



REGULAR MEETING – COMMUNITY SERVICES COMMITTEE AGENDA

**DECEMBER 5, 2024, 7:00 PM
BY ZOOM VIRTUAL MEETING**

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



Members of the public may call in to participate. Callers will not be able to see the meeting participants. All participants will be muted upon entering the meeting. To speak, dial *9 on the phone and you will be called on by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



Members of the public who wish to provide "live comments" may also use the Zoom meeting platform. All participants will be muted upon entering the meeting. To speak, click the "raise your hand indicator" and you will be called by the host of the meeting during the public comment section. All speakers must state their name and address. Comments must be on a topic on the agenda, and are limited to three minutes. Anyone disrupting the orderly conduct of the meeting, including by using threatening, hateful, or sexually-explicit language, will be removed. Please find the information using the link above.



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

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC PARTICIPATION

IV. ACCEPTANCE OF MINUTES

A. Regular Meeting: November 7, 2024

V. NEW BUSINESS

A. Transportation, Mobility, and Parking

1. Authorize the Mayor, Harry W. Rilling, to execute Amendment 1 to the Agreement

between the City of Norwalk and Stantec Consulting Services Inc. for Project Closeout Services for Norwalk River Valley Trail-Phase 2 State Project 102-350", for a lump sum fee of \$40,000.

ACCT: 0922 4021 5777 C0234

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

ACCT: 0924 3750 5777 C0824

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

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

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

ACCT: 363752 5329 G0068

5. Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Improvements to Richards Avenue and West Cedar Street as part of the Connecticut Department of Transportation (CTDOT) Local Capital Improvement Program (LOTICIP) with grant funding administered through the Western Council of Governments (WestCOG); and all other agreements and documents required thereunder.
6. Authorize the Mayor, Harry W. Rilling to enter into a License Agreement for Vehicular Parking with the Connecticut Department of Transportation for property located along Monroe Street, adjacent to the New Haven Main Rail Line.

B. Business Development and Tourism

1. Authorize Mayor Harry W. Rilling to execute a contract with Cultural Planning Group in an amount not to exceed one hundred thousand dollars (\$100,000) to complete the Arts and Cultural Plan.

ACCT: 140000-5796-ACMF2

VI. OLD BUSINESS

VII. ADJOURNMENT

**CITY OF NORWALK
ECONOMIC AND COMMUNITY DEVELOPMENT OF THE COMMON COUNCIL
REGULAR MEETING
THURSDAY, NOVEMBER 7, 2024
VIA TELECONFERENCE**

ATTENDANCE: Josh Goldstein; Chair, Jim Frayer, Heather Dunn, Jalin Sead, Barbara Smyth, Darlene Young

STAFF: Sabrina Godeski

OTHER: Dajuan Wiggins; Common Council Member, Anne Wennerstrand; Common Council Member, Thomas Livingston; Chief of Staff, Jim Travers (7:02 p.m.).

CALL TO ORDER

Mr. Goldstein called the meeting to order at 7:00 p.m.

ROLL CALL

The roll was called as stated above. A quorum was present.

PUBLIC PARTICIPATION

There was no one present who wished to participate.

I. ADMINISTRATION

A. Approval of the Minutes of September 19th, 2024 special meeting.

**** MR. FRAYER MOVED TO APPROVE THE MINUTES FROM THE SEPTEMBER 29TH MEETING.**

**** THE MOTION PASSED WITH FIVE AYES AND ONE ABSTENTION (BARBARA SMYTH).**

Mr. Travers joined the meeting at 7:02 p.m.

II. NEW BUSINESS

A. TRANSPORTATION, MOBILITY, AND PARKING

1. Authorize the Mayor, Harry W. Rilling, to enter into any and all Project Authorization Letters and other documents required by Conn. DOT needed for expenditure of funds

under the Connecticut Department of Transportation's Urban Action Grant (UAG) Program for Improvements to Richards Avenue and West Cedar Street as part of State Project No. DOT01020376GR.

Acct. No.363701 4120 G0060

363701 5799 G0060

**** MS. SMYTH MOVED TO APPROVE THE MOTION TAKE THE ITEM TO THE COUNCIL.**

Mr. Travers gave a description of the two grants and in what capacity they would be used. He stated the first grant would allow them to engage with the consultant and begin the design. He noted the second grant would go for construction after they get the design. He pointed out there would be community meetings throughout the process. It was noted that this was a Complete Streets project.

Ms. Smythe inquired how this project would dovetail with the paving project on Richards Avenue. Mr. Travers explained the process they went through to ensure minimal impact on the budget and the residents.

Mr. Frayer was curious about the impact the project would have on the bridge construction on West Cedar. Mr. Travers stated they hoped that the work could be done concurrently but should it not negatively affect the bridge project. He assured the committee that they would make every effort to avoid detouring traffic. There was a discussion about the roundabout size. Mr. Travers explained how the area could be affected.

**** THE MOTION PASSED UNANIMOUSLY.**

2. Authorize the Mayor, Harry W. Rilling to execute any and all agreement(s) and other documents necessary to accept and receive the benefit of the EECBG Program Technical Assistance Voucher in the amount of \$144,600.

**** MR. FRAYER MOVED TO APPROVE THE MOTION.**

Mr. Travers described the nature and purpose of the voucher. He noted they would work with the program to determine the quantity and placement of EV chargers. Mr. Goldstein wanted clarification about who would be using the EV chargers. Mr. Travers noted the chargers were not for the municipal fleet, they would be in preparation for the growing EV market. Mr. Frayer wanted an estimate of the potential number of chargers. Mr. Frayer described the process for deciding where and how many chargers would be at a chosen location. He noted the placement could be on both city and private parcels. In response to Mr. Goldstein, Mr. Travers speculated the project could start in the middle part of 2025.

The question was posed whether the project is taking into consideration upcoming development in South Norwalk. Mr. Travers responded that nothing had been decided and the process

CITY OF NORWALK

**ECONOMIC AND COMMUNITY DEVELOPMENT OF THE COMMON COUNCIL
REGULAR MEETING**

THURSDAY, NOVEMBER 7, 2024

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wouldn't begin until the required forms were signed by Mayor Rilling. Mr. Travers noted that the grant would give them the guidance and process that will take into consideration the growth of the South Norwalk area.

**** THE MOTION PASSED UNANIMOUSLY.**

3. Authorize the Mayor, Harry W. Rilling, to enter into a Maintenance Agreement with the Connecticut Department of Transportation for State Project 102-375 (East Norwalk Connectivity Enhancements) for non-standard items.
Acct. No. 0924 3750 5777 C0562

**** MS. SMYTH MOVED TO APPROVE THE MOTION**

Mr. Travers described the particulars of the project along with the implementation of a previous plan. He indicated which elements of the project were non-standard items for the DOT. He stated they those items would need to be addressed by the municipality.

**** THE MOTION PASSED WITH FIVE AYES AND ONE ABSTENTION
(HEATHER DUNN).**

III. OLD BUSINESS

There was no old business to discuss.

Mr. Goldstein mentioned discussing the capital budget at the next meeting. He noted with budget season beginning they needed to talk about capital budget considerations.

ADJOURNMENT

**** MR. FRAYER MOVED TO ADJOURN THE MEETING.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting was adjourned at 7:27 p.m.

Respectfully submitted
China Mayhew
Telesco Secretarial Services

**CITY OF NORWALK
ECONOMIC AND COMMUNITY DEVELOPMENT OF THE COMMON COUNCIL
REGULAR MEETING**

THURSDAY, NOVEMBER 7, 2024



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7335
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

To: Economic and Community Development Committee of the Common Council

From: Benjamin Yeung, P.E. – Senior Traffic Engineer, Transportation, Mobility, and Parking (TMP)

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director, TMP
Garrett Bolella – Assistant Director, TMP

Subject: December 2024 Agenda - Authorize the Mayor, Harry W. Rilling, to execute Amendment 1 to the Agreement between the City of Norwalk and Stantec Consulting Services Inc. for Project Closeout Services for Norwalk River Valley Trail-Phase 2 State Project 102-350", for a lump sum fee of \$40,000.

Date: November 26, 2024

Memorandum

TMP requests authorization for Amendment 1 to the Agreement between the City of Norwalk and Stantec Consulting Services Inc. for Project Closeout Services for Norwalk River Valley Trail-Phase 2 State Project 102-350. The final section of this phase of the Norwalk River Valley Trail (NRVT), the bridge at New Canaan Avenue and Riverside Avenue, opened to the public in February 2024, with the construction punch list completed in August 2024. Recent fall counts recorded over 100 users per day on this trail section, with higher usage expected during the summer months. The NRVT has proven to be a valuable asset to Norwalk, enhancing multi-modal mobility, expanding recreational opportunities, and improving the overall quality of life.

Phase 2 of the NRVT is a State grant-funded project requiring the submission of properly formatted invoices, material certifications, and inspection reports to qualify for reimbursement from the Connecticut Department of Transportation (CT DOT). To ensure maximum reimbursement, TMP engaged Stantec for Construction Administration and Inspection Services, leveraging their expertise as the original engineering design consultant for the project. Total reimbursements to the City are expected to approach \$2.5 million by the conclusion of the reconciliation process.

Stantec's responsibilities include:

- Updating, clarifying, and compiling inspection reports.
- Verifying that material testing and certifications are completed and documented.
- Reconciling discrepancies between actual work performed and contract values.
- Preparing any necessary change order documentation to finalize reconciliation.

To finalize the reimbursement process, Stantec will provide additional project closeout services for a lump sum fee of \$40,000. A noncompetitive procurement justification form has been completed to confirm that Stantec is the most qualified firm to perform this work. Their ongoing involvement in the reconciliation process, possession of all project files, and extensive knowledge of the project from their roles in both engineering design and construction inspection make them uniquely suited to complete this effort efficiently.

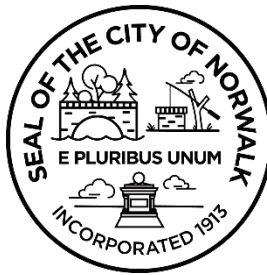
REQUESTED ACTION: Authorize the Mayor, Harry W. Rilling, to execute Amendment 1 to the Agreement between the City of Norwalk and Stantec Consulting Services Inc. for Project Closeout Services for Norwalk River Valley Trail-Phase 2 State Project 102-350", for a lump sum fee of \$40,000.

ACCT: 0924 3750 5777 C0777

Sincerely,

A handwritten signature in black ink that reads "Benjamin Yeung". The signature is written in a cursive, flowing style.

Benjamin Yeung, P.E., Senior Traffic Engineer – TMP



DEPT OF FINANCE - Purchasing Department

NONCOMPETITIVE PROCUREMENT JUSTIFICATION FORM

DATE: 11/12/2024

DEPARTMENT: TMP

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

Check One:

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

TOTAL COST: \$40,000 MUNIS Account: 0924-3750-5777-C0777

VENDOR: Stantec

Purchasing Agent Signature	The Purchasing Agent	Department Head Signature
Sharon Conners Digitally signed by Sharon Conners Date: 2024.11.19 15:06:04 -05'00'	☒ Supports	<i>James Travers</i>
	☐ Does Not Support	Department Head Name
	☒ Single Source Requires Common Council Authorization (in excess of \$20,000.00)?	James Travers
		Date

JUSTIFICATION:

Stantec is the consultant who developed the engineering design for the section of the NRVt recently completed (known as Phase II), with the bridge opening at New Canaan Avenue and Riverside Avenue in early 2024. Stantec was also heavily involved with Construction Inspection and Administration for the project during a time when TMP was short-staffed.

The NRVt Phase II project is a grant-funded improvement that requires submission of specifically formatted invoices and back up materials in order to be eligible for reimbursement by CT DOT. In order to maximize the amount of reimbursement to the City, TMP had previously engaged Stantec to update, clarify, and compile inspection reports, confirm that all needed material testing and certifications are properly completed and compiled, reconcile discrepancies between actual work completed versus contract values, and develop any change order documentation needed to complete said reconciliation.

Stantec has already begun this process of reconciliation and already has all project files, in addition to a deep knowledge of the project through their work on the engineering and construction inspection for this effort. Through weekly progress meetings between TMP, Stantec, and CT DOT that have already been ongoing for the past six months, we have a clear idea of what CT DOT expects to be submitted in order for them to certify reimbursement for the City. As of 11/12/2024, nearly \$500,000 has been paid back to the City by the State, with a total close to \$2.5 million on the project expected to be reimbursed to the City by the end of this reconciliation process.

Stantec is the firm best suited to perform this work since they have already been and are currently completing this work. The funds that had previously been authorized for Stantec on project closeout were sufficient to complete an investigation of the reports and files that are or aren't missing, and to begin the reimbursement process with CT DOT. Now that we have gone through this process for 3 of the 14 pay requisitions on the project, we are able to make an estimate of the additional funding needed to complete this work.

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

Vendor 1: _____

Vendor 2: _____

EMERGENCY: Explain in detail the nature of the emergency



Stantec Consulting Services Inc.
55 Church Street, Suite 601
New Haven, Connecticut 06510

November 13, 2024

Mr. James Travers
Director
Transportation, Mobility and Parking
City of Norwalk
125 East Avenue
Norwalk, CT 06851

**RE: Additional Construction Closeout Services
NRVT Trail – Phase 2**

Dear Jim:

As previously discussed, we have prepared this proposal to assist the City in closing out the construction project for the NRVT Trail - Phase 2 project as required by the Connecticut Department of Transportation. This closeout is critical in order that the City be reimbursed by the State to the greatest extent possible for the construction. Stantec had prepared the design for this project and had provided construction administration and inspection services during the latter part of the project. We therefore have the greatest familiarity with the various aspects of the project to complete this work efficiently.

These services would include the following:

1. Inspection of railing repair at EWC facility in Newington and their subsequent installation in the field (5 visits)
2. Preparation of ISP Requests for Payment Applications 1-13b. We will review previous payment applications and prepare the necessary ISP for signature. The City will provide the verification of payment information.
3. Preparation of Change Orders for Change in Scope, Change in Quantity and Time (20 changes in scope, 30 changes in quantity and 1 change in Time are anticipated)
4. Finalize the Construction Documentation for Volumes 1 through 4. This will include review of the calculations and payment applications to ensure they are consistent with each other. The Volumes will be modified as needed. Support from the Norwalk inspector may also be required in order to close the books properly.
5. Provide material certifications and testing where available and properly documenting them with the DOT. This will be for information that is readily available. An exception letter will be prepared once any available documentation is provided if there are still some outstanding testing requirements.
6. Final Punch List Inspection and Project Closeout Forms
7. Attend weekly virtual meetings with CT DOT District 3 to review paperwork and outstanding items.

The fee for these services will be the lump sum fee of \$40,000 and will be billed based on the percent complete. These services will complete all the closeout requirements by the CT DOT for this project.

Mr. James Travers
November 13, 2024

If acceptable to the City, we can then prepare a contract accordingly.

Let us know if you need any further clarification of this proposal or additional information.

Sincerely yours,

STANTEC CONSULTING SERVICES INC.



Philip J. Katz, P.E.
Associate
Philip.katz@stantec.com



Jeffrey Olszewski, RLA
Project Manager
Jeff.olszewski@stantec.com

By signing this proposal, City of Norwalk authorizes Stantec to proceed with the additional services herein described and will be bound by the previously authorized *Agreement by and Between the City of Norwalk, the Norwalk Transit District and Stantec Consulting Services, Inc.* for the provision of engineering and landscape architecture design services for the Norwalk River Valley Trail-Phase 2, Norwalk, CT dated August 28, 2015. All fees noted herein will be paid for by the City of Norwalk.

Accepted and agreed to for the City of Norwalk by:

Signature

Name *(please print)*

Title *(please print)*

Date



Stantec Consulting Services Inc.
55 Church Street, Suite 601
New Haven, Connecticut 06510

November 13, 2024

PROPOSED HOURS FOR NRVT PHASE 2 CLOSEOUT

Philip Katz, P.E.	Associate Civil Engineer	40 hours @ \$210
Jeff Olszewski, R.L.A.	Project Manager	40 hours @ \$160
Zahed Mohammed	Junior Engineer	230 hours @ \$110
TOTALS		310 hours = \$40,000



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7335
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

To: Economic and Community Development Committee of the Common Council

From: Benjamin Yeung, P.E. – Senior Traffic Engineer, Transportation, Mobility, and Parking (TMP)

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
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Subject: December 2024 Agenda - Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the United States Department of Transportation (US DOT) to accept grant funding under the Safe Streets for All FY24 grant program (Federal Award No. 693JJ32540311).

Date: November 26, 2024

Memorandum

The United States Department of Transportation (US DOT) has awarded the City of Norwalk a \$500,000 grant under the Safe Streets for All (SS4A) program to develop a citywide, comprehensive Safety Action Plan for the city's roadways. The plan will use a data-driven approach to identify roadway corridors and intersections with the highest risk of crashes and injuries. It will then outline both short-term and long-term strategies to mitigate risks at these high-crash locations, aligning the strategies with the city's updated design standards and mobility priorities established by the recently passed Complete Streets Ordinance.

The goal of the Safety Action Plan is to create a targeted strategy to eliminate serious injuries and fatalities on roads across the city, consistent with the city's commitment to Vision Zero and its planned adoption of a Vision Zero policy, which prioritizes human life and health in all aspects of the transportation system.

The Transportation, Mobility, and Parking (TMP) Department will lead this project and plans to release a Request for Proposals (RFP) for consulting services shortly after this grant agreement is finalized. TMP aims to select a consultant by the end of Q1 2025 and complete the Safety Action Plan by the end of Q2 2026.

The consultant's responsibilities will likely include:

- **Traffic/crash and demographic data analysis:** Collecting, processing, and analyzing traffic/crash data and Census demographic data, with a focus on building the capability to analyze new data in the future.

- **Prioritization framework:** Developing a scheme to rank high-crash and/or high-injury locations.
- **Policy assessment:** Evaluating current city policies and practices to identify opportunities to improve roadway safety.
- **Mitigation strategies:** Creating a “toolbox” of effective mitigation strategies to reduce crash and injury risks citywide.
- **Concept designs and cost estimates:** Preparing concept-level designs and cost estimates for key locations.
- **Stakeholder engagement:** Coordinating with agencies and conducting public outreach to gather feedback on the plan, particularly prioritizing input from underserved, minority, and low-income communities.

The Safety Action Plan will enhance the City’s ability to prioritize and plan road safety improvements. It will also serve as a foundational document to support future applications for Federal Implementation grants under the SS4A program, as well as other State and Federal grant opportunities for roadway safety projects.

The \$500,000 grant includes an 80% Federal share and a 20% local share. US DOT will contribute \$400,000 in Federal funds, while the remaining \$100,000 will come from the TMP’s Capital budget for roadway design and reconstruction.

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

ACCT: 0924 3750 5777 C0824

Sincerely,



Benjamin Yeung, P.E., Senior Traffic Engineer – TMP

1. **Federal Award No.**
693JJ32540311
2. **Effective Date**
See No. 16 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Norwalk
125 East Avenue
Norwalk, CT 06851

Unique Entity Id.: V7ZTXNBKJM9
TIN No.: 06-6011881
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
Effective Date of Award – July 1, 2026
7. **Total Amount**
Federal Share: \$400,000
Recipient Share: \$100,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$500,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSA240747PR
11. **Federal Funds Obligated**
\$400,000
12. **Submit Payment Requests To**
See Article 5.
13. **Accounting and Appropriations Data**
15X0174E50.0000.055SR30500.5592000000.4
1010.61006600.0000000000.0000000000.0000
000000.0000000000
14. **Description of the Project**
The City of Norwalk is committed to enhancing road safety by developing a comprehensive Safety Action Plan. This plan will identify and address dangerous roadways and intersections by compiling a list of high-crash locations, based on data from the Fatality Analysis Reporting System (FARS) dataset, UCONN Crash Data Repository, KABCO scoring system, and other relevant crash standardization tools and data.

RECIPIENT

15. Signature of Person Authorized to Sign

Signature Date
Name: Harry W. Rilling
Title: Mayor, City of Norwalk

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date
Name: Hector Santamaria
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Norwalk, Connecticut (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Norwalk Comprehensive Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("**SS4A**") Grant Program," which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under "Fiscal Year 2024." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Norwalk Comprehensive Safety Action Plan

Application Date: 4/04/2024

2.2 Award Amount.

SS4A Grant Amount: \$400,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:

The Safety Action plan will identify and outline mitigation strategies for each location throughout the city. By integrating this data-driven approach with our Complete Streets Plan, due to be adopted this summer, and planned Vision Zero initiatives, Norwalk aims to create a focused strategy to drastically reduce serious injuries and fatalities citywide. The Safety Action Plan will outline such problematic locations where interventions using a Complete Streets framework can be implemented. Utilizing data analytics and specifications, the city will be better positioned to adopt an official Vision Zero Plan.

The City's Transportation Master Plan, adopted in 2022 outlines the commitment of the city to Vision Zero, and states that "One Death on our roads is too many." The Safety Action Plan will continue this commitment by including a resolution from our City's Common Council to be a Vision Zero City by 2035, and drop overall crashes by a significant, but actionable percentage to be determined by the consultant and city in the process of creating the Safety Action Plan.

