any time. Any use of the products or services by BUYER after 30 days shall be deemed to constitute acceptance by BUYER of such modifications. If any provision contained in these Terms is or becomes invalid, illegal or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of these Terms, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under Massachusetts law. Provisions in these Terms which by their nature are intended to survive termination (including indemnification obligations and limitations of liability) will survive termination of these Terms.



Response to Request for Proposal

**RFP #4254
ON-CALL APPRAISAL SERVICES
Transportation Mobility Parking**

**City of Norwalk
*Purchasing Department***

January 17, 2023

Kerin & Fazio, LLC

23 SHERMAN STREET, FAIRFIELD CT 06824

TEL: (203) 292-5500 FAX: (203) 259-9501

ORIGINAL



January 17, 2023

Mr. Chris McCauley, Purchasing Officer
City of Norwalk Purchasing Department
125 East Avenue, Room 211
Norwalk, CT 06856-5125

RE: RFP 4254, On-Call Appraisal Services

Dear Mr. McCauley,

Thank for the opportunity to bid on the above referenced Request for Proposal. We are a Connecticut-based appraisal firm built on the expertise of three MAI-designated appraisers, with combined experience of over 80 years in the Connecticut real estate market. Our professionals have a broad base of knowledge valuing all types of real estate including retail shopping centers, Class A office, special purpose manufacturing, distribution warehouse, multi-family residential, health care properties, and hospitality. In addition to our fee appraisal experience, we have recently completed revaluations in the cities of Stamford, Middletown, New Britain, Bristol, Shelton, and Bridgeport, demonstrating our ability to complete large scale valuation assignments. To ensure superior quality and unmatched personal service, our principals work closely with our clients, and remain fully involved in all projects.

We are pleased to submit our bid without exception to perform the services as outlined in the RFP, specifications. We agree to the City's standard Contract/Agreement language attached to the RFP and will sign all necessary agreements upon contract execution.

For further information and clarification and to whom all office notices or correspondence shall be sent:

Christopher Kerin, MAI, CCIM
Michael Fazio, MAI
David Herbst, MAI
Phone: (203) 2599-9500
Email: chris@kfvg.com
Email: mike@kfvg.com
Email: david@kfvg.com

The proposed bid amount is valid for 60 days from the date of bid opening.

An affirmative Action Employer, Kerin & Fazio, LLC maintains an active Affirmative Action plan. We are also recognized by the State of Connecticut as a Small Business Enterprise (SBE).

Our work will conform to the Uniform Standards of Professional Appraisal Practices (USPAP) and the high standards and stringent ethics of the Appraisal Institute.

With our unmatched background and experience appraising residential and commercial properties in Connecticut, we believe we are the best choice to partner with the City of Norwalk to provide On-Call Appraisal Services, as needed and when needed, for its Sidewalk Installation Program. Thank you for the opportunity to bid on this assignment. We look forward to continuing our relationship with you. Please contact me for further information or clarification.

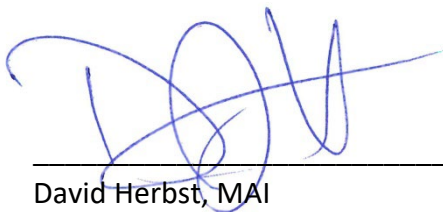
Respectfully Submitted,



Christopher Kerin, MAI, CCIM



Michael Fazio, MAI



David Herbst, MAI

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Company Experience

Firm History

Kerin & Fazio, LLC is a real estate valuation and advisory firm founded in 2004 by Christopher Kerin and Michael Fazio. The company is headquartered in Fairfield, Connecticut.

Our goal Kerin & Fazio, LLC is to provide the highest quality valuation and advisory services to our clients, focusing primarily on real estate located in Connecticut. We have three (3) Certified General Real Estate Appraisers holding the MAI designation. Our firm has completed 900 commercial appraisal assignments in Fairfield County within the previous five years, including 125 in Norwalk. Our combined professional expertise and in-house review process ensure a high-quality product.

Our professionals have a broad base of experience valuing all types of real estate including high-end retail, Fortune 100 headquarters, industrial, multi-family residential, affordable housing, residential subdivision, condominium developments, health care properties, and hospitality.

Kerin & Fazio is on the approved list for the majority of local and regional financial institutions, and has completed assignments for local, state, and federal government agencies. Our management expertise is evidenced by several multi-property portfolio appraisal assignments completed over the past three years, and the completion of revaluation assignments with up to 40,000 parcels each.

We are available for expert testimony in support of our valuations, and have participated in hundreds of pre-trial conferences, and dozens of trials.

Appraisal & Consulting Capabilities

Appraisals for Commercial Lending	Expert Court Testimony
Takings, Partial & Total	Neighborhood Impact Studies
Portfolio Valuations	Eminent Domain Valuations
Asset Purchase/Disposition	Environmental Contamination Valuations
Development Impact Studies	Sewer System Impact Analysis
Litigation Support	Ad Valorem Tax Appeal Consulting

Company Resources

We have unmatched access to local and regional market data. We maintain a proprietary internal database of commercial sales, leases, capitalization rates, and expenses, with over 11,000 entries, giving us unique insight into the regional commercial real estate markets. We subscribe to CoStar, a commercial database reporting current lease offering, completed leases, sale offerings, and confirmed sales. CoStar also enables us to analyze local market data such as vacancy, rental rate, and absorption rates across all property types, isolating for property characteristics such as physical characteristics and location.

Valuation Expertise

Our valuation expertise includes a wide range of property types. Relevant experience includes by is not limited to automotive dealership, gas station/auto repair, fast food restaurant, retail building, land with billboard, multi-tenant office, medical office, regional shopping center, pharmacy, hospitality, special purpose manufacturing, warehouse, skilled nursing facilities, and multi-family, and single family residential.

In addition to numerous single assignment easement valuations, the following table provides samples of recent multi property easement valuation assignments completed.

Multi Property Easement Assignments

Assignment	Municipality/Client	Number of properties
Traffic Signal Easement Acquisition	City of Norwalk, Mobility Parking	3
Temporary and Permanent Easements (Commerce Drive Bridge Project)	Town of Fairfield, Engineering Department	3
Sidewalk Easements	Town of Trumbull, Engineering Department	9
Sidewalk Easements	Town of Newtown, Engineering Department	3
Danielson Airport Avigation Easements	Connecticut Airport Authority c/o Stantec	18
Hartford-Brainard Airport Avigation Easements	Connecticut Airport Authority c/o Stantec	20
Bradley Airport Avigation Easements	Connecticut Airport Authority c/o Hoyle, Tanner & Associates, Inc.	37

The following tables provide samples of additional recent valuation assignments completed on various property types.

Skilled Nursing Facilities

Property	City	Property Size (Beds)	Scope
Bloomfield Healthcare	Bloomfield, CT	120	Appraisal
Touchpoints at Bloomfield	Bloomfield, CT	150	Appraisal
Apple Rehab	East Haven, CT	120	Appraisal
Kettlebrook	East Windsor, CT	166	Appraisal
Lord Chamberlain	Stratford, CT	250	Appraisal

We have participated in many pre-trial conferences involving senior housing properties and have completed the valuation of dozens of senior housing properties in connection with revaluation assignments. Chris Kerin and David Herbst also presented a seminar on the valuation of senior housing at the 2016 Assessor's School at UCONN.

Specialty Manufacturing

Property	City	Property Size (SF)	Scope of Work
Pepperidge Farm	Bloomfield	215,000	Appraisal
Niagara Bottling	Bloomfield	435,000	Appraisal
Kaman Corporation	Bloomfield	635,000	Appraisal
Pratt and Whitney	East Hartford	4,000,000	Appraisal/Revaluation
Sikorsky	Stratford	2,500,000	Revaluation

Retail Shopping Center

Property	City	Property Size (SF)	Scope of Work
Brickyard Plaza	Berlin	237,000	Appraisal
Copaco Shopping Center	Bloomfield	415,000	Appraisal
Stop & Shop	Glastonbury	112,000	Appraisal
Stop & Shop	Norwalk	84,100	Appraisal
Stop & Shop	Wallingford	95,000	Appraisal

Multi-Family Apartment

Property	City	Property Size (Units)	Scope of Work
Avalon East Norwalk	Norwalk	240	Appraisal
Arbors at Brighton Park	Bloomfield	132	Appraisal
The Renaissance	Shelton	126	Appraisal
Brooksyde Apartments	West Hartford	123	Appraisal
Brookview Commons	Danbury	115	Appraisal

Hospitality

Property	City	Property Size (Rooms)	Scope of Work
Holiday Inn	Bridgeport	209	Appraisal
Hyatt Place	Milford	87	Appraisal
Doubletree Norwalk	Norwalk	265	Appraisal
Courtyard Marriott	Shelton	161	Appraisal
Courtyard Marriott	Wallingford	143	Appraisal

Large Office

Property	City	Property Size (SF)	Scope of Work
Eversource HQ	Berlin	800,000	Appraisal
Duracell HQ	Bethel	300,000	Appraisal
ESPN Headquarters	Bristol	450,000	Appraisal/Revaluation
The Towers	Norwalk	290,000	Appraisal
Pitney Bowes	Shelton	475,000	Appraisal

Medical Office

Property	City	Property Size (SF)	Scope of Work
Hospital Avenue	Danbury	40,000	Appraisal
Sand Pit Road	Danbury	31,200	Appraisal
Post Road	Fairfield	52,200	Appraisal
Church Street	New Haven	66,300	Appraisal
State Street	North Haven	25,000	Appraisal

Pharmacy

Property	City	Property Size (SF)	Scope of Work
CVS	Bristol	12,130	Appraisal
Walgreens	New Britain	14,500	Appraisal
CVS	Groton	14,300	Appraisal
CVS	Southington	10,125	Appraisal
Walgreens	Wethersfield	13,900	Appraisal

Warehouse

Property	City	Property Size (SF)	Scope of Work
HomeGoods	Bloomfield	800,000	Appraisal
Trader Joe's	Bloomfield	705,000	Appraisal
Murtha Industrial Park	Beacon Falls	350,000	Appraisal
Henry Street	Bethel	360,000	Appraisal

Litigation Support Services

Kerin & Fazio specializes in commercial real estate appraisal and provides litigation support and expert testimony to a wide range of municipal clients. In the last five years we have been involved in hundreds of pre-trial conferences in Connecticut Superior Courts for both our revaluation and litigation support municipal clients.

Recently, Christopher Kerin was the expert witness for West Hartford in the case, “Walgreen Eastern Company, Inc. v. Town of West Hartford”. The Superior Court ruled accepted Chris’s valuation, which was based on the Highest & Best Use as a retail pharmacy. The decision was appealed to the Connecticut Supreme Court, which upheld the lower court’s ruling in a July 2018 decision. The case has wide ranging impact, with more than a dozen pending Walgreen’s tax appeal cases in Connecticut.

In the Summer of 2017, the New Britain Superior Court accepted David Herbst’s valuation in the case, “Anthony J. Spadaccini and Sole, LLC vs. Town of Norwalk”, and ruled that the plaintiffs had failed to prove aggrievement. The subject property was a retail gasoline station and convenience store. David’s valuation was based primarily on the Income Approach utilizing the net operating income from the going concern. The case is significant in affirming that the income approach based on the going-concern income can be an appropriate methodology for tax assessment purposes.

In January 2010, the Bridgeport Superior Court upheld the Bridgeport Assessor’s valuation of a 136-slip marina after Michael Fazio’s appraisal and testimony (Frank Gulia, Jr. Trustee v. Town of Bridgeport). Judge Aronson found Mike’s analysis, based on the unit of comparison of price per slip, credible, and ruled that the plaintiff did not prove aggrievement.

Recent Litigation Support Clients

Beacon Falls	East Hartford	Stamford
Berlin	Greenwich	Stratford
Bloomfield	Groton	Torrington
Bridgeport	Milford	Trumbull
Bristol	New Britain	Wallingford
Cheshire	New Haven	Waterbury
Cromwell	Norwalk	West Hartford
Danbury	Rocky Hill	Westport
Deep River	Shelton	Wethersfield
Derby	Simsbury	Woodbury

Chris, Mike, and David are partners in both Municipal Valuation Services, LLC and Kerin & Fazio, LLC. In the last five years we have been involved in hundreds of pre-trial conferences in Connecticut Superior Courts.

Revaluation Experience

In addition to real estate appraisals, we have successfully completed over 40 Revaluations within Connecticut, since 2010, through our sister company, Municipal Valuation Services, LLC. We use the industry-standard SPSS statistical program to measure and test the statistical reliability of sales in order to ensure quality revaluations. Munival has consistently exceeded performance-based testing standards, with less than 10% COD, and less than 3% deviation in PRD testing.

The following table summarizes the Revaluation assignments completed within the previous five years.

Municipality	Contact	Phone	# of Parcels	Scope of Services	Grand List Year
Berlin	Joseph Ferraro	860-828-7167	9,802	Statistical Revaluation	2022
Bristol	Thomas DeNoto	860-584-6240	21,365	Hybrid inhouse with Data Mailers	2022
Guilford	Jennifer Bernardo	203-453-8010	10,924	Full Revaluation with Data Mailers	2022
Middletown	Damon Braasch	860-638-4930	15,991	Full Revalutaion with Data Mailers	2022
New Britain	Mike Konik	860-826-3323	17,378	Full Revalutaion with Data Mailers	2022
Simsbury	Francine Beland	860-658-3278	300	Commerical Real Estate Properties Only	2022
Stamford	Gregory Stackpole	203-977-4018	35,071	Full Revaluation	2022
Winchester	Jill Healey	860-379-5461	5,656	Full Revalutaion with Data Mailers	2022
Beacon Falls	June Chadderton	203-723-5253	2,697	Full Revaluation with Data Mailers	2021
East Hartford	Brian Smith Sr.	203-291-7260	16,367	Statistical Revaluation	2021
Easton	Rachel Maciulewski	203-268-6291 x150	3,528	Statistical revaluation with Data Mailers	2021
Meriden	Melinda Fonda	203-630-4065	19,547	Full Revaluation with Data Mailers	2021
Shelton	William Gaffney	203-924-1555 x1500	16,055	Full Revaluation with Data Mailers	2021
Trumbull	Mark DeVestern	203-452-5014	12,989	Full Revaluation with Data Mailers	2021
Westbrook	Wendy Leone	860-399-3016 x1122	4,523	Full Revaluation with Data Mailers	2021
West Hartford	Joseph Dakers	860-561-7416	1,269	Commerical Real Estate Properties Only	2021
Bridgeport	Bill Gaffney	203-394-6968	35,940	Full Revaluation with Data Mailers	2020
Fairfield	Ross Murray	203-256-3110	21,624	Update Revaluation	2020
Hamden	Sue Gruen (Town Attorney)	203-287-7055	19,549	Full Revaluation	2020
North Branford	Dave Ambrose	203-484-6013	5,662	Update Revaluation	2020
Stratford	Donna Otowski	203-385-4025	19,865	Full Revaluation	2019
Torrington	Tom DiStasio	860-489-2222	14,719	Full Revaluation	2019
Barkhamstead	Carmen Smith	860-379-3600	2,129	Full Revaluation	2018
Naugatuck	Carol Ann Tyler	203-720-7016	11,257	Full Revaluation	2018
New Canaan	S. Caldarella	203-594-3005	7,394	Update Revaluation	2018

Project Understanding

Response

Our response to the Request for Proposal for On-Call Appraisal Services (RFP No. 4254) is to provide written "Before and After" appraisal reports as requested for its Sidewalk Installation Program in the State of Connecticut ("DOT") approved eminent domain format in connection with a possible easement acquisition. Using the provided survey of the anticipated easements, analysis of the properties current condition, and the value after the easement acquisition, to assist the City in making an assessment of the damage caused by acquisition of the additional right-of-way easement. The report will include any calculations for any approach to value including to determine the value of the final damages. The City will be responsible for the acquisition of the easement. The Program will be administered by the City in phases, a phase will contain no more than twelve (12) properties, each phase of appraisals shall be complete within sixty (60) days.

The "Before and After" technique utilizing all applicable approaches to value. The DOT format requires that the appraisal report be prepared in conformity with the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* requires invocation of USPAP's Jurisdictional Exception Rule, as described in Section 1-4 of the *Uniform Appraisal Standards for Federal Land Acquisitions (2016)*. All three valuation methodologies will be considered and developed as applicable to the specific property type and characteristics. We anticipate and Income Approach and Sales Comparison Approach to be developed for all income producing properties. The Cost Approach may be applicable to Special Purpose properties and newer construction.

Appraisers shall also perform other related services for the City upon request.

Schedule of Completion

We strive at Kerin & Fazio to complete all appraisal assignments in a timely and orderly manner. Please see below for our typical delivery times.

Property Type	Delivery
Residential Appraisals	10 business days of original order
Commercial Appraisal	Two to six weeks depending on specific scope of the assignment

Personnel

With three (3) MAI-designated appraisers who will have a hand in all valuation, Chris Kerin, MAI, Mike Fazio, MAI, and David Herbst, MAI, have combined valuation experience of over 80 years in Connecticut.

The following personnel will be assigned to assist the On-Call Appraisal Services project.

Partner, MAI Appraiser Christopher Kerin, MAI, CCIM	Chris is a Certified General Appraiser in Connecticut, with the MAI designation, and is a licensed Real Estate Broker. Chris has 30 years of experience appraising residential and commercial properties in Connecticut. He has consulted on more than \$100 billion in real estate and has appeared as a recognized expert in more than 100 Federal and Connecticut court cases. Chris holds a bachelor's degree in Finance with a concentration in Real Estate and Urban Economic Studies from the University of Connecticut. See his full resume on the following pages.
Partner, MAI Appraiser Michael Fazio, MAI	Mike is a Certified General Appraiser in Connecticut, with the MAI designation. He has 35 years of experience appraising residential and complex commercial properties. Mike holds a master's and bachelor's degree in Finance from Sacred Heart University
Partner, MAI Appraiser David Herbst, MAI	David is a graduate of the University of Michigan, with a bachelor's degree in Economics. He is a Connecticut Certified General Appraiser in Connecticut, with the MAI designation.
Appraiser Vincent O'Brien	Vincent is a practicing Affiliate of the Appraisal Institute and has experience in the commercial appraisal field. A graduate of the University of Connecticut, Vincent holds a bachelor's degree in Business Management with a concentration in Entrepreneurship. He has earned his Certified General Real Estate Appraiser license.
Appraiser Ryan Brighindi	Ryan is a practicing Affiliate of the Appraisal Institute and is pursuing his Certified General Appraiser license. A graduate of the University of Connecticut, Ryan holds a bachelor's degree in Business.
Appraiser Jennifer Amaro	Jen is currently pursuing her Certified Residential Real Estate Appraiser license.

Executive Assistant Tama Careathers	Tama has worked with Kerin & Fazio since 2006. She is an expert in the appraisal process and oversees all assignment projects. She is a point of contact for clients and the public.
Administrative Manager Lexus Sierras	Lexus serves as our Project Coordinator for all appraisal assignments, she will be available as the primary point of contact to answer phone calls and emails. Lexus is an expert in the appraisal process and is responsible for overseeing and tracking the assignment process.
Administrative Assistant Mary Kate Fox	Mary Kate is available to assist clients with their customer service needs, she is responsible for scheduling and tracking the assignment process.

References/Statement of Qualifications

Client References

We have performed many appraisals for various government clients throughout Connecticut, including the following four (4) most recent with a similar scope of services requested by the City of Norwalk:

Reference 1

City of Waterbury

Contact: Michael Moriarty, Assessor - Phone: 203-574-6821 | Email: mmoriarty@waterburyct.org

Project Name: Property Appraisal Consultant Services in connection with the 2022 Revaluation.

Project Description, Approach and Methodology: Property Appraisal Consultant Services - property appraisal evaluation & consultant services on selected real property and personal property including but not limited to selected residential housing, commercial and manufacturing categories and on specific commercial, manufacturing, hospital, hotel, nursing home, utility, and industrial properties/businesses. In certain instances, provide independent full real and personal property valuations on selected properties including but not limited to two city hospitals, one or more city hotels, one or more city nursing homes, and on selected complex manufacturing, utility, retail, and industrial businesses.

All three valuation methodologies considered and developed as applicable to the specific property type and characteristics. Income Approach and Sales Comparison Approach to be developed for all income producing properties. The Cost Approach may be applicable to Special Purpose properties and newer construction.

Kerin & Fazio has provided an ongoing review & evaluation services on the revaluation work product developed by eQuality Valuations Services, including but not limited to reviewing the property values and valuation tables to be provided by eQuality Valuation Services.

Year of Project and Length of Project: 2022 – 2023, Ongoing

Project Budgets and Final Invoiced Amount: Billed at the rate of \$300/per hour, project is ongoing, final amount has not been determined.

Contractor Personnel Assigned to Project and Project Role: Christopher Kerin, MAI; Consulting Services

Reference 2**State of Connecticut Department of Transportation (“DOT”)**

Contact: Anthony J. DeLucco, Supervising Property Agent – Phone: 860-594-2413 | Email: anthony.delucco@ct.gov

Project Name: 025-082-001F (State of Connecticut Department of Transportation)

Project Description, Approach, and Methodology: Submit an acceptable appraisal report on the State of Connecticut’s approved eminent domain format. The subject property consisted of a 58-acre parcel of land released by the State of Connecticut to the Town of Cheshire. The subject property is located in the I-C (Interchange District) zoning district, with the easternmost portion of the site being located in the ARPRD (Age-Restricted Planned Residential Development) zoning district. The majority of the subject property is recognized as being in an Aquifer Protection Area in the Town of Cheshire. A 29 Point Narrative Appraisal was prepared on an approved Department of Transportation format in order to establish the market value of the release parcel as of August 8, 2022, the effective date of valuation. The appraiser used all appropriate approaches to value the release parcel based on its highest and best use. The appraisal included a detailed and well supported highest and best use, including a determination if the release parcel is conforming to local zoning standards. Clearly provided all calculations that were used in determining the value for the property. Additionally, the appraisal report included land sales and an adjustment chart.

Year of Project and Length of Project: 2022, One (1) Month

Project Budgets and Final Invoiced Amount: Appraisal Fee, \$4,000

Contractor Personnel Assigned to Project and Project Role: The property was inspected by, and the report was prepared by Vincent OBrien, under the supervision of Michael Fazio, MAI.

Reference 3**Town of Fairfield, Engineering Department**

Contact: Anthony Santiago, Senior Civil Engineer – Phone: 203-256-3015 | Email: asantiago@fairfieldct.org

Project Name: Commerce Drive Bridge Project

Project Description, Approach, and Methodology: Prepare real estate appraisal reports of the requested real property, provide the current damages due to the Taking of land, a temporary easement, and permanent easement for replacement of Bridge 4225. The intended use of the appraisal is to determine the damages to the subject properties due to the Taking. In estimating the value of the easement, the standard “Before and After” technique was utilized, i.e., the estimate of value is based on the difference between the market value of the subject property immediately before and after the Taking. The before value reflects full utilization of the property in accordance with its highest and best use. The after value represents the market value of the property after the Taking. The difference between the before and after values is the market value of the Taking.

Year of Project and Length of Project: 2022, four (4) months

Project Budgets and Final Invoiced Amount: Appraisal Fee, \$8,000

Contractor Personnel Assigned to Project and Project Role: The property was inspected by, and the report was prepared by Vincent OBrien, under the supervision of Christopher Kerin, MAI.

Reference 4**Connecticut Airport Authority c/o Stantec**

Contact: Janice Bland, Senior Associate – Phone: 207-887-3821 | Email: Janice.bland@stantec.com

Project Name: Danielson Airport Easement Acquisition, On-Call Avigation Easement Acquisition and Airspace Obstruction Removal and Lighting Design Services Contract 2019-004, Task Order No. 008 (Stantec Project Number 179450092)

Project Description, Approach, and Methodology: Prepare eighteen (18) real estate appraisal reports in conformance with the Uniform Standards of Professional Appraisal Practice and with current Federal Aviation Administration appraisal procedures as set forth in the FAA Advisory Circular No: 150/5100-17. The purpose of the appraisal is to estimate the damages to the subject properties in determining just compensation and in an application to the Federal Aviation Administration for grant funding to acquire the easement. Inspections of the properties were made for the purpose of estimating the current market value of the subject property before the acquisition of an avigation easement (before value) and after the proposed easement has been placed on the property (after value). The difference between the before and after values is the value loss resulting from the taking of the avigation easement. In estimating damages, the standard "Before and After" technique has been utilized; i.e., the damages are measured based on the difference between the market value of the subject immediately before and after the avigation easement. The before value reflects full utilization of the subject property in accordance with its highest and best use. The after value represents the market value of the property subject to the avigation easement. The difference between the before and after values is the value loss resulting from the taking of the avigation easement.

Year of Project and Length of Project: 2022, three (3) months

Project Budgets and Final Invoiced Amount: Appraisal Fee, \$41,000

Contractor Personnel Assigned to Project and Project Role: The property was inspected by, and the report was prepared by Vincent OBrien, under the supervision of Christopher Kerin, MAI.

Qualifications

Christopher Kerin, MAI, CCIM - Outline of Qualifications, Education, and Experience

Biographical Data

A graduate of the University of Connecticut, Chris holds a degree in Finance with a concentration in Real Estate and Urban Economic Studies. He has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial, and other property types. Chris is one of only 4% of commercial professionals to have earned the elite CCIM designation. CCIM's are nationally recognized as experts in all phases of the real estate investment process. As an MAI, CCIM, licensed real estate broker and appraiser, Chris has the experience, market knowledge and negotiation skills that are critical for advising clients on important real estate investment decisions.

Professional Affiliations

Appraisal Institute – MAI Designation, Certificate No. 10693
 CCIM Institute – CCIM Designation, Certificate No. 8949
 Member – International Council of Shopping Centers
 Member – Real Estate Finance Association, Fairfield County
 Member - National Association of Realtors
 Connecticut Office of Policy and Management – Certified to Perform Revaluation Functions
 For Land/Residential/Commercial/Industrial/Supervisor - Certificate No. 790
 Connecticut Certified General Appraiser No. 329
 Connecticut Broker License No. 750623
 New York Certified General Appraiser No.46000050400

Education and Training

University of Connecticut, B.S. Degree, Business Administration, May 1989, Finance, Real Estate and Urban Economic Studies, Cum Laude

Completed numerous courses and seminars offered by the Appraisal Institute, CCIM Institute, National Association of Realtors, University of Connecticut, Wharton School of the University of Pennsylvania, as well as other real estate institutions, including the following:

- Pension Fund Investment in Real Estate
- Valuing Local Retail Properties
- Debt Workout, Transactions and Re-Positioning of Distressed Assets
- Separating Real & Personal Property from Intangible Business Assets
- Hotel Valuations
- Appraisal of Nursing Facilities
- Analyzing Commercial Lease Clauses
- GIS Applications for Real Estate Appraisal

- Environmental Risk and Real Estate
- Commercial Brokerage Techniques
- Affordable Housing Valuation
- Valuing Commercial Green Buildings
- Eminent Domain and Condemnation Appraising
- Marketing Commercial Property
- Principals of Income Property Appraisal
- Standards of Professional Practice
- Case Studies in Real Estate Valuation
- Tax-Deferred 1031 Property Exchange
- The Appraiser as an Expert Witness
- Valuing Residential Green Buildings
- CT Real Estate Appraisal Law
- Ethics in Real Estate
- Real Estate Finance
- Principles of Real Estate

Expert Witness Background

Qualified as expert real estate witness in Federal Court and in State Courts in Fairfield, Hartford, Litchfield, and New Haven Counties.

Teaching Experience

Course instructor for Yale University, University of Connecticut, Connecticut Bar Association, New Haven County Bar Association, Connecticut Association of Assessing Officers, Northeast Regional Association of Assessing Officers, and other local organizations.