As part of the Safety Action Plan a Safety Action Planning Committee or SAPC will be created which will include all relevant groups, departments, and agencies involved in roadway safety in Norwalk, including, but not limited to:

- Norwalk Department of Transportation, Mobility, and Parking
- Norwalk Department of Public Works
- Norwalk Police Department

- Norwalk Fire Department
- Norwalk Health Department
- Norwalk Bike & Walk Commission
- Norwalk Mayor's Office
- Members of the Norwalk Common Council
- Norwalk Transit District

The goal of this committee will be to review the Safety Action Plan as it developed to ensure oversight and commitment to goals outlined in the plan, including commitments to public safety, equity, and engagement with the public. This will include public engagement through both the Safety Action Plan Committee, as well as a number of public meetings and engagement opportunities organized by the city and the consultant. This will include reaching out to numerous public and private partners of the city to gain feedback and direction for the plan.

As mentioned in the introduction Norwalk's Safety Action Plan will be a highly data driven document. The city has already developed a dataset that analyzes all roadways and intersections to determine high risk locations for crashes and injuries. These findings will be enhanced using census data, more extensive crash data, and other roadway datasets to create a high injury network, especially focused on vulnerable user crashes. This will also include mapping of the crashes, historical analysis, and analysis of crash locations/severity. The city will procure citywide roadway and crash datasets that can be used not just for the safety action plan, but for a period of multiple years to ensure the city is able to continuously review transportation safety data citywide after the completion of the Safety Action Plan.

As part of the data collection and review process the city will use Justice40, census information, and other equity datasets to determine locations in the city that do not just have crash issues but fall in minority/low-income areas that need to be focused on for improvements. The Safety Action Plan Committee will include members of these underrepresented communities to ensure we hear their voices in the process of developing the plan. As part of the mapping and data analysis process these areas with high crash rates in underserved communities will be highlighted to ensure a proper response to their unique circumstances and concerns.

The City has already begun the process of reviewing current policies, plans, guidelines, and standards to improve transportation safety by beginning the process of adopting a Complete Streets Ordinance and Design Guide. This process will be completed in early 2025 and will largely secure the policy review the city needs to do as part of the Safety Action Plan. The Safety Action Plan will also include review of any further documents, policies, and standards not reviewed as part of Complete Streets to ensure we haven't missed anything that could hinder transportation safety. The plan will also take into consideration any recommendations from the Complete Streets Implementation Guide that have not been implemented yet and how they can be properly adopted by the City.

The Safety Action Plan will develop a set of projects and strategies the city can readily adopt, implement, and begin work that will improve overall transportation safety in the city. These will include policy and ordinance changes, specific roadways and intersections that should be improved through the development of a ranking and prioritization system, and minor (such as signage and pavement marking) roadway and intersection infrastructure upgrades the city can easily adopt to quickly implement roadway safety improvements.

The city as part of the Complete Streets process must report on the progress of Complete Streets. Through this process it will already be reporting on crash data and improvements to traffic safety created by Complete Streets infrastructure. This documentation is public and reported at the end of the calendar year. This will be the best opportunity to report on the Action Plan and improvements to the Traffic

Safety Citywide, until the City adopts a Vision Zero Policy, which will include a Vision Zero Committee that will develop a yearly report on the progress of the city towards Vision Zero and by default also the progress of the Safety Action Plan in reducing fatal and serious injury crashes citywide.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	March 31, 2026
Planned SS4A Final Report Date:	June 1, 2026

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$400,000
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$100,000
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$500,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

N/A

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

James Travers
Director
City of Norwalk - Transportation, Mobility, and Parking
125 East Avenue, Room 121 Norwalk, CT 06851
(203) 854-7736
jtravers@norwalkct.gov

4.2 Recipient Key Personnel.

Name	Title or Position
James Travers	Director
Garrett Bolella, P.E., PTOE, RSP1	Assistant Director
Benjamin Yeung, P.E.	Senior Traffic Engineer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
HCFASS4A@dot.gov

and

Connecticut Division Administrator
Agreement Officer's Representative (AOR)
450 Main Street, Suite 612
Hartford, CT 06103
860-659-6703
Connecticut.FHWA@dot.gov

and

Timothy Snyder
Connecticut Division Office Lead Point of Contact
Discretionary Grants Program Manager
450 Main Street, Suite 612
Hartford, CT 06103
860-494-7560
timothy.snyder@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308(f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.
- 6.2** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.3** SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.
- 6.4** The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.
- 6.5** There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: All intersections and roadways in the City of Norwalk, CT

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	Within 120 days after the end of the period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table align with the application:

X	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but intends to take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City has completed a Transportation Master Plan, which reviewed equity and racial justice as part of the final report. The document surveyed the city’s residents to get on the ground reporting as well as reviewing census data to ensure racial equity and justice was considered. The full report can be reviewed here: [Transportation Master Plan \(arcgis.com\)](https://arcgis.com) and will be reviewed and referenced as part of the safety action plan.

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJScreen, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>
	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>

	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

The City's Transportation Master Plan completed in December of 2022, reviews Justice40 and other important environmental conditions to aspire the city to invest in and prioritize the design and construction of a carbon-neutral transportation system. This plan calls for the reduction of greenhouse gases and will be referenced as part of the Safety Action Plan, it can be viewed here: [Transportation Master Plan \(arcgis.com\)](#).

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

X	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements; d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

The city of Norwalk is an equal and fair opportunity employer and follows federal regulation on the hiring of employees. There are several existing unions all under federal regulation, at the City of Norwalk, that would be coordinated with as part of this project.

ATTACHMENT F
CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

X	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

The City of Norwalk, as part of our Safety Action Plan, will acquire traffic software/data to help enhance the city’s capability to collect and analyze traffic. As part of the RFP and throughout the project, the city will confirm that it follows all Federal, State, and Local guidelines.

**ATTACHMENT G
CIVIL RIGHTS AND TITLE VI**

1. Recipient Type Designation.

Recipient Type Designation: Existing

Existing Award Program: Local Roadway Accident Reduction Program (LRARP)

2. Title VI Assessment Information.

This section is not applicable because the Recipient Type Designation is “Existing.”



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

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

REF: December 5th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to enter into any and all documents and agreements required by the Connecticut Department of Transportation (CT DOT) to accept grant funding under the Community Connectivity Grant Program.

DATE: November 26th, 2024

Memorandum

In 2023, the city was awarded \$800,000.00 through the Connecticut Department of Transportation's Community Connectivity Grant program for the Hospital Hill Village District Safety Enhancement project.

The awarded grant funding will be utilized to address crashes and confusion that occurs at the existing traffic circle which currently defines the intersection of Stuart Avenue, Stevens Street and Magnolia Avenue. The reconfigured intersection will slow vehicle speeds and improve safety for all roadway users, along with various other streetscape enhancements that will benefit the surrounding community.

Additional streetscape enhancements include curb extensions, high-visibility crosswalks and wider sidewalks to improve safety, access, and comfort for pedestrians as well as construction of a new village parking lot. The project will also include various placemaking

elements, such as pedestrian level lighting and a plaza area with street furniture and trees to create a gateway to the neighborhood and help support local businesses, restaurants, and outdoor dining. Throughout the design process, the city has actively engaged with local businesses and residents as well as hosted a public information meeting at Norwalk Hospital in February 2024 to gather valuable feedback from the community on the project.

As the project has grown in scope and scale since its application, the City has committed to additional funding in partnership with CTDOT to ensure this is a transformative project for the neighborhood.

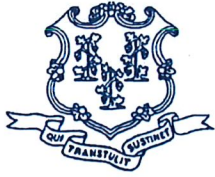
Upon completion of the design activities, the city will submit a final submission package to the Connecticut Department of Transportation. This package will include a complete set of final project plans, the final construction cost estimate, and draft contract documents. Once the Department of Transportation approves the final submission package, the city will be issued a Notice to Proceed, enabling the advertisement of the invitation to bid package and award a contractor for the construction phase. Construction is expected to begin in Spring of 2025.

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

Account Numbers

363751 5799 G0067

0925 3750 5777 C0649



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

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



Phone: (860) 594-2015

December 14, 2023

Honorable Harry W. Rilling
Mayor
125 East Avenue
Norwalk, CT 06851
Hrilling@norwalkct.gov

Dear Mayor Rilling,

Subject: Commitment to Fund Letter

Community Connectivity Grant for Hospital Hill Village Safety Enhancements
State Project No. 0170-3513GR
CCGP Grant Number: C102-0201
City of Norwalk

The Department of Transportation (Department) has selected the Grant application submitted by the City of Norwalk (Municipality) to receive funding under the Community Connectivity Grant Program (CCGP) for the construction of *Hospital Hill Village Safety Enhancements* project.

The Department hereby commits to fund eligible construction project costs up to the accepted grant amount of \$800,000.00, based on the estimated costs provided by the Municipality.

This Commitment to Fund is subject to general conditions including, but not limited to the following:

1. All correspondence for the administration of Community Connectivity Grants should be electronic (via e-mail or other means). A Project Manager will be assigned for each grant and will serve as the point of contact for the Department. All correspondence for the specified grant should be directed to the Project Manager. The Municipality shall designate a primary point of contact who will oversee the project design and to coordinate with the Department's Project Manager.
2. This grant shall only be used to fund eligible construction costs.
3. The project is to be administered by the Municipality in accordance with the CCGP Project Administration Guide, as may be revised. The guidelines are available at the following website: [CT Connectivity CCGP](#)
4. The Municipality shall provide the Department with quarterly project status updates throughout the project development process and through construction. A Project Status form can be found at the following website: [CT Connectivity CCGP](#)

5. The project costs identified in this Commitment to Fund are based on the requested amount from the CCGP application. It is understood that the Department has capped CCGP participation in this project at the application estimate (as shown in this Commitment to Fund), and that any additional project costs shall be the responsibility of the Municipality.
6. Should the Municipality elect to use municipal forces to perform the construction, a request should be made to the Department with the final design submission.
7. Any project scope revisions must be reviewed and approved by the Department.
8. Upon completion of project design activities, and prior to advertising the project for construction bids, the Municipality must forward a Final Design Submission to the CTDOT Project Manager which includes the following:
 - a. Complete set of final project plans
 - b. Specifications
 - c. Contract documents
 - d. Final Construction Cost Estimate
 - e. Final Design Submission Documentation Form (template attached)
 - f. Completed General Municipal Certification for Design Activities Form (template attached)
 - g. Letter from the Department's District Maintenance Special Service Section indicating the plans are acceptable for issuance of an Encroachment Permit (if required).

A digital submission via e-mail is preferred.

9. The Municipality must execute and deliver a Project Authorization Letter (PAL), issued pursuant to the Master Municipal Agreement for Construction Projects, and comply with its terms within a period of 1095 calendar days (3 years) from the execution date of this Commitment to Fund letter. The PAL will be forwarded to the Municipality for execution **following the acceptance of the Final Design Submission package** by the Department. The Municipality shall provide written notification to the Department of any issues that may affect the schedule. If the time of completion will not be met, the Municipality must request an extension from the Department, in writing, citing the reason and the revised anticipated completion date.

This commitment is further subject to the following project-specific conditions and determinations:

1. This project may require environmental permits. In accordance with the CCGP guidelines, the municipality will be responsible for the acquisition of all environmental permits that may be required. Any project that involves work within waters or wetlands may require State and/or Federal environmental permits. Therefore, the Municipality and/or their consultant should contact the Connecticut Department of Energy and Environmental Protection (DEEP) Land & Water Resources Division at (860)424-3019, early in the design process to discuss permitting requirements, and to identify specific concerns and/or design considerations. Failure to establish early communication with DEEP may result in time delays in the permitting process, due to the need for design changes and/or denial of permit applications. More information can be found on DEEP's Environmental Permitting Process website at: https://www.ct.gov/deep/cwp/view.asp?a=2709&q=324232&deepNav_GID=1643

2. This project may require utility relocations. Coordination with utility companies who have facilities within the project area should begin early in the design process. Utility relocations are not eligible for CCGP funds.
3. If the project requires rights-of-way acquisitions (easement or full/partial taking), the process should begin early in the project design phase. This will allow for sufficient time to acquire the necessary rights/properties by the advertising date. The Municipality is responsible for performing all rights-of-way acquisition activities for the project. The municipality will be required to certify that all right of way activities associated with the project have been completed as evidenced by submission of documentation required by the Department's Engineering Directive for "State Funded Municipal Projects Requirements for Rights of Way Acquisitions". A copy of this directive can be found at: [CT Connectivity CCGP](#)

Please be informed that, in accordance with the CCGP Project Administration Guide, the Department will initiate an Environmental Screening for this project to assist the Municipality in identifying items that may need to be investigated or addressed by the Municipality during the design phase. The results will be forwarded to the Municipality, upon completion.

If the Municipality accepts this Commitment to Fund, the Municipal Chief Administrative Officer must **sign below and return a copy of this letter to this office within Thirty (30) days**. Transmission via e-mail is preferred.

If you have any questions, please contact the Project Manager, Mauricio Garcia-Theran, at (860) 594-2015 or Mauricio.Garcia-Theran@ct.gov.

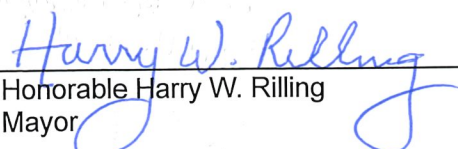
Very truly yours,

Kimberly Lesay

Digitally signed by Kimberly Lesay
DN: cn=Kimberly Lesay, o=Connecticut Department
of Transportation, ou=Bureau Chief of Policy &
Planning, email=kimberly.lesay@ct.gov, c=US
Date: 2023.12.12 11:15:40 -0500

Kimberly Lesay
Bureau Chief
Policy and Planning

Concurred By: _____


Honorable Harry W. Rilling
Mayor

Date 12/15/23



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Greg Pacelli – Transportation Planner, Transportation, Mobility and Parking

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

REF: December 5th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling, to sign an agreement with the Western Connecticut Council of Governments (WestCOG) for the Active Transportation Microgrant program.

DATE: November 26th, 2024

Memorandum

In November 2024, the city was awarded a \$4,788.00 grant from the Active Transportation Microgrant program, administered by the Connecticut Department of Transportation in conjunction with the Council of Governments.

The purpose of this grant program is to provide eligible organizations with funding for resources that advance safe, accessible, sustainable and equitable walking, biking and rolling in Connecticut. The grant application was written by the City of Norwalk's Bike-Walk Commission and submitted by the city in September 2024.

The intended uses of the grant are for non-infrastructure related purposes, such as bike helmets, bike locks, and other training related materials. The grant funding will provide the city's Bike Walk Commission with bicycle helmets, bicycle locks, as well as the creation of educational brochures related to biking and walking. The commission will utilize these items

to distribute to Norwalk residents during city related public events such as National Night Out and the city's annual Earth Day Festival, as well as various other occasions such as an

By the Bike Walk Commission distributing safety and educational related materials to the public, especially to school aged children, the intent is to help promote a culture of safety, encouraging responsible walking and biking habits, and supporting healthier, more sustainable transportation choices.

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

Account Number

363752 5329 G0068

AGREEMENT FOR ACTIVE TRANSPORTATION MICROGRANT

THIS AGREEMENT is made by and between the **WESTERN CONNECTICUT COUNCIL OF GOVERNMENTS**, acting herein by Francis R. Pickering, its Executive Director, duly authorized, having principal offices at 1 Riverside Road, Sandy Hook, CT 06482, hereinafter referred to as “WestCOG,” and the **CITY OF NORWALK** hereinafter referred to as “Recipient”.

1. **AWARD UNDERSTANDING.** The Recipient agrees to follow the project plan specifically set forth in the attached **Exhibit A**, made a part of this Agreement. WestCOG and Recipient further agree as follows:
 - 1.1. **Quarterly Reporting.** The Recipient will fill out and submit a quarterly report in the format found in the CTDOT Active Transportation Microgrant Program Guidelines until the project is completed. Copies of receipts shall be attached.
 - 1.2. **Funding Acknowledgement.** The Recipient will provide an indication of the funding by the Connecticut Department of Transportation in all advertisements and public notifications of the project.
 - 1.3. **Program Guidelines.** The Recipient agrees that funding shall be used in accordance with information provided in **Exhibit A** and in the CTDOT Active Transportation Microgrant Program Guidelines.
2. **TERM.** The award funds pursuant to this Agreement shall be expended within two years from receipt of funds. Any unexpended funds shall be returned to WestCOG.
3. **FUNDS.** WestCOG shall pay to Recipient an amount not to exceed Four Thousand Seven Hundred and Eighty Eight Dollars (\$4,788.00), in accordance with the Project Budget set forth in **Exhibit A**, attached hereto.
 - 3.1. The total funding shall not exceed the amount identified in the Project Budget.
 - 3.2. Expenses not identified in the Project Budget are not allowed. Unexpended funds cannot be used for any other purpose or project.
4. **INDEMNIFICATION.** To the fullest extent permitted by law, Recipient, on behalf of itself, its employees, agents, subcontractors (including without limitation, the Approved Subcontractors and Consultants, if any) (the “Indemnifying Party”) agrees to indemnify, hold harmless and defend the WestCOG and the Municipalities¹, (individually and collectively), their officers, officials, boards, employees, agents and volunteers

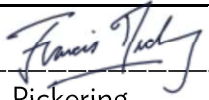
¹ The following municipalities are the members of WestCOG: Bethel, Bridgewater, Brookfield, Danbury, Darien, Greenwich, New Canaan, New Fairfield, New Milford, Newtown, Norwalk, Redding, Ridgefield, Sherman, Stamford, Weston, Westport, and Wilton.

("Indemnified Parties") from and against any and all actions, liabilities, claims, losses, damages (including punitive damages) litigation expenses, settlement payments, costs and expenses, interest, awards, judgments, diminution in value, fees, penalties, fines, forfeitures, clean-up costs, suits of any name or nature, which may be alleged against the Indemnifying or Indemnified Parties or which the Indemnifying or Indemnified Parties may incur, become responsible for, or pay out as a result of the negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the Project that is the subject of this Agreement.

This provision shall survive termination of this Agreement.

5. **AMENDMENT.** Any amendment must be in writing and agreed to by WestCOG and Recipient. Any modification or amendment to this Agreement shall be void unless it is in writing and agreed to by both parties. Any changes to the project point of contact should be communicated to WestCOG in a timely manner.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

WestCOG	City of Norwalk
By:  Francis R. Pickering Executive Director Date: November 20, 2024	By: _____ Harry W. Rilling Mayor Date: _____



Connecticut Department of Transportation

Active Transportation Microgrants APPLICATION

The Connecticut Department of Transportation (DOT) in conjunction with the Councils of Government in Connecticut (COG) invite you to apply for Active Transportation Microgrants. The purpose of this grant program is to provide eligible organizations with funding for resources that advance safe, accessible, sustainable and equitable walking, biking and rolling in Connecticut. Schools, school districts, municipalities and 501(c)(3) nonprofits are eligible to apply and are limited to two grants in a 12-month period.

Microgrants will provide funding up to \$5,000 for each eligible applicant on a rolling basis. The intended uses are non-infrastructure purposes including bike helmets, bike locks, bike maintenance training and materials, bicycle fleets including adaptive bicycles, League Certified Instructors training, programs and events supporting bicycle and pedestrian safety, and safety vests.

Need help thinking through a project, preparing your application, or submitting materials? Please refer to program guidelines or contact our Transportation Supervising Planner, Anna Bergeron, at Anna.Bergeron@ct.gov or 860-594-2140.

Application Contact Information

Date: 08/28/24 COG: Western CT

Municipality: Norwalk Organization Name: Norwalk Bike/Walk Commission

School Name: N/A School District: N/A

Project Address: 125 East Avenue Norwalk, CT 06851

Contact Name/Title: Rita T. Nigri, MPA/Grant Coordinator

Email Address: rnigri@norwalkct.gov Phone Number: 203-854-7233

Alternate Contact Name/Title: Greg Pacelli/Transportation Planner

Alt. Email: gpacelli@norwalkct.gov Alt. Phone: 203-854-7275



Application Questions

Background

1. Which of the following best describes your organization?

- ☐ School
- ☐ School District
- ☒ Municipality
- ☐ Nonprofit with 501(c)(3) status*

***If you are a nonprofit**, you will need to submit proof of your status as a legal entity, such as a copy of your IRS Determination Letter, along with your application.

2. Has your organization registered for Safe Routes to School? To be eligible for this grant, you must register with the Connecticut Department of Transportation Safe Routes to School Program, regardless of your organization type. Registration Link: [Registration for Connecticut Safe Routes to Schools Program \(office.com\)](https://www.ct.gov/transportation/schools/registration)

- ☒ Yes
- ☐ No

3. Please tell us about your proposed project. Who will this project serve, and how will they benefit from it? How will the project advance active transportation in an equitable, safe, accessible and sustainable way for vulnerable road users in Connecticut?

This request is to fund various projects of the bike/walk commission for which we will distribute safety supplies (helmets and locks) as well as materials for bike/pedestrian safety education to the citizens of Norwalk at local city events.