Employment History

- 2004 - Present: Member of Kerin & Fazio LLC, Fairfield, CT
- 2006 - Present: Member of Municipal Valuation Services, LLC, Fairfield, CT
- 1999 - 2004: President of Kerin Commercial Real Estate, Newtown, CT
- 1999 - 2001: Executive Vice President, Wilson Commercial Real Estate, Wilton, CT
- 1995 - 1999: Executive Vice President, New England Land Company, Greenwich, CT
- 1989 - 1995: Leshner-Glending & Company, Inc., Ridgefield, CT
- 1985 - 1987: Coldwell Banker Commercial Real Estate, Stamford, CT

Reference of Working Experience

Individuals, attorneys, corporations, municipalities and State Agencies, including: U.S. Department of the Interior, Federal Aviation Administration, CT Department of Transportation, CT Department of Public Works, Connecticut Light and Power Company, Nature Conservancy, Trust for Public Land,

Chase Bank, Webster Bank, IBM Corporation, Exxon/Mobil Corporation, Marriott Corporation, Stop & Shop Supermarket, Prudential, Skanska (U.S.A.), Inc., Stamford Hospital, Burger King, Pizza Hut, W & M Properties, A.D. Phelps, Inc., etc.

Connecticut License



Michael Fazio, MAI - Outline of Qualifications, Education, and Experience**Biographical Data**

A graduate of Sacred Heart University, Mike holds a bachelor's degree in Finance, and a Master in Business Administration degree, respectively. Michael has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial, and other property types.

Professional Affiliations

Appraisal Institute - MAI Designation, Certificate No. 10216

Member - Greenwich Board of Realtors

Certified General Real Estate Appraiser, State of Connecticut # RCG.194

Certified General Real Estate Appraiser, State of New York # 46000047826

Education and Training

Graduate Sacred Heart University, Connecticut, MBA, Graduate Sacred Heart University, Connecticut, B.S. Finance, New York University, NYC, Investment Banking Certificate

Completed numerous courses and seminars offered by the Appraisal Institute, University of Colorado, University of Houston, Arizona State University, as well as other real estate institutions, including the following:

- Appraisal of Local Retail Properties
- Introduction to International Valuation Standards
- Appraising Convenience Stores
- Eminent Domain and Condemnation
- Operating Income Statements
- Analyzing Commercial Lease Clauses
- Real Estate Principles and Practices
- Real Estate Basic Valuation
- Capitalization Theory & Techniques Part A
- Capitalization Theory & Techniques Part B
- Standards and Professional Practices
- Case Studies in Real Estate Valuation
- Significant Cases in CT Assessment Practice
- Business Practices and Ethics
- Uniform Residential Appraisal Report
- Mass Valuation Income Approach
- USPAP and the Real World: Changes for 2006
- Report Writing
- Comprehensive Exam
- Construction Overview
- Appraisal of Leased Fee Estates
- Demonstration Report Writing Seminar
- Advanced Report Writing Workshop
- Eminent Domain Valuation

Representative Property Types

Office, retail centers, industrial, multi-family, single-family residential/subdivisions, commercial land, nursing homes, assisted living facilities, condominium developments, easements, golf courses, marinas, auto dealerships, and hospitality.

Expert Witness Background

Qualified as expert witness in Federal and State Courts

Recent Employment

1983 –2003:	Independent Fee Appraiser President of Fazio & Associates, Inc., Bridgeport, CT
2004-present:	Partner of Kerin & Fazio, LLC, Fairfield, CT

Connecticut License



David J. Herbst, MAI - Outline of Qualifications, Education, and Experience**Biographical Data**

David has a diverse real estate background that includes commercial leasing and sales, construction management, and appraisal. A graduate of the University of Michigan, David holds a bachelor's degree in Economics. He has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial, and other property types.

Professional Affiliations

Appraisal Institute – MAI Designation, Certificate #497388

Certified General Real Estate Appraiser, State of Connecticut # RCG.1252

Certified General Real Estate Appraiser, State of New York # 46000050523

Revaluation License-Commercial/Industrial, Connecticut OPM Certificate No. 983

Education and Training

Graduate, University of Michigan, Ann Arbor, MI – Earned BA in Economics

Completed courses and seminars offered by the University of Michigan, the Appraisal Institute, as well as other real estate institutions, including the following:

- | | |
|---|---|
| • Appraisal I | • Appraisal II |
| • Real Estate Economics | • Money & Banking |
| • International Finance | • International Trade Theory |
| • General Appraiser Income Approach II | • Real Estate Finance and Statistics |
| • Advanced Applications | • Market Analysis and Highest & Best Use |
| • Tenant Credit Analysis | • Advanced Income Capitalization |
| • Separating Real Property, Personal Property, and Intangible Business Assets | • Advanced Sales Comparison and Cost Approach |
| • Analyzing Distressed Real Estate | • Report Writing and Valuation Analysis |
| • Appraisal of Medical Office Buildings | • Appraising Convenience Stores |
| • Appraising Auto Dealerships | • Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisitions |

Representative Property Types

Office, retail centers, industrial, multi-family, single-family residential/subdivisions, commercial land, nursing homes, assisted living facilities, condominium developments, easements, golf courses, marinas, auto dealerships, and hospitality.

Expert Witness Background

Qualified as expert witness in Fairfield County and New Britain Superior Courts

Recent Employment

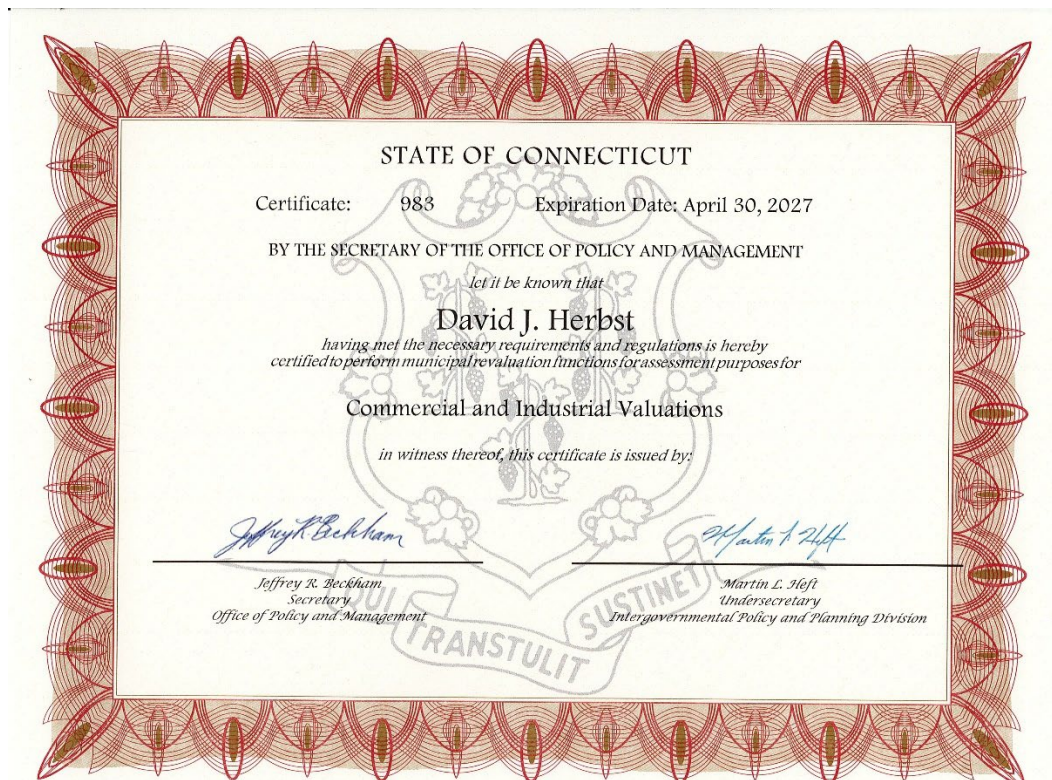
2014-present: Partner of Kerin & Fazio, LLC, Fairfield, CT (Fee Appraisal Firm)

Partner of Municipal Valuation, LLC, Fairfield, CT (Municipal Revaluation Firm)

2007-2013: Commercial Appraiser - Kerin & Fazio, LLC, Fairfield, CT

2005-2006: Commercial Real Estate Agent / Appraiser – John D. Hastings, Inc. Westport, CT

Connecticut License



Vincent O'Brien - Outline of Qualifications, Education, and Experience**Biographical Data**

Vincent has experience in the commercial appraisal field. A graduate of the University of Connecticut, Vincent holds a bachelor's degree in Business Management with a concentration in Entrepreneurship. He has earned his Certified General Real Estate Appraiser license.

Professional Affiliations

General Real Estate Appraiser, State of Connecticut #RCG.1476

Education and Training

Graduate, University of Connecticut, Storrs, CT – Earned BA in Business Management, Entrepreneurship

Completed courses and seminars offered by the University of Connecticut and the Appraisal Institute, including the following:

- Basic Appraisal Principles
- General Appraiser Income Approach I
- General Appraiser Sales Approach
- Appraisal Law
- Real Estate Investments
- Site Valuation & Cost Approach
- Advanced Income Capitalization Approach
- Basic Appraisal Procedures
- General Appraiser Income Approach II
- USPAP
- Real Estate Finance
- Market Analysis and Highest & Best Use
- Report Writing and Case Studies
- Real Estate Finance Statistics and Valuation Modeling

Representative Property Types

Office, retail centers, industrial, multi-family, single-family residential/subdivisions, commercial land, nursing homes, assisted living facilities, condominium developments, easements, golf courses, marinas, auto dealerships, and hospitality.

Recent Employment

6/2013-7/2017: Provisional Real Estate Appraiser - Kerin & Fazio, LLC, Fairfield, CT

7/2017-Present: General Real Estate Appraiser - Kerin & Fazio, LLC, Fairfield, CT

Connecticut License



Ryan C. Brighindi - Outline of Qualifications, Education, and Experience**Biographical Data**

Ryan has experience in the commercial appraisal field. A graduate of the University of Connecticut, Ryan holds a bachelor's degree in Economics and a minor in Real Estate. He is pursuing his Certified General Appraiser License.

Professional Affiliations

Provisional Real Estate Appraiser, State of Connecticut #RSP.2037

Education and Training

Graduate, University of Connecticut, Storrs, CT – Earned BS in Economics

Completed courses and seminars offered by the University of Connecticut and the Appraisal Institute, including the following:

- Basic Appraisal Principles
- Appraisal Law
- Real Estate Investments
- Basic Appraisal Procedures
- Real Estate Finance
- USPAP

Representative Property Types

Office, retail centers, industrial, multi-family, commercial land, condominium developments, easements, and auto dealerships

Recent Employment

5/2016-present: Provisional Appraiser - Kerin & Fazio, LLC, Fairfield, CT

Connecticut License



Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fairfield County Bank Insurance Services, LLC 401 Main Street Ridgefield CT 06877		CONTACT NAME: Linda Reilly PHONE (A/C, No, Ext): 203- 438- 0404 FAX (A/C, No): 203-431-8789 E-MAIL ADDRESS: linda.reilly@fcbins.com															
INSURED Kerin & Fazio, LLC Municipal Valuation Services, LLC 23 Sherman St, Ste 201 Fairfield CT 06824		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B: Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER C: Hiscox Insurance Company, Inc.</td> <td>10200</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Continental Casualty Company	20443	INSURER B: Continental Insurance Company	35289	INSURER C: Hiscox Insurance Company, Inc.	10200	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES		CERTIFICATE NUMBER: 352225999		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		6074603253	4/5/2022	4/5/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		6074603253	4/5/2022	4/5/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		6074603267	4/5/2022	4/5/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N ☐ A	6076446711	4/5/2022	4/5/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors & Omissions		MPL4091055.22	4/5/2022	4/5/2023	Each Claim 2,000,000 Aggregate 2,000,000 Retention 10,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **FOR EVIDENCE ONLY**						

CERTIFICATE HOLDER ** FOR EVIDENCE ONLY **	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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Section 1 – Response Forms

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

Kerin & Fazio, LLC		
Proposer's Name		
23 Sherman Street, Suite 201		
Street Address		
FAIRFIELD	CONNECTICUT	06824
City	State	Zip
Business Telephone: 203-259-9500		
Email Address: admin@kfvg.com		
Michael Fazio, Member LLC		
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		1-17-2023 Date

CITY OF NORWALK
PURCHASING DEPARTMENT

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

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

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - Kerin & Fazio, LLC		
Address - 23 Sherman St., Suite 201 Fairfield, CT 06824		
Phone - 203-259-9500	Fax - 203-259-9501	Email - admin@kfvg.com
Manager -	Michael Fazio, Member LLC	Fed ID# 20-0937913

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 per Appraisal Report

PROPOSED FEE per Appraisal Report	\$ 500 per Residential Appraisal Report Commercial fee will depend on property type/scope of work
PROPOSED FEE per Appraisal Report in Writing	
Five Hundred Dollars per Residential Appraisal Report	

B. HOURLY RATES for additional appraisal/consulting services as may be needed for hearings/court hearings/litigation if required.

STAFF NAME	STAFF FUNCTION	HOURLY RATE \$
Christopher Kerin, MAI, CCIM	Managing Member, LLC	\$300
Michael Fazio, MAI	Managing Member, LLC	\$300
David Herbst, MAI	Managing Member, LLC	\$300
Vincent O'Brien	General Appraiser	\$200
Ryan Brighindi	General Appraiser	\$200
Tama Careathers, Lexus Sierras, and Mary Kate Fox	Administrative Services	\$75

The above hourly rates shall include all incidental expenses of the Respondent, including the costs and charges of the following: toll telephone calls, document binding, filing fees, express mail, delivery and courier service, in- and out-of-house photocopying, facsimile transmittal, transportation, travel, automobile rental, taxicabs, parking, meals, secretarial services, printing, photographs, renderings, maps, Internet access, computers, overhead, administration, and other costs and charges incurred by the Respondent or the Respondent's subcontractors

CITY OF NORWALK
PURCHASING DEPARTMENT

C. CERTIFICATION

Submitted By: Kerin & Fazio, LLC	Signature: 
Authorized Agent of Company (Name & Title):	
Michael Fazio, Member LLC	Date: 1-17-2023

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

Addendum #	1	Dated	1-6-2023	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: 19 years		
2.	Number of personnel employed:	Part Time	Full Time
			5

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
Property Appraisal Consultant Services	2022-2023	Mike Moriarty	203-574-6821
Approximatley 40 various acquisition appraisals	2019-2022	Anthony J. DeLucco	860-594-2413
Commerce Drive Bridge Project	September 2022	Anthony Santiago	203-256-3015
Before & After Appraisals - Sidewalk Easement	February 2020	Tatiana Smotritskaya	203-452-5050
Connecticut Airport Authority Danielson Airport and Hartford-Brainard Airport Easements	2018-2022	Janice Bland, Stantec	207-887-3821
Connecticut Airport Authority Bradley Airport Avigation Easements	2018-2022	Robert Furey, Hoyle, Tanner & Assoc.	603-460-5163

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

**CITY OF NORWALK
PURCHASING DEPARTMENT**

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

CITY OF NORWALK PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

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

All information should be supported with appropriate audited financials

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

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

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

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

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

Kerin & Fazio, LLC | 23 Sherman Street, Suite 201 Fairfield, Connecticut 06824
Michael Fazio | Phone: 203-259-9500 | Email: mike@kfvg.com

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

Provide written "Before & After" appraisal reports as requested in the State of Connecticut ("DOT") approved eminent domain format in connection with a possible easement acquisition. Using the provided survey of the anticipated easements, analysis of the properties current condition, and the value after the easement acquisition, to assist the City in making an assessment of the damage caused by acquisition of the additional right-of-way easement.

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 ☒

1

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 ☐

2

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)?

3

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?

4

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 ☐

5

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 ☐

7

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**



**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:	4254
REQUESTING DEPARTMENT:	Transportation, Mobility and Parking
DATE OF RFP ISSUANCE:	01/04/2022
TITLE OF RFP:	On-Call Appraisal Services
RFI/QUESTIONS DEADLINE:	2:00PM 01/11/2023
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 01/17/2023
HARD COPY SUBMISSION DEADLINE:	2:00 PM 01/19/2023
MANDATORY WALKTHROUGH: DATE, TIME AND LOCATION OF WALKTHROUGH	YES () NO (X) N/A
TIME/DATE OF RFP OPENING:	2:00 PM 01/19/2023
RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (X)

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

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

- 1. BIDDER'S INFORMATION AND ACKNOWLEDGEMENT FORM**
- 2. RFP FORMS, INCLUDING PRICING SHEETS AND ADDENDA ACKNOWLEDGEMENT FORMS (ONE ORIGINAL PLUS TWO (2) COPIES)**
- 3. EXCEPTIONS (IF ANY)**

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL RFPS WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. IF A BIDDER USES A COURIER SERVICE FOR RFP DELIVERY, IT SHALL BE THE BIDDER'S RESPONSIBILITY THAT THE RFP REACHES THE PURCHASING DEPARTMENT BY THE DATE AND TIME SPECIFIED HEREIN.
3. ALL RFPS SUBMITTED TO THE CITY MUST BE IN A CLEARLY MARKED AND SEALED ENVELOPE. REFERENCE THE PROJECT NUMBER ON THE OUTSIDE OF THE ENVELOPE.
4. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPS, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE HIM/HERSELF THROUGLY 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 CONDITONS 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. INSASMUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT HIS/HER WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
5. TIME IS OF THE ESSENCE (IF APPLICABLE):
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK

PURCHASING DEPARTMENT

GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk is soliciting a Certified General and Certified Residential Appraiser to provide on-call appraisal services, as needed and when needed, for its Sidewalk Installation Program ("Program"). The City will select one appraiser/appraisal management firm. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

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

3. ADDENDA

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

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Chris McCauley, Purchasing Officer at cmccauley@norwalkct.org. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, January 11, 2023.

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 January 17, 2023, at 2:00PM.

All sealed hard copy submissions should be submitted to the City of Norwalk's Purchasing Department no later than January 19, 2023, 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 (<https://www.norwalkct.org/DocumentCenter/View/334/City-Procurement-Guidelines?bidId=>) Bids shall be opened publicly by the Purchasing Agent or his designee, in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. Receipt of Proposals: Proposals shall be opened so as to avoid disclosure of contents to competing proposers during the process of negotiation. A Register of Proposals shall be prepared in accordance with these Procurement Guidelines, and shall be open for public inspection after contract award. If you wish to hear the bid/RFP opening, please join us through a teleconference.

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

Participant Code: 968 704

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

CITY OF NORWALK
PURCHASING DEPARTMENT

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

[illegible]

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

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

The undersigned hereby declares that 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 per Appraisal Report

PROPOSED FEE per Appraisal Report	\$
PROPOSED FEE per Appraisal Report in Writing	

B. HOURLY RATES for additional appraisal/consulting services as may be needed for hearings/court hearings/litigation if required.

STAFF NAME	STAFF FUNCTION	HOURLY RATE \$

The above hourly rates shall include all incidental expenses of the Respondent, including the costs and charges of the following: toll telephone calls, document binding, filing fees, express mail, delivery and courier service, in- and out-of-house photocopying, facsimile transmittal, transportation, travel, automobile rental, taxicabs, parking, meals, secretarial services, printing, photographs, renderings, maps, Internet access, computers, overhead, administration, and other costs and charges incurred by the Respondent or the Respondent's subcontractors

CITY OF NORWALK
PURCHASING DEPARTMENT

C. CERTIFICATION

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

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

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

CITY OF NORWALK

PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

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

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

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

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK

PURCHASING DEPARTMENT

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

CITY OF NORWALK

PURCHASING DEPARTMENT

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening will be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the bid opening.

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

All information should be supported with appropriate audited financials

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

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

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

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

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

CITY OF NORWALK

PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

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

<https://www.irs.gov/forms-pubs/about-form-w-9>

1.4 INSURANCE

Insurance Agency Name:	Tel:
Agency Address:	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

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

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

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

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

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

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

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

8. **How many employees and contingent workers do you have in your organization?**
1-10 ☐ 10-50 ☐ 50-100 ☐ 100-500 ☐ 500-1000 ☐ 1000 or more ☐

9. **Physical Access:** Does your organization need to be onsite or offsite to provide services/products to the City?
YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

14. Information Security

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

15. Risk Management

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

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

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The City of Norwalk is soliciting a Certified General and Certified Residential Appraiser to provide on-call appraisal services, as needed and when needed, for its Sidewalk Installation Program (“Program”). The City will select one appraiser/appraisal management firm.

2.1 Background

The City is using a combination of funds, including American Rescue Act Grant funds, to construct new sidewalks and curb ramps or to reconstruct existing sidewalks and curb ramps which may, in some instances, requires the acquisition of additional right-of-way and a temporary construction easement for such construction.

2.2 Scope of Services

The selected appraiser must provide a written appraisal report of the property in its current condition and the valuation after the easement acquisition to allow the City to make an assessment of the damage caused by acquisition of the additional right-of-way easement. A survey of the anticipated easements will be provided to the selected appraiser prior to the commencement of appraisal service.

The appraisal report shall be in the State of Connecticut Department of Transportation (“DOT”) approved eminent domain format for a “before and after” appraisal report. Any calculations for any approach to value shall be clearly set forth in the report. The report must also clearly provide all calculations used to determine the value of the final damages. The DOT format requires that the appraisal report be prepared in conformity with the Appraisal Foundation’s *Uniform Standards of Professional Appraisal Practice*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* requires invocation of USPAP’s Jurisdictional Exception Rule, as described in Section 1-4 of the *Uniform Appraisal Standards for Federal Land Acquisitions (2016)*.

The City will be responsible for the acquisition of the easement. The Program will be administered by the City in phases. It is anticipated that the first phase will include twelve (12) properties (“Phase 1 Properties”). However, based on the nature of the Program, the number of phases, and volume of properties contained therein, have not been determined.

A. Scheduling

Time is of the essence and the right-of-way easement acquisition process must be timely completed. The City will provide the list of Phase 1 Properties upon execution of the contract. The date of completion shall be sixty (60) days therefrom. For future phases, the City will provide a list of properties, and corresponding surveys, for that phase. Appraisals shall be complete within sixty (60) days. A phase will contain no more than twelve (12) properties.

B. Qualifications

The selected Contractors must be properly licensed as a commercial appraiser to do business within the State of Connecticut. Respondents must have been in the applicable industry for at least five (5) years prior to response and have relevant experience in valuing eminent domain takings in appraisal reports on the DOT’s approved eminent domain format. Any successful Contractor shall have a person available

during normal business hours to address any concerns of the City. The City may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in this Scope of Services. If requested, the Contractor shall provide the City with all such information and data for this purpose. The City reserves the right to reject any response if the evidence submitted by or derived from an investigation fails to satisfy the City that the Contractor has the capacity to carry out the obligations of the Contract and to complete the work specified in this solicitation.

Appraisers shall maintain all necessary licenses for the term of the Contract and provide appraisals meeting the requirements described below.

- Conform to generally accepted appraisal standards as described in FIRREA and evidenced by the USPAP promulgated by the Appraisal Standards Board of the Appraisal Foundation.
- Contain an opinion of market value and must contain a certification that the appraiser has complied with USPAP. The result of an Automated Valuation Model (AVM), by itself or signed by an appraiser, is not an appraisal.
- Be written and contain sufficient information and analysis to understand the appraiser's analysis and opinion of the property's market value. As provided by the USPAP Scope of Work Rule, appraisers are responsible for establishing the scope of work to be performed in rendering an opinion of the property's market value.
- Be consistent with the extent of the research and analyses employed for similar property types, market conditions, and transactions.
- Contain sufficient information to enable the intended user of the appraisal to understand the report properly. The appraisal report must contain sufficient disclosure of the nature and extent of inspection and research performed by the appraiser to verify the property's condition and support the appraiser's opinion of market value.
- Contain an estimate of market value which assumes that the price is not affected by undue stimulus, which would allow the value of the real property to be increased by favorable financing or seller concessions. Value opinions such as "going concern value", "value in use", or a special value to a specific property user may not be used as market value. An appraisal may contain separate opinions of such values so long as they are clearly identified and disclosed.
- The estimate of market value must consider the real property's actual physical condition, use, and zoning as of the effective date of the appraiser's opinion of value.
- Be performed by state certified and/or licensed appraisers as required by the State of Connecticut.
- Appraisers shall also perform other related services for the City upon request.

C. Fee

All offers shall be firm for a period of ninety (90) days following the response due date. The proposed fee must include all charges necessary to fulfill the terms of the Contract.

Cost plus pricing is absolutely prohibited. This prohibition includes all subcontractor price or administrative markups as well as any part or supply markups. The City will not reimburse for travel, mileage, hotel, meals or other related expenses and will not pay for travel time to and from City locations.

Respondents are required to provide a complete fee schedule inclusive of all costs associated with delivering the full range of services proposed. Any and all costs not specifically provided for in the proposal response will be borne by the Contractor.

Fair Price Statement: Provide a statement that your firm warrants the prices quoted are not in excess of those charged to non-governmental clients for the same services by the same individuals.

2.3 Proposal Submission Format

All responses to this RFP must be in sealed envelopes and marked with the RFP reference title, the RFP number, and due date and time. The Candidate's name and address must appear on the envelope. Proposals should put forth full, accurate, and complete but concise information as required by this request. The City shall not be liable for costs incurred in the preparation of the response to this RFP or in connection with any presentation before a Selection Committee.

Firms should create their submissions in 8½" x 11" document size using a minimum 12-point font size, double sided, 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:

1. Section 1-Executive Summary: Provide a brief history of your firm, company structure, and identify key qualities or services provided that distinguishes your firm from other firms. This section shall include a concise statement of the consultant's approach to the project and a summary of the Consultant's ability to provide the required services. Also include in this section

include the Name and address of firm(s) and identification and contact information of the Project Lead.

- a. including copies of the following minimum qualifications:
 - Appraisal Management Company
2. Section 2-Project Team Organization and Staffing: Identification of Project Manager and all other team members – as well as any subcontractors to this project – and assigned duties, including a percentage breakdown of personnel hours and associated costs.
 - a. including copies of the following minimum qualifications:
 - A valid Connecticut appraisers license
 - Connecticut Certified General Appraiser license

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

3. Section 3-Project Approach: A clear description of how your firm would complete this project, including scope and methodology. This section shall also include the following:
 - a. Describe the Respondent's approach to the Services, including: how Respondent will work collaboratively with the City to complete deliverables within the expected timeline; Respondent's approach to completing deliverables; and priority and scheduling. Provide information on the Respondent's current workload and ability to deliver the desired Services.
4. Section 4-References/Statement of Qualifications: Provide four (4) most recent current or previous government clients in which your firm provides the same size and scope of services requested by the City. Highlight how it's directly related to City of Norwalk. The City, at its discretion may check references in order to determine the Offeror's experience and ability to provide services described in the Scope of Work. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used as a reference and agreeable to City interview for follow up. References shall include the following, in this order:
 - a. Client/Agency Name
 - b. Contact Name and Title (project manager role preferred), Telephone, and Email
 - c. Number of Projects Completed for Client/Agency
 - d. Project Names
 - e. Project Descriptions
 - f. Project Approach and Methodology
 - g. Year of Project and Length of Project
 - h. Project Budgets and Final Invoiced Amount
 - i. Contractor Personnel Assigned to Project and Project Role
5. Section 5-Other Information: Provide any other information that you believe will assist the City of Norwalk in making its selection. Such information may be in this section of your proposal
6. Section 6-Forms: Fully Completed Section 1 – Response Forms

2.4 Selection Process

Proposals will be initially reviewed by a Selection Committee. The Selection Committee may select the two or three firms that best meet the City's requirements. These firms will then be invited to represent their proposals to, and respond to questions from the Selection Committee.

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

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

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

The anticipated selection schedule is as follows:

RFP Interviews	End of January/Early February
Common Council Committee Review	February 2023
Common Council Review	February 2023

2.5 Criteria for Evaluating Proposal Submissions

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

Criteria	Weight
Qualifications and Experience: • Respondent must demonstrate adequate experience in the following areas: • Experience with right-of-way easement valuation • Feedback from References with projects similar in size & scope • Sufficient bandwidth to handle project demand and expected turnaround	50%
Overall Impression of Proposal • Organization, clarity, conciseness, and thoroughness. • Approach to the scope of services and statement of works • Proposed project schedule	10%

Criteria	Weight
Additional Considerations (applicable only when not in conflict with state or federal guidelines) • Qualifications such as a SBE, DBE, MBE, WBE... • Interview/Presentation	10%
Cost Proposal: Cost proposal should include any payment schedule setting forth the frequency and amount of progress payments and identifying the tasks and deliverables ("milestones") to be completed for each payment to be deemed earned.	30%
Total Possible Points	100

2.6 Prime Proposer Responsibility

The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this Contract without the prior written consent of the City.

2.7 Key Personnel

The personnel and commitments identified on any proposer's proposal will be considered essential to the work to be performed under this RFP. Prior to diverting any of the specified individuals to other programs or changing the level of effort of the specified individuals, the proposer must notify the City of Norwalk fourteen (14) days in advance and will be required to submit justification, including proposed substitutions, in sufficient detail, to permit evaluation of the impact on the project. The proposer will make no deviation without the prior written consent of the City of Norwalk. Replacement of personnel will be with personnel of equal ability and qualifications.

Any employee of the proposer, who in the sole opinion of the City of Norwalk is unacceptable, shall be removed from the project pursuant to the request of City of Norwalk. The proposer will have Fourteen (14) Days to fill the vacancy with another employee of acceptable technical experience and skills subject to the written approval of the City of Norwalk.

2.8 Availability of Funds

The contract award under this RFP is contingent upon the availability of funds to the City of Norwalk for this project. In the event that funds are not available, any contract resulting from this RFP will become void and of no force and effect.

2.9 Payment & Invoices

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

2.10 Termination for Default or for the Convenience of the Contracting Agency

Performance under this contract resulting from this RFP may be terminated by the City of Norwalk whenever.

The proposer, in the sole opinion of the City, is in default in the performance of the contract and shall fail to correct such default within the period specified by the contracting officer in a notice specifying default; or the contracting officer shall determine that termination is the best interest of the City of Norwalk.

Termination will be effected by delivery to the proposer of a notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the proposer shall:

- Stop all work
- Assign to the City of Norwalk all rights, title and interest in the work being developed;
- Deliver forthwith to the City of Norwalk all completed work and work in progress;
- Preserve and protect, until delivery to the City, all material plans, and documents related to this contract which, if the contract had been completed, would have been furnished to the City of Norwalk or necessary to the completion of the work

2.11 Negotiated changes

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect

2.12 Contract Agreement(s) and Contract Period(s)

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

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

2.13 Right of Set-Off

The undersigned bidder hereby authorizes the City to set off against monies payable hereunder by the City to the bidder, an amount equal to any unpaid real and personal property taxes and assessments (the collection of which is not barred by the State of Limitations), owing by the bidder to the City, including all interest and lien charges in connection with such paid taxes.

2.14 Duration of Proposals

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

2.15 Acceptance of RFP Content

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. The City retains the option of canceling the award if the successful Respondent fails to accept such obligations. The City and the successful Respondent shall enter into a written contract for the work to be performed.

It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in a contract signed by the City and the successful Respondent.

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a contract is fully executed by the necessary parties. The fully executed contract document will represent

the entire agreement between the proposer and the Department and will supersede all prior negotiations, representations or agreements, alleged or made, between the parties. The City shall assume no liability for costs incurred by the proposer or for payment of services under the terms of the contract until the contract has been accepted and approved by the City's Corporation Counsel and fully executed by all parties.

2.16 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of three (3) years, or the maximum time period reasonably available in the marketplace. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Professional Services Provider shall be required to keep the coverage in effect for a duration of not less than three (3) years following acceptance of the work by the City.

Acceptability of Insurers: The Professional Services Provider's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Norwalk.

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

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

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

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

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Professional Services Provider's activities to be performed under this Agreement. Professional

Services Provider's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

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

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

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

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

2.17 Data Protection Rider

The following section is a sample of the City's standard data protection rider which may be applicable and based on the completed IT vendor security questionnaire. Please be advised that the substantive terms and requirements outlined therein may be revised only with the approval of Norwalk's Corporation Counsel.

INFORMATION PROTECTION AND DATA SECURITY RIDER

The Contractor agrees to the terms and conditions of this Information Protection and Data Security Rider ("Rider"). In the event of any conflict between the Agreement (including any other exhibits, schedules, riders, or hyperlinks to policies, terms or conditions referenced therein) and this Rider, the terms and requirements set forth in this Rider shall be controlling.

1.0. Definitions. Except as otherwise defined in the Agreement or this Rider, the following definitions shall apply:

1.1. "Access and Use" means access, receipt, use, disclosure, storage, handling and/or transmission.

1.2. "Applicable Law" means all applicable data protection, privacy and information security federal, state, local, and international laws, codes, regulations, rules and/or standards or binding restrictions governing the maintenance and processing of City Data, including, but in no way limited to, the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, 34 C.F.R. 99, Health Insurance Portability Act of 1996, Pub. L. 104-191, 110 Stat. 1936, Conn. Public Act No. 21-59, and Conn. Public Act 21-119.

1.3. "Authorized Users" means Contractor and those acting on the Contractor's behalf (e.g. employees, subcontractors and service providers) who have a legitimate business need to Access and Use City Data to enable Contractor to perform its obligations under the Agreement.

1.4. "City" means the City of Norwalk, including, without limitation, all its employees, departments, boards, commissions, committees, councils, taskforce, authorities, agencies, and other such governmental bodies thereof through which the City of Norwalk directly or indirectly operates or conducts business, whether created pursuant to statute, charter, ordinance, resolution, rule or otherwise. Without limiting the generality of the foregoing and by way of example and for purposes of clarity only, the term City shall include governmental bodies with independent boards or commissions such as the Norwalk Board of Education, Norwalk Parking Authority, Oak Hills Park Authority, and Norwalk Redevelopment Agency which the City of Norwalk indirectly operates or conducts business.

1.5. "City Data" means any and all documents, information and data: (i) that the City discloses, supplies, or provides the Contractor under, pursuant to, or in connection with the Agreement; (ii) the Contractor obtains, receives, or collects under, pursuant to,

or in connection with the Agreement; and/or (iii) that is maintained by the City, including, but in no way limited to, Protected Data, Marked or Labeled Data, or ITS Data.

1.6. “Data Breach” means any incident of Unauthorized Access and Use of City Data.

1.7. “Protected Data” or “Data Protection Laws” mean any information, including, without limitation, financial, student, medical, law enforcement or personal data, that is protected by Applicable Law. By way of example only, this term shall include an individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, social security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number, user name or electronic mail address, in combination with a password or security question that would permit access to an online account, unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation, any personally identifiable information subject to 34 C.F.R. 99, protected “health information,” as such term is defined in 45 C.F.R. 160.103, and personal information as defined in Connecticut Public Acts No. 21-59 and 21-119, as amended from time to time.

1.8. “Information Technology System” means all, and any combination of, information technology systems, software, computers, workstations, data and telecommunication systems, including all voice, data and video networks and communication lines, and other technology equipment used or held for use in connection with the operation of the City, including all databases, websites, e-commerce platforms, website content, and associated documentation used in connection with the operation of the City.

1.9. “ITS Data” means the Access and Use of City Data through the City's Information Technology System.

1.10. “Marked or Labeled Data” means City Data marked or labeled by the City as “confidential” or “proprietary” or any similar designation, or if not marked or labeled or if disclosed orally, should nonetheless be construed or understood under the circumstances to be “confidential” or “proprietary” or any similar designation.

1.11. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Agreement.

1.12. “Unauthorized Access” means Access and Use either not permitted by or in breach of this Rider or not compliant with Applicable Law.

2.0. Applicability.

2.1. Except as otherwise provided herein, this Rider shall apply to the Access and Use of City Data by the Contractor in the course of performing its obligations under the Agreement. In the event that the Contractor has executed a Business Associate Agreement (“BAA”), the requirements and obligations of the BAA shall apply to the extent that a Data Breach involves a breach of the Health Insurance Portability and Accountability Act (“HIPAA”).

2.2. Contractor shall not permit Unauthorized Access of City Data. With respect to all Access and Use of City Data by an Authorized User, said Authorized User’s acts and omissions shall be deemed the acts and omissions of the Contractor for purposes of determining Unauthorized Access pursuant to the terms of this Rider.

3.0. User Access and Use of City Data.

3.1. Subject to the additional requirements set forth in Section 3.2., Contractor shall only allow an Authorized User to Access and Use of City Data.

3.2. Subcontractors and Third Party Datacenters:

3.2.1. Contractor may allow a subcontractor to Access and Use City Data on its behalf, provided the Contractor obtains commercially reasonable assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that Access and Use City Data on behalf of the Contractor to execute a written agreement obligating the subcontractor to comply with all the terms of this Rider, and Contractor shall promptly provide City with a copy of such written agreement upon request.

3.2.2. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the datacenter has executed a confidentiality agreement with the Contractor providing commercially reasonable assurances that the datacenter will appropriately safeguard City Data. Any Access and Use of City Data outside the United States is prohibited, and Contractor shall promptly provide City with a copy of such confidentiality agreement upon request.

3.2.3. Contractor shall remain liable for any act or omission of its subcontractors in violation of the obligations contained herein, specifically including compliance with all Applicable Laws.

4.0. Representations and Warranties.

4.1. Contractor represents and warrants that Contractor’s Access and Use of City Data shall be solely in the course of performing the Services under the Agreement, in compliance with the terms of this Rider and the underlying Agreement, and in compliance with all Applicable Law, including, but not limited to, Data Protection Laws.

4.2. The Contractor represents and warrants that it has implemented and covenants to at all times maintain commercially reasonable procedures and safeguards necessary to (i) ensure the confidentiality, availability, and integrity of City Data, (ii) protect the City against “hacker attack” or a “virus” introduced by a third party, cyber extortion or other cyber intrusions, (iii) comply with all Applicable Laws, including, but in no way limited to, Data Protection Laws (iv) ensure the security of City Data from any unauthorized access, and (v) protect and secure any and all hosts, networks, applications and physical premises used in any way to perform Contractor’s responsibilities under this Agreement.

5.0. Ownership and Confidentiality of City Data.

5.1. City Data shall at all times remain the property of the City. Except as provided in Section 5.2, the Contractor shall all times maintain confidential (i) all City Data, including, but in no way limited to, Protected Data, Marked or Labeled Data, and ITS Data, and (ii) all information and data created from Access and Use of City Data.

5.2. Section 5.1 shall not apply to City Data that strictly meets the following criteria: (i) information which is already known or independently developed by the Contractor; (ii) information in the public domain through no wrongful act of the Contractor; (iii) information received by the Contractor from a third party who was free to disclose it; (iv) information required to be disclosed by court order, or (v) when the City, by written directive of an authorized City representative, has expressly authorized the release of specific City Data from the confidentiality obligations set forth in Section 5.1.

6.0. Data Security.

6.1. Contractor shall at all times maintain and comply with a written Information Security Policy to protect and safeguard City Data (the “Data ISP”). The Data ISP shall include administrative, technical, and physical safeguards that utilize commercially available industry best practices, and meet or exceed the City’s security policies, procedures and requirements, and comply with Applicable Law. Contractor shall provide a copy of said Data ISP to the City’s Information Technology Department via email to helpdesk@norwalkct.org prior to commencing the Services under the Agreement.

6.2. Contractor shall maintain a Data Breach plan in accordance with the procedures required under its Data ISP and shall implement the procedures required under such plan on the occurrence of a Data Breach and in accordance with Applicable Law. If the Contractor believes or has knowledge of a credible imminent threat or the occurrence of a Data Breach, it shall provide a written report of the same to the City’s Information Technology Department by email to helpdesk@norwalkct.org within twenty four (24) hour of the occurrence (or discovery) thereof. The report shall identify the nature of the Data Breach event or threat, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall provide investigation updates to the City in a commercially reasonable manner, specifically including the names of any affected individuals who were not identified in the initial written report, but whose personal information was subsequently discovered to have been

compromised or potentially compromised. In the event the Data Breach concerns protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the BAA. If the City determines that actions must be taken to comply with Applicable Laws, including, but not limited to, Data Protection Laws, Contractor shall fully cooperate with the City at Contractor's sole expense.

6.3. Contractor shall at all times maintain an information technology disaster recovery plan in conformity with industry best practices as part of its business continuity planning protocol with information technology recovery strategies designed to minimize disruption in the provision of the Services covered by the Agreement. The City reserves the right to require, at Contractor's sole cost and expense, third-party certification of the adequacy of Contractor's information technology disaster recovery plan in the event that the City determines, in its reasonable discretion, that it is appropriate in light of the Services covered by the Agreement.

7.0. Termination.

7.1 In addition to any termination rights otherwise provided for in this Agreement, this Agreement may also be terminated by the City in the event of a material breach of this Rider by the Contractor upon written notice of said breach and failure to cure the same to the satisfaction of the City within ten (10) days of said notice.

8.0. Insurance.

8.1. In addition to the insurance requirements required in this Agreement, Contractor shall maintain, at its own expense, cyber liability insurance with coverage of not less than \$4 million per occurrence/ \$8 million aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crises management, response costs and associated expenses (including legal and public relations expenses); (iii) breach of City Data; and (iv) loss of data or denial of service incidents.

9.0. Liability and Indemnification.

9.1. Contractor shall be liable for any of its acts or omissions (including the acts or omissions of its subcontractors, agents and employees) relating to the obligations in this Rider that result in a Data Breach. Contractor shall indemnify, defend and hold City, City elected officials, employees, and agents harmless from and against all liabilities, costs, damages, claims, and expenses relating to a Data Breach that arise from or in connection with Contractor's breach of the obligations contained in this Rider. The liability and indemnification obligations set forth in this Section 9 shall survive the expiration or termination of this Agreement.

10. Reporting.

10.1 On a basis not less frequent than annually, Contractor shall engage a third-party to perform an audit of Contractor's information security policies and procedures. Such report shall be available to the City upon request.

2.18 ARPA Rider

EXHIBIT

ARPA Rider Water/Sewer Infrastructure Contracts

The Parties acknowledge and agree that this Contract of funded, either in whole or in part, with federal funds the City of Norwalk received from the Coronavirus State and Local Fiscal Recovery Fund from the U.S. Department of Treasury pursuant Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, March 11, 2021 (the "Awarded Funds"), and as such, the City is subject to certain Laws, Regulations, Executive Orders, Rules, Guidelines, and Award Terms and Conditions in connection with the use of said Awarded Funds.

As material inducement to entering into the Contract with the [<<NAME OF COMPANY>>] (the "Contractor") for [<<NAME OF PROJECT>>], the Contractor agrees to the following additional terms and conditions:

I. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENT FOR FEDERAL AWARDS, TITLE 2 C.F.R. APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.

In accordance with the provisions of Title 2 C.F.R. § 200.327, the Contractor agrees to the following provisions to:

1.0. Administrative, Contractual, or Legal Remedies in instances where Contractor violates or Breach Contract Terms; Sanctions and Penalties. Remedies concerning breach of this Agreement as set forth elsewhere in the Agreement.

2.0. Contract Termination – For Cause; For Convenience. Contract termination rights are set forth elsewhere in this Agreement.

3.0. Equal Employment Opportunity. To the extent that this Contract meets the definition of a "*federally assisted construction contract*" pursuant to Title 41 C.F.R. § 60-1.3, the Contractor, during the performance of this Contract, agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take

affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) set forth in Title 41C.F.R. § 60-1.4(b) and the provisions of paragraphs (1) through (8) thereof in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that they will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(9) The Contractor shall include this Equal Employment Opportunity clause in each subcontract relating to the work or services to be performed under this Agreement

4.0. Davis-Bacon Act and Copeland Anti-Kickback. <<Intentionally Omitted>>. See, Coronavirus State and Local Fiscal Recovery Funds, Interim Final Rule: Frequently Asked Questions, § 6.17, a copy of which may be found at the following link: https://home.treasury.gov/system/files/136/SLFRPFA_Q.pdf

6.0. Contract Work Hours and Safety Standards. To the extent that this Contract pursuant to Title 40 U.S.C § 3701(b), the Contractor, during the performance of this Contract, agrees as follows:

(1) Overtime requirements. Neither the Contractor nor any of its subcontractors contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5 the

Contractor and any of its subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and its subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of Title 29 C.F.R. § 5.5.

(3) Withholding for unpaid wages and liquidated damages. The City of Norwalk shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or its subcontractors under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or its subcontractors for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of Title 29 C.F.R. § 5.5.

(4) The Contractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of Title 29 C.F.R. § 5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of Title 29 C.F.R. § 5.5.

7.0. Rights to Inventions Made Under a Contract or Agreement. To the extent applicable to the Awarded Funds, the contractor shall comply with the provisions of Title 37 C.F.R. § 401 - Rights to Inventions made by Nonprofits Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements.

8.0. Clean Air Act; Federal Water Pollution Control Act. To the extent that aggregate contract sum for this Contract exceeds \$150,000, the Contractor, during the performance of this Contract agrees as follows:

(1) Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

(2) Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000.

9.0. Debarment and Suspension (Executive Orders 12549 and 12689). This Contract is a covered transaction for purposes of Title 2 C.F.R. Part 180 and Title 2 C.F.R. Part 3000. As such, the Contractor is required to verify and certify, **and hereby does verify and certify by entering into this contract**, that none of the Contractor's principals (defined at Title 2 C.F.R. § 180.995) or its affiliates (defined at Title 2 C.F.R. § 180.905) are excluded (defined at Title 2 C.F.R. § 180.940) or disqualified (defined at Title 2 C.F.R. § 180.935). The Contractor must comply with Title 2 C.F.R. Part 180, subpart C and Title 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by City in entering into this Contract. If it is later determined that the Contractor did not comply with Title 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.

10.0. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by Title 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31,

U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

The Contractor certifies or affirms the truthfulness and accuracy of each statements of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Name:

By: _____
Name: _____
Its _____, duly authorized

Dated: _____

11.0. Procurements of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12.0. Prohibiting Contracting for Covered Telecommunication s Equipment or Services. The Contractor, during the performance of this Contract, shall comply with Title 2 C.F.R. § 200.16, and required all its lower tier subcontractor to comply with the same.

13.0. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in

the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

II. U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS. The Contractor's performance of this Contract shall be in compliance with the provisions of the City's Coronavirus State and Local Fiscal Recovery Fund "Award Terms and Conditions," a copy of which are attached hereto as Exhibit __-__, which the City is subject to in connection with the use of the federal funds which fund this Contract. Without limitation the generality of the foregoing, the Contractor agrees as follows:

1.0. Use of Funds.

(1) Contractor understands and agrees that the payments made under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), U.S. Department of the Treasury's ("Treasury") regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.

(2) Contractor will determine prior to engaging in any project or activity under this Contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2.0. Reporting. The City is obligated to comply with any reporting obligations established by Treasury as they relate to the Awarded Funds, and as such, the Contractor shall cooperate with the City in connection therewith as it is pertinent to the services rendered and/or work performed by the Contractor under this Contract.

3.0. Maintenance of and Access to Records.

(1) The City is obligated to maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, and as such, the Contractor shall maintain records and financial documents pertinent to the Services rendered and/or Work performed under this Contract.

(2) The City, Treasury Office of Inspector General and the Government Accountability Office, or their

authorized representatives, shall have the right of access to records and documents (electronic and otherwise) required to be maintained herein in order to conduct audits or other investigations.

(3) Records and documents required to be maintained herein shall be maintained through December 31, 2031.

4.0. Conflicts of Interest. Contractor shall maintain a conflict of interest policy consistent with Title 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity for which payment is made to the Contractor pursuant to this Contract. The Contractor must disclose in writing to U.S. Department of the Treasury or City, as appropriate, any potential conflict of interest affecting the Awarded Funds in accordance with Title 2 C.F.R. § 200.112.

5.0 Compliance with Applicable Law and Regulations.

(1) Contractor shall comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act (and guidance issued by Treasury regarding the foregoing), and all other applicable federal statutes, regulations, and executive orders in the performance of this Contract. Contractor shall further require its subcontractors agree to comply with said laws in any agreement it enters into with a subcontractor in connection with the Contractor's performance of this Contract.

(2) Federal regulations applicable to the federal funds which fund this Contract are as follows:

(i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the federal funds which fund this Contract and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Contract;

(ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

(iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

(iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Awarded Funds is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

(v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

(vi) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

(vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;

(viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and

(ix) Generally applicable federal environmental laws and regulations.

(3) Statutes and regulations prohibiting discrimination applicable to the federal funds which fund this Contract are as follows:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6.0. Remedial Actions. In the event of the Contractor's noncompliance with Section 603 of the Act, other

applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the Treasury and the City shall have such remedies against the Contractor as the Treasury has against the City, including, but not limited to, remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, payments made to the Contractor shall be subject to recoupment as provided in Section 603(e) of the Act.

7.0. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

8.0. False Statements. Contractor understands that making false statements or claims in connection with the federal funds which fund this Contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.0. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

10.0. Debts Owed the Federal Government.

(1) Any federal funds which fund this Contract (i) in excess of the amount to which City is finally determined to be authorized to retain under the terms of the Awarded Funds; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Section 603(e) of the Act and have not been repaid by Contractor, shall constitute a debt to the federal government.

(2) Any debts determined to be owed the federal government must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in

paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

11.0. Disclaimer.

(1) The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the Services rendered and/or Work performed pursuant to the Contract, or any subcontract.

(2) This Contract does not in any way establish an agency relationship between the United States and Contractor.

12.0. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: .

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(3) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

13.0. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs

for their employees when operating company-owned, rented or personally owned vehicles.

14.0. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

III. TITLE VI ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. As a condition of receipt of the federal funds, the Contractor acknowledges, understands and agrees to the following:

(1) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

(3) Contractor agrees to consider the need for language services for LEP persons when contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department

of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: November 30, 2021.

(4) Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon contractor and contractor's successors, transferees, and assignees for the period in which such assistance is provided.

(5) Contractor acknowledges and agrees that it must require any of its subcontractors, successors, transferees, and assignees to comply with assurances (1) through (4) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the contractor's subcontractors, successors, transferees, and assignees: *The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

IV. OTHER MISCELLANEOUS FEDERALLY FUNDED CONTRACT TERMS AND CONDITIONS. During the course of performing this Contract, the Contractor agrees to the following:

1.0. SAM.gov Registration. In addition to any other requirements for payment on services rendered and/or work performed under this Contract, the Contractor shall provide the City with proof of a valid SAM.gov Registration prior to submitting a payment requisition request under this Contract.

2.0. Contracting with Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm. The Contractor and all lower tier subcontractors shall take all necessary affirmative

steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.0. Access to Records. The Contractor agrees to provide City, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the administrator for the applicable federal agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4.0. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

5.0. U.S. Department of Treasury, Compliance and Reporting Guidance. To the extent not already covered elsewhere herein and applicable to the contractor under the circumstances of this Contract, Contractor's performance of this Contract shall be in compliance with the provisions of Compliance and Reporting Guidance, February 28, 2022, Ver. 3.0 issued by the U.S. Department of the Treasury, copy of which may be found at the following link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

2.19 Sample Contract

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

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

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

WITNESSETH:

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

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

WHEREAS, Contractor has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

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

1. ENGAGEMENT OF Contractor

A. Based on the representations of the Contractor set out in its proposal dated «ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit**

2, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

2. **SERVICES TO BE PERFORMED**

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

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

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

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

3. **COMPENSATION**

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

of the Contractor's bid.

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

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

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

4. **TIME PROVISIONS**

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

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

5. **TERMINATION AND SUSPENSION**

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

6. **INSURANCE AND INDEMNIFICATION**

The Contractor agrees to obtain at its own cost and expense all insurance required

by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

7. GENERAL PROVISIONS

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

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

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

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

(2) A meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its

agents, servants or employees, or the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

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

E. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

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

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

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

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

J. The City and the Contractor each binds itself and its successors and assigns

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

K. The products of the services performed under this Agreement shall become and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

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

M. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

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

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

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

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

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

O. The Contractor represents to the City as follows:

i) That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the

protection of creditors or debtors;

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

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

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

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

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

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

Date signed: _____

Witnesses' signatures:

«VendorName»

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

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

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

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

applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

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

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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

SECTION 3 - GENERAL INFORMATION

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

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

SECTION 4
NOT APPLICABLE

This section intentionally left blank

SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 02082022

NOTE: SECTION 5 contains information concerning City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 02/08/2022 or later on file you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.org>

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

PURCHASING DEPARTMENT

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

Project #	Addendum #	# of Pages	Original Issue Date
4254	1	1	01/04/2023

Addendum Issued Date	01/06/2023	
Project Number	4254	
Addenda Number	1	
Electronic Deadline	2:00 PM	01/17/2023
Hard Copy Deadline	2:00 PM	01/19/2023
Project Title	On-Call Appraisal Services	

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

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

NEW INFORMATION:

1. Funding for this project is being provided by ARPA Funds. As a result of the funding source, the selected Appraiser must have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Room 225
Norwalk, CT 06856-5125
P: 203-854-7791 / F: 203-857-0143

VII C

NORWALK COMMON COUNCIL

REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: February 8, 2023

(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 WHICH ONE? Public Works

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

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

1. Technical Correction of the Common Council Action of April 13, 2021, Item VII.C.2a to add accounts designated for the Pavement Management Program. Account NO. 363751 5413 G0017.
2. Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the agreement between the City of Norwalk and Tighe & Bond, Inc., for Construction Inspection/Observation Services, to extend the agreement for the second of the two (2) optional additional terms, of one (1) year, billable on an hourly basis, for an amount not to exceed \$450,816.00.

Account No. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 23 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4062 5777 C0361
09 21 4062 5777 C0361
09 22 4062 5777 C0361
09 23 4062 5777 C0361

09 24 4062 5777 C0361
134010 5796 APW01
134010 5796 APW05
134010 5796 APW09
03 00 00 2602

- 3a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Colonna Concrete & Asphalt Paving, LLC., for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$1,181,662.00.

Account No. 09 22 4021 5777 C0318
09 23 7100 5777 C0583
134010 5796 APW09

- 3b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with Colonna Concrete & Asphalt Paving, LLC. for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$118,166.20.

Account No. 09 22 4021 5777 C0318
09 23 7100 5777 C0583
134010 5796 APW09

4. Accept the extension of Seir Hill Road from the north corner of the driveway at Glenrock Condominium (Seir Hill Road side) to the southerly property line of 15 Oakwood Avenue (Seir Hill Road side) as a City Street as per the Map filed in the Department of Operations and Public Works entitled "Improvement Location Survey Depicting Stone Commercial Real Estate Condominium, Norwalk, Connecticut, Prepared for Stone Realty Associates, LLC," dated November 21, 2022, last revised December 13, 2022, at a scale of 1"= 30' prepared by Redniss & Mead.

- 5a. Authorize the Mayor, Harry W. Rilling to execute an agreement with A. Vitti Excavators, LLC Project TMP 2022-4 Concrete Services ADA-ROW Improvements at Various Locations for an amount not to exceed \$500,000.00.

Account No. 09 23 4120 5777 C0441
09 22 4120 5777 C0581
09 23 4120 5777 C0581
09 20 4120 5777 C0649
09 21 4120 5777 C0649
09 22 4120 5777 C0649
09 23 4120 5777 C0649
09 22 3750 5777 C0777
09 23 3750 5777 C0777
09 23 4120 5777 C0823
09 23 4120 5777 C0824

- 5b. Authorize the Director of Transportation, Mobility and Parking, to execute Orders on Contract with A. Vitti Excavators, LLC for project TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations, for an amount not to exceed \$50,000.00.

Account No. 09 23 4120 5777 C0441
09 22 4120 5777 C0581

09 23 4120 5777 C0581
09 20 4120 5777 C0649
09 21 4120 5777 C0649
09 22 4120 5777 C0649
09 23 4120 5777 C0649
09 22 3750 5777 C0777
09 23 3750 5777 C0777
09 23 4120 5777 C0823
09 23 4120 5777 C0824

6. Authorize the Mayor, Harry W. Rilling to execute an agreement between the City of Norwalk and Stantec Consulting Services Inc. for Construction Inspection of NRV Trail Phase II. Project in the total amount not to exceed \$22,330.00.

Account No. 01 37 50 5258

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

B. PLANNING COMMITTEE

1. Approve the 2021-2022 Capital Budget of the City of Norwalk with modifications as outlined in the attached Memo. **APPROVED**

C. PUBLIC WORKS COMMITTEE

1. Technical Correction of the Common Council Action of September 8, 2020, Item VII.A.6 to add accounts designated for On-Call Surveying Services. Account No. 09 18 4021 5777 C0599.

Account No. 09 10 4027 5777 C0302
09 20 4027 5777 C0302
09 21 4027 5777 C0302
09 18 4021 5777 C0021
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 19 4021 5777 C0318
09 21 4021 5777 C0318
09 06 4021 5777 C0315
09 20 4027 5777 C0643
01 40 30 5258
09 18 4021 5777 C0599

AUTHORIZED

- 2a. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with The Grasso Companies, LLC, for Project PM 2021-1, Pavement Management Program, for an amount not to exceed \$3,008,196.40.

Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 21 4027 5777 C0302
09 20 4021 5777 C0503
09 21 4021 5777 C0503
09 20 4021 5777 C0649
09 21 4021 5777 C0318

AUTHORIZED

- 2b. Authorize the Chief of Operations and Public Works, to execute orders on Contract with The Grasso Companies, LLC, for Project PM 2021-1, Pavement Management Program, for an amount not to exceed \$300,819.64.

Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 21 4027 5777 C0302
09 20 4021 5777 C0503
09 21 4021 5777 C0503
09 20 4120 5777 C0649
1 4021 5777 C0318

AUTHORIZED



CITY OF NORWALK
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06851-5125
Customer Service (203)854-3200

Drew Berndlmaier, PE, MBA
Senior Engineer
dberndlmaier@norwalkct.org

MEMORANDUM

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

FROM: Drew Berndlmaier, PE, MBA – Senior Engineer

CC: Mateo Arias, Jr Engineer
Christine Cardascia, Jr Engineer

REF: Project PSC – Tighe & Bond Construction Inspection Services

DATE: 1/25/2023

The Department of Public Works (DPW) has amended the Dreamy Hollow/Betts Brook Storm, Sanitary and Water Improvements Project, resulting in an extension of construction time to the end of the 2023 calendar year. Because this multi-million dollar endeavor requires continuous inspection services, documentation and measurement of pay items, it's important that the department extends those services, currently being provided by Tighe & Bond. [\$254,760.00]

In addition, under that same contract, Tighe & Bond is tasked with providing construction inspection services for miscellaneous construction projects (multiple paving contracts, multiple sidewalk contracts, drainage, permit related road restoration, etc). That contract is currently scheduled to end in March 2023. DPW would like to extend this professional services agreement a second year (1st extension was approved Feb 8, 2022), as originally approved on January 12, 2021, as well as increase its value to close out both the multi-million dollar drainage contract and the upcoming general construction season. [\$196,056.00]

I have attached a copy of Tighe & Bond's estimated cost to meet those terms, to be included on the agenda for the February 7th meeting of the Public Works Committee, as well as the February 14th Common Council meeting, upon the Committee's approval.

- 1.) Authorize the Mayor, Harry W. Rilling, to execute a Second Amendment to the agreement between the City of Norwalk and Tighe & Bond, Inc, for Construction Inspection/Observation Services, to extend the agreement for the second of the two (2) optional additional terms, of one (1) year, billable on an hourly basis, for an amount not to exceed \$450,816.00.

Account No's. 09 22 4021 5777 C0021
09 23 4021 5777 C0021
09 24 4021 5777 C0021
09 21 4021 5777 C0440

09 22 4021 5777 C0440
09 23 4021 5777 C0440
09 24 4021 5777 C0440
09 20 4062 5777 C0361
09 21 4062 5777 C0361
09 22 4062 5777 C0361
09 23 4062 5777 C0361
09 24 4062 5777 C0361
134010 5796 APW01
134010 5796 APW05
134010 5796 APW09
03 0000 2602

23-0814-0-P032
January 23, 2023

Mr. Drew Berndtmaier, PE
Senior Civil Engineer
City of Norwalk
Department of Public Works
125 East Avenue
Norwalk, Connecticut 06856

**Re: 2023 Construction Observation
Amendment No. 2 - Additional Construction Observation Services**

Dear Drew:

Our original agreement for Construction Observation services, dated March 11, 2021, extended for a period of one year but included an option for the City of Norwalk to extend the term of the agreement for two additional years. The First Amendment to this agreement extended the term of service through March 10, 2023. It is our understanding that the City of Norwalk has requested that Tighe & Bond provide a proposal to extend our Construction Observation services for one additional term, through March 10, 2024. This proposal would be used as the basis for the Second Amendment to our original agreement.

Based on conversations with the Norwalk DPW, we have assumed that two Construction Observers will be provided for the 2023 construction season. Construction Observer 1 will provide services for the Dreamy Hollow Drainage Improvement Project. We have assumed a total of 2,080 hours of construction observation services will be provided by Construction Observer 1. This estimate is based on providing services from March 11, 2023, through March 10, 2024 (40 hours per week for 52 weeks).

Construction Observer 2 will provide services for the 2023 Paving Program. We have assumed a total of 1,680 hours of construction observation services will be provided by the Construction Observer 2. This estimate is based on providing services from April 1, 2023, through December 31, 2023. We have estimated that services will be required at 40 hours per week for 24 weeks and 45 hours per week for 16 weeks during peak paving season. This proposal assumes that the City of Norwalk DPW will continue to provide Construction Administration services for the projects and coordinate operations with the Contractor. Office Construction Administration services are not included.

Scope of Work – Construction Observation Services

We propose the following scope of services in support of the Norwalk DPW's 2023 Construction projects:

1. Provide full time on-site observation during periods of active construction. Observe the construction to verify conformance with the plans approved by the City of Norwalk. Notify the City of Norwalk regarding observed deficiencies in the work.
2. Prepare daily observation reports covering the work in progress, and documenting delays to construction, unusual events, visitors to the work site, etc. Provide coordination of the construction activity with the City and advise the primary contact at the Norwalk DPW of the status of construction activity.

3. Provide measurement, computation, or checking of quantities of work performed and quantities of materials in place for partial and final payments to the Contractor(s).
4. Office Construction Administration services are not included. We have assumed that Construction Administration tasks, including review of shop drawings and other submittals, responses to Requests for Information (RFI's) and processing of requisitions and change orders will be performed by the City of Norwalk (or others) and are not included. Tighe & Bond will coordinate with the primary contact at the City to provide clarification and field support of the contract documents when required.
5. Provide coordination of outside testing and laboratory services, if required. We have assumed that the City of Norwalk will contract directly with a materials testing laboratory for these services. Tighe & Bond will arrange for and witness material testing to verify conformance with the approved plans and specifications.
6. Participate in a final review of the completed construction with Norwalk DPW staff and prepare a punchlist of corrective actions required (if required).

Assumptions and Exclusions

1. We have assumed that Construction Observer 1 will provide services up to 2,080 hours and Construction Observer 2 will provide services up to 1,680 hours. Should additional construction observation services be required, an amendment can be provided for additional services.
2. Field survey services, including preparation of an as-built survey, are not included.
3. We have assumed the materials testing laboratory will be contracted and scheduled directly by the Norwalk DPW for Capital Projects, if required. Field and laboratory material testing costs are not included.
4. Review or processing of requisitions and change orders is excluded.
5. All services not specifically identified in the scope of work are excluded.
6. Tighe & Bond's on-site observers will observe/view the Contractor's services for noticeable deficiencies from the contract documents, assist in design interpretation, and confirm the construction is in general conformity with the contract documents. We are on-site for the City of Norwalk's benefit and will notify the City of Norwalk of deficiencies in order for the City of Norwalk to determine if stopping the Contractor's services are appropriate and in the best interest of the Project performance. The means and methods the Contractor should use to accomplish the design element/component of the specifications will be determined by the Contractor, who will also be responsible for compliance with laws, rules, and regulations, as well as, the overall supervision of the site health and safety.

Fee

Tighe & Bond will perform the scope of work noted above for a not to exceed fee of \$450,816, as detailed below. We will undertake this work on an hourly plus expense basis under the terms and conditions of our existing Agreement with the City of Norwalk.

In the event that the scope of work is increased for any reason, the limiting fee to complete the work shall be mutually revised by written amendment.

For information purposes, the below summary provides the anticipated break out of the project. The summary is presented to give the City of Norwalk a better understanding of how the project budget was developed. Invoices will be submitted based on the total project fee and not individual line item budgets.

Description	Estimate of Professional Hours	Hourly Rate	Estimated Fee
Construction Observer 1	2,080	\$122.00	\$253,760
Construction Observer 2	1,680	\$116.70	\$196,056
Reimbursables (On-Site Mileage)			\$1,000
Total			\$450,816

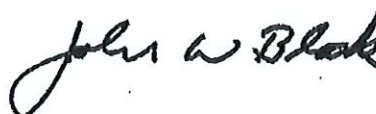
If you have any questions or comments, please contact John Block at (203) 712-1111 or Jon Richer at (203) 712-1117.

Sincerely,

TIGHE & BOND, INC.



Jonathan A. Richer, PE
Senior Project Manager



John W. Block, PE, LS
Senior Vice President

Acceptance:

On behalf of the City of Norwalk, the scope, fee, and terms of this proposal are hereby accepted.

Authorized Representative

Date

J:\N\N0814 Norwalk LPP\032 2023 Construction Observation\Proposal\Text\2023 Construction Observation Amendment 2 2023_01-23.Docx

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**JANUARY 12, 2021
VIA TELECONFERENCE**

- (2) A ramp easement, approximately 759 sq. ft., as depicted in the Easement Map Depicting Proposed Ramp Easement Over Land of the CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, , Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.;
- (3) A sidewalk easement, approximately 2,129 sq. ft. plus 179 sq. ft., as depicted in the Easement Map Depicting Proposed Sidewalk Easement Over Land Of The CITY OF NORWALK, 30 Monroe Street, Prepared For SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.; and
- ii. For SONO TOD, LLC to convey the following easement to CITY OF NORWALK for consideration of ONE DOLLAR (\$1.00): A sidewalk easement, approximately 656 sq. ft. plus 183 sq. ft., as depicted in the Easement Map Depicting Proposed Sidewalk Easement Granted To The CITY OF NORWALK, 30 Monroe Street, Over Land The Land Of SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" - 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C.
- iii. For the CITY OF NORWALK to acquire fee simple title from SONO TOD, LLC, in and to approximately 328 sq. ft. of land of 1 Chestnut Street, as depicted in the Compilation Plan Depicting Conveyance Parcel To Be Conveyed To The CITY OF NORWALK by SONO TOD, LLC, 1 Chestnut Street, Norwalk, Connecticut, Scale 1" – 20 FT., Dated November 24, 2020, William W. Seymour & Associates, P.C. **AUTHORIZED**
2. Re-Authorize the conveyance of compensatory mitigation easements to the State of Connecticut concerning 185 Liberty Square and 15 & 60 South Smith Street (Items VII, C, 2 and 3 on the September 22, 2020 Common Council Agenda) as permanent easements. **AUTHORIZED**
3. Authorize the Mayor, Harry W. Rilling, to enter into a temporary Right of Entry Agreement with the Department of Transportation to enter over a certain portion of 10 N Water Street for construction access, storage of materials and equipment staging purposes in connection with project 0301-176 – Walk Bridge Replacement. **AUTHORIZED**
4. Authorize the Chief of Operations & Public Works, to execute Orders on Contract with Deering Construction, Inc., to Project PM 2019-1, Pavement Management Program, for an amount not to exceed \$500,000.

Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021

AUTHORIZED

5. Authorize the Mayor, Harry W. Rilling, to execute an Agreement between the City of Norwalk and Tighe & Bond, Inc. for Project D.P.W. 2020-1 Construction Inspection/Observation Services. The Agreement is for a period of one (1) year, billable on an hourly basis, for a sum not to exceed \$325,000.00, with an option to extend for two (2) additional terms of one (1) year each.

Account No. 09 21 4021 5777 C0021
Account No. 09 22 4021 5777 C0021
Account No. 09 04 4021 5777 C0234
Account No. 09 06 4021 5777 C0234

**COMMON COUNCIL
NORWALK, CONNECTICUT**

**ACTION
7:30 PM EST**

**JANUARY 12, 2021
VIA TELECONFERENCE**

Account No. 09 07 4021 5777 C0234
Account No. 09 21 4021 5777 C0234
Account No. 09 22 4021 5777 C0302
Account No. 09 06 4021 5777 C0315
Account No. 09 21 4021 5777 C0315
Account No. 09 22 4021 5777 C0315
Account No. 09 22 4021 5777 C0318
Account No. 09 18 4027 5777 C0440
Account No. 09 21 4021 5777 C0440
Account No. 09 22 4021 5777 C0440
Account No. 09 20 4021 5777 C0643
Account No. 09 21 4021 5777 C0643
Account No. 09 22 4021 5777 C0643
Account No. 09 21 6030 5777 C0658
Account No. 09 21 6030 5777 C0659
Account No. 01 40 30 5258

AUTHORIZED

6. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Clean Harbors Environmental Services, Inc. for Project 4079 Household Hazardous Waste Collection for a sum not to exceed \$30,000. 00.

Account No. 01 40 42 5258

AUTHORIZED

7. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with City Carting, Inc. for Project 4077 Transportation & Disposal of Yard Waste Materials for a sum not to exceed \$275,000. 00.

Account No. 01 40 42 5299

AUTHORIZED

8. Authorize the Mayor, Harry W. Rilling, to execute an Agreement with D.W. Transport & Leasing, Inc. for Project 4078 Transportation & Disposal of Street Sweepings / Catch Basin Grit, Excavated Materials and Broken Structural Concrete for a sum not to exceed \$150,000. 00.

Account No. 01 40 42 5299

AUTHORIZED

B. RECREATION, PARKS AND CULTURAL AFFAIRS COMMITTEE

- 1a. Authorize the Mayor, Harry W. Rilling to enter into a contract with Classic Turf Company, LLC for Project #4073 Brien McMahon High School Tennis Courts for a sum not to exceed \$435,000.00, Base Bid (\$400,000.00), Add Alternate 1 – Drainage Work (\$35,000.00). Account # 0921-6030-5777-C0321.

AUTHORIZED

- 1b. Authorize the Director of Recreation and Parks to execute change orders on contract with Classic Turf Company, LLC for Project #4073 Brien McMahon High School Tennis Courts for a sum not to exceed \$43,500.00. Account # 0921-6030-5777-C0771.

AUTHORIZED

COMMON COUNCIL
NORWALK, CONNECTICUT

ACTION
7:30 PM EST

FEBRUARY 8, 2022
VIA TELECONFERENCE

2. Authorize the Mayor, Harry W. Rilling, to execute a no-cost Agreement between the City of Norwalk and HELPSY, for curbside collection of textiles in the City of Norwalk. **AUTHORIZED**

3. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the April 13, 2021 Agreement between the City of Norwalk and The Grasso Companies, LLC. for Project PM2021-1 Pavement Management Program. The Amendment is to extend the Agreement for a period of one (1) year at a sum not to exceed \$1,535,029.39, with an option of a potential amendment, after the new fiscal year funds become available.

Account No. 09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 21 4027 5777 C0302
09 22 4021 5777 C0302
09 20 4021 5777 C0503
09 21 4021 5777 C0503
09 22 4021 5777 C0503
09 20 4021 5777 C0649
09 22 4021 5777 C0649
09 19 4021 5777 C0318
09 21 4021 5777 C0318
02 0 00 2602

AUTHORIZED

4. Authorize the Mayor, Harry W. Rilling, to execute any and all necessary documents for the National Fish and Wildlife Foundation – Five Star and Urban Waters Restoration grant related to the City of Norwalk participation as a partner in the grant. **AUTHORIZED**

5. Authorize the Mayor, Harry W. Rilling, to execute an Amendment to the agreement between the City of Norwalk and Tighe & Bond, Inc., for Construction Inspection/Observation Services, to extend the agreement for the first of two optional additional terms, of one (1) year, billable on an hourly basis, for an amount not to exceed \$200,000.00.

Account No. 09 21 4021 5777 C0440
09 22 4021 5777 C0440
09 20 4062 5777 C0361
09 22 4062 5777 C0361
09 19 4021 5777 C0021
09 20 4021 5777 C0021
09 21 4021 5777 C0021
09 22 4021 5777 C0021
09 14 4021 5799 C0315
09 22 4021 5777 C0315
09 19 4021 5777 C0318
09 21 4021 5777 C0318
09 22 4021 5777 C0318

AUTHORIZED



CITY OF NORWALK
Daniel Stanton
Senior Civil Engineer
dstanton@norwalkct.org
P: 203-854-7981 / F: 203-857-0143

Norwalk City Hall
125 East Avenue, P.O. Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

TO: Vanessa Valadares, P.E. – Chief of Operations and Public Works
From: Daniel Stanton, P.E. – Senior Civil Engineer *D. Stanton*
RE: Bid No. 4261 RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area
Date: February 1, 2023

The Department of Public Works has prepared plans for “RD2023-1.” This Project consists of curb and sidewalk improvements in anticipation of paving this area.

As part of this Project, the following work is proposed to be done:

- This project connects Riverside Avenue to Ponus Avenue providing a safe pedestrian corridor.
- Concrete Curbing and Sidewalk installation and replacements throughout
- Rectangular Rapid Flashing Beacon (RRFB) installation at Girard Street and new crosswalk
- Right of Way (ROW) Grading and guiderail improvements

The Purchasing Agent opened bids for this Project on February 1, 2023 and the apparent low bidder is Colonna Concrete & Asphalt Paving, LLC. with a bid amount of \$1,181,662.00.

I have attached a copy of the bid results received from the three (3) low bidders for your reference. Therefore, I would like to request that the following items be included on the agenda for the February 7, 2023 meeting of the Public Works Committee of the Common Council for approval.

1) Authorize the Mayor, Harry W. Rilling, to execute an Agreement with Colonna Concrete & Asphalt Paving, LLC., for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$1,181,662.00

Account No.
09224021 5777 C0318
09237100 5777 C0583
134010 5796 APW09

2) Authorize the Chief of Operations and Public Works, to execute orders on Contract with Colonna Concrete & Asphalt Paving, LLC. for Project RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area, for an amount not to exceed \$118,166.20

Account No.
09224021 5777 C0318
09237100 5777 C0583
134010 5796 APW09

A copy of the bid information for Purchasing Department Project Number – DPW Project Number – Project Name, can be reviewed by following the link <https://www.norwalkct.org/DocumentCenter/Index/1715>

Attached: Bid Comparison and Response Summary

Project Number : RD2023-1

Project Name : CURB AND SIDEWALK FOR SPRING HILL AVENUE AREA

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0202000	EARTH EXCAVATION	50	\$30.00	\$1,500.00	\$60.00	\$3,000.00	\$60.00	\$3,000.00	\$50.00	\$2,500.00
0202002	ROCK EXCAVATION	1	\$300.00	\$300.00	\$200.00	\$200.00	\$250.00	\$250.00	\$150.00	\$150.00
0202451A	TEST PIT EXCAVATION	5	\$1,000.00	\$5,000.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00	\$500.00	\$2,500.00
0202491	REMOVAL AND RESETTING OF GRANITE STONE CURBING	20	\$30.00	\$600.00	\$80.00	\$1,600.00	\$45.00	\$900.00	\$20.00	\$400.00
0202503A	REMOVAL OF CONCRETE CURBING	20	\$5.00	\$100.00	\$30.00	\$600.00	\$10.00	\$200.00	\$5.00	\$100.00
0202504A	REMOVAL OF BITUMINOUS CONCRETE CURBING	20	\$5.00	\$100.00	\$25.00	\$500.00	\$10.00	\$200.00	\$5.00	\$100.00
0302906	3/4" WASHED CRUSHED STONE	1	\$65.00	\$65.00	\$90.00	\$90.00	\$65.00	\$65.00	\$50.00	\$50.00
0304002	PROCESSED AGGREGATE BASE	1	\$65.00	\$65.00	\$65.00	\$65.00	\$50.00	\$50.00	\$30.00	\$30.00
0406203A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) MIN BID - SEE SPECIAL NOTES	105	\$110.00	\$11,550.00	\$150.00	\$15,750.00	\$250.00	\$26,250.00	\$130.00	\$13,650.00
0406204A	ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) MIN BID - SEE SPECIAL NOTES	30	\$90.00	\$2,700.00	\$100.00	\$3,000.00	\$190.00	\$5,700.00	\$70.00	\$2,100.00
0406999A	ASPHALT ADJUSTMENT COST	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
0506001	CONCRETE FOR RETAINING WALLS, STEPS AND COPINGS	2	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,100.00	\$2,200.00	\$500.00	\$1,000.00
0507042A	RESET CATCH BASIN	18	\$800.00	\$14,400.00	\$1,200.00	\$21,600.00	\$1,000.00	\$18,000.00	\$575.00	\$10,350.00
0507781	RESET MANHOLE	1	\$800.00	\$800.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00
0507792A	RECONSTRUCT CATCH BASIN	20	\$800.00	\$16,000.00	\$900.00	\$18,000.00	\$700.00	\$14,000.00	\$280.00	\$5,600.00
0507831	CONVERT CATCH BASIN TO MANHOLE	1	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
0507897A	YARD DRAIN	1	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00
0602000	DEFORMED STEEL BARS	50	\$5.00	\$250.00	\$20.00	\$1,000.00	\$10.00	\$500.00	\$2.50	\$125.00
0651343A	MISCELLANEOUS STORM DRAINAGE MODIFICATIONS	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
0651743	6" POLYVINYL CHLORIDE, SDR 35 STORM DRAINAGE PIPE	10	\$60.00	\$600.00	\$100.00	\$1,000.00	\$65.00	\$650.00	\$50.00	\$500.00
0686801	PRECAST CONCRETE INFILTRATION GALLERY (4' X 4')	4	\$1,500.00	\$6,000.00	\$600.00	\$2,400.00	\$1,000.00	\$4,000.00	\$400.00	\$1,600.00
0751712	8" UNDERDRAIN	10	\$70.00	\$700.00	\$75.00	\$750.00	\$80.00	\$800.00	\$50.00	\$500.00
0811001A	CONCRETE CURBING	6,697	\$38.00	\$254,486.00	\$55.00	\$368,335.00	\$60.00	\$401,820.00	\$45.00	\$301,365.00
0811008A	CONCRETE CURBING - 6" X >20"-<32"	75	\$50.00	\$3,750.00	\$110.00	\$8,250.00	\$110.00	\$8,250.00	\$75.00	\$5,625.00
0811009A	CONCRETE CURBING - 6" X 32"-42"	60	\$70.00	\$4,200.00	\$120.00	\$7,200.00	\$140.00	\$8,400.00	\$100.00	\$6,000.00
0813013A	16"X5' GRANITE STONE CURBING (CURVED)	82	\$90.00	\$7,380.00	\$130.00	\$10,660.00	\$105.00	\$8,610.00	\$70.00	\$5,740.00
0813015A	5' X 16" GRANITE STONE CURBING (STRAIGHT)	344	\$70.00	\$24,080.00	\$85.00	\$29,240.00	\$95.00	\$32,680.00	\$90.00	\$30,960.00

Project Number : RD2023-1

Project Name : CURB AND SIDEWALK FOR SPRING HILL AVENUE AREA

Items	Description	Quantity	Apparent Low Bidder		Second Bidder		Third Bidder		Engineering's Estima	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
0813500	RESET STONE BLOCK DRIVEWAY	120	\$15.00	\$1,800.00	\$60.00	\$7,200.00	\$45.00	\$5,400.00	\$30.00	\$3,600.00
0814001	RESET STONE CURBING	200	\$30.00	\$6,000.00	\$70.00	\$14,000.00	\$45.00	\$9,000.00	\$25.00	\$5,000.00
0815001	BITUMINOUS CONCRETE LIP CURBING	100	\$20.00	\$2,000.00	\$20.00	\$2,000.00	\$15.00	\$1,500.00	\$5.00	\$500.00
0910170	METAL BEAM RAIL (TYPE R-B 350)	70	\$80.00	\$5,600.00	\$35.00	\$2,450.00	\$35.00	\$2,450.00	\$100.00	\$7,000.00
0910199	R-B 350 SRT (SLOTTED RAIL TERMINAL END)	2	\$4,000.00	\$8,000.00	\$6,000.00	\$12,000.00	\$6,100.00	\$12,200.00	\$1,900.00	\$3,800.00
0913001	4' HIGH CHAIN LINK FENCE	110	\$65.00	\$7,150.00	\$110.00	\$12,100.00	\$110.00	\$12,100.00	\$50.00	\$5,500.00
0913510	6' CHAIN LINK DOUBLE GATE (2-3' LONG) 4' HIGH	1	\$3,500.00	\$3,500.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$1,500.00	\$1,500.00
0921001A	CONCRETE SIDEWALK	29,372	\$13.00	\$381,836.00	\$14.00	\$411,208.00	\$16.00	\$469,952.00	\$10.00	\$293,720.00
0921011A	CONCRETE DRIVEWAY RAMP	6,243	\$18.00	\$112,374.00	\$16.00	\$99,888.00	\$18.00	\$112,374.00	\$11.00	\$68,673.00
0921045	REPLACE STONE SIDEWALK	25	\$30.00	\$750.00	\$50.00	\$1,250.00	\$45.00	\$1,125.00	\$50.00	\$1,250.00
0922001A	BITUMINOUS CONCRETE SIDEWALK	694	\$50.00	\$34,700.00	\$70.00	\$48,580.00	\$65.00	\$45,110.00	\$50.00	\$34,700.00
0924007A	HANDICAP RAMPS (ADA COMPLIANT)	176	\$25.00	\$4,400.00	\$70.00	\$12,320.00	\$60.00	\$10,560.00	\$26.00	\$4,576.00
0944003A	FURNISHING AND PLACING TOPSOIL	2,611	\$10.00	\$26,110.00	\$15.00	\$39,165.00	\$14.00	\$36,554.00	\$11.00	\$28,721.00
0949000	WOOD CHIP MULCH	1	\$50.00	\$50.00	\$15.00	\$15.00	\$15.00	\$15.00	\$25.00	\$25.00
0950003A	TURF ESTABLISHMENT (LAWN)	2,611	\$6.00	\$15,666.00	\$7.00	\$18,277.00	\$5.00	\$13,055.00	\$1.00	\$2,611.00
0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3% OF BID)	1	\$33,000.00	\$33,000.00	\$40,000.00	\$40,000.00	\$42,500.00	\$42,500.00	\$30,000.00	\$30,000.00
0975006	MOVE, RELOCATION AND SKIP (MRS)	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
0980003A	PROJECT SURVEY AND STAKEOUT	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
1000010A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY CONDITIONS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
1111711	RECTANGULAR RAPID FLASHING BEACON (RRFB)	2	\$2,500.00	\$5,000.00	\$800.00	\$1,600.00	\$980.00	\$1,960.00	\$500.00	\$1,000.00
1302060A	RESET GATE BOXES	186	\$100.00	\$18,600.00	\$50.00	\$9,300.00	\$120.00	\$22,320.00	\$50.00	\$9,300.00
68600012	12" R.C. PIPE - 0' - 10' DEEP	60	\$100.00	\$6,000.00	\$110.00	\$6,600.00	\$110.00	\$6,600.00	\$75.00	\$4,500.00
9700060	TRAFFICPERSON - MUNICIPAL POLICE OFFICER	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
			\$1,181,662.00		\$1,391,093.00		\$1,500,000.00		\$1,051,171.00	

Apparent Low Bidder : Colonna Concrete and Asphalt Paving, LLC

Second Bidder : A. VITTI EXCAVATORS, LLC

Third Bidder : STAR CONSTRUCTION



February 1, 2023

RESPONSE SUMMARY - PROJECT #4261 RD2023-1 Curb and Sidewalk for Spring Hill Avenue Area

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

#	Bid Security	Vendor	Electronic Submission	Hard Copy Submission	Amount
1	Yes	Star Construction Corporation	Yes	Yes	\$1,500,000.00
2	Yes	A. Vitti Excavators, LLC	Yes	Yes	\$1,391,093.00
3	Yes	Colonna Concrete & Asphalt Paving, LLC	Yes	Yes	\$1,181,662.00
4	Yes	Ferguson Electric Company, Inc.	Yes	Yes	\$1,690,372.00



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

MEMORANDUM

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

CC: Wilber Giron, P.E. - Permit Engineer

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

REF: Seir Hill Road Extension Street Acceptance

DATE: January 25, 2023

The Department of Public Works received an application from the Legal Council for Stone Realty Associates, LLC requesting that the extension of Seir Hill Road be accepted as a City Street dated January 19, 2023. The portion of Seir Hill Road that has been requested to be accepted consists of the portion from the north corner of the driveway at Glenrock Condominium (Seir Hill Road side) to the southerly property line of 15 Oakwood Avenue (Seir Hill Road side) as per the Map filed in the Department of Operations and Public Works entitled "Improvement Location Survey Depicting Stone Commercial Real Estate Condominium, Norwalk, Connecticut, Prepared for Stone Realty Associates, LLC," dated November 21, 2022, last revised December 13, 2022, at a scale of 1"= 30' prepared by Redniss & Mead. In addition to the Petition letter the City Clerk received, I have included all of the other material that the applicant submitted.