Funding

4. What is the amount of funding requested up to \$5,000? \$4788





5. What is the intended use of the grant funds?

- ☒ Bicycle helmets
- ☒ Bicycle locks
- ☐ Bicycle maintenance training and materials
- ☐ Bicycle fleets including adaptive bikes
- ☒ [League Cycling Instructors training](#)
- ☒ Programs, events and materials for bicycle and pedestrian safety education
- ☐ Safety vests

6. Please provide a brief breakdown of the total funding request:

Eligible Item	Quantity	Funding Needed
Bicycle Helmets	50	\$2500
Bicycle Locks	50	\$1250
League Cycling Instructors Training 	1	\$600
Brochures	500	\$238
Special Event Permit - City of Norwalk 	2	\$200

Reporting

7. The Council of Governments (COG) will oversee the distribution of funds and be responsible for quarterly reporting of metrics including timeline for the proposed project and tracking of project outcomes. However, please provide information specific to your organization's intended timeline and use of funds:

Please tell us about your anticipated project timeline.

- Start date: 09/02/24 
- End date: 12/31/24
- Any other major deadlines: N/A 



8. This application must be read and signed by the authorized signatory of the respective organization.

Signature: Rita T Nigri, MPA Digitally signed by Rita T Nigri, MPA
Date: 2024.09.05 15:09:27 -04'00' Title: Grant Coordinator

Please make sure you've reviewed requirements in the guidelines as necessary.

Ready to submit?

Email your application and any supporting documentation to your local COG
Thank you for applying for an Active Transportation Microgrant!
If you have any questions or concerns, please contact us.

COG	Name	Email
Western CT COG	Kristin Hadjstylianos	Khadjstylianos@westcog.org
Connecticut Metro COG	Patrick Carleton	Pcarleton@ctmetro.org
Southeastern CT COG	Amanda Kennedy	Office@seccog.org
South Central Regional COG	Laura Francis	Lfrancis@scrcog.org
Northwest Hills COG	Kathryn Faraci	Kfaraci@northwesthillscog.org
Capitol Region COG	Mike Cipriano	Mcipriano@crcog.org
Naugatuck Valley COG	Rich Donovan	Rdonovan@nvcogct.gov
Northeastern COG	John Filchak	John.Filchak@neccog.org
Lower CT River Valley COG	Robert Haramut	Rharamut@rivercog.org

Anna Bergeron
Supervising Transportation Planner
CTDOT Active Transportation Unit
Anna.Bergeron@ct.gov
860-594-2140

Kristen Levesque
Safe Routes to School Coordinator
CTDOT Active Transportation Unit
Kristen.Levesque@ct.gov
860-594-2146



CITY OF NORWALK
Transportation Mobility & Parking
P: 203-854-7260
Norwalk City Hall
125 East Avenue, PO Box 5125
Norwalk, CT 06856-5125

TO: Economic and Community Development Committee of the Common Council

FROM: Garrett Bolella, P.E., PTOE, RSP1 – Assistant Director, TMP

CC: Sabrina Godeski, BS, MPL, AICP – Director of Business Development & Tourism
James Travers – Director of Transportation, Mobility and Parking

REF: **December 5th Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Improvements to Richards Avenue and West Cedar Street as part of the Connecticut Department of Transportation (CTDOT) Local Capital Improvement Program (LOTICIP) with grant funding administered through the Western Council of Governments (WestCOG); and all other agreements and documents required thereunder.**

DATE: November 26, 2024

Memorandum

WestCOG has endorsed \$4,000,000 in LOTICIP Grant funding for the construction of a Roundabout at the intersection of Richards Avenue and West Cedar Street, including roadway improvements along the Connecticut State Colleges and Universities (CSCU) Norwalk Campus. The endorsement requires the City to submit a formal grant application to CTDOT in order for the State to issue a Commitment to Fund Letter. The LOTICIP grant program is one hundred percent (100%) State participation. Design for this project is covered under State Project No. DOT01020376GR with funding administered through CTDOT's Urban Action Grant (UAG) program presented to the committee for acceptance last month.

The transportation project includes the installation of a modern roundabout to replace an aging traffic signal to improve traffic flow, operations, and safety for all roadway users, while also serving as a gateway to the neighborhood. It also includes several Complete Streets

improvements including right-sizing Richards Avenue to balance all modes of transportation within the corridor and better connect the easterly and westerly CSU Norwalk campuses. The project will improve connectivity and mobility along the campus with pedestrian friendly features including wider sidewalks/paths, improved crossings, pedestrian level lighting, street trees and green infrastructure. The Transportation Mobility and Parking Department plans to hold a public meeting to introduce the project and share preliminary concepts early 2025.

- a. Authorize the Mayor, Harry W. Rilling to enter into any and all agreements related to Improvements to Richards Avenue and West Cedar Street as part of the Connecticut Department of Transportation (CTDOT) Local Capital Improvement Program (LOTICIP) with grant funding administered through the Western Council of Governments (WestCOG); and all other agreements and documents required thereunder.**



MAYOR
Harry Rilling

DIRECTOR
James Travers
jtravers@norwalkct.gov

Memorandum

Thursday, November 14, 2024

To: Economic and Community Development Committee of the Common Council
From: Jim Travers
Bryan Lutz
CC: Sabrina Godeski, BS, MPL, AICP – Director of Business & Tourism
Subject: December 5, 2024 Meeting Agenda Item – Authorize the Mayor, Harry W. Rilling to enter into a License Agreement for Vehicular Parking with the Connecticut Department of Transportation for property located along Monroe Street, adjacent to the New Haven Main Rail Line.

The Police Headquarters located on the corner of South Main St and Monroe St. currently utilizes a small, 10 vehicle parking lot adjacent to the Southwest portion of PD Headquarters. This property is owned by the State of Connecticut, Department of Transportation.

In a recent discussion with Chief Walsh, he raised a concern that there was no agreement in place that allowed PD vehicles to park in this lot and that CTDOT could request these vehicles be removed at any time. These spaces are valuable to the Police Department as they are used to store vehicles for one particular unit.

TMP began negotiations with CTDOT to enter into a zero (0.00) license agreement for this parcel. CTDOT agreed to the proposal. We negotiated a 90-day termination agreement in the event that CTDOT would require use of this parcel in the future.

Proposed Authorization:

Authorize the Mayor, Harry W. Rilling to enter into a License Agreement for Vehicular Parking with the Connecticut Department of Transportation for property located along Monroe Street, adjacent to the New Haven Main Rail Line.

Subject Area:



LICENSE AGREEMENT VEHICULAR PARKING

This LICENSE AGREEMENT (“Agreement”) is entered into by and between the State of Connecticut, acting herein by its Commissioner of the Department of Transportation (“Licensor” or “CTDOT”), with an address of 2800 Berlin Turnpike, Newington, Connecticut 06111, and The City of Norwalk (“Licensee”), a Connecticut Municipality, with an address of 125 East Avenue, Norwalk, Connecticut 06856. Licensor and Licensee may each be referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, Licensor owns certain property located along Monroe Street in South Norwalk and sits adjacent to the rail line commonly known as the New Haven Main Line;

WHEREAS, Licensee wishes to access and use a portion of Licensor’s property for parking Norwalk Department of Police Services (“NDPS”) vehicles and Licensor is amenable to providing Licensee a license for such use and access on such terms and conditions specified herein; and

WHEREAS, Licensor is authorized to enter into this Agreement pursuant to Section 13b-36(b) of the Connecticut General Statutes, as revised; and

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties hereto agree as follows:

Article 1. Definitions. The following definitions apply to this Agreement.

1.1 “Claims” means all actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.2 “Effective Date” is defined in Section 10.1.

1.3 “Cure Period” is defined in Section 8.2.

1.4 “Event of Default” is defined in Section 8.1.

1.5 “Extension Term” is defined in Section 4.2.

1.6 “Indemnified Parties” means Licensor, the Railroad, and their officers, agents, and employees.

1.7 “Initial Term” is defined in Section 4.1.

1.8 “License Area” is a 2,107 sq ft +/- portion of Licensor’s property abutting Monroe Street in South Norwalk, as more particularly described, and depicted in Exhibit A attached to this Agreement.

1.9 Intentionally Omitted.

1.10 “Licensee Parties” means Licensee’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom Licensee is in privity of oral or written contract and Licensee intends for such other person or entity to perform under the Agreement in any capacity.

1.11 “Official Notice” is defined in Article 9.

1.12 “Railroad” means the railroad responsible pursuant to its contract with Licensor for passenger operations and maintenance of way over the New Haven rail line, and who as of the Effective Date, is identified as any current or future permitted rail operators on the New Haven Main Line including, but not limited to, Providence & Worcester Railroad Company, National Railroad Passenger Corporation (Amtrak), CSX Transportation, Inc., and Housatonic Railroad Company, Inc.

1.13 “Records” means all working papers and such other information and materials as may have been accumulated by Licensee in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda, and correspondence, kept or stored in any form.

1.14 “State” means the State of Connecticut, including Licensor and any office, department, board, council, commission, institution or other agency or entity of the State.

1.15 “Term” means collectively the Initial Term and, as applicable, the Extension Term(s).

1.16 “Termination Date” is defined in Section 4.4.

1.17 “Termination Notice” is defined in Section 4.4.

Article 2. License.

2.1 Licensor hereby grants to Licensee, subject to all the stipulations, restrictions, specifications, and covenants herein contained, a license to use on a non-exclusive basis, the License Area, for the sole purposes stated in Section 5.1.

2.2 Licensee expressly agrees that it does not and shall not claim, at any time, any interest or estate of any kind whatsoever in the License Area.

Article 3. Consideration.

3.1 As consideration for the License, Licensee shall pay Licensor the sum of Zero and 00/100 Dollars (\$0.00) with the complete understanding that the State has full access to the License Area as needed for rail projects that arise in the area.

3.2 Licensee shall pay Licensor the sum of Seven Hundred Fifty and 00/100 Dollars (\$750.00) as a one-time payment for the cost and expense of Licensor's engineering review and document preparation, and processing of license application which shall be due on the Effective Date.

Article 4. Term & Termination.

4.1 The term of this Agreement shall begin on the Effective Date and continue for five (5) years ("Initial Term").

4.2 The Parties may mutually agree to extend the Initial Term for up to two (2) successive five (5) year periods (an "Extension Term") upon the exchange of mutual written consent(s) signed by the authorized representative of each Party no later than thirty (30) days prior to the expiration of the Initial Term or then-current Extension Term. Such mutual written consent shall include as deemed applicable by Licensor (i) all updated State contracting laws, regulations, Executive Orders, and other requirements; and (ii) all updated State insurance coverage(s) and coverage amounts, which shall become the operative requirements upon the commencement of the respective Extension Term.

4.3 Licensor may terminate this Agreement at any time upon Licensor providing at least ninety (90) days written notice to Licensee (in accordance with Section 4.4). Licensor may also terminate this Agreement following the occurrence of an Event of Default that remains uncured by Licensee in accordance with Section 8.2.

4.4 In the event Licensor decides to terminate the Agreement, Licensor shall send the notice of termination to Licensee ("Termination Notice") by Official Notice at least ninety (90) days prior to the effective date of termination as stated in the Termination Notice ("Termination Date"). The Termination Notice shall specify the extent to which Licensee must complete any performance pursuant to this Agreement prior to the Termination Date. On the Termination Date, Licensee shall cease use of the License Area as directed by Licensor in the Termination Notice, reimburse Licensor for any losses or damages to the License Area, and take all actions that are necessary or appropriate, or that Licensor may reasonably direct, for the protection and preservation of the License Area and any other property located in the License Area.

4.5 In the event of termination, Licensee hereby agrees that no relocation benefits of any kind will be paid to Licensee by Licensor.

Article 5. Use & Maintenance

5.1 Licensee's use of the License Area is limited to vehicular access and parking by NDPS vehicles and access by Licensee's employees, vendors, and invitees to maintain the License Area.

5.2 Licensee shall comply with all applicable Federal, State, and local, laws, rules, regulations, and ordinances, now or hereafter made with respect to the License Area, and Licensee shall indemnify, defend, and hold Licensor harmless from any fines, penalties, or costs for violation of or noncompliance with the same.

5.3 No dangerous explosives or hazardous materials shall be permitted to be brought onto, stored, or used in, on or around the License Area, except with the prior consent of Licensor and in compliance with all Federal and State environmental laws.

5.4 Licensee agrees that its use of the License Area shall be subject and subordinate to any rules or regulations promulgated by Licensor from time to time concerning the License Area whether or not said rules or regulations are attached to or included in this Agreement.

5.5 Licensee acknowledges that it has inspected the License Area and its condition, and takes the License Area "as-is" as of the Effective Date without any obligation on the part of Licensor to make any alterations, repairs, or additions to the License Area.

5.6 Licensee shall be responsible for the costs of all repairs, replacements, deterioration, or damages to the License Area occasioned by acts or omissions of Licensee, the Licensee Parties, or their invitees, with such replacements or repairs of a quality or class equal to or better than the original condition, as determined by Licensor in its sole discretion. If Licensee fails to repair, replace, or address damages to the License Area, Licensee shall pay any and all costs incurred by Licensor for making such repairs, replacements, or upkeep within ten (10) days of Licensor's written demand. The obligations of this provision shall survive the expiration or early termination of this Agreement.

5.7 Licensee shall maintain the License Area in good, safe condition including, but not limited to, keeping the fencing, retaining wall, paved surface, line striping, and curbs in good, safe condition as determined by Licensor in its sole discretion. Licensee shall be responsible for cleaning and sweeping the License Area to keep it clear from any and all debris, including but not limited to, vegetation maintenance in or around the License Area, and the upkeep of all shrubberies in or around the License Area. The Licensee shall maintain any lighting in the License Area, as well as perform snow and ice removal applying proper snow and ice treatments such as sanding and salting. Licensee shall not install any equipment or fixtures or make any alterations to the License Area without the prior written consent of Licensor and subject to requirements of Licensor and the Railroad, as applicable.

5.8 Upon expiration of the Term or earlier termination of this Agreement for any reason, Licensee shall vacate the License Area, remove all personal property from the License

Area at its own expense, leaving the License Area in as good or better condition as when it took occupancy, reasonable use excepted.

Article 6. Insurance.

6.1 Licensee shall secure and maintain during the Term, and shall require its contractor(s) performing in connection with this Agreement to secure and maintain the following minimum insurance coverages, at no cost to Licensors:

- (a) COMMERCIAL GENERAL LIABILITY INSURANCE including contractual Liability Insurance, Independent Contractors, Premises and Operations, Products and Completed Operations and Broad Form Property damage coverages with a total limit of liability of not less than Three Million Dollars (\$3,000,000) for all damages arising out of bodily injuries to, or death of, all persons and/or damage to any property in any one accident or occurrence.
- (b) AUTOMOBILE LIABILITY INSURANCE which covers all motor vehicles, including those owned, hired or non-owned, which are used in connection with this Agreement with a One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury, or death of, all persons and/or damage to any property in any one accident or occurrence. If Licensee does not own an automobile, but one is used in the execution of the Agreement, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the Agreement, then automobile coverage is not required.
- (c) RAILROAD PROTECTIVE LIABILITY with respect to any construction or demolition work within fifty (50) feet of the railroad right-of-way or Licensors-owned rail property performed (with Licensors' prior written approval) by Licensee and/or its contractor(s), Licensee shall carry, or requires it contractor(s) to carry, Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) Licensors, and (v) any other party with an insurable interest. If such insurance is required, Licensee shall obtain and submit the minimum coverage indicated above to Licensors prior to the commencement of rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by Licensors.

- (d) **WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE** and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States, respectively, which covers all of Licensee's employees at or working from the License Area, which coverage shall include Employer's Liability Insurance with minimum limits of:
 - (i) \$1,000,000 Each Accident (bodily injury by accident);
 - (ii) \$1,000,000 Disease – Policy limit (bodily injury by disease); and
 - (iii) \$1,000,000 Disease – Each Employee (bodily injury by disease).
- (e) **PROFESSIONAL LIABILITY INSURANCE (ERRORS AND OMISSIONS)** in the event Licensee and/or any of its contractors provide any architecture, engineering, design, accounting, legal or other professional services under or in connection with this Agreement and/or at or with regard to the License Area, each person and entity providing such services shall be duly licensed and maintain Professional Liability coverage, at such party's sole cost and expense, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence. In the case of any engineer, architect or other design professional, each such policy must be kept in effect for a period of seven (7) years after substantial completion of the project on or for which any such services are rendered; otherwise, the professional involved shall maintain such coverage for a period for at least three (3) years following completion of its work hereunder. If coverage is procured by any professional on a claims-made basis, the retroactive date must be the date prior to the professional's commencement of any work under or pursuant to this Agreement or the project to which it relates, whichever is earlier.

6.2 All products and completed operations coverage required to be maintained by Licensee and its contractors shall continue to be maintained for at least three (3) years following final acceptance of their work.

6.3 Except as otherwise provided to the contrary in this Article 6, any insurance required by this Agreement may be obtained by means of any combination of primary and umbrella coverages and by endorsement and/or rider to a separate or blanket policy and/or under a blanket policy in lieu of a separate policy or policies, provided that Licensee shall deliver a certificate of insurance of any said separate or blanket policies and/or endorsements and/or riders evidencing to the Licensor that the same complies in all respects with the provisions of this Agreement, and that the coverages, and the protection afforded to Licensor, thereunder are at least equal to the coverages and protection which would be provided under a separate policy or policies procured solely for the License Area and/or the work, if any, to be performed by Licensee or its contractors.

6.4 The Indemnified Parties shall be named as additional insureds under any and all coverages maintained pursuant to subsections (a) and (b) of Section 6.1 as well as any umbrella or excess liability insurance which provides coverage over and above such insurance.

6.5 Upon Licensee's execution of this Agreement and on or before the tenth (10th) business day preceding every subsequent anniversary date of the Effective Date, Licensee agrees to submit to Licensor one (1) or more certificates of insurance evidencing that Licensee and its contractors have obtained the insurance required by this article. Each certificate of insurance shall be in such form as is supplied or approved by Licensor, fully executed by an insurance company or companies satisfactory to Licensor, and shall specify the amounts of deductibles, if any, for each type of coverage in the policy or policies. Deductibles shall not exceed amounts approved by an authorized representative of the State in writing.

6.6 Licensee shall produce, and shall require its contractors to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by Licensor. In providing said policies, Licensee and/or its contractors, as appropriate, may redact provisions of any policy that are clearly proprietary. If, at any time during the Term, including any extension, of this Agreement, Licensee or its contractors shall fail to provide any such insurance documentation within five (5) business days period, or duly maintain (or ensure that its contractors maintain) all required insurance coverage in full force and effect, then Licensor, in addition to any other remedies it may have, all of which are reserved for Licensor, may either immediately terminate this Agreement or procure or provide alternate insurance coverage and charge Licensee the cost thereof, which amounts shall then be promptly paid by Licensee to Licensor. Copies of all required insurance policies shall be retained by Licensee until three (3) years after the expiration of the Term (including any extension) of this Agreement.

6.7 Each policy of insurance maintained pursuant to this Agreement shall be written to provide at least those coverages provided under standard forms therefor as have been approved the State of Connecticut's Insurance Commissioner. Each such policy also shall not be subject to cancellation unless notice is given to Licensor, in the manner set forth in Article 9 of this Agreement for providing Official Notice, at least thirty (30) days prior to the date of cancellation. All insurance certificates required to be provided to Licensor hereunder shall evidence the insurers' agreement to the foregoing on the face thereof.

6.8 All of Licensee's and its contractors' insurers shall be licensed to do business in the State of Connecticut and be rated A-(VIII) or better by the latest edition of A. M. Best's Rating Guide or, if such guide is no longer available, any generally recognized replacement therefor. All insurance required hereunder (other than errors and omissions coverages) shall be written on "occurrence" basis (as opposed to "claims made") basis.

6.9 Licensee and its contractors shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles. None of Licensee's or its contractors' insurers shall have any right of subrogation or recovery against Licensor or any of the other Indemnified Parties, all of which rights are hereby waived by Licensee. All insurance maintained by Licensee and its contractors shall be primary and noncontributory and shall not be in excess of any other insurance.

6.10 Nothing herein shall preclude any party from procuring and maintaining, at such party's sole cost and expense, such additional insurance coverage as such party deems desirable or appropriate, provided, however, that all liability insurance maintained by Licensee or its

contractors which covers the License Area and/or any work to be performed under this Agreement shall name each of the Indemnified Parties as an additional insured. Any insurance maintained by the State shall be in excess of any and all insurance maintained by Licensee and/or its contractors and shall not contribute with it.

6.11 Licensee shall neither do nor allow its contractors to do anything (or fail to do anything) whereby any of the insurance required by the provisions of this Section 6 shall or may be invalidated in whole or in part. In the event that any of the contractors so acts (or fails to act), then Licensee shall promptly use commercially reasonable efforts to eliminate that condition.

6.12 Licensor reserves the right to update the required insurance coverage(s) and minimum coverage amounts set forth in Section 6.1 on each five (5) year anniversary of the Effective Date throughout the Term, by sending the updated requirements by Official Notice in accordance with Article 9 no later than thirty (30) days prior to the applicable five (5) year anniversary date. In such event, Licensee shall submit an updated certificate of insurance to Licensor no later than five (5) business days prior to such anniversary date, and failure to do so will be deemed an Event of Default. At any time, as applicable, if Licensee requests permission to conduct additional activities in the License Area in connection with its maintenance responsibilities (which request may be approved or denied by Licensor at its sole option, and which request may require an amendment to this Agreement), Licensor shall have the right to review and revise the insurance requirements applicable to Licensee and, as applicable, its contractors, as determined in its sole discretion, and to make adjustments to the types and amounts of, and terms pertaining to, insurance coverages required under this Article during the applicable periods of work, which Licensor will set forth in a writing approving the Licensee's request sent by Official Notice. Licensee shall secure and maintain any updated insurance coverages, as required by Licensor, and in accordance with any and all applicable sections of this Article 6.

6.13 Unless requested otherwise by Licensor, Licensee, its contractors and their insurers shall waive sovereign immunity as a defense and shall not use the defense of sovereign immunity in the adjustment of Claims or in the defense of any suit brought against them or any Indemnified Parties, unless, and then only if and when, approved in writing by Licensor, which approval may be withheld in its sole and absolute discretion. Licensee shall assume and pay all costs and billings for premiums, charges earned and payable under the required insurance.

6.14 The failure of Licensor, at any time or from time to time, to enforce the provisions of this Section 6 concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of Licensee to indemnify, defend and hold and save harmless Licensor and the Indemnified Parties. Likewise, the limits of coverage of any insurance purchased by Licensee or its contractors shall not in any way limit, reduce or restrict their obligations under any indemnification, defense, and save and hold harmless provisions stated in this Agreement or other contracts.

6.15 Licensee shall assume and pay all costs and billings for premiums and audit charges earned and payable under all insurance that is maintained by it. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all Claims for damages, even if groundless.

6.16 The provisions of this Article 6, shall be incorporated and made a part of each contract or other agreement which Licensee enters into under or in connection with this Agreement or the License Area with any third party (which shall include a contractor, any person engaged to perform work on or at, or which is allowed to conduct business on or from or to otherwise use or occupy, any portion of the License Area) appropriately modified to reflect the relationship of the parties; providing, however, that all references to, and all rights and protections afforded to the State, as provided in these provisions, shall remain unchanged. If any contractor does not maintain and demonstrates that it cannot reasonably be expected to obtain, the levels or types of coverage required by this Article 6, Licensee may request the State to approve different levels and/or types of coverage for such contractor. The State may withhold its approval of any such request in its sole and absolute discretion. Additionally, no such approval shall be effective unless approved in writing by the Secretary of the State's Office of Policy and Management and the State's Director of Insurance and Risk Management.

6.17 The provisions of this Article 6 shall survive the expiration or earlier termination of this Agreement.

Article 7. No Assignment or Sublicensing.

7.1 Licensee shall not assign this Agreement in whole or in part.

7.2 Licensee shall not sublicense any portion of the License Area or allow access and use of the License area by anyone other than NDPS and Licensee's employees, vendors, and invitees as may be permitted pursuant to Section 5.1.

Article 8. Default.

8.1 For purposes of this Agreement, a failure to perform any covenant or condition of this Agreement on the part of Licensee to be performed or a breach of a representation or warranty by Licensee hereunder shall be deemed an "Event of Default".

8.2 Upon the occurrence of any Event of Default, Licensor shall give notice to Licensee specifying such default. Following its receipt of such notice, Licensee shall have thirty (30) days to cure the default specified in the notice ("Cure Period"); provided, however, that if such default is reasonably susceptible of cure but not within such thirty (30) day period and Licensee shall commence such performance within such thirty (30) day period and shall thereafter diligently pursue such performance, then Licensor may extend the Cure Period for a reasonable period of time to allow Licensee to complete such performance, but such Cure Period shall not exceed sixty (60) days after receipt of such notice. If Licensee fails to cure the Event of Default within the Cure Period, this Agreement shall terminate effective immediately upon expiration of the Cure Period or later date as may be stated by Licensor in a Termination Notice.

8.3 Following the occurrence of an Event of Default, then, in addition to other rights provided herein, Licensor shall have all rights and remedies available at law or in equity.

Article 9. Official Notice.

9.1 Any Official Notice from one such Party to the other such Party, in order for such notice to be binding thereon, shall:

- (a) be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

- (i) when Licensor is to receive Official Notice:

Bureau of Public Transportation
Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111
Attn: Bureau Chief

AND

Rail Administrator
Connecticut Department of Transportation
Office of Rail
4 Brewery Street, 4th Floor
New Haven, Connecticut 06511

- (ii) when Licensee is to receive Official Notice-

Office of the Mayor
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

AND

Jim Travers
City of Norwalk
125 East Avenue
Norwalk, Connecticut 06851

- (b) be delivered to the address recited herein in person, by email with acknowledgement of receipt, by the U.S. Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the mailing standards of the U.S. Postal Service, as may be revised from time to time, or by recognized overnight courier (that provides confirmation of delivery); and
 - (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

9.2 The term “Official Notice” as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or Agreement in which this “Official Notice” specification is contained.

9.3 Nothing contained in this Article shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

Article 10. Approvals & Compliance with Applicable Law.

10.1 This Agreement shall become effective upon execution by both Parties and approval by the Secretary of the Office of Policy and Management and the Attorney General of the State of Connecticut (“Effective Date”).

10.2 Licensee shall comply with:

- (a) State, federal, and local law, regulations, and ordinances applicable with respect to its access and use of the License Area;
- (b) State of Connecticut Required Provisions attached as Exhibit B to this Agreement;
- (c) Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d-2000d-4), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR § 50.3), and the Title VI Contractor Assurances attached as Exhibit C to this Agreement; and
- (d) the Americans Disabilities Act of 1990 (“Act”), Public Law 101-336. Licensee represents that it is familiar with the terms of this Act. Failure of Licensee to satisfy this standard as the same applies to its use of the License Area during the term of the Agreement, will render the Agreement voidable at the option of Licensor upon Official Notice to Licensee. Licensee warrants that it will hold Licensor harmless and indemnify and defend Licensor from any liability which may be imposed upon Licensor as a result of any failure of Licensee to be in compliance with this Act, as the same applies to performance under this Agreement.

10.3 The failure of Licensor to require compliance with any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement,

shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

10.4 If any term or provision of this Agreement or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Agreement or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Agreement shall be valid and enforced to the fullest extent possible by applicable law.

Article 11. Electronic Signatures, Counterparts & Electronic Transmission.

11.1 This Agreement may be executed by electronic signatures and such electronic signatures shall be deemed to be the original signatures of the Parties.

11.2 This Agreement may be signed in counterpart copies, all of which taken together shall constitute but one and the same document and single binding agreement. The Parties agree that executed counterparts may be transmitted by electronic means and that such counterparts shall be treated as originally executed instruments.

[Signature page immediately follows.]

The Parties hereto have executed this Agreement by their duly authorized representatives on the date set forth below.

LICENSOR:

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
Garrett Eucalitto, Commissioner

Name: _____
Benjamin T. Limmer
Bureau Chief

Date: _____

LICENSEE:

CITY OF NORWALK

Name: _____
Harry Rilling
Mayor

Date: _____

Approved:
OFFICE OF POLICY AND MANAGEMENT:

By: _____
Paul Hinsch
Policy Director

Date signed: _____

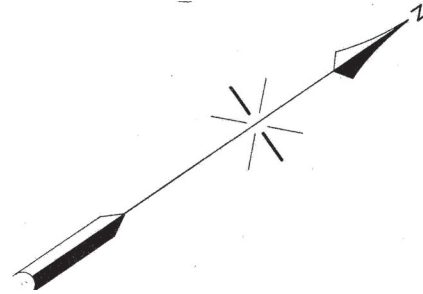
Approved:
WILLIAM TONG, ATTORNEY GENERAL

Jeffrey Zeman
Assistant Attorney General

EXHIBIT A

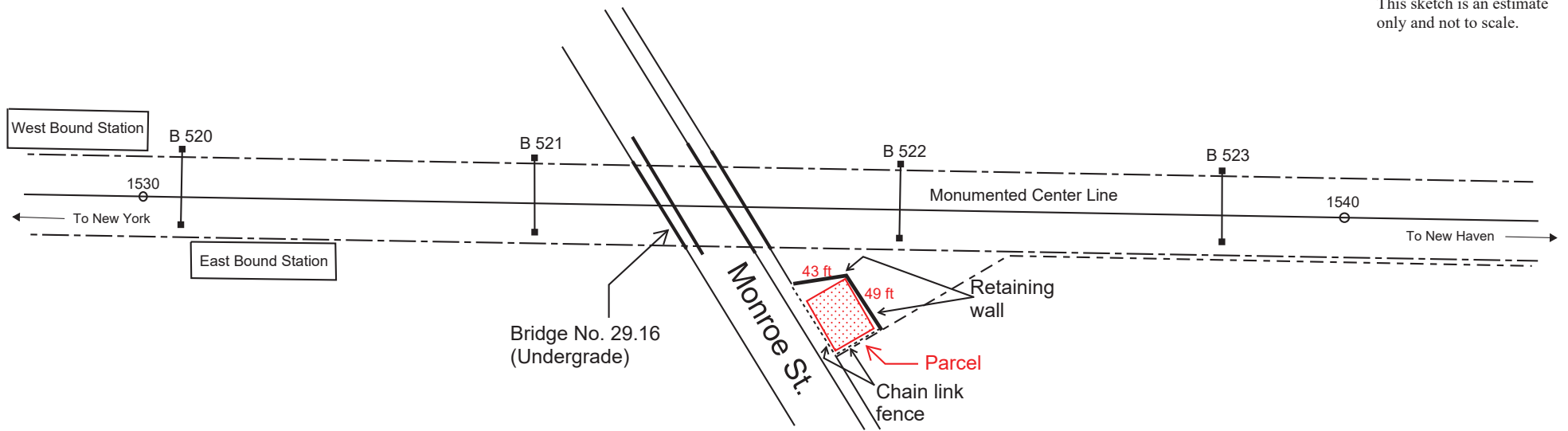
License Area
(See attached)

EXHIBIT A



This sketch is compiled from other maps, deeds, and/or other sources of information; it is not to be construed as having been prepared from an accurate survey and is subject to changes that an accurate survey may disclose.

This sketch is an estimate only and not to scale.



R.R Property Line: - - - - -

License Area:

Drawn by: Corey Palmer Date: 06/24/2024
 Checked by: Kevin Waugh Date: 09/18/2024

TOWN NO. (102)
 PROJECT NO. 7001
 SERIAL NO. MISC-1667
 SHEET NO. 1 OF 1

City of South Norwalk
 Sketch Showing Land Licensed To
 City of Norwalk
 By
The State of Connecticut
 Valuation Map 53.61-30

Scale 1"=100

June 2024

Bureau of Public Transportation - Office of Rail Operations

EXHIBIT B

State of Connecticut Required Provisions

For the purposes of this document, references to “contract” or “Contract” mean this Agreement, references to “contractor” or “Contractor” mean Licensee, and references to “Contractor Parties” mean Licensee Parties.

1. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

2. Access to Contract and State Data. (Not Applicable to Municipalities) The Contractor shall provide to CTDOT access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and CTDOT that are in the possession or control of the Contractor upon demand and shall provide the data to CTDOT in a format prescribed by CTDOT and the State Auditors of Public Accounts at no additional cost.

3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

4. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use

counsel reasonably acceptable to CTDOT in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the Indemnified Parties harmless from any liability arising due to the negligence of the Indemnified Parties or any third party acting under the direct control or supervision of the Indemnified Parties.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the Indemnified Parties caused by the Acts of the Contractor or any Contractor Parties. CTDOT shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where one or more of the Indemnified Parties is/are alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the Indemnified Parties as additional insureds on the policy and shall provide a copy of the policy to CTDOT prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to CTDOT. CTDOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

5. Sovereign Immunity. The parties acknowledge and agree that nothing in the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

6. Audit and Inspection of Plants, Places of Business and Records. (Not Applicable to Municipalities)

- (1) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (2) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (3) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (4) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's setoff provision.
- (5) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (6) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (7) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

7. Campaign Contribution Restriction. (Not Applicable to Municipalities) For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

8. Executive Orders and Other Enactments.

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or CTDOT's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and

services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

9. Nondiscrimination. (Not Applicable to Municipalities)

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal

government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, status as victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by either (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract; or (3) initialing this nondiscrimination affirmation. _____

10. Iran Investment Energy Certification. (Not Applicable to Municipalities)

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in

the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

11. Large State Contract Representation for Contractor. (Not Applicable to Municipalities)

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

12. Large State Contract Representation for Official or Employee of State Agency. (Not Applicable to Municipalities)

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

13. Compliance with Consumer Data Privacy and Online Monitoring.

Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

EXHIBIT C

Title VI Contractor Assurances

For the purposes of this Exhibit, “Acts” means Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252); and “Regulations” mean collectively 49 C.F.R. Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964) and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

- A. Licensee/Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (and in the case of a Lease Agreement, agrees that as a covenant running with the land):
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this License/Lease Agreement for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Licensee/Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
 2. No person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Licensee/Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in these Title VI Contractor Assurances.
- B. With respect to the License/Lease Agreement, in the event of breach of any of the above non-discrimination covenants in section A, Licenser/Lessor/CTDOT will have the right to terminate the License/Lease Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the License/Lease Agreement had never been made or issued.



CITY OF NORWALK
Sabrina Godeski
Director of Business Development & Tourism
sgodeski@norwalkct.gov
P: 203-854-7948
Norwalk City Hall
125 East Avenue, Room 122
Norwalk, CT 06851

TO: Economic and Community Development Committee

FROM: Sabrina Godeski, Director of Business Development & Tourism

DATE: November 27, 2024

RE: Arts and Cultural District Plan Consultant Selection

Overview:

This memo is intended to provide a comprehensive update on the selection of a consultant to develop an Arts and Culture Plan for the City of Norwalk, outline the critical role this plan will play in shaping the future of Norwalk’s cultural landscape, and seek authorization for the next steps in the process.

The Arts and Culture Plan will act as a strategic blueprint for enhancing the city’s creative identity, supporting local artists and organizations, and fostering inclusive community engagement. It will address state requirements associated with Norwalk’s designation as an arts and cultural district and position the city to secure funding opportunities, apply for grants, and maximize financial and cultural resources. The plan will also identify opportunities for new art installations, special events, and programs that reflect the unique diversity of Norwalk, helping to build a vibrant, sustainable cultural ecosystem that benefits residents, visitors, and businesses alike.

This memo seeks to highlight the critical milestones achieved thus far, emphasize the importance of collaboration with Cultural Planning Group, and outline the authorization needed to formalize the engagement with the selected consultant.

Background:

Norwalk’s designation as an arts and cultural district has opened new opportunities to enhance the city’s creative identity and leverage cultural assets to drive economic growth. Developing a comprehensive Arts and Culture Plan is required by the State of Connecticut as part of our arts and cultural district designation. The plan will serve as a critical tool for applying for grants, securing funding opportunities, and guiding future investments in Norwalk’s arts and cultural community.

In addition to addressing funding opportunities, the plan will propose strategies for new art installations, special events, and programs that reflect the city’s rich diversity and vibrant creative community. These initiatives will support local artists, organizations, and businesses while enhancing the city’s appeal as a cultural destination.

Consultant Selection:

Following the issuance of a Request for Proposals (RFP), we are pleased to announce the selection of Cultural Planning Group (CPG) as the consultant for this project.

Selection Process

- The RFP attracted multiple qualified proposals, all of which were evaluated based on criteria such as experience, methodology, community engagement approach, and budget.
- A selection panel comprised of the Executive Director of the Fairfield County Cultural Alliance, members of the Norwalk Arts and Cultural Commission, and staff from the Business Development & Tourism Department reviewed the proposals.
- After a rigorous review and interview process, Cultural Planning Group emerged as the most qualified and experienced firm, with a proven track record in creating arts and culture plans for municipalities.

Next Steps:

1. Project Kickoff: Cultural Planning Group will begin their work with a kickoff meeting in early December, which will include city leadership, the Arts Commission, and other key stakeholders.
2. Community Engagement: CPG will implement a robust community engagement process, including public workshops, stakeholder interviews, and surveys to ensure the plan reflects the needs and aspirations of Norwalk's diverse population.
3. Plan Development and Timeline: The project will follow a detailed timeline, with key milestones including:
 - Data collection and asset mapping
 - Drafting actionable recommendations
 - Present the final Arts and Culture Plan
4. Ongoing Updates: Regular updates will be provided to the Economic and Community Development Committee throughout the planning process.

Conclusion:

The selection of Cultural Planning Group marks an exciting step forward in enhancing Norwalk's arts and cultural landscape. Their expertise and collaborative approach will ensure the creation of a dynamic, actionable plan that aligns with state requirements and our city's vision and priorities.

We look forward to working with the Committee and the community to bring this initiative to life.

ACTION: Authorize Mayor Harry W. Rilling to execute a contract with Cultural Planning Group in an amount not to exceed one hundred thousand dollars (\$100,000) to complete the Arts and Cultural Plan.

ACCT: 140000-5796-ACMF2

CITY OF NORWALK PURCHASING DEPARTMENT



**SEALED RFPs MUST BE RECEIVED BY THE OFFICE OF THE PURCHASING AGENT, 125 EAST AVENUE NORWALK, CT 06851
BY THE DATE AND TIME OF RFP OPENING**

PROJECT NUMBER:	4386
REQUESTING DEPARTMENT:	Business Development and Tourism
DATE OF RFP ISSUANCE:	10/3/2024
TITLE OF RFP:	Arts and Culture Plan
RFI/QUESTION DEADLINE:	2:00PM 10/18/2024
ELECTRONIC SUBMISSION DEADLINE:	2:00PM 10/29/2024
HARD COPY SUBMISSION DEADLINE:	N/A
MANDATORY WALKTHROUGH:	YES () NO (X)
DATE, TIME, AND LOCATION OF WALKTHROUGH	N/A
TIME/DATE OF RFP OPENING:	2:00 PM 10/29/2024
RFP DEPOSIT REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: PERFORMANCE & PAYMENT BOND REQUIRED: IF YES, AMOUNT REQUIRED	YES () NO (X)
SUCCESSFUL BIDDERS ONLY: MAINTENANCE BOND REQUIRED:	YES () NO (X)

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

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

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

CITY OF NORWALK
PURCHASING DEPARTMENT
NOTICE TO BIDDERS

1. ALL RFPs WILL BE OPENED PROMPTLY AT THE ADVERTISED TIME OF OPENING. THERE WILL BE NO DELAYS OR POSTPONEMENTS WHICH ARE NOT PUBLICLY ADVERTISED. ANY RFP RECEIVED AFTER THE ADVERTISED TIME OF OPENING WILL NOT BE ACCEPTED.
2. OBLIGATION OF BIDDERS:
 - a. AT THE TIME OF OPENING RFPs, EACH BIDDER SHALL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE MADE THEMSELVES THOROUGHLY FAMILIAR WITH THE PLANS AND CONTRACT DOCUMENTS, INCLUDING ALL ADDENDA. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO THEIR RFP.
 - b. EACH BIDDER MUST FULLY INFORM THEMSELVES OF THE CONDITIONS RELATING TO THE WORK WHICH WILL BE PERFORMED. FAILURE TO DO SO WILL NOT RELIEVE THE SUCCESSFUL BIDDER OF THEIR OBLIGATION TO FURNISH ALL LABOR AND MATERIALS NECESSARY TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS AND TO COMPLETE THE CONTEMPLATED WORK. IN AS MUCH AS POSSIBLE, THE CONTRACTOR MUST, IN CARRYING OUT THEIR WORK, EMPLOY SUCH MEANS AND METHODS AS WILL NOT CAUSE ANY INTERRUPTIONS OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
3. TIME IS OF THE ESSENCE (IF APPLICABLE):
 - a. IF THE PROJECT IS NOT COMPLETED BY THE DATE SPECIFIED AS THE SUBSTANTIAL COMPLETION DATE IN THE CONTRACT ENTERED INTO BY THE CITY AND THE CONTRACTOR, THE CONTRACTOR WILL BE SUBJECT TO CONSEQUENTIAL AND/OR LIQUIDATED DAMAGES.

CITY OF NORWALK

PURCHASING DEPARTMENT

GENERAL INFORMATION

1. INTRODUCTION

The City of Norwalk, Connecticut, is seeking proposals from qualified consultants or firms to develop a comprehensive Arts and Cultural Plan. The requirements of this project are outlined in greater detail under Section 2 Scope of Work/Project Specifications.

2. RFP DOCUMENTS

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

3. ADDENDA

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

4. BIDDER'S LIST

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

5. QUESTIONS CONCERNING THIS RFP

All questions concerning this solicitation must be directed, via e-mail, to Sharon Connors, Purchasing Agent at sconnors@norwalkct.gov. Please include the Project Number and Project Title in the subject line. The deadline for the submission of questions is 2:00 pm, October 18, 2024.

6. SUBMISSION OF RFP

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

All sealed electronic submissions must be submitted in Bonfire no later than October 29, 2024, at 2:00PM.

7. SUMMARIES

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

CITY OF NORWALK

PURCHASING DEPARTMENT

SPECIAL NOTES:

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

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

Participant Code: 968 704

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

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

Proposer's Name

Street Address

City	State	Zip

Business Telephone:

Email Address:

Printed Name and Title of Individual Submitting Proposal

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

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

[illegible]

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

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

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

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

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

A. PROPOSED FEES

Total Lump Sum Fee	\$
Total Lump Sum Fee in Writing	

B. CERTIFICATION

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

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

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

CITY OF NORWALK

PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

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

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

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

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK

CITY OF NORWALK

PURCHASING DEPARTMENT

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

CITY OF NORWALK PURCHASING DEPARTMENT

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

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

All information should be supported with appropriate audited financials

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

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

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

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

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

CITY OF NORWALK

PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

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

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

1.4 INSURANCE

Insurance Agency Name:	Tel:
Agency Address:	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

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

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

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

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

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

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

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

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

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

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

14. Information Security

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

15. Risk Management

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

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

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

SECTION 2 – SCOPE OF WORK / PROJECT SPECIFICATIONS

2.1 Introduction

The City of Norwalk, Connecticut, is seeking proposals from qualified consultants or firms to develop a comprehensive Arts and Cultural Plan. This plan will guide the city in enhancing its arts and cultural offerings, fostering community engagement, and promoting Norwalk as a vibrant cultural destination.