The length of the proposed extension of Seir Hill Road under consideration for acceptance is approximately 185 linear feet.

As per the Petition letter prepared by the Attorney for the applicant, Elizabeth Suchy, Esq., the street and the associated infrastructure has been constructed in accordance with the City of Norwalk Department of Public Works Roadway Standards and Chapter 95, Streets and Sidewalks. The project had been constructed in accordance with the plans approved by the Department of Public Works, entitled "HMTX World Headquarters Site Utility Plan C102" revised August 2, 2021, at a scale of 1"= 20' prepared by McChord Engineering Associates, Inc. based upon periodic visits to the project site, a final inspection made on January 27, 2023 and the Seir Hill Road Extension survey depicted on the "Improvement Location Survey Depicting Stone Commercial Real Estate Condominium, Norwalk, Connecticut, Prepared for Stone Realty Associates, LLC," dated November 21, 2022, last revised December 13, 2022, at a scale of 1"= 30' prepared by Redniss & Mead.

Therefore, I would like to request that the following item be included on the agenda for the February 7, 2023 meeting of the Public Works Committee of the Common Council for approval. I have attached a copy of the Petition Submittal package for your reference.

- 1.) Accept the extension of Seir Hill Road from the north corner of the driveway at Glenrock Condominium (Seir Hill Road side) to the southerly property line of 15 Oakwood Avenue (Seir Hill Road side) as a City Street as per the Map filed in the Department of Operations and Public Works entitled "Improvement Location Survey Depicting Stone Commercial Real Estate Condominium, Norwalk, Connecticut, Prepared for Stone Realty Associates, LLC," dated November 21, 2022, last revised December 13, 2022, at a scale of 1"= 30' prepared by Redniss & Mead.

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

RECEIVED

JAN 19 2023

OFFICE OF THE MAYOR
CLERK

Elizabeth A.B. Suchy

Partner

Main: 203-425-4200

Direct: 203-252-2656

Fax: 203-325-8608

esuchy@carmodylaw.com

1055 Washington Boulevard

4th Floor

Stamford, CT 06901-1026

January 19, 2023

Irene Dixon, city clerk
City of Norwalk
Office of the Mayor
125 East Avenue – 2nd floor
Norwalk, CT 06851

Re: *Stone Realty Associates, LLC – 27 Seir Hill Road & 15 Oakwood Avenue, Norwalk, CT*
Petition for street acceptance

Dear Ms. Dixon:

This firm represents Stone Realty Associates, LLC which has constructed an “Innovation Center” at 15 Oakwood Avenue and an on-grade parking lot at 27 Seir Hill Road. The project included the extension of Seir Hill Road. Accordingly, pursuant to Sec. 95-24 of the City Code, enclosed please copies of a petition for street acceptance and “Improvement Location Survey Depicting Stone Commercial Real Estate Condominium Norwalk Connecticut Prepared for Stone Realty Associates” dated 11/21/22 revised to 12/13/22 (“Survey”). Also enclosed are reduced-sized copies of the survey.

Kindly forward copies of the petition and plans to appropriate staff in the departments of public works and planning and zoning, and to members of the Public Works Committee of the Norwalk Common Council in accordance with the requirements of Sec. 95-24 of the City Code. In addition, please advise the undersigned of the date and time that the committee and Council will receive, review and act on this petition, so that the development team members can mark their respective calendars and attend to answer any questions.

Should you have any questions regarding any of the foregoing, please do not hesitate to contact me.

RECEIVED

JAN 19 2023

PUBLIC WORKS

Very truly yours,


Elizabeth A.B. Suchy

EABS

Encl.

cc: H. Stone, R. Cavello, H. Rocheville, w/o enclosure via email

**Public Works Committee of the
Common Council**

Petition for Street Acceptance

Stone Realty Associates, LLC – Seir Hill Road, Norwalk, CT

Stone Realty Associates, LLC (hereinafter “Stone Realty”) herewith submits this petition for street acceptance of a 183-linear-foot extension of Seir Hill Road (“Seir Hill extension”). (Refer “Improvement Location Survey Depicting Stone Commercial Real Estate Condominium prepared for Stone Realty Associates, LLC” dated November 21, 2022, revised to December 13, 2022 prepared by Ryan and Faulds Land Surveyors (“As-Built Survey”), attached hereto and made a part hereof). This petition for street acceptance is submitted pursuant to Sec. 95-21 et seq. of the City Code of the City of Norwalk.

By way of background, Stone Realty is the owner of two (2) parcels of real property located at 15 Oakwood Avenue and 27 Seir Hill Road in Norwalk, Connecticut. At the terminus of the Seir Hill extension for which this petition for acceptance is submitted, there is a 24,000+/- sq.ft., four-story structure that houses the world headquarters of HMTX, an international luxury vinyl tile (LVT) and flooring company. This recently completed structure – the company’s “Innovation Center” – uses ultra-efficient mechanical systems, supplies all of its electrical needs through site solar systems, and rainwater for reuse on some of the building’s plumbing fixtures, among other sustainable efforts and systems. It provides an oasis of space for HMTX employees to think, design and create, in a building that engages the senses. The HMTX campus also includes a 23-space parking lot on a separate parcel.

The Innovation Center has taken nearly 20 years to be realized by HMTX CEO Harlan Stone, from the initial acquisition of excess state land adjacent to the northbound side of the Route 7 Connector, to street abandonment by the City of Norwalk, to approvals from the City of Norwalk Conservation Commission and Planning & Zoning Commission. The building meets the Living Building Challenge, one of the world’s most stringent green building rating systems and is one of the “greenest” buildings in Connecticut.

As part of the development of the Innovation Center, Stone Realty designed and constructed a 183-foot-long extension of Seir Hill Road commencing at the entrance to the Glenrock Condominiums and ending at the terminus at the entrance to the HMTX courtyard. The new road consists of 1½ asphalt top course, CT State Highway Class 2 Mix and 1½” asphalt binder course, CT State Highway Class 1 Mix. This road extension plan meets all City of Norwalk Department of Public Works roadway standards satisfying City Code Sec. 95-23A, and the road was inspected throughout the construction process. Further, a five (5’) foot sidewalk reviewed and approved by the Department of Public Works staff, was installed along the western side of the extended Seir Hill Road, thereby satisfying Sec. 95-23B of the City Code. In addition, Stone Realty granted to the City of Norwalk a turnaround easement on its property to the City of Norwalk Public Works Department, Fire Department and other city emergency services. (Refer to a map and easement which were recorded on the Norwalk Land Records in Volume 9266 at Page 312 and assigned Map. No. 14188). Further, the City of Norwalk Water Pollution Control Authority (WPCA) approved Stone Realty’s request to accept an extended 8” sanitary sewer main at its January 17, 2023 meeting. The project also included the installation of a 15” RCP storm sewer system with associated catch basins.

Grade changes at the entrance to the HMTX plaza were made September 14,-16, 2022 (see date stamped photo attached). The finished course of asphalt pavement was placed on

September 17, 2022, and curbing and striping were installed September 19-20, 2022 (see date stamped photo attached). Since the Seir Hill Road extension was completed and all inspections conducted well before October 31, 2022, there is no reason for the Common Council of the City of Norwalk to delay the review and acceptance of this this petition for road acceptance may be reviewed and acted upon by the Common Council of the City of Norwalk.



INSTR # 2021008468
VOL 9266 PG 312
RECORDED 06/18/2021 02:43:13 PM
RICHARD A. MCQUAID
TOWN CLERK NORWALK CT
NO CONVEYANCE TAX

Return to:

City of Norwalk
Attn: Law Department
125 East Avenue, Room 237
Norwalk, CT 06854

TURNAROUND EASEMENT AND MAINTENANCE
AGREEMENT

WHEREAS, Stone Realty Associates, LLC, with a principal place of business at 29 Oakwood Avenue, Norwalk, CT ("Declarant") is the owner of a certain piece or parcel of land situated in the City of Norwalk, County of Fairfield and State of Connecticut, known as Tax Lot 80 in Block 40 of the Fifth Taxing District located at 27 Seir Hill Road (hereinafter the "Property") as shown on a certain map or plan titled "Property and Topographic Survey 15 Oakwood Avenue Prepared for Stone Realty Associates, LLC (Sheets 1 of 2 and 2 of 2)" dated October 25, 2017 revised to 5/3/20 prepared by Ryan and Faulds Land Surveyors, LLC; and

WHEREAS, the Zoning Commission of the City of Norwalk, Connecticut approved the use of the Property as an on-grade, off-street parking facility (Application #3-20-SPR) to be used in connection with other adjoining property owned by the Declarant at 24 Oakwood Avenue, Norwalk, Connecticut; and

WHEREAS, the Declarant has agreed to provide to its invitees, employees and guests, and to the City of Norwalk Department of Public Works (hereinafter "DPW"), the City of Norwalk Fire Department and other city emergency services departments, an area within the Property as a turnaround for vehicles; and

WHEREAS, said easement area is depicted and more particularly described on a map titled "Easement Map Depicting Turnaround Easement Prepared for Stone Realty Associates, LLC, Norwalk, Connecticut Scale: 1" = 20' November 3, 2020" prepared by Ryan & Faulds, LLC ("Easement Map"), which map is on file in the office of the Town Clerk of the City of Norwalk as Map No. 14188; and

WHEREAS, the Declarant needs to identify and confirm the rights and responsibilities of the parties hereto with respect to the turnaround easement area; and

WHEREAS, the City of Norwalk, Connecticut accepts the grant of turnaround easement as depicted on the Easement Map;

NOW THEREFORE, the Declarant hereby declares the following easement and maintenance agreement:

1. There is hereby created a Turnaround Easement Area in, to, across and from 27 Seir Hill Road (as shown on the Easement Map) for the benefit of the Declarant and its invitees, employees and guests and the City of Norwalk DPW, fire department and other city emergency service departments. This easement shall run with the land and shall bind the Declarant, its successors and assigns, forever.
2. Said easement shall be approximately 2,877+- sq.ft./0.0660+- acres on the Property ("Turnaround Easement Area"), as more particularly shown and described on said Easement Map.
3. Said easement shall be used in common by Declarant, its employees, invitees and guests and by

the City of Norwalk DPW, fire department and other municipal emergency service departments. The Declarant and DPW, fire department and other city emergency service departments, shall avoid interference with the rights of each other within said Turnaround Easement Area. Said Turnaround Easement Area shall only be used by DPW, the fire department and other city emergency services departments for the purposes of vehicle turnaround and not be used for any other commercial or other purposes, or for the storage of any trash or other articles thereon.

4. Neither DPW, the fire department or any other city emergency services departments shall obstruct or interfere with the use of the Turnaround Easement Area by the Declarant, nor shall any other use by DPW, the fire department or other city emergency services department, establish or create a nuisance or annoyance to Declarant.
5. All repairs and maintenance of the Turnaround Easement Area shall be the responsibility of the Declarant. The Declarant shall be obliged at all times: a) to maintain the surface of the driveway reasonably flat and smooth; b) to keep the driveway free from all kinds of obstacles, lest the access become obstructed to other persons lawfully using it, including emergency vehicles; and c) in wintertime to keep the easement area cleared of dangerous accumulations of ice and snow by plowing, and/or sanding as necessary.
6. The Declarant, its successors and assigns, shall have responsibility for contracting for said maintenance, and shall make reasonable arrangements as it deems appropriate to assure that said maintenance is performed. The total costs of said repairs and maintenance shall be borne by the Declarant.
7. The Declarant shall keep and maintain liability insurance in the minimum amount of \$100,000.00/\$300,000.00, property damage in the minimum amount of \$125,000.00 and medical payment insurance in the minimum amount of \$5,000.00 to cover the use of said turnaround easement area by DPW, the fire department and/or any other city emergency service department, their employees and other staff.
8. This Declaration may be modified or amended only by an instrument in writing, made and executed by the Declarant and recorded in the Norwalk Land Records. The Declarant reserves the right, at its reasonable discretion, but upon reasonable notice to DPW, to further reasonably restrict the use of this Turnaround Easement Area should use by DPW, the fire department or any other city emergency services department substantially overburden or overuse the Turnaround Easement Area.
9. Any unreasonable use of the turnaround easement area by DPW, the fire department or any other city emergency services department or others, to the detriment of the Declarant, shall be prohibited. The Declarant reserves the right, at its reasonable discretion, but upon reasonable advance notice to DPW, to prohibit future use of the Turnaround Easement Area by any person, individual, entity or other who, after being notified of such unreasonable use, fails to cease and desist from using the Turnaround Easement Area in such unreasonable manner and contrary to the terms of this Easement.
10. This instrument shall be construed in accordance with the laws of the State of Connecticut.
11. The invalidity of any one provision of this Easement shall not void or declare invalid the entire Easement.

IN WITNESS WHEREOF DECLARANT has executed this EASEMENT FOR TURNAROUND AND MAINTENANCE AGREEMENT this 17th day of JUNE 2021.

WITNESS:

Urban Mulvihill III
Luke Serafin

Stone Realty Associates, LLC

By [Signature]
Hannah Stone
Its Manager
Duly Authorized

STATE OF CONNECTICUT

ss: Norwalk, CT June 17, 2021

COUNTY OF FAIRFIELD

Personally appeared Hannah Stone, the duly authorized manager of Stone Realty Associates, LLC, signer and sealer of the foregoing instrument and acknowledged this as their free act and deed before me

[Signature]

Commissioner of Superior Court

Notary Public

My Commission expires: _____

IN WITNESS WHEREOF THE CITY OF NORWALK ACCEPTS this EASEMENT FOR TURNAROUND AND MAINTENANCE AGREEMENT this 18th day of June 2021.

WITNESS:

The City of Norwalk, Connecticut

[Signature]

By [Signature]
Harry R. Rilling, Its Mayor
Duly Authorized

Anastasia Chustopicka

STATE OF CONNECTICUT

ss:

COUNTY OF FAIRFIELD

Personally appeared Harry R. Rilling, Mayor of the City of Norwalk, duly authorized, signer and sealer of the foregoing instrument and acknowledged this as his free act and deed and the free act and deed of the City of Norwalk, Connecticut, before me.

[Signature]

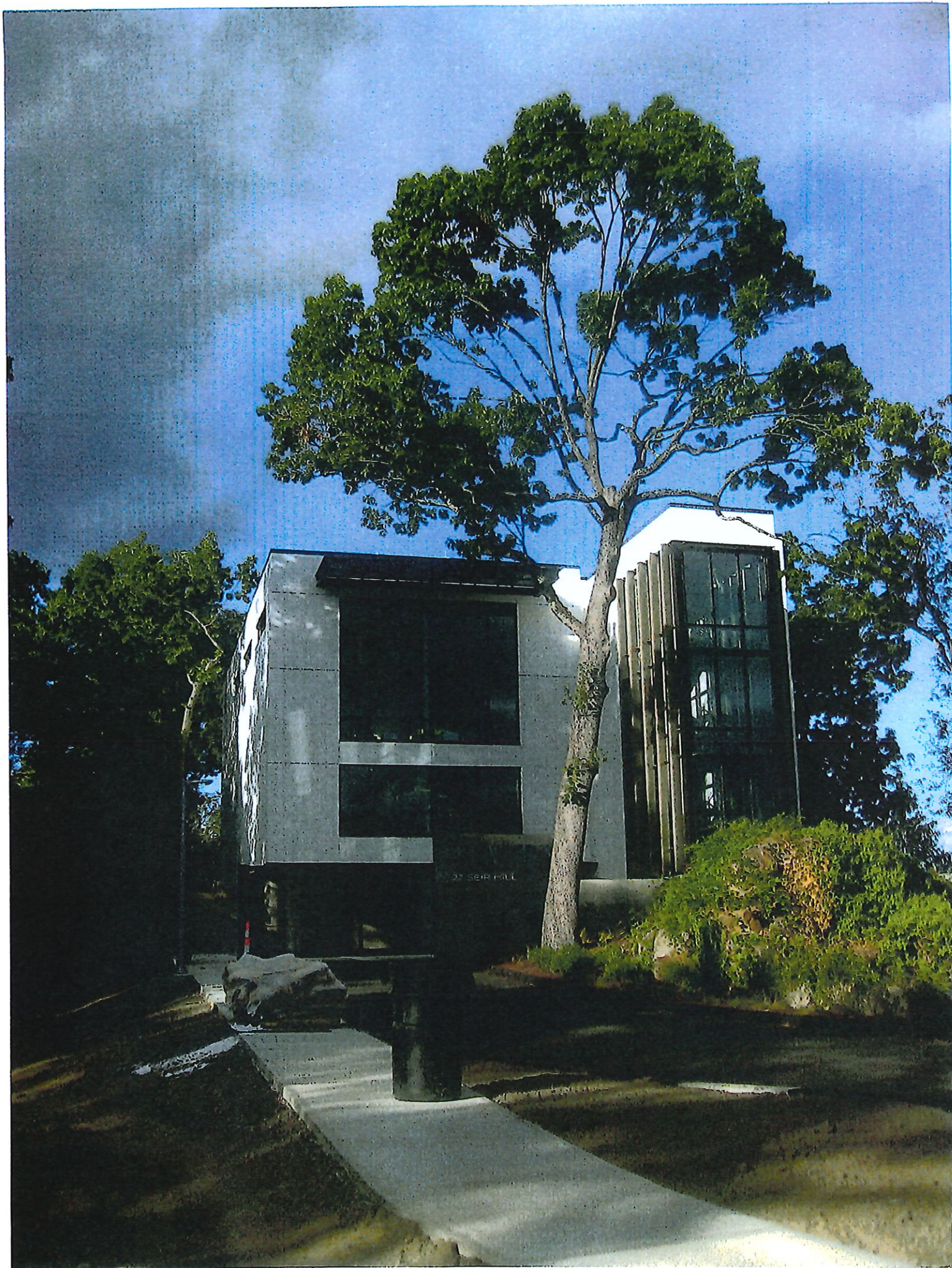
Commissioner of Superior Court

Notary Public

My Commission expires: 12/31/21

IRENE T. DIXON
NOTARY PUBLIC
State of Connecticut
My Commission Expires
December 31, 2021









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

TO: Public Works Committee of the Common Council

FROM: Jim Travers, Director Transportation, Mobility, and Parking

CC: Garrett Bolella, P.E., PTOE, RSP1 Assistant Director Transportation
Greg Pacelli, Transportation Planner

REF: Authorize the Mayor, Harry W. Rilling to execute an agreement with A. Vitti Excavators, LLC. TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations, for an amount not to exceed \$500,000.00 annually.

DATE: February 2nd, 2023

Memorandum

The Department of Transportation, Mobility, and Parking has prepared documents for TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations. This project will consist of a wide range of small concrete and bituminous concrete related infrastructure improvement projects that upgrade existing infrastructure in order to meet ADA accessibility standards on various roadways and intersections across the city. Improvement projects include installation of anticipated Handicap Ramps (ADA Compliant), connecting missing sidewalk segments with ADA compliant sidewalks and curbing, the installation of raised crosswalks as a traffic calming measure, and other roadway related improvement projects that meets city ADA standards and create safer roadways for all users.

On February 1st, 2023, a bid opening was held for project TMP 2022-4. One competitive bid was received by A. Vitti Excavators, LLC. Based on the review of this bid, Transportation, Mobility, and Parking requests adding the following items to the February 7th meeting of the Public Works Committee.

- a. Authorize the Mayor, Harry W. Rilling to execute an agreement with A. Vitti Excavators, LLC for Project TMP 2022-4 Concrete Services ADA-ROW Improvements at Various Locations for an amount not to exceed \$500,000.00

Account No.

0923	4120	5777	C0441
0922	4120	5777	C0581

0923	4120	5777	C0581
0920	4120	5777	C0649
0921	4120	5777	C0649
0922	4120	5777	C0649
0923	4120	5777	C0649
0922	3750	5777	C0777
0923	3750	5777	C0777
0923	4120	5777	C0823
0923	4120	5777	C0824

b. Authorize the Director of Transportation, Mobility and Parking, to execute Orders on contract with A. Vitti Excavators, LLC for Project TMP2022-4, Concrete Services ADA – ROW Improvements at Various Locations, for an amount not to exceed \$50,000.00

Account No.

0923	4120	5777	C0441
0922	4120	5777	C0581
0923	4120	5777	C0581
0920	4120	5777	C0649
0921	4120	5777	C0649
0922	4120	5777	C0649
0923	4120	5777	C0649
0922	3750	5777	C0777
0923	3750	5777	C0777
0923	4120	5777	C0823
0923	4120	5777	C0824

A copy of the bid information for Purchasing Department Project Number –TMP Project Number – Project Name, can be reviewed by following the link

<https://www.norwalkct.org/DocumentCenter/Index/1713>

Bid Sheet is Attached

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

ITEM	ITEM NUMBER	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE
1	0202000	EARTH EXCAVATION <u>SIXTY DOLLARS</u> <u>AND ZERO CENTS</u> Per CUBIC YARD	C.Y.	1	\$60.00
2	0202100	ROCK EXCAVATION <u>TWO HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per CUBIC YARD	C.Y.	1	\$200.00
3	0202452A	TEST PIT <u>ONE THOUSAND FIVE HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$1,500.00
4	0202502	REMOVAL OF CONCRETE PAVEMENT <u>TWENTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$25.00
5	0202503A	REMOVAL OF CONCRETE CURB <u>THIRTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$30.00
6	0202504A	REMOVAL OF BITUMINOUS CONCRETE CURB <u>TWENTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$25.00
7	0304002	PROCESSED AGGREGATE BASE <u>SIXTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per CUBIC YARD	C.Y.	1	\$65.00
8	0406201A	'ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MAJOR ARTERIAL) <u>TWO HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE YARD	S.Y.	1	\$200.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

9	0406202A	'ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (MINOR ARTERIAL) <u>ONE HUNDRED SEVENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SAQUARE YARD	S.Y.	1	\$170.00
10	0406203A	'ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (COLLECTOR) <u>ONE HUNDRED FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$150.00
11	0406204A	'ROAD ENCROACHMENT PERMANENT PAVEMENT REPAIR (LOCAL) <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$100.00
12	0506001	CONCRETE FOR RETAINING WALLS, STEPS, AND COPINGS <u>ONE THOUSAND FIVE HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per CUBIC YARD	C.Y.	1	\$1,500.00
13	0506026	RETAINING WALL <u>SEVENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FEET	S.F.	1	\$70.00
14	0507001A	TYPE "C" CATCH BASIN <u>FOUR THOUSAND FIVE HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$4,500.00
15	0507042A	RESET CATCH BASIN <u>ONE THOUSAND TWO HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$1,200.00
16	0507781	RESET MANHOLE <u>ONE THOUSAND TWO HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$1,200.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

17	0507792A	RECONSTRUCT CATCH BASIN <u>NINE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per V.F.	V.F.	1	\$900.00
18	0507821	CONVERT CATCH BASIN TO TYPE C-L CATCH BASIN <u>ONE THOUSAND FIVE HUNDRED</u> <u>DOLLARS AND ZERO CENTS</u> Per EACH	EACH	1	\$1,500.00
19	0811001A	CONCRETE CURBING <u>SEVENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$70.00
20	0811007A	CONCRETE CURBING (<45 LF PER MOB.) <u>ONE HUNDRED THIRTY FIVE</u> <u>DOLLARS AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$135.00
21	0811008A	CONCRETE CURBING 6" X > 20" - <32" <u>ONE HUNDRED THIRTY FIVE</u> <u>DOLLARS AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$135.00
22	0811009A	CONCRETE CURBING 6" X 32" - 42" <u>ONE HUNDRED THIRTY FIVE</u> <u>DOLLARS AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$135.00
23	0812000A	EXTRUDED CONCRETE CURB <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$100.00
24	0813015A	5" X 16" GRANITE STONE CURBING (STRAIGHT) <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$100.00
25	0813016A	5" X 10" GRANITE STONE CURBING (STRAIGHT) <u>NINETY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$90.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

26	0813017A	5" X 16" GRANITE STONE CURBING (CURVED) <u>ONE HUNDRED THIRTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$130.00
27	0813500	RESET STONE BLOCK DRIVEWAY <u>SIXTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$60.00
28	0814001	RESET STONE CURBING <u>EIGHTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$80.00
29	0815001	BITUMINOUS CONCRETE LIP CURBING <u>TWENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$20.00
30	0911010A	CONCRETE DRIVEWAY RAMP (<90 SF PER MOB.) <u>ONE HUNDRED TWENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$120.00
31	0921001A	CONCRETE SIDEWALK <u>TWENTY THREE DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$23.00
32	0921004A	CONCRETE SIDEWALK (<110 SF PER MOB.) <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$100.00
33	0921011A	CONCRETE DRIVEWAY RAMP <u>TWENTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$25.00

CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

34	0921014A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY <u>FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FEET	S.F.	1	\$50.00
35	0921015A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY OTHER <u>SIXTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$60.00
36	0921016A	PRECAST CONCRETE PAVER BRICK SIDEWALK AND DRIVEWAY EDGING <u>FOUR HUNDRED FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$450.00
37	0922001A	BITUMINOUS CONCRETE SIDEWALK <u>SEVENTY FIVE DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE YARD	S.Y.	1	\$75.00
38	0922501A	BITUMINOUS CONCRETE DRIVEWAY <u>EIGHTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$80.00
39	0924007A	HANDICAP RAMPS (ADA COMPLIANT) <u>ONE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE FOOT	S.F.	1	\$100.00
40	0944003A	FURNISHING AND PLACING TOPSOIL <u>TWENTY DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE YARD	S.Y.	1	\$20.00
41	0949000	WOOD CHIP MULCH <u>FIFTEEN DOLLARS</u> <u>AND ZERO CENTS</u> Per SQAURE YARD	S.Y.	1	\$15.00

CONTRACTOR'S NAME

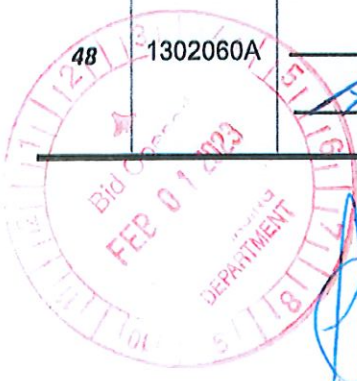
A. VITTI EXCAVATORS, LLC

PROPOSAL

Project Number - TMP2022-4

Project Name - Concrete Services ADA – ROW Improvements at Various Locations

42	0949606	ROOT BARRIER <u>ONE HUNDRED FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$150.00
43	0950003A	TURF ESTABLISHMENT (LAWN) <u>TEN DOLLARS</u> <u>AND ZERO CENTS</u> Per SQUARE YARD	S.Y.	1	\$10.00
44	0975004A	MOBILIZATION AND PROJECT CLOSEOUT (MAX 3 PERCENT OF BID) FIFTEEN THOUSAND DOLLARS Per ALLOWANCE	ALLOW	1	\$ 15,000
45	0980002A	PROJECT SURVEY AND STAKEOUT TWENTY THOUSAND DOLLARS Per ALLOWANCE	ALLOW	1	\$ 20,000
46	1000210A	MISCELLANEOUS TRANSITIONS TO MEET EXISTING PROPERTY TEN THOUSAND DOLLARS Per ALLOWANCE	ALLOW	1	\$ 10,000
47	1251090A	RAISED BITUMINOUS CONCRETE CROSSWALK AND SPEED TABLE <u>THREE HUNDRED DOLLARS</u> <u>AND ZERO CENTS</u> Per LINEAR FOOT	L.F.	1	\$300.00
48	1302060A	RESET GATE BOXES <u>FIFTY DOLLARS</u> <u>AND ZERO CENTS</u> Per EACH	EACH	1	\$50.00



CONTRACTOR'S NAME

A. VITTI EXCAVATORS, LLC

PROPOSAL



Stantec Consulting Services Inc.
55 Church Street, Suite 601
New Haven, Connecticut 06510

January 31, 2023

Mr. James Travers
Director
Transportation, Mobility and Parking
125 East Avenue
Norwalk, CT 06851

RE: Construction Inspection for
NRVT Trail – Phase 2

Dear Jim:

Based on our discussion earlier today, we have prepared this order of magnitude estimate of the fee to complete the inspection on the NRVT Trail Phase 2 Project. This fee is based on our inspector being on site, 8 hours per day for a total of 4 weeks to complete the project, which is our estimate as to how much longer it will take to construct the boardwalk. The fee for this work is \$22,330. Invoicing would be based on actual hours worked at a rate of \$139.51.

This proposal does not include the project close out with the CT DOT. We would want to review the existing records to get a better understanding of what has been completed and what further work is needed.

If acceptable to the City, we can then prepare a contract accordingly.

Let us know if you need any further clarification of this proposal or additional information.

Sincerely yours,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, reading "Philip J. Katz".

Philip J. Katz, P.E.
Associate
Philip.katz@stantec.com

A handwritten signature in black ink, reading "John F. Eberle".

John F. Eberle, P.E.
Senior Principal
John.eberle@stantec.com



DEPT OF FINANCE
Purchasing Department
NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 02/02/2023

DEPARTMENT: Transportation, Mobility, and Parking

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

Check One:

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

TOTAL COST: 22,330.00 MUNIS Account: 01-37-50-5258

VENDOR: Stantec Consulting Services Inc.

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Conners	X Supports	James Travers
Purchasing Agent Name	Does Not Support	Department Head Name
Sharon Conners	Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	James Travers
Date		Date
02/02/2023		02/02/2023

11:45:03
-05'00'

JUSTIFICATION:

Stantec Consulting Services Inc. designed the portion of the Norwalk River Valley Trail (NRVT) referred to as Phase II. This section, that is currently under construction, begins at Union Park and continues north to the intersection of Riverside Ave @ New Canaan Ave. TMP requires the assistance of Stantec Consulting Services Inc. to complete the construction inspection and oversight for the installation of the boardwalk, its ramp, and landing. During construction, field modifications were made when unmarked/unknown utilities were identified during the installation of pilings. This resulted in a grade greater than recommended guidelines. To ensure the safety of all users of the trail, it is the desire of TMP and the Principal Engineer that mitigation measures be made to reduce slope to acceptable levels.

Since Stantec Consulting Services Inc. designed this portion of the trail and had been involved throughout construction, they have all information, project history, survey, and pertinent data that is needed to successfully oversee the completion of the boardwalk and landing.

Additionally, time is of the essence because the prime contractor has notified the City of their intent to dissolve their business. They have committed to complete this last portion of the project, but require design changes to satisfy the City's requirements.

Stantec's services are required to not only provide an acceptable solution to the grade issues identified, but to provide TMP with the inspection and oversight services necessary for the remainder of the project and ensure that this final phase is completed in a timely manner.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency

[illegible]

NORWALK COMMON COUNCIL
REQUEST FOR ITEM TO BE PLACED ON AGENDA

DATE OF REQUEST: February 14, 2023

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

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

HAS ITEM BEEN TO A COUNCIL COMMITTEE? YES XX NO

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 enter into an agreement with Norwalk Public School – Rowayton PTA for the use of Rowayton Elementary School Field and immediate surrounding grounds for their Rowayton School Carnival 2023 to be held on Friday, May 5 and Saturday, May 6, 2023 from 8:00 AM to 5:00 PM. Set-up time to begin on Sunday, April 30, 2023 at 8:00 AM with tear-down on Monday, May 8, 2023 at 5:00 PM. Rain Date: Sunday, May 7, 2023. Approximately 500 people each day.
2. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Ninety 9 Bottles Events for the use of Oyster Shell Park and immediate surrounding grounds for their Ninety9Bottles Craft Beer Festival to be held on Saturday, June 3, 2023 from 1:00 PM to 5:00 PM. Set-up time to begin 9:00 AM with tear-down at 6:00 PM. Approximately 999 people.
3. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with NICE, Inc for the use of Oyster Shell Park and immediate surrounding grounds for their Seventh Annual NICE Festival event to be held on Saturday, July 8, 2023 from 11:00 AM to 10:00 PM. Set-up to begin at 6:00 AM with tear-down at 11:00 PM. Approximately 500 + people.
4. Authorize the Mayor, Harry W. Rilling, to enter into an agreement with Norwalk Seaport Assoc. for the use of Veterans Park and immediate surrounding grounds for their Oyster Festival event to be held from Friday, September 8, 2023 to Sunday, September 10, 2023. Set-up on Friday, August 18, 2023 with tear-down by Saturday, September 30, 2023. Approximately 40,000 people.
5. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Giacorp for the Oyster Shell Park fence repair project # 4256, for an amount not to exceed \$230,027.00 from account # 134010-5796-ARP01.

5a Authorize the Director of Recreation and Parks to issue a change order for the Oyster Shell Fence repair project in an amount not to exceed \$ 23,000.00 from account # 134010-5796-ARP01.
6. Authorize the Mayor, Harry W. Rilling, to enter into a contract with Grindline Skateparks, Inc for the Calf Pasture Beach Skate Park project # 4237, in an amount not to exceed \$1,411,896.92 from accounts # 134010-5796-ARP01 and # 0921/0922/0923/0924-6030-5777-C0365.

6a Authorize the Director of Recreation and Parks to issue a change order for the Calf Pasture Beach Skate Park project # 4237 in an amount not to exceed \$70,594.00 from accounts # 134010-5796-ARP01 and # 0921/0922/0923/0924-6030-5777-C0365.

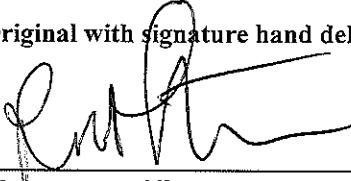
7. Technical correction: Authorize the Mayor, Harry W. Rilling, to execute an agreement with FGB Construction for Project # RNP 2022-2, Calf Pasture Beach Parking and Green Infrastructure Improvements for a sum not to exceed \$1,973,035.00 based on the following breakdown of \$1,365,292.00 (Base Bid); \$278,000.00 (Alternate 1a/1b – Thermoplastic Markings Beach and Water), \$36,461.00 (Alternate 2 – Maintenance Driveway and Water Main Crossing); \$135,392.00 (Alternate 3 – South Parking Lot); and \$157,890.00 (Alternate 4 – Shady Beach). Accounts # 0921/0922/0923-6030-5777-C0365, # 134010-5796-APW09 and # 134010-5796-APW07.

STATUTORY AUTHORITY UNDER WHICH ACTION IS BEING TAKEN:

EFFECTIVE DATE OF ACTION (if applicable):

Upon passage.

Original with signature hand delivered.



Signature of Person Making Request

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

Amended 4/13/84

①

City of Norwalk Recreation & Parks Department

Facility Rental Event Application Form

PLEASE PRINT

ORGANIZATION NAME: Norwalk Public School - Rowayton PTA PERSONAL/FAMILY COMPANY/BUSINESS NON-PROFIT (501C3) Yes ☒ No

NAME OF BENEFICIARY: _____ Is this an Annual Event Yes ☒ No ☐ # of years _____

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: _____ TITLE: _____

YOUR NAME: Amy Esparza TITLE: Rowayton Elementary Carnival Co-Chair

ADDRESS: _____ E-MAIL ADDRESS: amypaden1@gmail.com

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PHONE: _____ BUSINESS PHONE: _____ CELL: _____

FACILITY & EVENT INFORMATION

FACILITY REQUESTED: Rowayton Elementary School Field # OF PARTICIPANTS _____

EVENT: Rowayton School Carnival 2023 DATE REQUESTED: May 5 and 6, 2023

SET UP TIME: 4/30 STARTING TIME: 8am BREAKDOWN TIME: 5/8 END TIME: 5pm RAIN DATE: May 7, 2023
(RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☐ NO ☒

(PLEASE NOTE NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☐ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME: _____

ARE YOU REQUESTING A TENT? YES ☒ NO ☐ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO: ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT. ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT?

YES ☒ NO ☐

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT?

YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES?

YES ☒ NO ☐

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES?

YES ☒ NO ☐

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach? YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS ARE CLEAR AND ADHERED TO

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒

If yes, name of person(s) _____ Each group should have accessible a list with all the children's names that are attending the outings for accountability in case of emergency

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Amy N Esparza

DATE: 1/21/2023

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____

②

City of Norwalk Recreation & Parks Department
Facility Rental Event Application Form

PLEASE PRINT

PERSONAL/FAMILY

COMPANY/BUSINESS ☒

NON-PROFIT (501C3) Yes ☒ No ☐

ORGANIZATION NAME: Ninety 9 Bottles Events

NAME OF BENEFICIARY: Adoption Hope Foundation (non profit benefitting partner) Is this an Annual Event: Yes ☒ No ☐ #of years 7

NAME OF CORPORATE OFFICER AUTHORIZED

TO EXECUTE THE LICENSE AGREEMENT: Jill Dunn TITLE: Event Coordinator

YOUR NAME: Jill Dunn TITLE: Event Coordinator

ADDRESS: 119 Murray St E-MAIL ADDRESS: ninety9bottlesevents@gmail.com

CITY: Norwalk STATE: CT ZIP CODE: 06851

HOME PHONE: _____ BUSINESS PHONE: _____ CELL: 203-246-8251

FACILITY REQUESTED: Oyster Shell Park FACILITY & EVENT INFORMATION # OF PARTICIPANTS 999

EVENT: Ninety9Bottles Craft Beer Festival DATE REQUESTED: 6/3/23

SET UP TIME: 9am STARTING TIME: 1pm BREAKDOWN TIME: 6pm ENDTIME: 5pm RAIN DATE: _____
(RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☒ NO ☐

(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☒ NO ☐ NAME: _____

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ *ANY TENT (STRUCTURE) 10 x 10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO:
ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT
ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED
SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY
PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☒ NO ☐ Sponsorboard and Event Signage
ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☒ NO ☐ Non profit partner may have a table
ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☒ NO ☐ Food trucks and Vendors will be on site selling items
WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☒ NO ☐ generator for food truck and musicians

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒

WILL THE GROUP HAVE ANY ACITIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS
ARE CLEAR AND ADHERED TO

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒

If yes, name of person(s) _____. Each group should have accessible a list with all the children's names that are attending the outings for
accountability in case of emergency

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Jill Dunn DATE: 1/25/23

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____
COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: _____ YES _____ NO _____ N/A _____

City of Norwalk Recreation & Parks Department
Facility Rental Event Application Form

47 3/8/23

PLEASE PRINT

ORGANIZATION NAME Norwalk Seaport Assoc. PERSONAL/FAMILY
COMPANY/BUSINESS
NON-PROFIT (501C3) Yes ☒ No ☐

NAME OF BENEFICIARY: Norwalk Seaport Assoc. Is this an Annual Event? Yes ☒ No ☐ # of years 1

NAME OF CORPORATE OFFICER AUTHORIZED
TO EXECUTE THE LICENSE AGREEMENT: Mike Kelly TITLE: Pres.

YOUR NAME: Jerry Toni TITLE: Business Mgr.

ADDRESS: 213 Liberty St E-MAIL ADDRESS: jerrytoni@seaport.org

CITY: Norwalk STATE: CT ZIP CODE: 06855

HOME PHONE: 203 838 9444 BUSINESS PHONE: 203 838 9444 CELL: 203 858 3257

FACILITY REQUESTED: Vest Park FACILITY & EVENT INFORMATION # OF PARTICIPANTS 40.000

EVENT: Oyster Festival DATE REQUESTED: Sept 8, 9, 10 2023

SET UP TIME: 8/8/23 STARTING TIME: 9/30/23 BREAKDOWN TIME: 9/30/23 END TIME: 9/30/23 RAIN DATE: NONO

(RAIN DATE FOR BEACH RENTALS ONLY)

ARE YOU REQUESTING THE USE OF ALCOHOLIC BEVERAGES AND/OR BEER KEGS? YES ☒ NO ☐

(PLEASE NOTE: NO GLASS OR BOTTLES ALLOWED AT CITY PARK PROPERTY, INCLUDING CRANBURY PARK)

SERVING FOOD: YES ☒ NO ☐ ARE YOU USING A FOOD TRUCK? YES ☐ NO ☐ NAME: Multiple Food Vendors

ARE YOU REQUESTING A TENT? YES ☐ NO ☒ ANY TENT (STRUCTURE) 10x10 FEET OR LARGER INCLUDING, BUT NOT LIMITED TO:
ELECTRICAL LIGHTING EQUIPMENT, OVENS, GRILLS, ETC, REQUIRES A SEPARATE PERMIT FROM THE CODE ENFORCEMENT DEPARTMENT
ADDITIONAL EQUIPMENT, i.e. INFLATABLES MUST RECEIVE APPROVAL FROM DIRECTOR OF RECREATION & PARKS. IF APPROVED
SEPARATE INSURANCE MUST BE PURCHASED AND PRESENTED. BOUNCE HOUSES AND DRONES ARE NOT ALLOWED ON ANY CITY
PROPERTY, INCLUDING SCHOOL GROUNDS AND PARKS. VIOLATION OF THIS RULE MAY JEOPARDIZE FUTURE EVENTS IN THE CITY

ARE YOU REQUESTING TO USE DISPLAY ADVERTISING AT YOUR EVENT? YES ☒ NO ☐

ARE YOU REQUESTING TO SOLICIT CONTRIBUTIONS AT YOUR EVENT? YES ☐ NO ☒

ARE YOU REQUESTING TO SELL FOOD, BEVERAGES, GOODS OR WARES? YES ☐ NO ☒

WILL YOU BE USING TEMPORARY ELECTRICAL RESOURCES? YES ☒ NO ☐

BEACH PERMITS ONLY:

WILL THE GROUP BE GOING INTO THE WATER IN ANY WAY, WADING, WALKING OR SWIMMING at the Beach? YES ☐ NO ☒

WILL THE GROUP HAVE ANY ACTIVITIES NEAR OR AROUND THE WATER (including Splash Pad) at the Beach YES ☐ NO ☒

IT IS THE GROUP SUPERVISOR'S RESPONSIBILITY TO CONTACT THE LIFEGUARD SUPERVISOR ON DUTY SO THAT ALL RULES AND REGULATIONS
ARE CLEAR AND ADHERED TO

IS A WATER SAFETY INSTRUCTOR OR A CERTIFIED LIFEGUARD ACCOMPANYING YOUR GROUP? YES ☐ NO ☒

If yes, name of person(s) Corbin Each group should have accessible a list with all the children's names that are attending the outings for
accountability in case of emergency

ANY QUESTIONS ANSWERED YES, PLEASE EXPLAIN ON SEPARATE SHEET & ATTACH TO APPLICATION

APPLICANT'S SIGNATURE: Corbin

DATE: 1/12/2023

OFFICE USE ONLY

RECREATION & PARK COMMITTEE APPROVAL: DATE TO COMMITTEE: YES ☐ NO ☐ N/A ☐

COMMON COUNCIL APPROVAL: DATE TO COMMITTEE: YES ☐ NO ☐ N/A ☐

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

Giacorp Contracting Inc
Bidder's Name

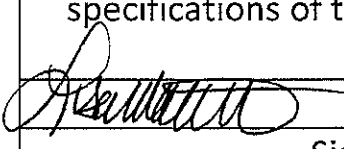
11 Bradhurst Avenue
Street Address

Hawthorne	NY	10532
City	State	Zip

Business Telephone:	914-440-0300
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Email Address:	lwc@giaccinc.com
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Lisa Walter Calicchia, President
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.	
	1/23/2023
Signature	Date

Exceptions: Note any vendor(s) responding to this proposal shall indicate any/all exceptions (if any) taken to language in this proposal. Exceptions must be declared below in order to be considered by the City:

4081-2

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 RESPONSE FORM

Vendor Name - Glacorp Contracting Inc		
Address - 11 Bradhurst Avenue, Hawthorne, NY 10532		
Phone - 914-440-0300	Fax - 914-302-3973	Email - lwc@giaccinc.com
Manager - Lisa Walter Calicchia		Fed ID# 81-3940276

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:

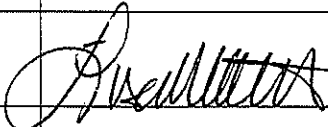
Total Lump Sum Bid	\$ 230,027.00
Total Lump Sum Bid in Words	Two hundred thirty thousand, twenty seven dollars & 00/100

CITY OF NORWALK
PURCHASING DEPARTMENT

2.

Bid Security in the form of a (check one) is attached.	x	Bond		Certified Check
Cost for performance bond <u>included in lump sum</u>		\$ 40.01		per thousand dollars

Submitted by:

Print Name of Authorized Agent of Company	Lisa Walter Calicchia, President
Signature of Authorized Agent of Company	
Date	1/23/2023

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	1/12/23	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:	6	
2.	Number of personnel employed:	Part Time	Full Time
			7

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

Project	Date	Contact Person	Phone No.
SEE ATTACHED			

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
NONE				

Completed Projects

General Contractor: Carson Corporation 171 NJ-94 Lafayette Township, NJ 07848 Contact: Chris Simpson Phone: 973-579-4100 Email: csimpson@carsoncorporation.net Project No.: United States Army Garrison Fort Hamilton, Storm Recovery Project	Summary of Work: Purchase Order #2659-0033 Supply & Installation of Ornamental Aluminum Fence/Gates at Garrison Fort Hamilton, Brooklyn, NY <i>SUBCONTRACTOR</i>	Award: May 19, 2022 Contract Amt.: \$95,779.94 Completion: August 5, 2022
Owner: Cohoes Housing Authority 100 Manor Sites Cohoes, NY 12047 Contact: Dan Rigney Phone: (518)235-4500; ext 125 Email: Drigney@cohoeshousing.org Project No.: Garbage Corral Fencing	Summary of Work: Installation of New Chain link fencing around three (3) Garbage Corrals and repairs to another. <i>PRIME CONTRACTOR</i>	Award: October 28, 2021 Completion: December 2021 Contract Amt.: \$32,800.00
Owner: Toms River Regional School District 1144 Hooper Ave Toms River, NJ 08753 Contact: Johanna Leone Phone: (732) 505-5500 x 500035 Email: jleone@trschoools.com Project: SEC-01 NPS – Non-Public Security Fencing	Summary of Work: 1. Installation of 6' high black ornamental steel fence with a single gate at Donovan Catholic High School. 2. Installation of 4' high black ornamental steel fence with a single gate at St. Joseph Elementary School <i>PRIME CONTRACTOR</i>	Award: May 2022 Contract Amt.: \$46,734.00 Completion: August 8, 2022
Owner: Westchester County Department of Planning 148 Martine Avenue White Plains, N.Y. 10601 Contact: Vincent Altimari Phone: 914-719-2054 Email: vaa7@westchestergov.com Project No.: Contract #21-509, Fencing and Other Site Improvements, Hilltop Hanover Farm	Summary of Work: Repair and replacement of existing wood fencing and other site improvements including the reconstruction of a bluestone pavement patio. <i>PRIME CONTRACTOR</i>	Award: August 2021 Contract Amt.: 239,312.19 Completion: July 2022

Owner: US Army Contracting Command 5418 S. SCOTT PLAZA JOINT BASE MDL NJ 08640 Contact: Drew Cavosi Phone: (718)-630-4991 Email: drew.m.cavosi.civ@mail.mil Project No.: W15QKN20R50450002	Summary of Work: Remove & dispose 8' H chain link fence with barbed wire, 1200 L.F., 8' H swing gate with barbed wire, 9' W, (4) each & 8' H swing gate with barbed wire, 8' W, (2) each. Furnish & Install 8' H chain link fence with barbed wire, 1200 L.F., 8' H swing gate with barbed wire, 9' W, (4) each & 8' H swing gate with barbed wire, 8' W, (2) each. Remove & dispose Barbed wire, 900 L.F., Top and bottom rail, 950 L.F., Post & footings, (21) each. Furnish & Install Barbed wire, 900 L.F., Top & bottom rail, 950 L.F., Post & footings, (21) each., Triangular barrier of barbed wire & 18" razor wire, 10'x10' to create a barrier between the existing fence heights of 16'-8'. U.S. Army Garrison, Fort Hamilton, 29 Wainwright Drive, Brooklyn NY	Award: October 2020 Contract Amt.: \$667,839.01 Completion: July 2021
General Contractor: Environmental Restoration, LLC. 6940 Commercial Drive Morrow, GA 30260 Contact: Paul A. Pilgrim Phone: (770) 961-9272 Email: p.pilgrim@erllc.com Project No.: PO#: 15443 / AT2-72	Summary of Work: Install 800' of 8' permanent chain-linked fencing, repair/replace approx. 50' of 8' galvanized steel chain-linked 2" fencing (9 gauge) and repair/replace approx. 2 fence poles. Repair/replace approx. 60' of 8' black plastic-coated chain-linked 2" fencing (9 gauge), install/repair 4ea 16' double swing gates, and dispose of removed fencing at the Allied Textile Printing Site.	Award: October 2020 Completion: April 2021 Contract Amt.: \$185,778.60
Owner: U.S. Environmental Protection Agency	SUBCONTRACTOR	
General Contractor: Weil Construction, Inc. 3344 Princeton Dr NE Albuquerque, NM 87107-2014 Contact: Erika Flores Phone: (505) 899-3535 Email: e.flores@weilconstruction.com Project No.: 47PH0120D0005	Summary of Work: Complete demolition of existing fence and gates. Furnish and install ornamental fencing system, gates, gate openers and hardware at US Marshal's Service, Federal Courthouse, White Plains, NY	Award: February 2021 Contract Amt.: \$772,810.51 Completion: October 2021
	Owner: General Services Administration (GSA)	
Owner: Mercer County Park Commission 197 Blackwell Road Pennington, NJ 08534 Contact: Samantha Smith Phone: 609-303-0706 Email: soswald@mercercounty.org Project: AB2021-14	Summary of Work: Installation of galvanized deer fencing with Hi-tensile top wire, treated Southern Yellow Pine line and corner posts. Multiple single and driveway gates. Work completed at Featherbed Lane and Baldpate Mountain.	Award: August 5, 2021 Completion: December 10, 2021 Amount: \$159,368.54
	PRIME CONTRACTOR	

Owner: City of Trenton 319 East State Street Trenton NJ 08608 Contact: Paul Harris Phone: (609) 532-1706 Email: pharris@trentonnj.org Project: PO# 21-07239	Summary of Work: Provide and install 20' and 30' Manual Double Leaf Swing gates <i>PRIME CONTRACTOR</i>	Award: June 2021 Contract Amount: \$41,000.00 Completion: November
Owner: National Park Service Interior Region 1 North Atlantic - Appalachian New York MABO Contact: Timothy Troxler Phone: (718) 815-6532 Email: timothy_troxler@nps.gov Project: 140P4520C0029	Summary of Work: Repair & Replace Fence at Gateway National Recreation Area <i>PRIME CONTRACTOR</i>	Award: October 2020 Completion: November 2020 Amount: \$38,333.00
Owner: Mamaroneck Union Free School District 1000 West Boston Post Rd Mamaroneck, NY 10543 Contact: Steve Brugge Phone: (914) 220-3081 Email: sbrugge@mamkschools.org Project: Labor and Material Pricing for Small Projects District Wide 18/19-MUFSD- 005	Summary of Work: Various Fence Installations and Repairs as needed - Service Contract <i>PRIME CONTRACTOR</i>	Contract Date: 10/17/2018 Completion: 10/16/2019 Completed to Date: \$50,075.20
Owner: City of Trenton 319 East State Street Dept. Of Housing & Economic Dev. Trenton NJ 08608 Contact: Paul Harris Phone: (609) 532-1706 Email: pharris@trentonnj.org Project: 2018-61R / Installation of Ornamental Picket Fence and Gates at Cooper St. Pool & Academy Pool	Summary of Work: Removal and disposal of existing chain- link fence mesh, posts, rails, concrete foundations gates and hardware and the provision and installation of the ornamental picket fence, gates and hardware at Cooper St. Pool and Academy Pool. <i>PRIME CONTRACTOR</i>	Award: February 2019 Completion: July 2019 Amount: \$178,133.75
Owner: Village of Pelham 195 Sparks Avenue Pelham, NY 10803 Contact: Chris Scelza Phone: (914) 738-2015 Email: chris.scelza@pelhamgov.com Project: PELH 1807 - Highbrook Highline Fence Installation	Summary of Work: Installation of Decorative Aluminum Fence System with Cantilever Gates at Highbrook Park <i>PRIME CONTRACTOR</i>	Award: June 14, 2019 Completion: September 30, 2019 Amount: \$44,440.00

General Contractor: TAM Enterprises, Inc. 114 Hartley Rd. Goshen, NY 10924 Contact: Chad Young Phone: (845)-294-8882 Email: chad@tamentinc.com Project: Hopewell Precision Superfund Site	Summary of Work: Installation of Aluminum Fence Panels with drive gate and installation of Brick Piers. Hopewell North Water System Owner: Dept. of the Army Corps of Engineers <i>SUBCONTRACTOR</i>	Contract Date: January 2019 Completion: January 2020 Contract Amt: \$136,452.96
Owner: DM AIRPORTS, LTD Morristown Airport 8 Airport Rd. Morristown, NJ 07960 Contact: Darren Large Phone: (973) 538-6400 ext. 135 Email: DarrenL@mmuair.com Project: Fuel Farm Fencing	Summary of Work: Fuel Farm Fencing Installation of Steel Ameristar fencing, chain link fencing, 8' wide gate, single gate and bollards <i>PRIME CONTRACTOR</i>	Award: February 2018 Completion: July 2018 Amount: \$93,450.00
Owner: Community Charter School of Paterson 75 Spruce Street, Paterson, NJ 07501 Contact: Jaime Masler Beach Phone: (732) 393-5626 Email: JMasler@digrouparchitecture.com Project: CCSP Playground Fence Replacement Project	Summary of Work: Removal of existing playground fencing and gates. Installation of new 6' high steel fencing around existing playground, including gates, hardware, finals and footings. <i>PRIME CONTRACTOR</i>	Award: June 2018 Completion: September 2018 Amount: \$69,516.00
Owner: Ridgefield Little League PO Box 287 Ridgefield, CT 06877 Contact: Bob Rapp Phone: (203) 241-9873 Email: rrapp01@snet.net	Summary of Work: Installation of perimeter fencing, backstop, safety netting, batting cages, dug outs, gates and bollards. <i>PRIME CONTRACTOR</i>	Award: May 2018 Completion: March 2019 Amount: \$132,477.10
General Contractor: Armand Corporation for Economic Development Corporation (EDC NY) 1001 6th Ave. New York, NY 10018 Contact: Shamsell Abdill Phone: (212) 542-4179 Email: sabdill@armandcorp.com Project: Replacement of Fence	Summary of Work: Installation of wrought iron security fencing with slide gate at 34th St Heliport <i>SUBCONTRACTOR</i> Owner: New York City Economic Development Corp.	Award: April 2017 Completion: October 2017 Amount: \$116,595.00
Owner: Hudson River Park Trust 353 West St., Pier 40 - 2nd Floor New York, NY 10014 Contact: William Faherty Phone: (212) 312-1600 Email: WFaherty@GilbaneCo.com Project: #C4832 - CWP Athletic Field Fencing Repair	Summary of Work: Site improvements including replacement and repair of galvanized fence panels. Installation of ball safety netting. <i>PRIME CONTRACTOR</i>	Award: September 2017 Completion: October 2018 Amount: \$173,112.21

CITY OF NORWALK PURCHASING DEPARTMENT

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

6. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled	<u>Connecticut corporations</u> - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?		Yes	No
	<u>Out-of-State corporations</u> - Do you have a valid license to do business in the State of Connecticut? (Evidence in the form of a Certificate of Authority from the Connecticut Secretary of State will be required within 30 days of the bid opening.)		Yes	No
			☒	
7. CT LICENSE/REGISTRATION NUMBER		072163199-001		
8. Is your local organization an affiliate of a parent company? If so, indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:				
Business Name		n/a		
Address				
City		State	Zip	
Name of Agent				

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.

CITY OF NORWALK PURCHASING DEPARTMENT

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: Brown & Brown Insurance Company	Tel: 845-628-4500
Agency Address: 625 Route 6, Mahopac, NY 10541	Email: hilda.moran@bbrown.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

Giacorp Contracting Inc
11 Bradhurst Avenue
Hawthorne, NY 10532
Lisa Walter Calicchia
lwc@giaccinc.com
914-440-0300

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

Fence repair at Oyster Shell Park.

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 ☐

NORWALK COMMON COUNCIL
REQUEST FOR ITEMS TO BE PLACED ON AGENDA

LAND USE ITEMS FOR 2/14 COUNCIL MEETING

- 1a. Authorize the Mayor, Harry W. Rilling, to execute an agreement with B&W Paving & Landscaping LLC. for the Silvermine Elementary School – Driveway Improvements Project for a total not exceed \$1,744,000 (pending approval of a special capital appropriation of \$425,000). Funds will be available in Acct. # 0922(23) 5010 5777 C0790.