2.2 Background

Norwalk is a diverse and dynamic city with a rich cultural heritage and a thriving arts community. The City recognizes the importance of arts and culture in enhancing the quality of life for its residents, supporting economic development, and promoting social cohesion. Norwalk has a state-designated arts and cultural district that overlays its downtown areas, which will be the primary focus of this Arts and Cultural Plan.

2.3 Project Goals

The goals of the Arts and Cultural Plan include, but are not limited to:

- Assessing the current state of arts and culture in Norwalk
- Identifying opportunities for growth and development
- Engaging a wide range of stakeholders, including artists, cultural organizations, businesses, and residents
- Recommending strategies to enhance arts education, accessibility, and inclusivity
- Promoting public art and integrating arts into community planning and development
- Establishing metrics for evaluating progress and success
- Suggesting ways to raise funds for the arts and cultural district
- Prioritizing the distribution of those funds to maximize impact

2.4 Scope of Services

The selected consultant or firm will be responsible for the following tasks:

1. Community Engagement and Outreach

- Conducting interviews, focus groups, and surveys with stakeholders
- Hosting public workshops and forums to gather input and feedback

2. Assessment and Analysis

- Evaluating existing arts and cultural assets and resources
- Conducting a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats)
- Benchmarking against comparable cities

3. Plan Development

- Developing a vision, goals, and objectives for the Arts and Cultural Plan
- Identifying priority areas, strategic initiatives, and policy suggestions
- Suggesting strategies for fundraising and revenue generation
- Creating a framework for prioritizing the distribution of funds
- Creating an implementation plan with timelines, responsibilities, and resource requirements

4. Reporting and Presentation

- Preparing draft and final reports
- Presenting findings and recommendations to city officials and stakeholders

5. Deliverables

- A comprehensive Arts and Cultural Plan document
- Executive summary and presentation materials
- Engagement and outreach materials and summaries
- A final report including recommendations, implementation strategies, fundraising suggestions, and a fund distribution framework

2.5 Minimum Qualifications

Firms or consultants submitting a proposal must meet the following minimum qualifications:

- Relevant Experience
 - At least five (5) years of experience in developing arts and cultural plans for municipalities or comparable organizations.
- Demonstrated Success
 - Proven track record of successfully completing similar projects, with a focus on community engagement, public art, and cultural development.
- Team Expertise
 - A multidisciplinary team with expertise in arts administration, urban planning, community engagement, and fundraising strategies.
- Financial Management and Fundraising Expertise
 - Experience in developing strategies for raising funds for arts and cultural initiatives and advising on the allocation and prioritization of resources.
- References
 - A minimum of three (3) references from previous clients for whom similar plans have been developed.
- Familiarity with Norwalk and/or Comparable Cities
 - Knowledge of Norwalk's cultural landscape or experience working in cities with similar demographics, arts, and cultural ecosystems.

2.6 Funding Source

This project may be funded from ARPA funds. As a result of the ARPA funding source, the selected vendor will have to obtain an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.

2.7 Proposal Submission Format

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

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

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

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

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

1. Cover Letter: Introduce the consulting team and summarize the proposal.
2. Company Profile: Description of the firm, including relevant experience and qualifications.
3. Project Understanding and Approach: Outline the understanding of the project and approach to be taken.
4. Team Composition: Bios and roles of key team members.
5. Work Plan and Timeline: Detailed work plan with phases, tasks, and timelines.
6. Budget: Itemized budget including fees, expenses, and any additional costs.
7. References: Contact information for at least three (3) references from similar projects.
8. Relevant Past Projects: Examples of similar Arts and Cultural Plans completed by the firm, including project descriptions, outcomes, and client contact information.

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

2.8 Selection Process

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

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

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

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

The anticipated selection schedule is as follows:

RFP Interviews	November 18-22, 2024
Common Council Committee Review	December 2024
Common Council Review	December 2024

2.9 Criteria for Evaluating Proposal Submissions

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

Criteria	Weight
Relevant Experience and Qualifications Demonstrated experience in developing arts and cultural plans for municipalities or similar entities, with proven success in creating actionable, impactful strategies.	30%
Project Understanding and Approach The quality and feasibility of the proposed approach and methodology, including how well the consultant understands Norwalk's cultural landscape and the specific needs of the designated arts and cultural district.	25%
Qualifications and Experience of the Project Team The expertise and relevant experience of key team members, particularly in arts administration, urban planning, fundraising strategies, and community engagement	15%
Work Plan and Timeline Clarity and detail in the proposed work plan, including realistic timelines for project phases, tasks, and key deliverables.	15%
Proposed Budget and Cost-Effectiveness The cost-effectiveness of the proposal, including a well-justified budget that aligns with the scope of work.	10%

Criteria	Weight
References and Past Performance Feedback from past clients regarding the quality of work, ability to meet deadlines, and overall performance in similar projects.	5%
Total Possible Points	100

2.10 Prime Proposer Responsibility

Firm's submitting proposals to this RFP may utilize the services of subcontractors. If subcontractors are planned to be used, this should be clearly explained in the proposal. The prime proposer will be responsible for the entire contract performance whether or not subcontractor is to perform.

All corporate information required in this RFP must be included for each proposed subcontractor. The proposal must also include copies of any agreements to be executed between the prime proposer and any subcontractors in the event of contract award. Under this RFP, the City of Norwalk retains the right to approve all subcontractors.

2.11 Key Personnel

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

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

2.12 Availability of Funds

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

2.13 Payment & Invoices

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

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

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

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

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

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

2.15 Negotiated changes

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

2.16 Contract Agreement(s) and Contract Period(s)

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

2.17 Right of Set-Off

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

2.18 Duration of Proposals

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

2.19 Acceptance of RFP Content

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

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

This RFP is not an offer: Neither this RFP nor any subsequent discussions shall give rise to any commitment on the part of the City of Norwalk or confer any rights on any proposer unless and until a

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

2.20 Insurance Coverage Requirements

PROFESSIONAL SERVICES INSURANCE RIDER

As a provider of Professional Services, the Consultant shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

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

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

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

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

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

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

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

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

policy renewal.

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

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

2.21 ARPA Rider

EXHIBIT

ARPA Rider Water/Sewer Infrastructure Contracts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

Statement 3: The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Statement 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31,

U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

The Contractor certifies or affirms the truthfulness and accuracy of each statements of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor Name:

By: _____
Name: _____
Its _____, duly authorized

Dated: _____

11.0. Procurements of Recovered Materials. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12.0. Prohibiting Contracting for Covered Telecommunication s Equipment or Services. The Contractor, during the performance of this Contract, shall comply with Title 2 C.F.R. § 200.16, and required all its lower tier subcontractor to comply with the same.

13.0. Domestic Preferences for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in

the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

II. U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS. The Contractor's performance of this Contract shall be in compliance with the provisions of the City's Coronavirus State and Local Fiscal Recovery Fund "Award Terms and Conditions," a copy of which are attached hereto as Exhibit __-__, which the City is subject to in connection with the use of the federal funds which fund this Contract. Without limitation the generality of the foregoing, the Contractor agrees as follows:

1.0. Use of Funds.

(1) Contractor understands and agrees that the payments made under this Contract may only be used in compliance with section 603(c) of the Social Security Act (the "Act"), U.S. Department of the Treasury's ("Treasury") regulations implementing that section, and guidance issued by U.S. Treasury regarding the foregoing.

(2) Contractor will determine prior to engaging in any project or activity under this Contract that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2.0. Reporting. The City is obligated to comply with any reporting obligations established by Treasury as they relate to the Awarded Funds, and as such, the Contractor shall cooperate with the City in connection therewith as it is pertinent to the services rendered and/or work performed by the Contractor under this Contract.

3.0. Maintenance of and Access to Records.

(1) The City is obligated to maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing, and as such, the Contractor shall maintain records and financial documents pertinent to the Services rendered and/or Work performed under this Contract.

(2) The City, Treasury Office of Inspector General and the Government Accountability Office, or their

authorized representatives, shall have the right of access to records and documents (electronic and otherwise) required to be maintained herein in order to conduct audits or other investigations.

(3) Records and documents required to be maintained herein shall be maintained through December 31, 2031.

4.0. Conflicts of Interest. Contractor shall maintain a conflict of interest policy consistent with Title 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity for which payment is made to the Contractor pursuant to this Contract. The Contractor must disclose in writing to U.S. Department of the Treasury or City, as appropriate, any potential conflict of interest affecting the Awarded Funds in accordance with Title 2 C.F.R. § 200.112.

5.0 Compliance with Applicable Law and Regulations.

(1) Contractor shall comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act (and guidance issued by Treasury regarding the foregoing), and all other applicable federal statutes, regulations, and executive orders in the performance of this Contract. Contractor shall further require its subcontractors agree to comply with said laws in any agreement it enters into with a subcontractor in connection with the Contractor's performance of this Contract.

(2) Federal regulations applicable to the federal funds which fund this Contract are as follows:

(i) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the federal funds which fund this Contract and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Contract;

(ii) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

(iii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

(iv) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the Awarded Funds is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19;

(v) Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;

(vi) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

(vii) New Restrictions on Lobbying, 31 C.F.R. Part 21;

(viii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations; and

(ix) Generally applicable federal environmental laws and regulations.

(3) Statutes and regulations prohibiting discrimination applicable to the federal funds which fund this Contract are as follows:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

(iv) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6.0. Remedial Actions. In the event of the Contractor's noncompliance with Section 603 of the Act, other

applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, the Treasury and the City shall have such remedies against the Contractor as the Treasury has against the City, including, but not limited to, remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of Section 603(c) of the Act regarding the use of funds, payments made to the Contractor shall be subject to recoupment as provided in Section 603(e) of the Act.

7.0. Hatch Act. Contractor agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

8.0. False Statements. Contractor understands that making false statements or claims in connection with the federal funds which fund this Contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

9.0. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

10.0. Debts Owed the Federal Government.

(1) Any federal funds which fund this Contract (i) in excess of the amount to which City is finally determined to be authorized to retain under the terms of the Awarded Funds; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Section 603(e) of the Act and have not been repaid by Contractor, shall constitute a debt to the federal government.

(2) Any debts determined to be owed the federal government must be paid promptly by the Contractor. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Contractor knowingly or improperly retains funds that are a debt as defined in

paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

11.0. Disclaimer.

(1) The United States expressly disclaims any and all responsibility or liability to Contractor or third persons for the actions of Contractor or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the Services rendered and/or Work performed pursuant to the Contract, or any subcontract.

(2) This Contract does not in any way establish an agency relationship between the United States and Contractor.

12.0. Protections for Whistleblowers.

(1) In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: .

The list of persons and entities referenced in the paragraph above includes the following: (i) A member of Congress or a representative of a committee of Congress; (ii) An Inspector General; (iii) The Government Accountability Office; (iv) A Treasury employee responsible for contract or grant oversight or management; (v) An authorized official of the Department of Justice or other law enforcement agency; (vi) A court or grand jury; or (vii) A management official or other employee of Contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(3) Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

13.0. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs

for their employees when operating company-owned, rented or personally owned vehicles.

14.0. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and should establish workplace safety policies to decrease accidents caused by distracted drivers.

III. TITLE VI ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS. As a condition of receipt of the federal funds, the Contractor acknowledges, understands and agrees to the following:

(1) Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). Contractor understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Contractor shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Contractor's programs, services, and activities.

(3) Contractor agrees to consider the need for language services for LEP persons when contractor develops applicable budgets and conducts programs, services, and activities. As a resource, the Department

of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>. OMB Approved No. 1505-0271 Expiration Date: November 30, 2021.

(4) Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon contractor and contractor's successors, transferees, and assignees for the period in which such assistance is provided.

(5) Contractor acknowledges and agrees that it must require any of its subcontractors, successors, transferees, and assignees to comply with assurances (1) through (4) above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the contractor's subcontractors, successors, transferees, and assignees: *The subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

IV. OTHER MISCELLANEOUS FEDERALLY FUNDED CONTRACT TERMS AND CONDITIONS. During the course of performing this Contract, the Contractor agrees to the following:

1.0. SAM.gov Registration. In addition to any other requirements for payment on services rendered and/or work performed under this Contract, the Contractor shall provide the City with proof of a valid SAM.gov Registration prior to submitting a payment requisition request under this Contract.

2.0. Contracting with Small and Minority Business, Women's Business Enterprise, and Labor Surplus Area Firm. The Contractor and all lower tier subcontractors shall take all necessary affirmative

steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include: (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.0. Access to Records. The Contractor agrees to provide City, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the administrator for the applicable federal agency or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

4.0. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

5.0. U.S. Department of Treasury, Compliance and Reporting Guidance. To the extent not already covered elsewhere herein and applicable to the contractor under the circumstances of this Contract, Contractor's performance of this Contract shall be in compliance with the provisions of Compliance and Reporting Guidance, February 28, 2022, Ver. 3.0 issued by the U.S. Department of the Treasury, copy of which may be found at the following link: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

2.22 Sample Contract

SAMPLE CONTRACT

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

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

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

WITNESSETH:

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

WHEREAS, the City desires to retain the services of the Contractor based on the Contractor's representations that it is qualified and capable of performing the needed services in a professional and timely manner and in accordance with the goals and requirements of the Project;

WHEREAS, Contractor has agreed to perform the services described herein for the compensation and in compliance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. ENGAGEMENT OF Contractor

A. Based on the representations of the Contractor set out in its proposal dated «ProposedDate», a copy of which is annexed hereto and incorporated herein as **Exhibit**

2, the City hereby retains the Contractor to perform the services described herein in accordance with the terms and conditions and for the consideration set out in this Agreement.

B. The person in charge of administering this Agreement on behalf of the City shall be «DepartmentHead», Department of «Department», or such other person as may be designated in writing.

C. The person responsible for the services to be performed by the Contractor hereunder shall be «VendorAuthorizer», «VendorAuthorizerTitle».

2. **SERVICES TO BE PERFORMED**

A. The scope and details of the Services to be performed by the Contractor and the specifications to which such Services should conform are described in the City's Bid Invitation dated _____, a copy of which annexed hereto and incorporated herein as **Exhibits 1**. The Contractor shall perform such Services as may be required by the Director in a professional and timely manner in accordance with the terms and requirements of this Agreement, in order to meet the City's needs. Services will be requested on an as needed basis with no minimum or maximum scope.

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

C. In performing the Services and otherwise meeting its duties and obligations hereunder, Contractor shall ensure that its employees and subcontractors observe high standards of professional and business ethics observed by like professionals in the same or similar business, including, but not limited to, following the requirements, rules and regulations of the City, acting with integrity, and creating a workplace atmosphere free of discrimination and harassment.

D. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be valid only when incorporated in written amendments signed by both parties to this Agreement.

3. **COMPENSATION**

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

of the Contractor's bid.

B. The compensation provided under this Agreement constitutes full and complete payment for all costs and expenses assumed by the Contractor in performing this Agreement including but not limited to labor, materials, product, tools and machinery, salaries, meetings, and all similar expenses. No costs in excess of this stated amount shall be paid or reimbursed by the City without specific prior written approval of the Director.

C. Payments to the Contractor under this Agreement shall be made by the City on approval of payment requisitions certified by the Contractor and submitted not more often than once a week. Each requisition shall be in a form acceptable to the City and shall set forth the hours of work performed and the tasks completed. The City may, prior to making any payment under this Agreement, require the Contractor to submit to it such additional information and/or documentation as it may deem necessary.

D. The acceptance by the Contractor, its successors or assigns, of any payment made on the final requisition under this Agreement, or of any final payment due on termination of this Agreement, shall constitute a full and complete release of the City from any and all claims, demands and causes of action whatsoever which the Contractor, its successors or assigns have or may have against the City under the provisions of this Agreement.

4. **TIME PROVISIONS**

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

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

5. **TERMINATION AND SUSPENSION**

The City may at any time and for any reason, with or without cause, terminate this Agreement by written notice specifying the termination date, which shall be not less than fifteen (15) days from the date such notice is given. In the event of such termination, the Contractor's Services shall be paid for in such amount as shall compensate the Contractor for the Services satisfactorily completed prior to termination. Such amount shall be fixed by the City after consultation with the Contractor, and shall be subject to audit by the City's Comptroller. Termination under this section shall not give rise to any claim against the City for damages or for compensation in addition to that provided hereunder.

6. **INSURANCE AND INDEMNIFICATION**

The Contractor agrees to obtain at its own cost and expense all insurance required

by the attached Insurance Rider and to keep the same in continuous effect for a period of two (2) years following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing performance of its Services hereunder, the Contractor shall furnish the City's Corporation Counsel a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Norwalk as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least thirty (30) days prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

The Contractor shall indemnify, defend and save harmless the City, its officers, agents and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs or damages, including attorneys' fees, on account of any injury or damage to or destruction of property, or any loss, cost, expense or other aggravement, which is due, related to or in any way connected with the negligent, willful or wanton performance of this Agreement by the Contractor, its employees, representatives, agents, or subcontractors. This provision shall include all losses, costs, and damages which the City may suffer as a result of a defect in any plan, drawing, design, or specification prepared, acquired, or used by the Contractor, or as a result of any negligent supervision of its services by the Contractor. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, and proceedings. The provisions of this section shall survive the expiration or early termination of this Agreement; shall be separate and independent of any term or requirement hereof; and shall not be limited by reason of any insurance coverage.

7. GENERAL PROVISIONS

A. By this Agreement the City intends to secure the professional services of qualified, experienced employees of the Contractor. Failure of the Contractor for any reason to make a sufficient number of such employees available to the City to the extent necessary to perform the services required in a skillful, professional and prompt manner shall be cause for termination of this Agreement.

B. This Agreement, being intended to secure the Services of the Contractor, shall not be assigned, delegated, transferred or subcontracted in any manner or to any extent without the prior consent of the City in writing.

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

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

(2) A meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its

agents, servants or employees, or the Contractor's breach of any provision of this Agreement; then the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss, expense or damage and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

D. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may be made against the City.

E. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Norwalk; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement. The Contractor further covenants that he has no prior personal or business relationship with the City's architect, general contractor, or their consultants, subcontractors, agents, or employees.

F. This Agreement shall be construed in accordance with the laws of the State of Connecticut, and any action or suit at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District Stamford/Norwalk.

G. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Agreement or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the work embraced by this Agreement.

H. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination against any employee or applicant for employment because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved.

I. This Agreement incorporates all the understandings of the parties hereto and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written.

J. The City and the Contractor each binds itself and its successors and assigns

to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall transfer any interest in this Agreement without the prior written approval of the City.

K. The products of the services performed under this Agreement shall become and remain the property of the City. This shall include all partially completed services in the event that the Agreement is terminated before completion of its term for any reason.

L. If any provision of this Agreement is held invalid, the balance of the provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

M. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

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

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

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

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or three (3) days following the date when they are sent by registered mail with proper postage.

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

O. The Contractor represents to the City as follows:

i) That the Contractor is a legally existing corporation under the laws of its respective states of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the

protection of creditors or debtors;

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

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

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

Dated at Norwalk, Connecticut, the day and year first above written, and executed in two (2) counterparts.

Signed, Sealed and Delivered
in the Presence of:

Witnesses' signatures:

CITY OF NORWALK

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

Date signed: _____

Witnesses' signatures:

«VendorName»

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

Date signed: _____

APPROVED AS TO FORM:
OFFICE OF CORPORATION COUNSEL

By: _____

APPROVED AS TO
AVAILABILITY OF FUNDS:

By: _____
Comptroller

Date: _____

INSURANCE RIDER

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

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

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

Minimum Scope and Limits of Insurance:

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

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

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

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

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and One Million Dollars (\$1,000,000) aggregate limit per occurrence. If the insurance is provided with a combination of excess pollution liability policies, the policy shall be written on a follow form coverage wording to its underlying Schedule of insurance.

Errors and Omissions/Professional Liability: With respect to any damage caused by a negligent act, error, or omission of the Architect, the Architect shall carry minimum One

Million Dollars (\$1,000,000) coverage per claim and in the aggregate. With respect to any damage caused by a negligent act, error, or omission of the Architect's subconsultants, the subconsultants shall carry minimum Two Million Dollars (\$2,000,000) coverage per claim and in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of twenty-four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for twenty-four (24) months following Project completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than twenty-four (24) months from the date of final completion of the Project.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or otherwise acceptable to the City.

Subcontractors: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the Work performed by the subcontractors. All Certificates of Insurance shall be provided to the City's Corporation Counsel as required herein.

Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

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

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

applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

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

Additional Insured: The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers' Compensation, if included, required for the performance of the Project shall include the City of Norwalk as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

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

Certificate of Insurance: As evidence of the insurance coverage required by this Agreement, the Contractor shall furnish Certificate(s) of Insurance to Corporation Counsel's Office prior to the Contractor's commencement of services under this Agreement. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to the City of Norwalk Corporation Counsel, 125 East Avenue, Room 237, P.O. Box 5125, Norwalk, Connecticut 06856-5125.

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

SECTION 3 GENERAL INFORMATION

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

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

SECTION 4
NOT APPLICABLE

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SECTION 5

LIVING WAGE ORDINANCE

GENERAL INFORMATION

Rev. 04232024

NOTE: SECTION 5 contains information concerning the City's Living Wage Ordinance. You are responsible for obtaining a copy prior to bidding. If you do not have a revision dated 04/23/2024 or later on file, you may download a copy of this Ordinance from the Terms and Conditions section of the City of Norwalk's website at <http://www.norwalkct.gov>

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

City of Norwalk, CT Proposal for Arts and Culture Planning

In response to RFP 4386

Submitted 10.29.24



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COVER LETTER

October 28, 2024

Sharon Conners
Purchasing Agent
City of Norwalk

Dear Ms. Conners:

On behalf of the Cultural Planning Group, LLC (CPG) we are pleased to submit this proposal to the City of Norwalk for consideration in response to RFP 4386 to facilitate and develop an arts and culture plan with a primary focus on the arts and culture district.

Our firm brings the requisite experience and expertise to this project. CPG has prepared more than 100 cultural plans and related projects; arts agency strategic plans; creative economy plans; public art plans; and arts studies in diverse cities and counties throughout the US. Included below are examples of plans in a range of communities.

CPG has also successfully completed cultural district projects: feasibility studies, business planning, and program design. Recently completed cultural district projects include a feasibility and business plan for a live arts district in downtown San Diego and design of a state-wide cultural districts program for the Oregon Arts Commission (similar to the CT Office of the Arts Cultural District program).

Martin Cohen, a Partner with CPG based in Philadelphia, would serve as the primary consultant for the project. David Plettner-Saunders, a CPG partner, would co-lead the project with Martin. David and Martin led the cultural districts projects for San Diego and the State of Oregon. They will be joined by Linda Flynn, Ph.D., a CPG Partner and Research Director who will lead research, data analysis, and community engagement.

On behalf of Cultural Planning Group, thank you for consideration of the following proposed approach to the scope of work and accompanying materials. Please let us know if we may provide any additional information or clarification for any element of this proposal. We look forward to the opportunity to work with you on this plan.



Martin D. Cohen Partner



The Promised Land, Lauren Clayton

COMPANY PROFILE

ABOUT CULTURAL PLANNING GROUP

We bring clarity and collaboration to the arts planning process, delivering a variety of services designed to connect communities to their unique sense of people and place.

It is more than expertise that defines the high level of success we achieve with our clients. When you choose CPG, you bring visionary values and collaboration to your planning project. We actively listen and learn with a deep commitment to uncover the vital creativity and culture of your community, culminating in a plan that is uniquely and powerfully about your place and people.

Our work is grounded in our belief that every community has the right to choose their own creative life.

Formed in 1998, CPG is an LLC with three partners and three associates. Our managing office is in San Diego, with partners and offices in Florida and Pennsylvania. Every project we undertake has the active participation of at least two partners and expert strategic alliances as required. This hands-on participation by the partners ensures effective project management and quality control resulting in successful project completion.

CPG partners have prepared more than 100 arts-related master plans for communities throughout the nation. We developed plans for diverse communities, ranging from rural towns to major metropolitan regions, and all in between: Washington DC, Houston, Boston, San Diego, Kansas City; Portland, Sacramento, Raleigh and Tempe; Laguna Beach, Healdsburg and Joshua Tree. We have developed cultural and arts district plans for Salt Lake City, Utah; San Diego, CA; the State of Oregon; and the State of California. Many of our cultural plans include recommendations for existing and new cultural districts.

Our practice is grounded in the real-world experience of deep community engagement — a hallmark of our work — and a thorough knowledge of the local arts community. Each community poses its own vision, politics, aspirations, history, and potential.

Others Plan. We Transform.

CPG enjoys a reputation built on trust, expertise, and insight.

OUR SERVICES

- CULTURAL PLANNING
- CREATIVE ECONOMY PLANNING
- PUBLIC ART MASTER PLANNING
- STRATEGIC PLANNING
- CULTURAL DISTRICT PLANNING
- CULTURAL TOURISM
- FEASIBILITY STUDIES
- CREATIVE PLACEMAKING
- SUPPORT FOR URBAN PLANNING

We are arts planners.

Our team has extensive work experience in arts and cultural planning, public art planning, civic engagement and administration, creative economy development, strategic planning, cultural tourism, urban planning, arts funding, and creative placemaking projects.

We prioritize advanced and inclusive planning.

Based on engagement and complementary research customized to each community and to each project. CPG's comprehensive planning process elicits a communitywide vision for arts planning and identifies resources, needs, opportunities and priorities.

We build relationships.

We have a track record of innovation and progressive arts planning. This means that we will develop a plan for Norwalk rooted in the context of the community. Our team has worked extensively for and with city and county government and have a record of repeat clients. We understand the realities of getting things done in the municipal context.

We love what we do.

We enjoy the process of dialogue with our clients and the community, and help create the conditions for success, creativity, and fun along the way. We continue to support the client relationship long after the plan is approved.



City of Norwalk, CT

RELEVANT EXPERIENCE

Our team has extensive successful experience in leading development of community cultural plans, arts and culture district plans, public art plans and creative economy plans in cities, counties, and regions throughout the US. Each project is based on extensive community engagement and quantitative research



City of San Diego, CA Art Initiative

All CPG Public Sector Clients 2017-2024

Arts Council of Fayetteville/Cumberland County NC
Collier County (Naples) FL
Contra Costa County (Bay Area) CA
Fulton County (Atlanta) GA
Los Angeles County (with AECOM)
Madison School District AZ
Salt Lake County UT
San Bernardino County CA
Santa Clara Valley Water District CA
St. Louis Regional Arts Commission MO
ArtsWave Cincinnati OH
California Arts Council
Centro San Antonio TX
City of Alexandria VA
City of Boston MA
City of Boulder CO
City of Cedar Rapids IA
City of Chandler AZ
City of Culver City CA (with Raimi + Assocs.)
City of East Point GA
City of Fort Lauderdale FL (with AECOM)
City of Greensboro NC
City of Healdsburg CA
City of Helena MT
City of Laguna Beach CA
City of Lauderhill FL
City of Naples FL
City of Oceanside CA
City of Petaluma CA (with Raimi + Assocs.)
City of Plano, TX
City of Raleigh NC
City of Rockville MD
City of Round Rock TX
City of Sacramento CA
City of Santa Ana CA
City of West Sacramento CA
City of San Diego CA
City of San Jose CA
City of Santa Clarita CA
City of Sunnyvale CA
City of Thousand Oaks CA (with Raimi + Assocs.)
City of Ventura CA (with Raimi + Assocs.)
Pinellas County, FL
Orange County, FL
Wake County, NC
Wichita Falls Arts Council TX
Washington State Department of Commerce
Windham Region VT

PROJECT UNDERSTANDING /APPROACH

The City of Norwalk seeks to develop an arts and culture master plan with a primary focus on development of the Arts District and to promote **Norwalk as a vibrant cultural destination**. The planning process will result in a plan that builds on research and assessment, focusing on the arts, culture and creative economy assets in Norwalk.

This plan is an opportunity for the City of Norwalk to review the current state of arts and culture – what are the existing arts and cultural assets; what are the strengths and challenges in the arts, culture and creative community – and to develop a strategic, sustainable path for the City in its support of arts and culture for the next several years.

Goals for this planning process include:

- Provide the opportunity for the public to engage in the planning process and to share their desires, concerns and vision for arts, culture and creativity.
- Articulating an overall vision that reflects the community’s goals and desires, based on stakeholder and community input.
- Identifying potential sources of revenue and funding for the arts and culture district.
- Recommendations on an approach to distribute funding efficiently and with the greatest possible and relevant impact.

The planning process will be designed to reflect the geographic and community diversity of Norwalk’s 91,000+ residents.

CPG’s mixed-method planning approach is based on the intersection of qualitative, quantitative, and supplemental research. We design the planning process to triangulate these elements to understand the community’s vision and inform plan development through the distinct nature and understanding of arts, culture and creativity in each community.

Qualitative Insight

*In-depth interviews
Discussion Groups
Community Forums, pop-ups
and community engagement*

Quantitative Insight

*Research Findings
Creative Economy profile
Community Survey
Benchmarking Study*



Supplementary Research

*Existing conditions through
review of municipal plans and
other relevant documents*

PROJECT INITIATION

Develop a Detailed Project Work Plan and Timeline: Clarify roles and responsibilities in the planning process with the Norwalk project team and consultant team, to best accomplish project tasks and additional process goals. Develop an internal team communications plan to manage the process, including establishing a schedule for standing team meetings and an overview of the full work plan. This would be a primary agenda item for the project kick-off work session.

Communications Plan. CPG will assist the project team in developing a communications plan focused on the process, community and stakeholder engagement. We recommend establishing a webpage or website that outlines the process and provides public access to engagement and the planning process. Current or recent examples include: [Creative City](#) (San Diego) and [Current: The Arts Coast](#) (Pinellas County, FL). A recent example of a municipal plan with a similar population to that of Norwalk, completed in 2023, is [Round Rock Creates](#) (the City of Round Rock, TX).

Community Steering Committee: Based on the RFP and subsequent addendum, it is our understanding that a community steering committee will be recruited to advise and oversee the planning process. Our consulting team would suggest consideration of a representative Steering Committee that includes a range of constituencies and communities within Norwalk. The Steering Committee is an opportunity to build a working coalition among arts, professional and civic leadership. With the focus on the arts and culture district, it is also an opportunity to include expertise in economic development, urban planning, small business development and related fields. In many instances we have seen planning steering committees continue their work, in some cases transitioning to an implementation committee. We recommend including trusted community leaders, philanthropic leadership, civic and community leadership that will assure a range of diverse voices are included in the planning process. CPG can assist in recruitment through developing materials required for the recruitment and onboarding. The kick-off meeting during the first site visit will serve as an orientation and introduction to the planning process, a review of any learnings to date, and a first discussion of community priorities and issues.

Tour of Norwalk: As part of the first site visit, we suggest a ‘familiarization’ tour of the city to understand and provide context on the geography, and arts, culture and creative assets, particularly of the Norwalk Arts District.

RESEARCH

Background Documents Review: We will work with the project team to identify relevant studies, reports, plans and program information to generate a context for planning and provide an existing condition report for context and reference. Additionally, CPG will review national research from the Americans for the Arts (Arts and Economic Prosperity study), data from the SMU Arts Vitality Index and access to the IRS Master Business Files on arts and culture nonprofits.

Creative Economy Data/Profile: CPG utilizes the Creative Vitality Suite (<https://cvsuite.org>) as a tool in understanding the creative economy in a designated city or region. CV Suite is a

technology platform that can be used to define and measure a range of creative economy activity on a geographic level (by zips, counties, MSAs, and State); measure jobs and industry sales and earnings using creative SOC and NAICS codes that you can select or deselect; and compare wages in peer regions (are your wages more or less attractive?). Use of CVI data would be driven by the questions framed early in the process by the project team and/or the Steering Committee and decisions made on a definition of creative economy for Norwalk. Additionally, CV Suite includes the capacity for ethnicity and race demographics to provide context on the ethnic make-up of the region and compare it to that of the creative sector.

For Norwalk, it may be useful to compare Norwalk zip codes with the data for Fairfield County. A preliminary pull of 'snapshot' data for both Fairfield County data and isolating Norwalk zip codes (06850 thru 06857) suggests that Norwalk represents nearly 25% of cultural nonprofit revenues in Fairfield County and has nearly 4,800 jobs in the creative sector of the 35,000 or so in the county. CPG would include a work session with the project team to create a definition of creative economy – what jobs and industries are included in the definition – and prepare a creative economy report to inform the planning process.

SUPPLEMENTAL RESEARCH

Benchmarking: Through consultation with the project team, we will define relevant communities and/or agencies for profiling best and proven practices and/or comparisons as well as relevant plans to review for comparison. We recommend that benchmarking is most useful after significant progress in both qualitative and quantitative research has been completed as themes begin to emerge and benchmarking criteria can be focused and more useful. In the detailed workflow, benchmarking is included following the first site visit so that criteria may be developed that is informed by initial research and stakeholder input.

City of Raleigh Book Club Discussion Group



STAKEHOLDER ENGAGEMENT

Develop an Engagement Strategy: We will prepare an engagement strategy for city-wide engagement that establishes objectives and identifies the full array of stakeholders. This strategy will assess needs for specialized inclusive engagement to address language, cultural, age, geographic, disability and other conditions specific to Norwalk. Building on the objectives and analysis, the strategy will identify specific activities for outreach and engagement that are integrated with the plan development, including a process and timeline chart.

Build on Engagement Principles: The community participation process for the plan should include a variety of opportunities for people to participate in the planning process. We consider the following key components for effective, equitable, and inclusive civic engagement.

Understand how residents currently participate: We will review the range of methodologies for civic engagement that are common in Norwalk helping us understand and define who is currently participating in public processes and how they are participating in planning. This allows us to know who is underrepresented and what engagement strategies will work.

Go to the community: To reach community members less likely to participate in public processes it is necessary to go where they are and where they feel comfortable. This may include different community activities, such as meetings and events in the neighborhood or hosted in partnership with local trusted influencers.

Key Person Interviews and Facilitated Discussion Groups. We will provide a suggested approach to identifying key persons/stakeholders for interviews and discussion groups. The initial interviews will be essential in the first site visit given the geographic range and diversity of the region. The exact number and composition will be discussed and determined as part of the kick-off work session and included in the project work plan. The interviews and discussions may include arts and cultural organization leadership and representatives, business organizations, artists and creative businesses, elected and appointed officials, county/regional leaders, potential funding partners and local philanthropic leadership, civic and neighborhood associations, and others. For key person interviews, CPG assures interviewees that the interviews are considered confidential, and all key points are aggregated without attribution. Assuring confidentiality supports gathering honest feedback.

Community Survey: As part of the mixed method research design, CPG has included in the budget an open-source community survey of the county. The CPG team will work with the project team on content, distribution languages, appropriate qualifiers, and sampling methods. The survey will explore arts and cultural participation in the city, barriers to participation, and aspirations for the development of arts and culture. (Currently, the budget includes a CPG-administered open-source survey, not a statistically valid survey.)

DEVELOPMENT OF THE PLAN

Summary of Findings and Draft Framework: Our first step in developing a plan framework – including initial approaches to goals and strategies - and recommendations will be to draft a summary of community and stakeholder engagement, integrating all research to date, and highlight key, or top-line, themes and findings. After significant analysis of all the quantitative and qualitative research including the community engagement findings, the research findings will be shared with project leadership and the Steering Committee in a workshop format. The questions typically asked as part of this process are:

Does this reflect the city's current state and desired future state?

Did we get it right? What is missing?

How do we get there?

Draft Plan and Recommendations: A full draft of the plan will be developed integrating feedback on the framework and initial goals and strategies. The full draft will articulate goals, strategies and actions responding to the opportunities for Norwalk. The plan will include context on the assessment and reflecting the range of stakeholder input.

Stakeholder Review: We will facilitate a workshop with plan leadership and/or the Steering Committee to review the final draft and provide opportunities for broader public input with online and in-person options for community review and feedback of the plan. CPG typically uses www.konveio.com as an online review option. In-person feedback may include a town hall-style workshop, or a similar community forum with stakeholders. This will be informed by community engagement process to determine what may be the most effective and efficient design for community feedback.

Follow-up Interviews and Meetings: CPG will fully vet the draft plan with key decision-makers, city leadership and elected officials and other stakeholders as appropriate.

Final Plan Presentation: Incorporate feedback from the review and finalize the plan. Prepare for final presentation. Design and present the final plan to the Steering Committee for endorsement, in a public meeting, or in one or more forums as determined useful to implementation. [Present final plan to the Norwalk Common Council for review and adoption?]

Follow-up Consultation: Following adoption of the plan, CPG will remain available for six months of follow-up consultation to assist with the transition to implementation of the plan.

TEAM COMPOSITION

CPG brings extensive national experience in leading development of cultural plans in cities, counties and regions throughout the US, including significant expertise in arts and cultural district planning.

Team Member	Role	Notes
Martin Cohen, Partner Cultural Planning Group	Martin will lead the team and planning process, participating in all elements of plan development.	Martin has led or co-led many of the firm's cultural plans with an extensive background in nonprofit arts management and philanthropy. Additionally, Martin co-led recent development of the San Diego Live Arts District.
David Plettner-Saunders, Partner & Co-founder Cultural Planning Group	David will assist with most elements of planning and plan development.	David has led or co-led most of the firm's cultural plans, including projects with complex leadership structures and extensive research. David has extensive experience in working with cultural district plans.
Linda Flynn, PhD, Partner Cultural Planning Group	Linda is CPG's lead consultant for community engagement and public art. She will assist with research, engagement design and plan development.	Linda has overseen development of CPG's research methodology and community engagement strategies. She leads our public art practice and has led or co-led many of our cultural planning projects.
Rosario Psy Cultural Planning Group	Rosario is an artist and community engagement specialist.	Rosario will assist with creative engagement design and lead bi-lingual and/or Spanish language engagement.
Lauren Davis, PhD. CPG Researcher	Lauren will support document reviews, benchmarking, and other data reports for the project.	Lauren is experienced in arts funding and non-profit research.
Laura Bessinger-Moore Cheryl Baldwin DRMTM	DRMTM will collaborate with CPG on the design for the plan.	DRMTM is a firm that works regularly with CPG. They have deep experience in graphic design, brand research, messaging and design ensuring cultural plans reflect the vision and spirit that the planning process reveals.

BENEFIT OF WORKING WITH OUR TEAM

We provide rigorous equity-driven data analytics and community input to assist public agencies in policy development, funding and investment decisions, and translate complex analyses into simple, transparent and understandable data visualizations.

CPG believes speaking from a voice of resources and assets, rather than from a voice of deficit is critical. Every community holds unique culture, strengths, and creative expression. Recognizing and amplifying these assets in the planning process will result in a richer, more purposeful plan.

Through the planning process, we intentionally work with our clients to engage all community members throughout the planning process, including those of diverse backgrounds and cultural practices and ways of knowing.

For steering committees or advisory teams, CPG recommends a thoughtful and intentional selection process. The groups must represent multiple sectors of the community, including arts, culture, creative economy, education, business, and others and must reflect the communities we are working with. And, most importantly, the community should be involved in implementation and monitoring of the outcomes of the plan.

PROJECT MANAGEMENT

CPG partners and associates share a vision of client service emphasizing mutual respect, delivery of high-quality professional services, and a commitment to successful project outcomes. While we understand there is a need to adhere to and fulfill a contract, the team goes above and beyond to exceed expectations and ensure the planning effort is time and cost efficient. Completion of deliverables and efficient project management are accomplished by:

- Establishing detailed project work plans and communications plans at the onset of the project.
- Clear expectations and effective client communications.
- Listening well and conducting thorough research. Our mix of qualitative and quantitative research and cultural planning expertise provides an evidence-based foundation for planning.
- Performing most of the work by principals in our firm and reputable and accomplished sub-contractors. If project administration is performed by an assistant to the project, we practice consistent and frequent oversight.
- Ensuring an open, transparent planning process with the client and with the community.

TEAM BIOGRAPHIES

MARTIN COHEN, PARTNER

Martin Cohen joined The Cultural Planning Group in 2010 following a 30-year career in arts administration and arts philanthropy. He has led and partnered on a variety of projects that currently include co-leading the cultural planning process for San Diego, CA and Nashville, TN and collaborating on leadership of the Washington State Creative Economy Strategic Plan with WESTAF. He recently partnered with AECOM on a cultural equity assessment for LA County Department of Arts and Culture and developing a cultural plan for Round Rock, TX. Recent projects include development of a Strategic Cultural Action Plan accompanied with a plan for the Film Office for Fulton County, GA; a study of the municipal role in supporting art and culture for the City of Rockville, MD; and cultural master plans for the City of Greensboro, NC and Flower Mound, TX. Additionally, Martin developed the Cultural Economic Development master plan for the Arts Council of Greater Lansing and has served as co-lead for the firm for Boston Creates, the cultural planning process for the City of Boston and the City of Kansas City, MO. From 2010 through 2012 he served as the project director for development of the Local Arts Index, a national project of Americans for the Arts. In his role, he coordinated the research process of 100+ participating local arts agencies and led the design for primary research in each location.

Prior to joining as a Partner with CPG, Martin served as director of the Philadelphia Cultural Management Initiative (PCMI), a program of the Pew Center for Arts & Heritage. In his role with PCMI, Martin conceived and implemented a comprehensive capacity building program focused on facilitating organizational change and implementing best practices throughout the arts, culture and heritage sector of the five-county Philadelphia region. During his tenure, he created and launched programs focused on organizational assessment, providing organizations with opportunities for guided reflection and planning. Prior to his position with PCMI, he served as executive director of Dance/USA (the national service organization for dance), the Kansas City Ballet, the Washington Ballet, and the AMAN Folk Ensemble of Los Angeles.