- 1b. Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total not exceed \$174,500 (pending approval of a special capital appropriation of \$425,000). Funds will be available in Acct. # 0922(23) 5010 5777 CO790.

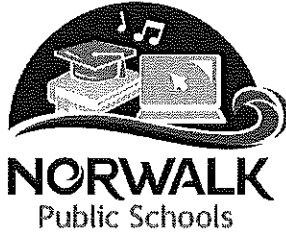
Requested Date: February 9, 2023

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 Commission for Section 8-24 Review.



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

TO: LAND USE & BUILDING MANAGEMENT COMMITTEE

FROM: WILLIAM HODEL, DIRECTOR OF FACILITIES & MAINTENANCE

RE: **BOE - SILVERMINE ELEMENTARY SCHOOL – DRIVEWAY IMPROVEMENTS
 – APPROVAL OF CONTRACT & REQUEST FOR ADDITIONAL FUNDS**

DATE: DECEMBER 22, 2022

The Silvermine Elementary School serves nearly 500 students from the across the school district with increasing enrollment every year. The school is situated on Perry Avenue at the intersection of Yew Street. The School has a circle in the front, which serves as both the Bus Loop and combined entrance for the school. The only parking lot is located in the lower level of the school and is only accessible through one driveway.

At drop off and pickup times, this circle is occupied with school buses queuing to pick up students. In order to access the only driveway to the lower level parking lot, all vehicles must go around large school buses, encounter a busy crosswalk and travel down a driveway to the lower level lot, then return to the busy circle at the top via the same roadway where children are being dropped off by parents.

In many instances, this creates dangerous situations for students, staff, parents, and all involved especially at the main crosswalk and when passing school buses.

In February of 2020, the Norwalk Public Schools issued a request for proposal for designers to remedy this situation. M & J Engineering was awarded this contract. Over the past two years, the site has been analyzed and a new design has been reached to fix the drop off and pickup situation. These plans have been reviewed by all local departments and are now ready for construction.

In December 2022, the Norwalk Public Schools and City Purchasing Department issued a bid for Construction Companies to provide pricing for the driveway improvement project. Proposals were due on December 20, 2022. The City Purchasing Department received two bids for the project. After a scope review with the Design Team and Norwalk Public Schools Facilities Department, it was determined that B&W Paving & Landscaping LLC. was the responsible bidder. The bid received from B&W was over the Norwalk Facilities Department total project budget by \$244,000. As a result, the Norwalk Public Schools is seeking a special capital appropriation to fund this project for the shortfall plus a contingency amount.

ACTION REQUESTED:

- 1. Approve recommendation to begin the special capital appropriation process for the Silvermine Elementary School in the amount of \$425,000.**
- 2. Authorize the Mayor, Harry W. Rilling, to execute an agreement with B&W Paving & Landscaping LLC. for the Silvermine Elementary School – Driveway Improvements Project for a total not exceed \$1,744,000 pending approval of a special capital appropriation. Funds will be available in Acct. # 0922 5010 5777 CO790.**
- 3. Authorize the NPS Facilities Dept. to issue Change Orders on this contract for a total not exceed \$174,500 pending approval of a special capital appropriation. Funds will be available in Acct. # 0922 5010 5777 CO790.**

AGENDAFEBRUARY 9TH 2023CLAIMS COMMITTEE MEETING

REFUNDS PROCESSED CLAIMS COMMITTEE

APPROVED BY TAX COLLECTOR

PAY TO:BILL No & AMOUNT REFUNDEDREASON

NIEVES ANGELO ALBERTO

21-MV-347953 \$53.74

OVER PYMT



CITY OF NORWALK, DEPARTMENT OF FINANCE
Tax Collector's Office

P: 203-854-7731 / F: 203-854-7770

125 East Avenue Room 105
Norwalk, Connecticut 06851
www.norwalkct.org

To: Mayor Harry Rilling; Board of Estimate and Taxation; Finance & Claims Committee
From: Lisa Biagiarelli, Tax Collector
Date: February 8, 2023
Re: **Narrative for January 2023 Tax Collector's Report**

As of the end of January 2023, having concluded the first seven months of the fiscal year, we had collected nearly \$330 million against our \$365 million adjusted levy, or **90.28%**. We also collected **92.94%** of our sewer use levy, more than \$16 million, and **83.11%** of the Industrial Pretreatment Program (IPP) fee billing on behalf of the WPCA. Compared with the prior fiscal year (January 2022) we are behind relative to taxes (-1.77%), ahead relative to sewer use (1.56%); and behind relative to the IPP fee (-4.31%). Please note that the current adjusted collectible tax levy **does** now reflect the addition of the 2021 grand list motor vehicle supplemental levy, which was added during the month of January 2023.

Since February 1 was the last day to pay without interest, and we did experience robust activity through the end of the first week of February, this January month end report does not truly reflect the entire collection period. We will more accurately assess where we stand in terms of our collection goals *after* we close the month of February, 2023. Even then, we might falter a bit, due to the extended due date of the motor vehicle supplemental billing, payable by April 1, 2023 and discussed subsequently herein.

With regard to prior years' collections: court stipulated tax credits and other adjustments beyond our control continue to erode our prior years' collections. From July 2022 through the month of January 2023, we show a net collection of only \$150,831 in principal; more than \$3 million in tax credits granted in adjudicated property tax appeal cases has all but wiped out all of our year to date collection of revenue from prior years.

In 2022, the Common Council approved the use of a third party collection agency to bill past due motor vehicle taxes for which we had no valid address. In November 2022, this agency sent its first mailing to approximately 7,800 taxpayers on our behalf. In December 2022, we took in nearly \$200,000 on these accounts. In January 2023, we took in another \$140,000. Again, most of this revenue coming in has been offset by credits previously processed.

Tax bills for approximately \$4.4 million in supplemental motor vehicle taxes are at the printer now. We expect them to be mailed before the end of February. To clarify, these supplemental vehicle bills are for newly registered vehicles that are added to the tax rolls subsequent to the "grand list" date of October 1, 2021 - first time registration, not registration renewed. Under normal circumstances, these bills would have been due January 1, payable by February 1, the same as second installment bills; however, for various reasons, the assessor's division was not able to provide billing data to us according to the usual timeline. The Board of Estimate and Taxation, the Finance & Claims Committee, and the full Common Council all approved a two month extended due date and payment period under CGS 12-142 to accommodate the delayed mailing of these bills. They are due March 1, 2023, payable without interest by April 1, 2023. This extension affects *only* the 2021 grand list supplemental motor vehicle bills. Second installment payments were still payable by February 1, 2023, and subject to interest as of February 2, 2023.

In early October 2022, all city departments using Munis ERP software were required to implement a major software upgrade. This upgrade did not go well and several divisions are still attempting to deal with its unforeseen effects. This upgrade is different from our assessment and tax collection software **conversion** that is happening in March and April 2023. The *conversion* will move the Norwalk assessment and tax collection administration modules off Munis entirely and onto Quality Data Services (QDS) software.

The conversion has been going well and we anticipate the final cutover will occur on March 1, 2023. I plan to get delinquent notices in the mail by the end of February 2023. In spite of our second installment tax bills having been mailed later than usual in December 2022, and our supplemental motor vehicle bills being issued late, the collection went well, as evidenced by our collection rates, which did not suffer significant impact from either event. We plan to file lien continuing certificates after the software conversion. Liens are normally filed by the second week of March, but this year, they may be filed slightly later, due to the software conversion.

Our division remains short staffed due to two vacancies out of our eight person staff. We are anxious to fill those vacancies but have not been able to move forward as quickly as we had hoped due to these other issues. Aside from the collection agency initiative, most of our delinquent enforcement activities also have been on hold in recent weeks, as staff have been occupied with most notably the software conversion to QDS.

Last month, with the Administration's input and approval I was interviewed by Matthew Ford of the Connecticut Conference of Municipalities' (CCM) for their "Municipal Voice" podcast on the subject of Norwalk's use of tax sale as a delinquent tax collection enforcement method. In November 2022, the Norwalk Tax Collector's Office won a Municipal Excellence Award at the CCM convention in recognition of our tax sale initiatives. The podcast can be viewed on YouTube here: <https://youtu.be/SbbZSnMX FE>

I am prepared to respond to questions, and will continue to keep all stakeholders informed of our progress.

**TAX COLLECTOR'S REPORT
JANUARY 2023**

FISCAL YEAR 2022-2023 (2021 GRAND LIST)	ORIGINAL LEVY	ADJ. TAX COLLECTIONS JUN 22 - JAN 23	COLLECTION %	CORRECTED LEVY*	CHANGE IN LEVY	COLLECTION %
AUTOMOBILE-REGULAR	\$27,605,498.25	\$24,333,246.99	88.15%	\$27,188,673.98	(\$416,824.27)	89.50%
AUTOMOBILE-SUPPLEMENTAL	\$0.00	\$90,621.82	#DIV/0!	\$4,499,990.18	\$4,499,990.18	2.01%
PERSONAL PROPERTY	\$26,217,238.98	\$16,186,419.59	61.74%	\$21,813,291.13	(\$4,403,947.85)	74.20%
REAL ESTATE	\$315,360,461.09	\$289,323,126.61	91.74%	\$311,949,271.81	(\$3,411,189.28)	92.75%
TOTAL TAX	\$369,183,198.32	\$329,933,415.01	89.37%	\$365,451,227.10	(\$3,731,971.22)	90.28%
SEWER USE	\$17,981,973.00	\$16,364,722.15	91.01%	\$17,608,514.27	(\$373,458.73)	92.94%
IPP FEE	\$190,750.00	\$160,411.19	84.09%	\$193,000.00	\$2,250.00	83.11%

FISCAL YEAR 2021-2022 (2020 GRAND LIST)	ORIGINAL LEVY	JUN 21 - JAN 22				
AUTOMOBILE-REGULAR	\$21,672,160.18	\$19,601,663.28	90.45%	\$21,346,914.77	(\$325,245.41)	91.82%
AUTOMOBILE-SUPPLEMENTAL	\$4,219,965.63	\$2,516,052.56	59.62%	\$4,214,770.28	(\$5,195.35)	59.70%
PERSONAL PROPERTY	\$22,966,731.64	\$15,737,520.61	68.52%	\$23,004,753.98	\$38,022.34	68.41%
REAL ESTATE	\$308,716,745.40	\$287,144,371.92	93.01%	\$304,512,088.89	(\$4,204,656.51)	94.30%
TOTAL TAX	\$357,575,602.85	\$324,999,608.37	90.89%	\$353,078,527.92	(\$4,497,074.93)	92.05%
SEWER USE	\$16,488,685.00	\$14,945,041.36	90.64%	\$16,356,222.98	(\$132,462.02)	91.37%
IPP FEE	\$187,000.00	\$166,111.86	88.83%	\$190,000.00	\$3,000.00	87.43%

TAX DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$11,607,595.47	\$4,933,806.64	-1.52%	\$12,372,699.18	\$765,103.71	-1.77%
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SEWER DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$1,493,288.00	\$1,419,680.79	0.37%	\$1,252,291.29	(\$240,996.71)	1.56%
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IPP DIFFERENCE 2021 G.L. vs. 2020 G.L. INCREASE/(DECREASE)	\$3,750.00	(\$5,700.67)	-4.73%	\$3,000.00	(\$750.00)	-4.31%
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BACK TAXES COLLECTED	FISCAL YR 2022-2023 (JUL 22 - JAN 23)	FISCAL YR 2019-2020 (JUL 21 - JAN 22)	CUR YR vs. PRIOR YR INC/(DEC)
PRIOR TAXES	(\$1,265,953.64)	\$1,474,550.58	(\$2,740,504.22)
PRIOR SEWER USE FEE	\$108,137.62	\$212,265.20	(\$104,127.58)
PRIOR IPP FEE	\$2,950.82	\$12,291.12	(\$9,340.30)
TOTAL PRIOR TAX, SEWER & IPP	(\$1,154,865.20)	\$1,699,106.90	(\$2,853,972.10)
CURRENT INTEREST	\$498,172.60	\$463,953.21	\$34,219.39
PRIOR INTEREST	\$655,585.91	\$954,082.60	(\$298,496.69)
SEWER USE FEE INTEREST	\$53,324.69	\$77,987.46	(\$24,662.77)
IPP FEE INTEREST	\$2,751.39	\$5,671.54	(\$2,920.15)
TOTAL INTEREST COLLECTED	\$1,209,834.59	\$1,501,694.81	(\$291,860.22)
PRIOR LIEN FEE	\$7,471.51	\$11,082.73	(\$3,611.22)
CURRENT LIEN FEE	\$0.00	\$0.00	\$0.00
TOTAL LIEN FEE COLLECTED	\$7,471.51	\$11,082.73	(\$3,611.22)
MISC FEES COLLECTED**	\$88,390.26	\$264,608.71	(\$176,218.45)
TOTAL PRIOR TAX, ALL INTEREST & ALL FEES	\$150,831.16	\$3,476,493.15	(\$3,325,661.99)

* CORRECTED LEVY INCLUDING CERTIFICATES OF CORRECTION & SUSPENSE TRANSFERS

** PRIOR & CURRENT FISCAL YEAR INCLUDES TAX SALE AND TITLE SEARCH FEES PROCESSED THRU MUNIS



CITY OF NORWALK
Henry M. Dachowitz
Chief Financial Officer
hdachowitz@norwalkct.org

Mobile: 516-728-4991
Office: 203-854-7870

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

MEMORANDUM

Date: January 9, 2023

To: Harry W. Rilling, Mayor
Members of the Board of Estimate & Taxation
Members of the Planning Commission
Members of the Common Council

From: Tom Ellis, Director of Management & Budgets 

Re: Special Capital Appropriation Request from Norwalk Public Schools for Silvermine School Parking Lot Improvements

Attached is a request from the Norwalk Public Schools for a special capital appropriation in the amount of \$425,000 to improve the parking lot at Silvermine School.

The lowest responsible bid came in at \$1,744,000 from B&W Paving & Landscaping LLC. As part of the 2020-2021 and 2021-2022 capital budget approvals, a total amount of \$1,580,000 remains of which approximately \$58,000 has been encumbered for design services. This leaves \$1,522,000 for construction.

In order to proceed with the award of the bids and provide sufficient funds for project contingencies, a Special Capital Appropriation in the amount of \$425,000 is required. \$222,000 will be used to meet the bid of \$1,744,000 (\$1,522,000 remaining funds + \$222,000) and \$203,000 will be set aside for project contingencies. NPS will transfer unexpended funds from the authorized and completed projects below:



CITY OF NORWALK
Harry W. Rilling
Mayor
hrilling@norwalkct.org
norwalkct.org
P: 203-854-7701 / F: 203-854-7939
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

MEMORANDUM

January 9, 2023

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

From: Harry Rilling, Mayor *HR*

Re: Special Capital Appropriation Request from Norwalk Public Schools for
Silvermine School Parking Lot Improvements

Attached is a request from Norwalk Public Schools for a special capital appropriation in the amount of \$425,000 to improve the parking lot at Silvermine School.

The low bid came in at \$1,744,000 from B&W Paving & Landscaping LLC. As part of the 2020-2021 and 2021-2022 capital budget approvals, a total amount of \$1,580,000 remains of which approximately \$58,000 has been encumbered for design services. This leaves \$1,522,000 for construction.

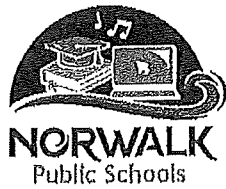
In order to proceed with the award of the bids and provide sufficient funds for project contingencies, a Special Capital Appropriation in the amount of \$425,000 is required. Of that, \$222,000 will be used to meet the bid of \$1,744,000 and \$203,000 will be set aside for project contingencies. NPS will transfer unexpended funds from the completed projects below:

Special Capital Appropriation for the Silvermine Elementary School parking

Org	Object	Project	Description	2023 Available
09155010	5777	C0538	COMMON CORE STANDARDS	13,593
09165010	5777	C0516	DISTRICT PAVING & CONCRETE	20,565.00
09175010	5777	C0595	ASBESTOS ABATEMENT PROGRAM	11,700.00
09185010	5777	C0609	CURRICULUM MATERIALS & TEXTBOO	1,100.00
09195010	5777	C0609	CURRICULUM MATERIALS & TEXTBK	3,396.00
09195010	5777	C0610	FACILITIES MASTER PLAN	45,000.00
09205010	5777	C0621	ENERGY CONSERVATION PROGRAM	110,000.00
09205010	5777	C0656	KENDALL MEDIA CENTER	69,480.00
09205010	5777	C0516	DISTRICT PAVING & CONCRETE	150,166.00
				425,000.00

ACTION REQUESTED:

1. REQUESTING a Special Capital Appropriation in the amount of \$425,000 to increase the appropriation to fund 092155010-5775-C0790 (Silvermine Driveway Improvements) This capital appropriation shall be funded through \$425,000 of authorized but unissued general obligation bonds or notes of the City. The \$425,000 of bonds or notes of the City shall be issued in accordance with the provisions and terms set forth in the original bond resolutions that authorized the issuance of the bonds or notes of the City for Project #09233110-5777-C0829.
2. Request that the City close out the above projects.



NORWALK PUBLIC SCHOOLS

125 East Avenue • PO Box 6001

Norwalk, CT 06852-6001

Office: (203) 854-4063

Email: asmanil@norwalkps.org

Lunda Asmani, CPFO

Chief Financial Officer

MEMORANDUM

DATE: January 4, 2023

TO: Mayor Harry Rilling

FROM: Lunda Asmani, Chief Financial Officer

RE: Special Capital Appropriation Request – Silvermine School Parking Lot Improvements

The Silvermine Elementary School serves nearly 500 students from the across the school district with increasing enrollment every year. The school is situated on Perry Avenue at the intersection of Yew St. The School has a circle in the front, which serves as both the Bus Loop and combined entrance. The only parking lot is located on the lower level of the school and only has one accessible driveway.

At drop off and pickup times, this circle is occupied with school buses queuing to pick up students. In order to access the only driveway to the lower level parking lot, all vehicles must go around large school buses, encounter a busy crosswalk and travel down a driveway to the lower level lot, then return to the busy circle at the top via the same roadway where children are being dropped off by parents.

In many instances, this creates dangerous situations for students, staff, parents, and all involved especially at the main crosswalk and when passing school buses.

In February of 2020, the Norwalk Public Schools issued a request for proposal for designers to remedy this situation. M & J Engineering was awarded this contract. Over the past two years, the site has been analyzed and a new design has been reached to fix the drop off and pickup situation. These plans have been reviewed by all local departments and are now ready for construction.

In December 2022, the Norwalk Public Schools and City Purchasing Department issued a bid for construction companies to provide pricing for the driveway improvement project. Proposals

were due on December 20, 2022. The City Purchasing Department received two bids for the project. After a scope review with the Design Team and Norwalk Public Schools Facilities Department, it was determined that B&W Paving & Landscaping LLC. was the lowest responsible bidder at \$1,744,000. As part of the 2020-2021 and 2021-2022 capital budget approvals, a total amount of \$1,580,000 of which approximately \$58,000 has been encumbered for design services, leaving approximately \$1,522,000 for construction.

In order to proceed with the award of the bids and provide sufficient funds for project contingencies, a Special Capital Appropriation in the amount of \$425,000 is required of which \$203,000 will be set aside for project contingencies. NPS will transfer unexpended funds from the authorized and completed projects below.

Special Capital Appropriation for the Silvermine Elementary School parking				
Org	Object	Project	Description	2023 Available
09155010	5777	C0538	COMMON CORE STANDARDS	13,593
09165010	5777	C0516	DISTRICT PAVING & CONCRETE	20,565.00
09175010	5777	C0595	ASBESTOS ABATEMENT PROGRAM	11,700.00
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09205010	5777	C0656	KENDALL MEDIA CENTER	69,480.00
09205010	5777	C0516	DISTRICT PAVING & CONCRETE	150,166.00
				425,000.00

ACTION REQUESTED:

RESOLUTION:

1. Approve request by the Norwalk Public Schools for a Special Capital Appropriation for the Silvermine Elementary School parking and parents/bus drop-off improvements project, 092155010-5775-C0790, in the amount of \$425,000.00.
2. Request that the City close out the above projects.

Cc: Dr. Alexandra Estrella, Superintendent of Schools
Sandra Faioes, Assistant Superintendent of Business & Operations\ Diana Carpio, Chair, Board of Education

Special Capital Appropriation for the Silvermine Elementary School parking

Org	Object	Project	Description	2023 Available
09155010	5777	C0538	COMMON CORE STANDARDS	13,593
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				425,000.00

ACTION REQUESTED:

1. REQUESTING a Special Capital Appropriation in the amount of \$425,000 to increase the appropriation to fund 092155010-5775-C0790 (Silvermine Driveway Improvements) This capital appropriation shall be funded through \$425,000 of authorized but unissued general obligation bonds or notes of the City. The \$425,000 of bonds or notes of the City shall be issued in accordance with the provisions and terms set forth in the original bond resolutions that authorized the issuance of the bonds or notes of the City for Project #09233110-5777-C0829.
2. Request that the City close out the above projects.
3. Finance recommends approval.

CLOUD SERVICES SCHEDULE

This Cloud Services CAMA Software Schedule (“Schedule”) is made part of the Master Software License and Services Agreement by and between Vision Government Solutions, Inc., a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 (“Vision”) and the City of Norwalk Connecticut (“Customer”) (the “Agreement”). Vision and Customer may be collectively referred to as “Parties” or individually as a “Party.”

WHEREAS, Vision is willing to provide, and Customer desires to utilize Vision’s Cloud Computing Service, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and of the conditions and mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1 Definitions

- 1.1 All capitalized terms used herein shall have the meanings attributed to them within the Agreement unless otherwise noted.
- 1.2 “Cloud Computing Service” shall mean any Service provided by Vision that allows Customer to access their data or software on Vision server(s).
- 1.3 “User” or “CAMA User” shall mean an employee of the Customer that was granted access to Customer’s Vision 8 CAMA Database by the customer.
- 1.4 “Vision Server(s)” shall mean any server that is owned or licensed to Vision and made available to clients by Vision.

2 Hardware, Software, Services and Terms

- 2.1 Vision will provide sufficient space on Vision Server(s) for client’s Vision 8 CAMA Database and Associated Documents.
- 2.2 Vision will install Client’s Vision 8 CAMA database obtained and converted under CAMA Software Statement of Work (SOW) Agreement.
- 2.3 The terms and fees included in this Cloud Services Agreement are in addition to the terms and fees outlined in the SOW agreement, Annual Maintenance Agreement and Web Portal Public Access Agreement.
- 2.4 Vision will install all required server software including SQL.
- 2.5 Vision will set-up and configure 30-day rolling nightly backups of the CAMA Data and appropriate system files.
- 2.6 Customer will remain responsible to maintain their local intranet in good working order.
- 2.7 Customer will remain responsible to provide internet access with sufficient band width to all CAMA users.

3 Term and Automatic Renewal

- 3.1 The term of this Schedule shall commence upon the later of (i) the installation of Vision 8 or (ii) the execution of this Schedule and shall continue for one (1) year (“Initial Term”). Thereafter, the term will continue with automatic renewals for additional successive one (1) year periods, unless written notice of non-renewal is delivered by either Party to the other not less than sixty (60) calendar days prior to the expiration date of the then-current term (“Renewal Term”). Both the Initial Term and any Renewal Term may be referred to collectively as the “Term.”

4 Warranty

- 4.1 The Services Warranty as described within the Agreement shall be the exclusive warranty governing any Services provided within this Schedule.

5 Project Implementation Services

- 5.1 Vision shall provide installation instructions to install the necessary local interfaces to access the Software and Services. Vision shall provide assistance with the installation process as needed.
- 5.2 Customer shall promptly, upon completion of such installation, test the Installed Software using its data and notify Vision of any Defects or deficiencies.
- 5.3 Customer shall commence installation at its convenience once Vision has released to it the instructions for installation.

6 Customer Support

- 6.1 During the Term, upon and subject to the terms and conditions of the Agreement, the CAMA Software Statement of Work (SOW), and this Schedule, Vision will provide to Customer during Business Hours reasonable operational support and assistance as described in the Software Maintenance Agreement.
- 6.2 Vision shall use commercially reasonable efforts to respond to any request for support hereunder within one (1) business day of receiving such request. Vision strives for uptime of 99.9%.

7 Security

- 7.1 The Customer must keep confidential any of its passwords associated with the Software and Services. In addition, Customer must secure the hardware upon which the Software will be accessed using, antivirus software, malware protection software, or similar software protecting against malicious software, computer viruses, hijacking, or other offensive attack. A failure to adhere to the preceding statements will undermine Vision’s efforts for securing the Customer’s data stored on Vision’s servers.
- 7.2 Vision’s hosted solution includes nightly backups, firewalls, IP whitelisting, anti-virus / malware scanning, and user access restrictions and permissions.

8 Customer Restrictions and Responsibilities

- a) Customer is authorized to access and utilize Vision Servers to:
 - (1) Access, view, edit, maintain or otherwise utilize their CAMA data and Associated Documents
- b) Customer will not install or access any software or programs on Vision Servers without prior written approval from Vision.
- c) No 3rd Party access is allowed under this agreement. Customer will get prior written approval for all consultants, agents and other non-employee personnel that are requesting access to Vision Servers. Additional fees may be charged if Vision is required to grant access to any third parties, or if customer violates this provision.
- d) Customer will not utilize Vision Server(s) to access the internet without prior written approval, other than indirect internet access through the CAMA UI.
- e) Customer will ensure that its content will not violate any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of its Content.
- f) We may suspend Customer's right to access or use any portion or all of the Service Offerings immediately upon notice to Customer if Vision determines:
 - (1) Customer use of Vision Service Offerings:
 - (a) Pose a security risk to the Service Offerings or any other customer,
 - (b) Could adversely impact Vision systems, the Service Offerings or Content of any other customer,
 - (c) Could subject Vision, our affiliates, or any other customer to liability, or
 - (d) Could be fraudulent
 - (2) Customer is in breach of this Agreement
 - (3) Customer is in breach of its payment obligations under this agreement

9 Other Exclusions

- 9.1 Notwithstanding anything herein to the contrary, the Services to be provided hereunder shall not be covered by this Schedule, and shall be provided (if at all) on a time and materials basis, if the Software malfunctions due to:
 - a) A modification or alteration of the Software or Service not provided by Vision;
 - b) Use of the Software or Service in a manner for which it was not designed; or
 - c) The failure of Customer to fulfill any obligation under this Schedule or the Agreement.
- 9.2 The procurement of and costs associated with third party software licenses including but not limited to Microsoft Office Suite, ESRI, Marshall and Swift, etc. are excluded from this Schedule.

10 Fees and Payments

10.1 The fee for the Software and Services performed hereunder during the Initial Term shall be as follows (“Initial Fee”):

a) Initial Cloud Hosting Fee of Zero Dollars (\$0) from March 1, 2023 – January 1, 2024.

10.2 The fee for the Software and Services performed hereunder during the Second Term shall be as follows (“Renewal Fee”):

a) Renewal Cloud Hosting Fee of \$10,000 for January 2, 2024- January 1, 2025

10.3 The Initial Fee shall be due and payable in the first year upon the later of execution of this Schedule or thirty (30) days prior to the commencement of the Services hereunder, and must be paid in full prior to the commencement of Services hereunder. For each subsequent year of the Initial Term and any Renewal Term, the applicable fee shall be paid in full at least thirty (30) days prior to the expiration of the current term.

10.4 The Initial Fee shall be fixed as set forth in this Agreement for the Initial Term, but the fee for any Renewal Term (“Renewal Fee”) shall be as determined by Vision, which shall give Customer notice thereof not less than thirty (30) days prior to the expiration of the then-current Renewal Term.

10.5 Any Renewal Fee hereunder shall be due and payable in full not later than two (2) business days prior to the commencement of such Renewal Term.

10.6 Customer agrees to pay for Services provided at Customer’s request that are not covered by, or are expressly excluded from this Schedule within thirty (30) days of receipt of an invoice therefor at Vision’s then-current prices.

10.7 With Customer’s prior approval and if travel is necessary to perform the Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in performing the Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts.