EXPERIENCE

35-Plus Years in arts
leadership

EDUCATION

BGS - Arts Administration
Ohio University

Certificate in Mediation
CDR Associates
Boulder, CO

Wharton School of Executive
Education
Executive Coaching Program
Certificate

DAVID PLETTNER-SAUNDERS

PARTNER

David Plettner-Saunders is Co-Founder of Cultural Planning Group. A consultant for 30 years, David has prepared arts and cultural plans for more than 40 communities. His arts and cultural planning work reflects many of the pressing and complex issues facing communities, such as advancing equity, affordable spaces, and creative placemaking. In addition, his plans often address arts funding, creating public/private partnerships, and identifying appropriate roles for local government.

David has led development of cultural plans for communities large and small, rural and urban, such as Sacramento, Salt Lake, Raleigh, Tempe, Laguna Beach, Oceanside and Joshua Tree. These plans included elements for arts education, cultural facilities, and public art. He has also led development of the arts elements of general plans, developed plans for public art, and arts in parks.

David has also developed national and regional studies on individual artists as well as plans focusing on arts education. He has prepared assessments and strategic plans for arts and cultural organizations of virtually all disciplines and sizes, and in a great variety of communities.

A retired modern dancer, he is co-founder with his wife, Victoria Plettner-Saunders, of the former San Diego Alliance for Arts Education, responsible for successfully preserving and advancing arts education in the San Diego Unified School District, one of the nation's largest school districts, during the Recession. He is a board member of Side Street Projects, an entirely mobile, off-the-grid, artist-led organization in Pasadena, CA. He is the past Chair of the Southern California Dance Futures Fund and the Dance Resource Center of Greater Los Angeles.



EXPERIENCE
30 years

EDUCATION
J.D., University of North Carolina
School of Law, Chapel Hill

B.A., Wesleyan University,
Middletown, Connecticut

Special Student in Dance,
University of North Carolina
School of the Arts, Winston-Salem

MEMBERSHIPS
American for the Arts
Arts Action Fund, Americans for
the Arts
American Planning Association
Californians for the Arts
San Diego Regional Arts &
Culture Coalition

HIGHLIGHTED CLIENT LIST

LOCAL ARTS AGENCIES

City of Boston
City of Laguna Beach
City of Raleigh
City of Sacramento
City of San Antonio
City of San Diego
City of San Jose
Collier County (Naples)
Marin County
San Bernardino County
Sonoma County
Kansas City
Salt Lake City & County
Washington DC

ARTS FUNDERS & ORGANIZATIONS

California Arts Council
California Community Foundation
Center Dance Associates,
Music Center of Los Angeles County
Ennis House Foundation
(Frank Lloyd Wright), Los Angeles
Hawai'i Community Foundation
Inland Empire Community Foundation
James Irvine Foundation
Madison Center for the Arts/School District
National Endowment for the Arts
Philadelphia Music Alliance for Youth
San Diego Unified School District
Side Street Projects

Linda T. Flynn, Ph.D., Partner

Linda is a partner with Cultural Planning Group, joining the group in 2014. She is a planner who contributes nationally to best practices in planning, research, civic learning, and engagement for the creative sector. Linda has developed innovative cultural plans, and public art master plans, cultural tourism plans for diverse cities and counties across the country.

Cultural planning and public art planning are powerful tools to assist communities to achieve civic goals for identity, economic development, equity, revitalization, public/private partnerships, and placemaking. Linda designs innovative, customized methodologies to create a true, data driven profile of a community. Her process for community- based planning is based on a foundation of equitable civic engagement, quantitative data, community public and private partnerships, inclusivity, and collaboration. Linda works with creative workers and artists to infuse the process with creativity and user experience insights.

Recent cultural plans include Greensboro NC; Collier County FL; Portland, OR; and Fulton County, GA; Sacramento, CA and a Statewide Creative Economy Plan for Washington. These plans focus on innovative and forward thinking strategies for the arts with a lens to equity in all areas of funding of programming, funding, individual artist support, creative sector planning, and more.

Prior to her work with CPG, Linda's experience and relationships cross many industries and sectors, working with all levels in organizations planning with transportation firms, urban planners, government agencies, nonprofit organizations, and private sector corporations. Linda holds a doctorate in organizational management with a concentration in conflict management, and various certificates in qualitative and quantitative research. She is a published author of her research with organizations and volunteers her time at several local nonprofit organizations focused on the improvement of youth educational experience.



EXPERIENCE

20 years

EDUCATION

PhD., Social Sciences/
Conflict Resolution
Nova Southeastern University

Bachelor of Science,
Psychology
Florida Atlantic University

MEMBERSHIPS

Leadership Broward, Member,
and previous Board
Member

Americans for the Arts,
Member

American Planning
Association, Member

Public Art
Committee
Member, Broward
County FL

Florida Association of Public
Art Professionals, Member

ROSARIO TAPIA FRIAS

Rosario, known as Rosario Psy, originally from La Paz Bolivia, is an accomplished visual artist, therapist and accountant. Growing up in Bolivia, a country filled with traditions, rituals, and art in all its forms helped her open her mind and perspective on how the arts contribute to community.



Rosario graduated from the school “San Ignacio de Loyola” La Paz - Bolivia and decided to pursue her higher education in arts. She attended “Universidad Catolica Boliviana” and then moved to the United States where she received a degree from the Art Institute of Fort Lauderdale. She is also a public artist and has completed mosaic and mural projects for municipalities in South Florida.

Rosario works with CPG to design and implement creative community engagement for planning projects. She has worked with the CPG team on various public art plans bringing a much needed artist perspective to the planning process. Rosario is fluent in Spanish and English languages.

When Rosario is not working, she spends her time painting for weekly art shows, and performing live art at local events.

Education

San Ignacio de Loyola (Jesuit School) La Paz, Bolivia
The Habana Cuba University, La Paz, Bolivia
International Course of Broadcasting & Visual effects
The Art Institute of Fort Lauderdale, FL.
Graphic Design

Languages

English - Fluent
Spanish - Expert

Public Art Project Management

Pembroke Pines Public Art Master Plan
City of Lauderhill Public Art Program
City of Dania Beach Public Art Program



arts + culture brands **reimagined.**

DRMTM is a boutique collective that builds bold brands exclusively for the arts and culture sector. Our three experts with deep experience in brand research, messaging and design ensure cultural plans reflect the vision and spirit that the planning process reveals. In addition to creating brands and providing brand education through workshops nation-wide, DRMTM has worked on cultural and public art plan branding in West Palm Beach, Florida, Goshen, Wyoming, and with CPG on plans for Healdsburg and San Diego, California, and Cedar Rapids, Iowa.



PROFOUND INSIGHT

Surale Phillips, head of brand research, has been an affiliate cultural planning consultant with CPG for more than a decade and is familiar with all aspects of cultural planning. In her role with DRMTM her expertise creates a bridge between data and brand messaging and design.



TRANSFORMATIVE WORDS

Laura Bessinger-Morse, head of brand messaging, has deep roots in the arts from decades of study and work as an historian, museum director and nonprofit leader. Laura's magic is in the written elements of the plan and supporting communications that capture compelling cultural information, themes, insights, histories and narratives that make each plan an authentic reflection of the community.



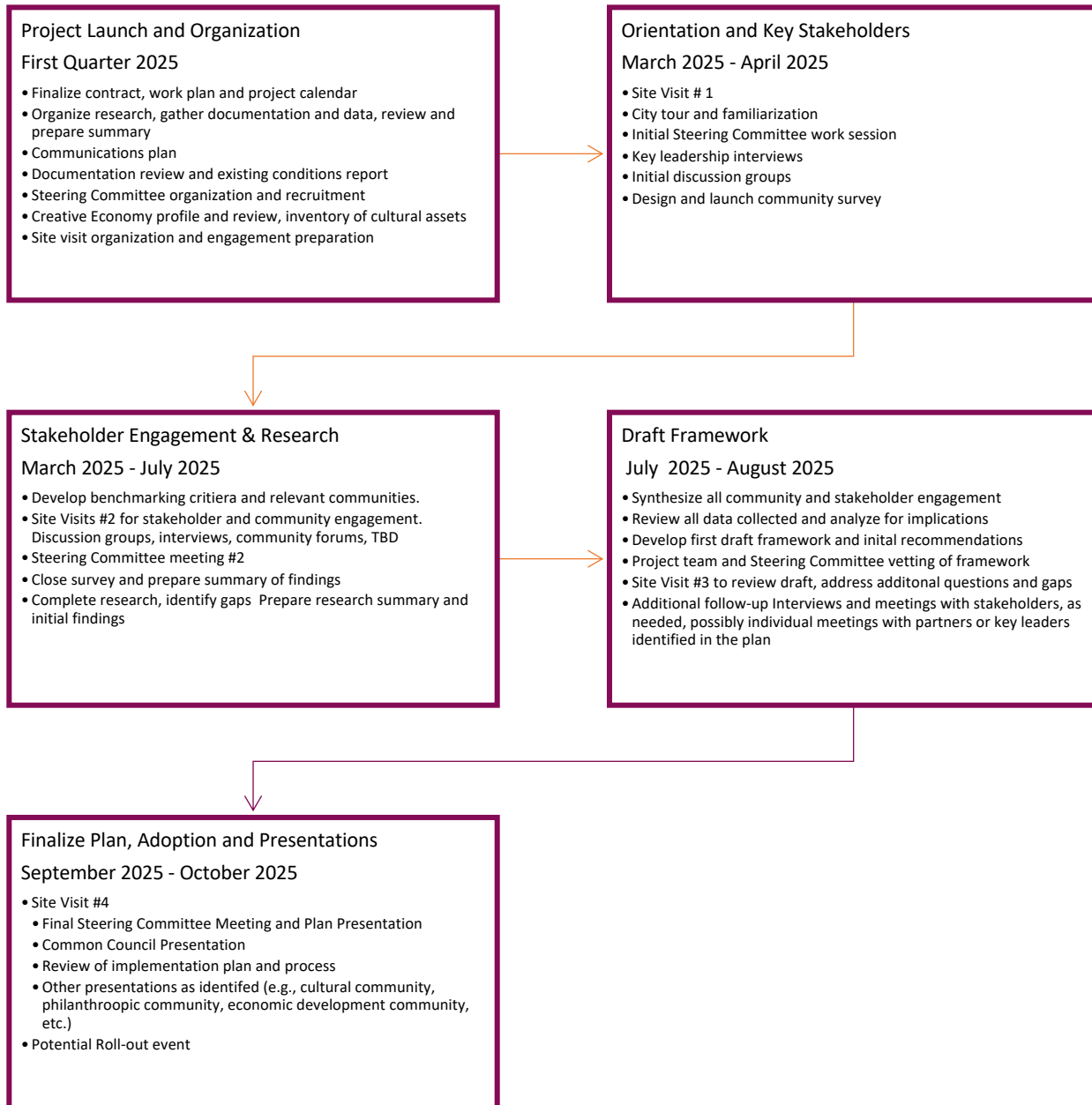
CAPTIVATING, MEANINGFUL DESIGN

Cheryl Baldwin, head of brand design, has been elevating the visual communication of arts, culture and nonprofit organizations for over 30 years. With a creative mind for mission-driven design and inspiring brand experience, Cheryl's work has motivated communities to be bold, captivating and human in all visual elements, from logos and collateral to infographics and cultural plans.

Together with the planning team, DRMTM will develop brand identity, design details, and messaging for the planning process. Once finalized, the brand will carry through to all public facing materials and online tools, as well as to the final plan document.

TIMELINE

The following timeline is based on an estimated project launch on or around January 1, 2025. It is estimated that the planning process will require between 10 and 12 months for completion. Please note detailed workflow outlined in the budget section below.



BUDGET AND DETAILED WORKPLAN

The following grid is provided a detailed work plan and an itemized cost projection. CPG fees are indicated for each member of the team. An allocation is included in the budget summary for report and presentation graphic design services provided by DRMTM. Fees are not charged for travel days.

Travel and related expenses estimates are based on a prevailing per mile rates per the IRS. Air and hotel rates are estimated at the time of preparing this estimate.

Project Element/Task	Cohen	Plettner-Saunders	Flynn	Psy	Davis
Project Launch/Orientation					
Project Initiation and Existing Conditions	21	10	10	4	20
Project organization/finalize contract and administrative logistics. Develop full work plan	2				
Team work session to organize and prepare kick-off meeting and project launch. Included preparation of agenda and materials for kick-off meeting.	2	2	2	2	
Virtual kick-off work session with Norwalk project team and consultant team to review scope, timeline, logistics, data gathering, preparation of first site visit, review of stakeholders and engagement calendar.	2	2	2	2	
Prepare/outline internal and external communications plan based on kick-off discussion.	1				
Identify, gather and analyze existing/available data, reports and background information for assessment on arts, creative economy, tourism, economic development, and related areas. Review materials related to CT Cultural Districts program and designation. Additional data collection for assessment, alignment and analysis as identified.	4	4			20
Gather inventory of arts, culture and creative economy assets. Gather and review Creative Vitality Suite data on creative economy.	4		4		
Plan/outline site visit #1 for initial leadership interviews (e.g., elected and municipal officials, other priority); arts council leadership; arts and culture stakeholders community meetings as identified in part one assessment. Identify key stakeholder/informant lists with client and determine target groups for discussion groups and other engagement. Finalize preparations for site visit.	6	2	2		
Site Visit #1/2 Consultants/3 days	24	24	24	0	0
Organizational meeting with client team and consultants to launch site visit.					
Familiarization tour of arts district and relevant arts and cultural assets in Norwalk (venues, public art, etc.)					
Individual interviews with key informants including elected and administrative leadership from the four counties as determined (e.g., economic development; planning, finance; tourism. Other examples may include Main Street/business district management). Also interviews/discussions with arts council leadership in each county.					

Steering Committee Orientation and Kick-off work session.					
Summary meeting with project management team. Review of initial themes and implications. Calendar review and preparation for next steps and second site visits					
INTERIM FOLLOW-UP	19	14	19	0	16
Follow-up on site visit with a top-line themes summary of themes and findings focused on analysis to identify: Initial impressions on strengths, opportunities, barriers and resources related to arts, culture and creative economy, with particular focus on the potential for the Cultural Arts District.	5	3	3		
Identify relevant communities for benchmarking and most useful benchmarking criteria. Conduct benchmarking research. Prepare summary presentation for project team and Steering Committee.	2	3			16
Prepare and finalize community survey.			6		
Ongoing client meetings/administrative	6	6	6		
Prepare for site visit #2 for public/stakeholder engagement. Work sessions with client to review agenda, approach and scheduling. Includes ongoing meetings on survey progress and top line findings.	6	2	4		
Site Visit #2: 3 consultants, 3 days	24	24	24	24	
Key arts, culture and artist stakeholder interviews and/or small group discussions. This may be a combination of meetings with non-profit arts leadership; for-profit creative entrepreneurs/businesses; and others identified during site visit preparations.					
Series of community and stakeholder discussion groups and interviews.					
Public engagement events - may be a combination of town-hall style meetings; pop-ups or other related events to assure geographic accessibility and include opportunities for broad community input.					
Steering Committee Work Session					
Work session with project leadership to include discussion and overview of topline themes from interviews and discussion groups.					
INTERIM/FOLLOW-UP	12	12	12		0
Follow-up on site visit and summary of next steps. Identify remaining gaps in engagement, additional virtual meetings/interview as needed.	12	12			
Close community survey. Analyze and prepare summary presentation for project team and Steering Committee			12		
DRAFT PLAN FRAMEWORK	52	40	36		
Comprehensive review of all stakeholder input, gap analysis and follow-up (virtual) to address any remaining gaps in input.					
Develop preliminary outline/framework of plan to include: vision, goals and strategies; outline of potential funding and/or revenue sources; recommendations on activation of the cultural arts district; identification of capacity needs for artists and art and culture organizations; preliminary implementation grid to include action items, priorities and cost estimates.					
Vetting of outline/preliminary strategies with leadership. Revise based on review session.					
Prepare for site visit #3 - review and testing of recommendations and plan framework.					
Site Visit #3: 2 consultants, 2 days	16	16			
Work session with project staff to review vet preliminary approaches.					

Workshop session with Steering Committee to review framework, recommendations and strategies.					
Testing' of draft with municipal leadership.					
Community Forum to review framework and draft strategies					
Project team debriefing, prep for final draft					
Review potential funding sources.					
PREPARE FINAL PLAN AND PRESENTATION	24	24	16		
Integrate public and leadership feedback. Finalize plan.					
Plan and presentation design					
Prepare communications/campaign of final plan					
Prepare final site visit					
Presentation Site Visit # 4 (2 days)	16	16			
Project team meeting					
Presentation to stakeholders and project leadership					
Other presentations as determined/desired					
Implementation workshop					
Grand total - all hours	208	180	141	28	36
Hourly Rate Per Consultant	\$ 220	\$ 220	\$ 220	\$ 175	\$ 75
Total Fees	\$45,760	\$39,600	\$31,020	\$6,300	\$2,700
Total Professional Fees	\$122,680				
Travel Allocation and contingency	\$17,590				
Graphic Design/Plans and Presentations (DRMTM)	\$8,000				
GRAND TOTAL	\$140,270				

Travel		Per (flight/mile)	
MDC (300 miles R/T + 100 local)	4 RT	400 mi @ \$.67	\$1,340
DPS (R/T SAN - NY area airports)	4 RT	\$500	\$2,000
LTF (FLL – NY area airports)	2 RT	\$450	\$900
Psy (FLL – NY area airports)	1 RT	\$450	\$450
Hotel - est. 36 room nights total @ \$250 incl rates and taxes	36	\$250	\$9,000
Per diem 24 days at \$75	36	\$75	\$2,700
Airport parking, transfers, contingency			\$1,200
Total Travel and Related Expenses and Contingency			\$17,590

REFERENCES

CITY OF SAN DIEGO, CA

Creative City Cultural Plan Arts District Plan

Client/Agency Name: City of San Diego, Department of Cultural Affairs

Contact: Jonathon Glus, Executive Director; jglus@sandiego.gov; (281) 997-5972; (619) 236-6800

Number of Projects Completed for Client/Agency: 3

Project Names: *Cultural Arts Master Plan* **Project Descriptions:** CPG has completed three relevant projects for the Department of Cultural Affairs since 2021. The first was a feasibility study for a downtown live arts district built upon four city-owned theaters that are within a four-block radius and that includes other cultural assets. Following the study, CPG was engaged to develop a business plan for the arts district, bringing together a broad range of community stakeholders, arts presenters and producers, to design an operating and financial model for the district. It is slated to be launched in early 2025. San Deigo's first master cultural plan was launched in 2022 and is in the final stage of review by City Council for implementation beginning in 2025. The plan was developed through extensive community and stakeholder engagement over several months with opportunities for the public to respond to a plan draft. [Creative City](#) is scheduled for adoption by City Council in January 2025.

Project Approach and Methodology: The cultural plan process included extensive community engagement – stakeholder interviews and discussion groups, public engagement, a community survey and a staff team. Additional research included an analysis of City-owned cultural facilities (62 were identified) best practices research and facilitation of discussions of transborder artists and the sister agency in Tijuana, Mexico.

Year of Project and Length of Project: Three projects between 2021 and December 2024.

Project Budgets and Final Invoiced Amount: Project 1: \$25,000. Project 2: \$63,000. Project 3: \$360,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Lead Consultant; Martin Cohen, Co-lead consultant

CITY OF PEARLAND, TX CULTURAL ARTS MASTER PLAN

Client/Agency Name: City of Pearland / Visit Pearland

Contact: Tracy Rohrbacher, Executive Director, Visit Pearland, trohrbacher@pearlandtx.gov, (281) 997-5972

Number of Projects Completed for Client/Agency: 1

Project Names: Cultural Arts Master Plan Project Descriptions: This plan is the City's first master plan focusing on arts and culture. Pearland is located adjacent to Houston and has been a bedroom community, although in recent years, the community has developed and diversified to become more exurban. The community is very proud of its quality of life and now seeks to elevate arts and culture as an amenity. City Council commissioned the plan to consult with the community about its vision and goals for arts and culture, and to identify priorities for City action. One objective of the master plan was to explore the possibility of a cultural district. The planning process clearly identified the historic Old Town area, and CPG made recommendations for its development. CPG has been retained to assist with implementation of the plan, including working with redevelopment consultants on first steps in district development.

Project Approach and Methodology: The master plan included extensive community engagement – stakeholder interviews and discussion groups, public engagement, a community survey (1,700 responses), a Steering Committee, and staff team. Additional research included a market demand study, cultural asset inventory, and best practices research.

Year of Project and Length of Project: 2023/24 (16 months total)

Project Budgets and Final Invoiced Amount: \$97,840

Contractor Personnel Assigned to Project and Project Role – David Plettner-Saunders, Lead Consultant, Linda Flynn, Co-lead consultant

OREGON ARTS COMMISSION CULTURAL DISTRICTS PROGRAM DESIGN

Client/Agency Name: Oregon Arts Commission

Contact Name and Title: Brian Rogers, Executive Director, Oregon Arts Commission and Oregon Cultural Trust, Brian.ROGERS@biz.oregon.gov, (971) 209-5385

Number of Projects Completed for Client/Agency: 1

Project Names: Creative and Cultural Districts Framework and Program Design

Project Descriptions: Many Oregon cities and communities have come to recognize that their cultural assets are often located near each other and constitute a natural district or offer the essential elements to develop a district. Other cities in Oregon recognize that there are opportunities to build, expand and/or strengthen their cultural assets through pursuit of an area or geography that is designated as a district. In response, the Oregon Arts Commission engaged CPG to design a framework and program design for a state-wide creative and cultural districts program.