11 Termination; Suspension of Service

11.1 Customer shall have the right to terminate this Schedule upon Sixty (60) days written notice to Vision, provided that no such termination shall result in a refund to Customer of the Initial Fee or any Renewal Fee paid hereunder, nor shall it terminate the obligation to pay any remaining portions of the Total Initial Fee not yet invoiced.

11.2 Vision reserves the right to suspend the performance of Services under this Schedule if the Customer fails to pay the Initial Fee or any Renewal Fee within ninety (90) days of becoming due. During any such suspension, Services shall be restored once any outstanding Initial Fee or Renewal Fee has been paid in-full.

11.3 Any termination of the Agreement shall result in the immediate termination of this Schedule subject to the terms and conditions of the Agreement and this Schedule.

11.4 The termination of this Schedule shall be without prejudice to any rights of either Party against the other, and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination.



By signing below, each party acknowledges that it has read this Schedule and the Agreement to which it is attached, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Schedule. This Schedule may not be modified or altered except by a written instrument duly executed by both parties.

FURTHER, each Party has full power and authority and has been duly authorized to enter into and perform its obligation under this Agreement, including Licensee's authority to enter into an agreement of this scope and duration, all necessary approvals having been obtained. The execution, delivery and performance of this Agreement by each Party shall not violate, create a default under or breach of any charter, bylaws, agreement or other contract, license, permit, indebtedness, certificate, order decree or security instrument to which such Party or any of its principles is a party or subject to.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer:

City of Norwalk
125 East Avenue
Norwalk, CT 06851

Vision:

Vision Government Solutions, Inc.
1 Cabot Road
Hudson, MA 01749

Signature:

Signature:

By:

By:

Title:

Title:

Date:

Date:

CAMA SOFTWARE SUBSCRIPTION AGREEMENT

This **CAMA Software Subscription Agreement** (this “**Agreement**”) is dated January 24, 2023 (the “**Effective Date**”) and is entered into between **VISION GOVERNMENT SOLUTIONS, INC.**, a Massachusetts corporation with its principal place of business at 1 Cabot Road, Hudson, Massachusetts 01749 (“**Vision**”) and the City of Norwalk, Connecticut (“**Customer**”). Vision and Customer may be collectively referred to as “**Parties**” or individually as a “**Party**”. This Agreement establishes the terms applicable to certain products and services to be provided by Vision to Customer set forth in Exhibit A (the “**Order**”). The Order is incorporated into and made a part of this Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Order, the terms of this Agreement shall control unless the conflicting term of the Order expressly states otherwise.

Vision and Customer agree as follows:

1. DEFINITIONS.

1.1 “Authorized Users” means Customer’s employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased hereunder.

1.2 “Confidential Information” means the terms and conditions of this Agreement and all information related to a Party’s business, financial affairs, or operations, including but not limited to information related to business plans, technology, source code, product or service development plans, pricing, techniques, and methods, which is either marked or identified as confidential or which the receiving Party knew or reasonably should have known, under the circumstances, was confidential.

1.3 “Customer Data” means information, data, and other content, in any form or medium, that is provided or made available by Customer to Vision in connection with Customer’s receipt of Software Services. Customer Data does not include Usage Data.

1.4 “Defect” shall mean reproducible errors in the Software Services which prevent the Software Services from performing in all material respects in accordance with the Documentation, when operated in the proper environment and used in accordance with all applicable instructions.

1.5 “Documentation” means the user manuals, handbooks, and guides relating to the Services published by Vision and provided to Customer in connection with the Services.

1.6 “Professional Services” means those configuration, customization, analysis, consulting, professional and other services to be provided by Vision to Customer pursuant to an Order, but specifically excluding the Software Services.

1.7 “Services” means, collectively, the Professional Services and/or Software Services described in an Order.

1.8 “Software” means Vision’s proprietary software product identified in the Order.

1.9 “Software Services” means the access provided by Vision to Customer to the Software as described in the Order.

1.10 “Usage Data” means non-personally identifiable information, data, and other content anonymized, aggregated, collected, compiled, synthesized, or modified and collected by Vision in the course of providing the Services. Usage Data does not include Customer Data, except in aggregate or non-personally identifiable form.

1.11 “Vision Cloud Server(s)” shall mean any server that is owned or licensed to Vision and made available by Vision in connection with the Software Services.

2. SOFTWARE SERVICES GENERALLY.

2.1 Access to Software Services. Vision has created several options for accessing the Software Services and managing Customer Data. Customer may choose to access the Software Services remotely using Vision's local software, which Vision makes available to Customer for the purposes of this Agreement (including any applicable third-party software, hardware, and systems, including any updates and enhancements to the foregoing, the "**Installed Software**"). Customers who license the Installed Software have the option of utilizing the Installed Software in conjunction with Vision's Cloud Server (the "**Hosted Solution**") or by storing the Customer Data on their own servers (the "**Non-Hosted Solution**").

2.2 Additional Terms. The Software Services purchased by Customer shall be set forth in the Order. The Order may set forth additional terms and conditions applicable to Customer's relevant Software Services. If Customer chooses to use the Vision Cloud Servers, Customer shall be subject to additional terms and conditions as set forth in the Order.

2.3 Scope of License. Subject to the terms and conditions of this Agreement and the Order, including but not limited to the payment of all Fees, Vision grants to Customer a limited, revocable, non-transferable (except in accordance with Section 13.2), non-sublicensable, and non-exclusive license to access and use the Software Services solely during the Subscription Period (defined below). The Software Services are licensed, and not sold, and shall be used by Customer solely for the purpose of accessing, viewing, editing, maintaining, or otherwise utilizing the Customer Data (the "**Purpose**"). To the extent that Customer purchases a license to the Installed Software, the license granted under this Section 2.2 includes the limited right during the Subscription Period to (i) install and use the Installed Software in executable code form on Customer's servers and workstations, only for the Purpose; (ii) make one (1) copy of the Installed Software solely for backup or archival purposes; and (iii) copy and reproduce the Documentation provided to Customer solely for the purposes of facilitating Customer's use of the Installed Software. All rights not expressly granted to Customer are reserved by Vision and its licensors. There are no implied rights hereunder.

2.4 Implementation of the Software Services. During the Implementation Period, as defined in Section 6.1(a), Vision shall provide Customer with installation and implementation services for the Software Services and, if applicable, the Vision Cloud Server, including any necessary server software ("**Implementation Services**"). Customer shall provide Vision with reasonable assistance and cooperation regarding the Vision's provision of the Implementation Services. Customer shall promptly, upon completion of the installation of the Software Services, test the Software Services using its data and notify Vision of any errors or Defects in the Software Services.

2.5 Updates to Software Services. At no additional cost to Customer, Vision may create and implement, as part of a release generally available to all of its customers, software updates for the Software Services. Vision will use its best efforts to provide the Software Services in accordance with the then-current Service Level Agreement.

2.6 Service Level Agreement; Support. Vision will provide Customer with its standard support and consultation concerning the Software Services ("**Maintenance Services**") during the Term. Vision may charge Customer on a time and material basis for problem resolution services that exceed Vision's standard Maintenance Services, such as but not limited to: (i) when a problem has been created due to Customer error and/or neglect; (ii) when such problem is associated with third-party or pre-requisite software; (iii) when such problem is associated with client hardware or network issues; or (iv) support during a system installation, upgrade or conversion.

3. CUSTOMER OBLIGATIONS.

3.1 Minimum Hardware Requirements. Customer shall install and maintain, at its expense, hardware (including without limitation a central processing unit, local area network or network server) and communication equipment (including, without limitation, modem and remote access) that is compatible with the applicable Software Services and that meets Vision's minimum hardware configuration requirements ("**Designated Hardware**"). With respect to the Installed Software, Customer shall ensure that the environment, space, and access to and availability of power comply, at all times, with Vision's minimum space and suitability requirements.

3.2 Access and Storage. Customer shall ensure that Vision has full, free and safe access to the Installed Software and Customer's facilities and equipment for purposes of fulfilling its obligations hereunder. To the extent

that Vision requires access to Customer's premises in order to perform the Services, Customer shall provide (a) (i) media, (ii) supplies, (iii) data, the use of hardware and/or other equipment, (iv) other software, communications facilities, and (v) other materials (other than tools) required to maintain and/or test the Installed Software; (b) reasonable secure storage for such Customer-provided materials; and (c) reasonable secure storage for such equipment and tools as Vision elects to store at Customer's premises.

(a) Usage and Backup of Customer Data. The content of the Customer Data, including the accuracy thereof, shall be the sole responsibility of Customer. Except where the Order provides that Customer shall use the Hosted Solution, Customer shall back-up all files each day according to industry accepted standards. Notwithstanding the foregoing, Vision shall not be responsible for, or liable with respect to, any loss of or damage to Customer Data from failure of Customer to back-up its files or otherwise. Customer shall bear sole responsibility to correct problems or Defects in compatibility between the Software Services and Customer's hardware resulting from modifications of the Software Services, Designated Hardware, and such software by any third party.

4. PROFESSIONAL SERVICES. Vision will perform the Professional Services agreed to in, and in accordance with, the Order and the terms therein. Any purchased but unused Professional Services are forfeited upon the expiration of the Term.

5. CUSTOMER DATA; USAGE DATA. Customer hereby grants to Vision a non-exclusive, non-transferable right and license to use the Customer Data during the Term solely for the limited purpose of performing Vision's obligations hereunder for the benefit of Customer. Vision shall have no liability under this Agreement for any loss, delay, or failure to perform resulting from Customer's failure to provide the necessary Customer Data. Subject to the rights granted in this Agreement, Customer retains all right, title and interest in and to the Customer Data, and Vision acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement. Customer acknowledges that Vision may use the Usage Data during and after the Term in order to improve, modify, promote, and validate the Services, and otherwise for its own lawful business purposes; provided that such Usage Data does not in any way identify Customer or any individual whose personal information Customer has made accessible to Vision pursuant to this Agreement.

6. TERM; TERMINATION.

6.1 Term. The term of this Agreement (the "**Term**") shall begin on the Effective Date and shall continue until the expiration of the Subscription Period (as defined below) or until the termination of the Agreement in accordance with this Section 8. The Term shall include the following phases:

(a) Implementation Period: The initial phase of this Agreement (the "**Implementation Period**") shall begin on the Effective Date and shall expire on the date on which Vision completes the installation and implementation of the Software Services.

(b) Subscription Period: The second phase of this Agreement includes an Initial Subscription Term and any Renewal Terms, which are collectively referred to herein as the "**Subscription Period.**" The first term of the Subscription Period (the "**Initial Subscription Term**") shall begin immediately upon the expiration of the Implementation Period and shall continue for the duration specified in the Order. Upon the expiration of the Initial Subscription Term, this Agreement shall automatically renew for successive one-year periods (each a "**Renewal Term**") at Vision's then-current rates unless either Party gives the other Party written notice of cancellation at least ninety (90) days prior to the end of the Initial Subscription Term or Renewal Term in effect at the time of cancellation.

The following diagram is for illustrative purposes only.

Term	(a) Implementation Period	
	(b) Subscription Period	(i) Initial Subscription Term
		(ii) Renewal Term(s)

6.2 Termination. Either Party may terminate this Agreement if the other Party breaches any material provision of this Agreement and does not cure such breach within sixty (60) business days after receiving written notice thereof. The date on which this Agreement terminates is the “**Termination Date.**”

6.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, (a) any amounts owed to Vision under this Agreement before such termination or expiration will be immediately due and payable; (b) all rights, including license rights, granted by Vision to Customer in this Agreement will immediately cease to exist; (c) Customer must discontinue all use of the Software Services; and (d) Customer must erase all copies of the Installed Software from Customer’s computers or systems, and return to Vision or destroy all copies of the Installed Software. Following the Termination Date, Customer’s license(s) under this Agreement shall expire and Customer shall not be permitted to access the Software Services thereafter. Within thirty (30) days following the Termination Date, each Party shall satisfy its obligations regarding Confidential Information within its possession or control in accordance with Section 8. At Vision’s request, Customer shall certify in writing that it has erased all copies of the Installed Software from Customer’s systems.

6.4 Survival. The termination of this Agreement shall be without prejudice to any rights of either Party against the other, and such termination shall not relieve either Party of any of its obligations to the other existing at the time of termination including the Customer’s obligation to pay any fees due. Upon termination of the Terms, any provision, which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Section 2, Section 3, and Sections 5 through 13.

7. FEES AND PAYMENT.

7.1 Fees. Customer will pay to Vision the fees set forth in the Order (“**Fees**”) for the Software Services and, if applicable, the Professional Services. Vision may increase the Fees following the Initial Subscription Term by providing Customer with at least sixty (60) days’ prior written notice.

7.2 Payment Terms. The amounts and payment schedule for the Fees shall be set forth in the Order. Customer shall pay all Fees within thirty (30) days of Customer’s receipt of the applicable invoice from Vision. All payments must be made in U.S. dollars. Outstanding balances shall accrue interest at a rate equal to the lesser of one-and-one-half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Vision’s reasonable costs of collection. All Fees due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties, and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Vision’s net income.

7.3 Suspension. Vision reserves the right (in addition to any other rights or remedies Vision may have) to discontinue the Services and suspend all Authorized Users’ access to the Software Services if any Fees are more than thirty (30) days overdue until such amounts are paid in full.

7.4 Reimbursement; Expenses. With Customer’s prior approval and if travel is necessary to perform the Services herein described, Customer shall pay to Vision, within thirty (30) days of receipt of an invoice, all reasonable out-of-pocket expenses incurred by Vision in providing the Services for Customer under this Agreement, including but not limited to expenses for travel, meals, lodging and parts.

8. CONFIDENTIALITY.

8.1 Protection. The Party receiving Confidential Information (“**Receiving Party**”) from the other Party (“**Disclosing Party**”) will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.2 Exceptions. The Receiving Party's obligations under Section 8.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.3 Return of Information. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the Disclosing Party; provided that Receiving Party shall not be required to destroy electronic records or files that have been created pursuant to Receiving Party's automatic archiving and back-up procedures and the removal of which is not technically practical.

8.4 Injunctive Relief. Each Party acknowledges that a breach or threatened breach of this Section 8 would cause irreparable harm to the non-breaching Party, the extent of which would be difficult to ascertain. Accordingly, each Party agrees that, in addition to any other remedies to which a Party may be legally entitled, the non-breaching Party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 8 by the other Party or any of its employees or agents.

9. PROPRIETARY RIGHTS; RESTRICTIONS ON USE.

9.1 Property of Vision. The Software Services (including any updates or enhancements thereto), the look and feel and layout of any deliverables generated in connection with the Software Services, and all worldwide intellectual property rights therein, are the exclusive property of Vision and its licensors. All rights in and to the Software Services not expressly granted to Customer in this Agreement are reserved by Vision. Subject to Customer's ownership of Customer Data, Vision shall retain all right, title, and interest in and to any intellectual property rights developed by, or on behalf of, Vision in the course of performing its obligations under this Agreement. Except as expressly permitted in this Agreement or as otherwise authorized by Vision in writing, Customer will not, and will not permit any Authorized User to (a) modify, adapt, alter, translate, or create derivative works from the Software Services; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Software Services to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software Services; (d) interfere in any manner with the operation of the Software Services; (e) remove, alter, or obscure any proprietary notices (including copyright notices) of Vision or its licensors displayed in connection with the Software Services; or (f) otherwise use the Software Services except as expressly allowed under this Agreement.

9.2 Access and Users. Customer shall be responsible for the acts and omissions of each Authorized User. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software Services, and notify Vision promptly of any such unauthorized use. Customer is responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords and is solely responsible for all activities that occur under these usernames. Customer agrees (a) not to allow an unauthorized third party to use its account, usernames, or passwords at any time; and (b) to notify Vision promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement by Customer or any Authorized User. Vision reserves the right to terminate any username and password which Vision reasonably determines may have been used in violation of this Agreement, or by an unauthorized third party, or by any Authorized User or individual other than the Authorized User to whom such username and password was originally assigned. Customer shall not permit any

third party to access the Software Services without prior written approval from Vision. Third parties include all consultants, agents, and other non-employee personnel.

9.3 Violations. Customer may be subject to additional fees, suspension, or termination of this Agreement if Customer violates Section 9 of this Agreement.

10. WARRANTY; DISCLAIMER.

10.1 Performance Warranty.

(a) Vision warrants that during the Term, the Software Services will perform substantially in accordance with its Documentation. Notwithstanding the forgoing, Customer acknowledges and agrees that the ability to use the Software Services may be affected by minimum system requirements or other factors beyond the control of Vision, and Vision shall not be liable if Customer is unable to use the Software Services due to such issues.

(b) Vision also warrants that (i) it will provide all Services in a professional and workmanlike manner in accordance with this Agreement; (ii) it shall comply with all applicable laws and regulations in its provision of the Services provided herein; (iii) it is duly organized and is validly existing and in good standing under the laws of a state of the United States; and (iv) it knows of no reason why it cannot provide the Services provided for herein.

(c) For any breach of this warranty, Vision will, at its own expense and as its sole obligation and Customer's sole remedy, use commercially reasonable efforts to correct any reproducible error in the Software Services reported to Vision by Customer in writing during the Term.

10.2 Third-Party Products. The Installed Software is intended to operate in conjunction with certain third-party products ("**Third-Party Products**"). Customer understands and agrees that Vision makes no representation, warranty, or claim related in any way to any Third-Party Products. Customer further understands and agrees that any updates, upgrades, or other modifications to Third-Party Products, whether by Customer or any other party, may cause disruption in the functionality of the Installed Software and Customer's use thereof, and Vision is not responsible for any such disruption.

10.3 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1, VISION DISCLAIMS, AND CUSTOMER WAIVES, ALL OTHER WARRANTIES RELATED TO THE SOFTWARE SERVICES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE SERVICES ARE PROVIDED SOLELY ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SOFTWARE SERVICES IS AT ITS SOLE RISK. VISION DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

10.4 Customer Warranty. Customer represents and warrants that: (a) it has the authority to enter into this Agreement; (b) it has the right to use and provide the Customer Data for the purposes contemplated by this Agreement; and (c) it shall not use the Software Services for any purpose or in any manner that violates applicable law.

11. LIMITATION OF LIABILITY. EXCEPT FOR A BREACH OF SECTION 9 OR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VISION'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO VISION HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE REPRESENTATIONS AND WARRANTIES MADE IN THIS AGREEMENT EXTEND

ONLY TO CUSTOMER AND ITS PERMITTED SUCCESSORS AND ASSIGNS. ANY ACTION AGAINST VISION NOT BROUGHT WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES OR ARISES SHALL BE DEEMED BARRED.

12. INDEMNIFICATION.

12.1 By Vision. Vision will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Software Services infringe any U.S. patents or any copyrights or misappropriates any trade secrets of a third party, and Vision will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer (a) notifying Vision promptly in writing of such action; (b) giving Vision sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Vision's request and expense, assisting in such defense. If the Software Services becomes, or in Vision's opinion is likely to become, the subject of an infringement claim, Vision may, at its option and expense, either (i) procure for Customer the right to continue using the Software Services, (ii) replace or modify the Software Services so that it becomes non-infringing, or (iii) terminate this Agreement upon written notice to Customer and refund to Customer Fees the paid for the Software Services for the period following the effective date of such termination. Notwithstanding the foregoing, Vision will have no obligation under this Section 12 or otherwise with respect to any infringement claim based upon (A) any use of the Software Services not in accordance with this Agreement or the specifications published by Vision, (B) any use of the Software Services in combination with other products, equipment or software not provided or recommended by Vision, (C) any Customer Data, or (D) any modification of the Software Services by any person other than Vision or its authorized agents or subcontractors. THIS SECTION 12 STATES VISION'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

12.2 By Customer. Customer shall, to the fullest extent permitted by applicable law, defend, indemnify, and hold Vision harmless from and against any claim, action, or demand suffered by Vision arising in connection with (a) the Customer Data; (b) the modification or misuse of the Software Services by Customer or any Authorized User; or (c) any claim relating to the accuracy of the valuation methodology or output from the Software Services.

13. GENERAL.

13.1 Non-Exclusive. This Agreement shall not be construed to limit or prohibit Vision in any manner or fashion in providing products and/or services of any type or nature, including those identical to the Services, to any other customer in its sole discretion.

13.2 Assignment. Neither Party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the license rights granted to Customer to access the Software Services) to any third party without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, without the other Party's consent, assign its rights and obligations under this Agreement to a parent, affiliate, or subsidiary, or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets to which this Agreement relates. Any attempted assignment of this Agreement not in accordance with this subsection shall be null and void.

13.3 Publicity. Customer agrees that Vision may use its name and logos in Vision's promotional materials and client lists.

13.4 Relationship of Parties. The relationship of the Parties established under this Agreement is that of independent contractors and neither Party is a partner, employee, agent, or joint venture partner of or with the other, and neither Party has the right or authority to assume or create any obligation on behalf of the other Party.

13.5 Force Majeure. Except for any payment obligations, neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such Party.

13.6 Notices. All notices, consents, and approvals under this Agreement may be delivered by Vision to Customer to the addresses (including email) provided in the Order. All notices, consents, and approvals under this Agreement must be delivered by Customer to Vision to accounting@vgsi.com. Either Party may change its email address for notice by giving notice of the new email address to the other Party.

13.7 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of Massachusetts, without reference to its choice of laws rules.

13.8 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.9 Severability. If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

13.10 Entire Agreement. This Agreement and the Order constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral regarding such subject matter. No terms and conditions proposed by either Party that are not included in the Agreement shall be binding on the other Party unless accepted in writing by both Parties, and each Party hereby objects to and rejects all terms and conditions not so accepted. To the extent of any conflict between the provisions of this Agreement and the provisions of any Order, the provisions of the Order shall govern, provided that the Order specifies the applicable provisions in this Agreement that it intends to modify. The exchange of a fully-executed Order by electronic signature will be sufficient to bind the Parties to the Agreement and such Order. No amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

[REST OF PAGE LEFT INTENTIONALLY BLANK.

SIGNATURE BLOCK ON FOLLOWING PAGE.]

By signing below, each Party acknowledges that it has read this Agreement and the Orders attached hereto, understands them, and agrees to be bound by their terms and further agrees that they are the complete and exclusive statement of the agreement between the Parties, which supersedes and merges all prior proposals, understandings, and all other agreements, oral or written, between the Parties relating to the subject matter of this Agreement. This Schedule may not be modified or altered except by a written instrument duly executed by both Parties.

In witness whereof, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer:

City of Norwalk, Connecticut
125 East Avenue
Norwalk, CT 06851

Signature:

By:

Title:

Date:

Vision:

Vision Government Solutions, Inc.
1 Cabot Road
Hudson, MA 01749

Signature:

By:

Title:

Date:

Exhibit A CAMA Order

Customer Information	
Name	City of Norwalk, Connecticut
Address	125 East Avenue, Norwalk, CT
Software Subscription Detail	
Description of Licensed Software	Vision 8 CAMA Software
Applicable Model	☒ Installed Software without Hosted Solution ☐ Installed Software with Hosted Solution
Scope of Services	☒ Subscription to Software Services Annual CAMA Subscription Fee: \$11,653/ year for the period of 7/1/2022 through 6/30/2023 \$12,998 for the period of 7/1/2023 to 6/30/2024 An additional annual fee will be charged for the annual web hosting services used by the City: \$5,209 for the period of 7/1/2022 to 6/30/2023 \$5,834 for the period of 7/1/2023 to 6/30/2024
Payment Schedule	Annual Fees Due Date: 07/01/2022
Subscription Period Length	2 Years
Renewal Term Length (optional)	1 Year
Other Terms	

1. Software Terms

- 1.1 The Customer must keep confidential any of its passwords associated with the Software Services. In addition, Customer must secure the hardware upon which the Software will be accessed using, antivirus software, malware protection software, or similar software protecting against malicious software, computer viruses, hijacking, or other offensive attack. A failure to adhere to the preceding statements will undermine Vision's efforts for securing the Customer's data stored on Vision's servers.
- 1.2 Vision is not providing any third-party licenses, and therefore this Agreement does not include any license fees for third party products, including but not limited to MS SQL License, Microsoft Windows License, ESRI's ArcGIS, Marshall & Swift Cost Calculators, or database software.
- 1.3 The Software is commercial-off-the-shelf (COTS) and may be configured, not customized, to address Customer requirements.

2. Installed Software Subscription Terms

- 2.1 During the Subscription Term, upon and subject to the terms and conditions of the Agreement and this Order, Vision will provide to Customer reasonable operational support and assistance as described below in connection with the use of the Software: (a) corrections to the Installed Software and Documentation of Defects reported by Customer to Vision, which Defects are caused by errors in the then-current release of the Installed Software, provided that such Defects are reported to Vision no later than two (2) business days after the Defect first occurs or arises; (b) telephone or email support with respect to the Services delineated in this Order; and Vision's obligation to provide a response pursuant to this paragraph is void if the Customer does not allow reasonable access to the Installed Software for diagnostics and examination, or in the event of causes beyond the control of Vision, including but not limited to acts of God, fire, flood, strike, national emergency or failures of communications facilities or lines.
- 2.2 Vision shall use commercially reasonable efforts to respond to any request for support hereunder within one (1) business day of receiving such request.
- 2.3 "Business Hours" shall mean 8:30am to 4:30pm Eastern Standard Time, Monday through Friday, Vision holidays excluded
- 2.4 Notwithstanding anything herein to the contrary, the Services to be provided hereunder shall not be covered by this Agreement, and shall be provided (if at all) on a time and materials basis, if the Software malfunctions due to or generates a Defect from: (a) acts of God or natural disasters, including but not limited to fire, smoke, water, earthquakes, lightning or static electricity; (b) causes external to the Installed Software such as, but not limited to, electrical power fluctuations or failures, lack of air conditioning or proper temperature control, accidents, burglary or vandalism; (c) the neglect, misuse (including faulty repair or maintenance by third parties), or improper servers or workstations on which the Installed Software is installed, or other failure to comply with the instructions set forth in the Documentation or provide a suitable environment for the Installed Software; (d) modification or alteration of the Installed Software not provided by Vision; (e) a malfunction of any equipment not provided by Vision with which the Installed Software is used or combined; (f) use of the Installed Software in a manner for which it was not designed; or (g) the failure of Customer to back-up its data or otherwise to fulfill any obligation under this Order or the Agreement, for the Installed Software supported hereunder.
- 2.5 This Agreement further shall not apply to, and the Services shall not be deemed to include:
- a) Development or engineering of the Software, unless Vision shall deem such development or engineering necessary in its providing services under section 2.1 above;
 - b) Upgrades, customizations or other enhancements to the Software or Installed Software;
 - c) Supplies, accessories, media or other materials which are, by their nature, expendable or consumable, except for media which may be provided as part of the Services described in section 2.1 above;
 - d) Any services, including, without limitation, installation, alterations, modifications, maintenance or removal of, or relating to any item not furnished by Vision, and
 - e) Any services related to work external to the Software, including, without limitation, electrical work, cable routing or changes that affect the Specifications or the Customer's equipment and other software.

3. Hosted Solution Terms [IF APPLICABLE]

- 3.1 Customer may access and utilize Vision Cloud Servers only to access, view, edit, maintain or otherwise utilize their Customer Data in connection with the Software Services. Customer will not: (a) install or access any software or programs on the Vision Cloud Server without prior written approval from Vision; or (b) utilize the Vision Cloud Server to access the internet without prior written approval, other than indirect internet access through the CAMA UI. Customer will ensure that its content will not violate any applicable law. Customer is solely responsible for the development, content, operation, maintenance, and use of the Customer Data.
- 3.2 Vision may suspend Customer's right to access or use any portion or all of the Hosted Solution immediately upon notice to Customer if Vision determines that Customer's use of the Hosted Solution (a) poses a security risk or could otherwise adversely impact Vision or to any other customer of Vision; could adversely impact Vision systems, the Service Offerings or Content of any other customer; (b) is fraudulent; or (c) constitutes a breach of this Agreement or a violation of applicable law.
- 3.3 Vision will provide sufficient space on Vision Server(s) for client's Vision 8 CAMA Database and Associated Documents.
- 3.4 Vision will install all required server software including SQL.
- 3.5 Vision will set-up and configure 30-day rolling nightly backups of the CAMA Data and appropriate system files.
- 3.6 Customer will remain responsible to maintain their local intranet in good working order.
- 3.7 Customer will remain responsible to provide internet access with sufficient bandwidth to all CAMA users.