Project Approach and Methodology: CPG worked with a staff team from OAC and a statewide steering committee representing economic development, the Oregon Cultural Trusts, historic preservation, the OR Mainstreet Program and philanthropic organizations to design the program. Research included benchmarking the 17 other state districts programs (as of the project); extensive interviews with a range of stakeholders in communities across the state; elected officials and others relevant to the program design.

Year of Project and Length of Project: 2022-23, nine months

Project Budgets and Final Invoiced Amount: \$50,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Lead Consultant; Martin Cohen, Co-lead consultant

CAC CULTURAL DISTRICTS PROGRAM EVALUATION

Client/Agency Name: California Arts Council

Contact Name: Ayanna Kiburi, Deputy Director MPH, ayanna.kiburi@cac.ca.gov, 916-322-6555

Number of Projects Completed for Client/Agency: 3 – CPG has completed three projects for the Arts Council, however, we are listing the most recent and relevant one here.

Project Names: California Cultural Districts Evaluation

Project Descriptions: In partnership with Moxie Research, CPG conducted an evaluation of the pilot California Cultural Districts program (in technical terms, a utilization-focused evaluation). In 2017, the Arts Council initiated the pilot, designating 14 cultural districts reflecting the state's geographic and demographic diversity. The evaluation included development of a logic model, a review of program processes, a gap analysis and recommendations for enhancements to the program. In essence, the evaluation largely validated the program design and recommended its expansion, with some modifications. It also made specific recommendations to improve the equity of the program. Following a delay during the pandemic, the Arts Council and legislature authorized and funded the program's expansion. The original 14 districts have formed a statewide network and conduct ongoing peer learning, sharing and advocacy.

Project Approach and Methodology: Moxie and CPG interviewed and assessed all 14 cultural districts, conducted a data analysis of the program, consulted with issue experts, and worked closely with Arts Council staff. At the conclusion of the project, we developed a standard self-assessment tool for the cultural districts and trained them through a webinar on its use.

Year of Project and Length of Project: 2018/19 (10 months)

Project Budgets and Final Invoiced Amount: \$60,000

Contractor Personnel Assigned to Project and Project Role: David Plettner-Saunders, Project Co-lead, [Patti Saraniero, Lead Evaluator, Moxie Research]

RELEVANT PAST PROJECTS



Oregon Arts Commission – Oregon Creative and Cultural Districts Design Framework

The Oregon Arts Commission and its partner agencies sought to develop a new statewide creative and cultural districts program. In 2022, the Arts Commission, Business Oregon and the Oregon Cultural Trust convened a Steering Group of stakeholders that represented a range of cities, counties and agencies across the state to conduct a process leading to the preparation of a program design. Through a seven-month process of research and engagement, a framework and program design was completed in March 2023.

Many Oregon cities and communities have come to recognize that their cultural assets are often located near each other and constitute a natural district or offer the essential elements to develop a district. Other cities in Oregon recognize that there are opportunities to build, expand and/or strengthen their cultural assets through pursuit of an area or geography that is designated as a district. The framework and program design is intended to provide a broad definition of a creative and cultural district and provide support in developing, launching and operating districts across the state.

CLIENT

Oregon Arts Commission

SCOPE OF WORK

Creative and Cultural District Framework

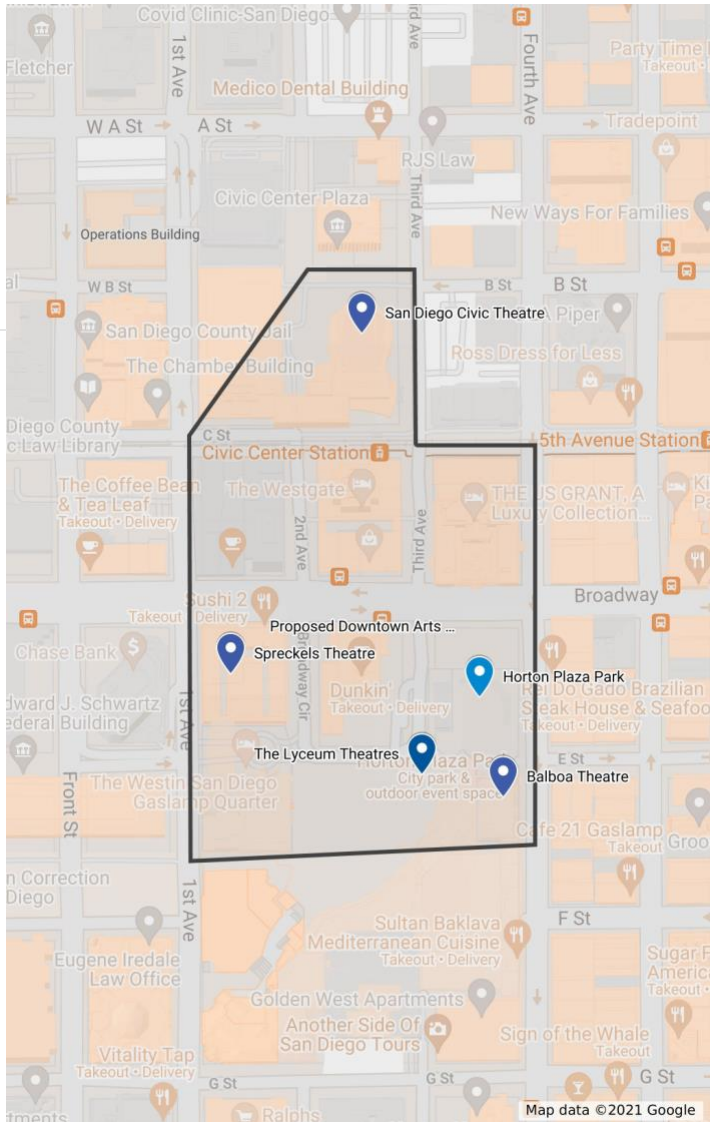
YEAR COMPLETE

2023

CPG PARTNERS

David Plettner-Saunders

Martin Cohen



The District plan provides a framework to designate a compact and walkable district embedded within City Center District and adjacent to the Gaslamp – each with distinct and complementary identities.

The Commission for Arts and Culture (now the Department of Arts and Culture) is working with an independent partner to launch and manage the new arts district. It is anticipated the District will launch in mid-2024,

CLIENT

San Diego Commission for Arts and Culture

SCOPE OF WORK

Phase 1 – Concept and Feasibility Study for a downtown arts district
Phase 2 – Arts District Business Plan

YEAR COMPLETE

2023

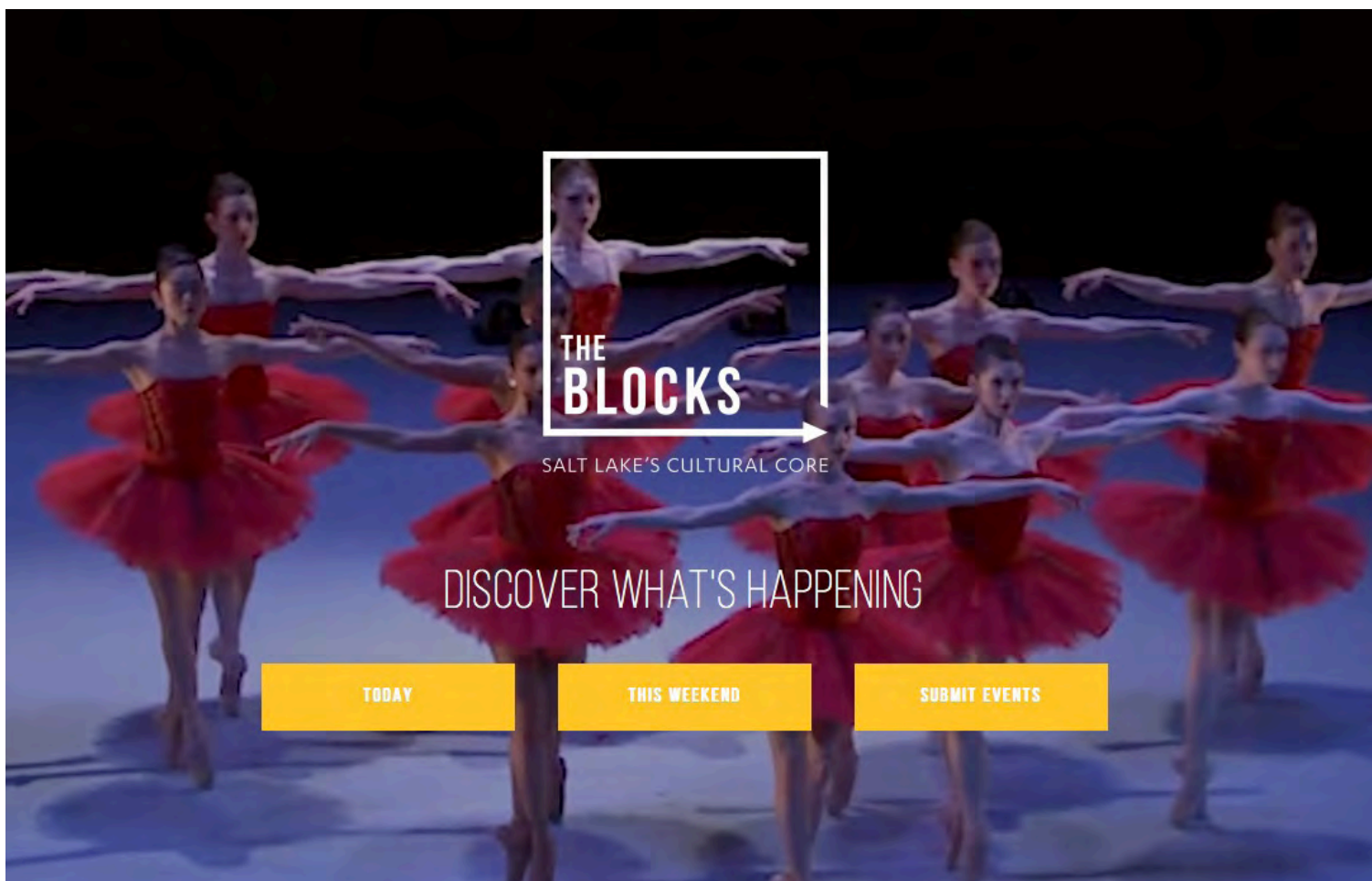
CPG PARTNERS

David Plettner-Saunders
Martin Cohen

Downtown San Diego Live Arts District

Concentrated within a small area of downtown San Diego is a remarkable cluster of four theatres – the San Diego Civic Theatre, Balboa Theatre, Lyceum Theatre and Spreckels Theatre. Each venue has a continuous, decades-long track record of public performances. This natural grouping is supplemented by the publicly accessible Horton Plaza Park and other cultural assets, public and private. This natural grouping, coupled with the fact that three of the venues are City-owned, prompted consideration of an Arts District by downtown leaders and was the impetus for the first phase concept and feasibility project. Based on the findings and recommendations of that study, the second phase Business Plan was commissioned by the City of San Diego to operationalize the proposed Arts District.

The Arts District is an idea whose time has arrived. The District offers the opportunity to leverage the legacy of the venues and cultural assets within the designated borders of the District - the richness, breadth, and variety of live arts experiences among the four theatres, and the renovations and improvements slated for completion in 2024.



CULTURAL CORE / THE BLOCKS

This is a comprehensive plan for Salt Lake City and County's joint downtown cultural district, now branded as THE BLOCKS (<https://theblocksslc.com/about/>). While Salt Lake has a strong tourism brand, it seeks now to strengthen its reputation for creative vitality among visitors and residents. Salt Lake in fact has a remarkable concentration of cultural venues and people and extraordinarily high arts participation. For example, its beautiful new Broadway venue, the Eccles Theater, has a waiting list of 9,000 for its season tickets. Major new works of permanent and temporary public art are underway. Based on market research and stakeholder engagement, the plan calls for coordinated creative placemaking, marketing and audience development, management, financing and success metrics. The Cultural Core plan is in its fifth year of successful implementation under the management of Downtown Salt Lake Presents.

CLIENT
Salt Lake City and County

SCOPE OF WORK
Master Plan for the Joint
Downtown Cultural District

YEAR COMPLETE
2016

LINK TO THE PLAN



CREATIVE LIFE: RALEIGH ARTS PLAN

The Raleigh Arts Plan lays out a bold goal: every citizen is empowered to lead the creative life they envision. This also suggests that the overarching purpose of the City of Raleigh is to help assure a fulfilled life for every citizen and calls on the City to encourage cooperation among all City departments to include arts, culture and creativity as essential strategies for assuring fulfilled lives for all. The plan for the state capital of North Carolina was developed with the direct participation of more than 4,000 citizens. Planning included a regional audience demand study and audience development strategies for a cohort of arts organizations.

CLIENT
City of Raleigh, Office of
Raleigh Arts

SCOPE OF WORK
Cultural plan

YEAR COMPLETE
2016

LINK TO THE PLAN



CREATIVE EDGE

Sacramento's Arts, Culture & Creative Economy Plan

Perhaps overshadowed by California's coastal cities, this capital city is reclaiming its story and celebrating its unique character. It is on the "creative edge" of its next iteration. This citywide plan leverages the community's creativity in multiple ways for enhanced cultural development, greater equity, economic growth, and authentic placemaking/placekeeping. One priority is arts education and the plan has already led to the formation of an ambitious countywide initiative to assure arts education for every student supported by the mayor and educational leaders. The City has taken a deep internal look and established new policies and funding programs to support racial and cultural equity. The plan made recommendations to restructure and improve governance and management of the arts in city government. Implementation has generated significant new dollars for the arts and public/private partnerships, aligned with the goals of the plan.

CLIENT

City of Sacramento, California

SCOPE OF WORK

Arts, Culture & Creative Economy Plan

YEAR COMPLETE

2018

LINK TO THE PLAN



Glendale Arts and Culture Festival

CITY OF GLENDALE ARTS AND CULTURAL PLAN

The Arts and Culture Plan is a roadmap for the City's Arts and Culture Department for advancing arts and culture for the community, with a primary focus on public art. The plan was developed with a community taskforce and included substantial bilingual stakeholder and resident engagement.

The plan addresses priorities relating to the arts, placemaking and the integration of public art into new development; public art and placemaking in parks and city-owned properties; equitable distribution and access to the arts, and updates to ordinances with goals of sustainable funding through an increase in the percent for art and addition of a private development ordinance.

The budget is \$100,000.

CLIENT

City of Glendale AZ

SCOPE OF WORK

Public Art Plan and Arts Plan

YEAR COMPLETE

2024 (final adoption in process)

SECTION 1 – CITY RESPONSE FORMS

CITY OF NORWALK
PURCHASING DEPARTMENT

SECTION 1 – RESPONSE FORMS

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

The Cultural Planning Group, LLC
Proposer's Name

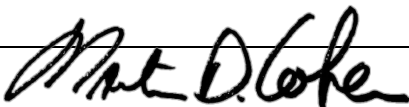
901 Melrose Avenue
Street Address

Melrose Park	PA	19027
City	State	Zip

Business Telephone:	(267) 992-3792
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Email Address:	martin@culturalplanning.com
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Martin Cohen, Partner
Printed Name and Title of Individual Submitting Proposal

The undersigned acknowledges that the terms, conditions and specifications of this RFP are understood and unconditionally accepted.	
	October 21, 2024
Signature	Date

CITY OF NORWALK

PURCHASING DEPARTMENT

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

None_

CITY OF NORWALK PURCHASING DEPARTMENT

1.1 PROPOSAL RESPONSE FORM

Vendor Name - The Cultural Planning Group, LLC		
Address - 901 Melrose Avenue, Melrose Park, PA 19027		
Phone - (267) 992-3792	Fax -	Email - martin@culturalplanning.com
Manager - Martin Cohen, Partner		Fed ID# 56-2552152

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

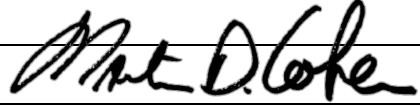
The undersigned further understands and agrees that they will furnish and provide all the necessary material, machinery, implements, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the aforesaid conditions, to carry out the contract and to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

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

A. PROPOSED FEES

Total Lump Sum Fee	\$ 140,270
Total Lump Sum Fee in Writing	One Hundred Forty Thousand, Two Hundred Seventy Dollars

B. CERTIFICATION

Submitted By: Martin Cohen	Signature: 
Authorized Agent of Company (Name & Title): Martin Cohen, Partner	
	Date: October 26, 2024

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

Addendum #	1	Dated	10/22/24	Addendum #		Dated	
Addendum #		Dated		Addendum #		Dated	

CITY OF NORWALK

PURCHASING DEPARTMENT

1.2 STATEMENT OF QUALIFICATIONS

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

1.	Number of years in business:	26	
2.	Number of personnel employed:	Part Time	Full Time
	No employees - 3 partners		

3. List six contracts of this type/size your firm has completed within the last four years:			
Project	Date	Contact Person	Phone No.
San Diego Cultural Plan and cultural district plan	7/22 - Current	Jonathon Glus, E.D.	(619) 236-6800
Develop statewide cultural district program - State of OR	11/22 - 11/23	Brian Rogers, OR Art Commission	(971) 209-5385
City of Round Rock cultural plan	7/22 - 4/23	Scott Wilkinson, Director of Arts & Culture	(512) 671-2705 (x2705)
City of Pearland, TX (Visit Pearland Cultural Plan)	3/23-7/24	Tracy Rohrbacher	(281) 997-5972
City of Glendale , AZ Cultural Arts Plan	3/23 - 7/24	Jessi Pederson, Dir of Econ Dev	(602) 696-9284
City of San Jose, CA funding plan	6/23 -1/24	Kerry Adams Hapner, Director of Cultural Affairs	(408) 793-4333

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

COMPANY NAME	ADDRESS	PRINCIPAL	PHONE	PORTION/SECTION OF WORK
DRMTM	West Palm Beach, FL	Cheryl Baldwin	(561) 578-7019	Graphic Design

CITY OF NORWALK PURCHASING DEPARTMENT

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

CITY OF NORWALK PURCHASING DEPARTMENT

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

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

All information should be supported with appropriate audited financials

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

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

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

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

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

CITY OF NORWALK

PURCHASING DEPARTMENT

1.3 CITY OF NORWALK VENDOR RECORDS

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

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

1.4 INSURANCE

Insurance Agency Name: The Hartford	Tel: (866) 467-8730
Agency Address: BUSINESS SERVICE CENTER, 3600 WISEMAN BLVD. SAN ANTONIO TX 78251	Email:

1.5 CITY OF NORWALK VENDOR QUESTIONNAIRE – IT INFORMATION SECURITY

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

The Cultural Planning Group, LLC

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

N/A

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

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

6878 Navajo Rd, Unit 58

6 City, state, and ZIP code

San Diego, CA 92119

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

5 6 - 2 5 5 2 1 5 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign
Here

Signature of
U.S. person ►

David Plittner-Saunders

Date ► **1-3-2024**

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

City of Norwalk Vendor Questionnaire

IT Information Security

Rev 8.4.22

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

The Cultural Planning Group, 901 Melrose Avenue, Melrose Park, PA 19027
Contact: Martin Cohen, Partner
(267) 992-3792
martin@culturalplanning.com

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

Professional services - consulting for cultural arts planning

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

YES ☐ NO X ☒

We will not require any access or use of City systems. We own and manage our own system, primarily individual laptops for each consultant accessing a shared, cloud-based file system.

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

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

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

YES ☐ NO X ☒

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

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

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

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

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

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

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

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

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

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

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

YES ☐ NO ☐

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

YES ☐ ☒ NO

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

14. Information Security

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

YES ☐ NO ☐

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

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

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

YES ☐ NO ☐

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

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

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

m. Does your organization utilize multi-factor authentication?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

N/A

u. Are all the Vendor laptops encrypted?

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

15. Risk Management

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐

Attached

Business Continuity/Disaster Recovery

a. Does your organization have a business continuity plan?

YES ☐ NO ☐

b. How often is the business continuity plan updated?

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

YES ☐ NO ☐

d. Does your organization have a disaster recovery plan?

YES ☐ NO ☐

e. How often is the disaster recovery plan updated?

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

YES ☐ NO ☐

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

YES ☐ NO ☐

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

YES ☐ NO ☐



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/21/2024

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

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

PRODUCER VANTREO INSURANCE BROKERAGE 57110588 1950 W CORPORATE WAY 1 ANAHEIM CA 92801	CONTACT NAME:	
	PHONE (866) 851-5039 (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Sentinel Insurance Company Ltd.	
INSURED THE CULTURAL PLANNING GROUP LLC 6878 NAVAJO RD UNIT 58 SAN DIEGO CA 92119	NAIC# 11000	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			57 SBA BO8052	11/17/2023	11/17/2024	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	☒ General Liability						MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			57 SBA BO8052	11/17/2023	11/17/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS		SCHEDULED AUTOS				BODILY INJURY (Per accident)	
	HIRED AUTOS	☒	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
	☒ AUTOS							
A	UMBRELLA LIAB EXCESS LIAB	☒	OCCUR CLAIMS-MADE	57 SBA BO8052	11/17/2023	11/17/2024	EACH OCCURRENCE	\$1,000,000
	DED ☒	RETENTION \$ 10,000					AGGREGATE	\$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
6878 NAVAJO RD UNIT 58
SAN DIEGO CA 92119

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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THANK YOU!

