

AGENDA

SPECIAL  
CITY COUNCIL MEETING

(MONDAY, SEPTEMBER 19, 2016  
CANCELLED)

TUESDAY, SEPTEMBER 20, 2016

7:00 P.M.

CITY COUNCIL CHAMBERS, CITY HALL – 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamations: Recognizing the Youth who have built the leadership skills and completed the training in 2016 to become a “Green Village Initiative Food Leader” who will be working in the community to help create a positive change for the City.

City Council Citations: Recognizing the Youth who have built the leadership skills and completed the training in 2016 to become a “Green Village Initiative Food Leader” who will be working in the community to help create a positive change for the City.

- 148-15** Public Hearing re: Disposition of Eight (8) City-Owned Properties by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: August 1, 2016 and August 15, 2016 (Special Meeting)

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 188-15** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Miguel Rivera, referred to Miscellaneous Matters Committee.
- 189-15** Communication from City Attorney re: Proposed Settlement of Pending Litigation with James Francoeur, referred to Miscellaneous Matters Committee.
- 190-15** Communication from City Attorney re: Proposed Settlement of Pending Litigation with the State of Connecticut, referred to Miscellaneous Matters Committee.
- 192-15** Communication from Police Chief re: Proposed Request that the Table of Organization for Lieutenants in the Police Department be increased from Twenty-one (21) to Twenty-two (22) Positions in the Classified Service, referred to Miscellaneous Matters Committee.

**RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

- 191-15** Resolution presented by Council Member Nieves re: Proposed request that the installation of "Speed Humps" of sufficient height, signage reading "School Crossing" and crosswalks painted on road surfaces be placed at the intersection of Barnum Avenue and Hallett Street, referred to Board of Police Commissioners.

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

- \*89-15** Public Safety and Transportation Committee Report re: Appointment of Stuart M. Rosenberg (U) to the Board of Fire Commissioners.
- \*161-15** Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA), Edward Byrne Memorial Justice Assistance Grant (JAG) Program (Project #17321).
- \*167-15** Public Safety and Transportation Committee Report re: Grant Submission: Omnibus Memorandum of Agreement (MOA) with the Connecticut Department of Emergency Management & Homeland Security for the State Homeland Security Grant Program (HSGP).
- \*169-15** Public Safety and Transportation Committee Report re: Request that the Honorary Designation of "Officer Gerald T. DiJoseph Way" be created with appropriate signage on James Street between Herral and Washington Avenues.
- \*183-15** Contracts Committee Report re: On-Call Environmental Engineering Professional Services Agreement with AECOM, TRC Environmental Corporation, Tighe & Bond, Freeman Companies and Leggette, Brashears & Graham, Inc for Environmental Services.
- \*184-15** Budget and Appropriations Committee Report re: Approval of Tax Anticipation Notes (TANS) - To Pay Current Expenses and Obligations of the City - FY2017.
- \*185-15** Budget and Appropriations Committee Report re: Approval of General Obligation Bonds - To Refund Certain General Obligation Bonds.

**MATTERS TO BE ACTED UPON:**

- 140-15** Contracts Committee Report re: Professional Services Agreement with St. Vincent's Multispecialty Group, Inc.

**UNFINISHED BUSINESS:**

- 180-15** Special Committee Report re: (Ref. #121-03) Street Discontinuance - Portions of East Washington Avenue ("Street"): Adopted on June 7, 2004.



THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, SEPTEMBER 20, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Clyde Nicholson 54 Wallace Street Bridgeport, CT 06604	Taxes.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Fiscal Distress.
Lee Samowitz 55 Armitage Drive Bridgeport, CT 06605	Solutions to property tax disparity for commercial tax rates.
Stephen M. Nelson 24A Stoneridge Road Bridgeport, CT 06606	Issues and concerns in the 135 <sup>th</sup> District/ "Agents of Change" Program.

**SPECIAL  
CITY COUNCIL MEETING  
PUBLIC SPEAKING  
MONDAY, SEPTEMBER 20, 2016  
6:30 PM  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT**

**CALL TO ORDER**

Council President McCarthy called the Public Speaking Session to order at 6:39 p.m.

**ROLL CALL**

City Clerk Lydia Martinez called the roll.

The following members were present:

130<sup>th</sup> District: Kathryn Bukovsky, Scott Burns  
131<sup>st</sup> District: Jack O. Banta  
132<sup>nd</sup> District: John Olson  
133<sup>rd</sup> District: Thomas McCarthy  
134<sup>th</sup> District: AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District:  
136<sup>th</sup> District: Jose Casco, Alfredo Castillo,  
137<sup>th</sup> District:  
138<sup>th</sup> District: Nessah Smith  
139<sup>th</sup> District: James Holloway

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, SEPTEMBER 20, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

**NAME**

**SUBJECT**

**Clyde Nicholson**  
54 Wallace Street  
Bridgeport, CT 06604

Taxes.

City of Bridgeport  
City Council  
Special Meeting  
September 20, 2016

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 26 P 3:03  
ATTEST  
CITY CLERK

Mr. Nicholson came forward to ask the Mayor and Council to do something about the violence on the streets. He said that every time he turns around, someone is getting shot. He mentioned that there were two shootings the previous evening. The kids have no fear. Mr. Nicholson spoke about two local reverends and their concerns about the students walking a mile and a half to school. He wondered why he was paying taxes and getting nothing in return. He asked why cameras were not being put up and officers were not walking a regular beat.

**John Marshall Lee**  
30 Beacon Street  
Bridgeport, CT 06605

City Fiscal Distress.

Good evening CC members,

One or more of you may have attended the Diocese of Bridgeport Synod services last Saturday at Webster Arena to hear about the journey of renewal of the Catholic Church in the Diocese of Bridgeport. Bishop Frank Caggiano spoke eloquently to the 8,000 people gathered there about the journey they were on. A scripture reading for the service, from St. Paul to the Philippians related: "Do nothing out of selfishness or out of vainglory; rather, humbly regard others as more important than yourselves, each looking out not for his own interests, but (also) everyone for those of others." It was a reminder to me of my journey with Tyisha Toms to become members of this body, our City Council, providing non-conflicted service to the public as part of Open, Accountable, Transparent and Honest governance. Last week's results were the culmination of months of speculation and door knocking and fewer than 400 votes separated Democrats City wide. In the 130th we received 46% of the vote. Somebody is paying attention to our questions.

A Sunday reading at my community of faith also caught my attention from Letter of St. James: "Where jealousy and selfish ambition exist, there is disorder and every foul practice." Nearly 2,000 years after these lines of scripture were first set down, the affairs of men and women unfortunately continue to feature selfishness, disorder and "every foul practice". Is it just human nature, or is it continuing failure of our institutions to put into practice and maintain Open, Accountable, Transparent and Honest process?

A voter gets one chance in our system to vote every two or four years. But how have they become informed? When a registered voter fails to vote we criticize them, but what is done to encourage them to come out to learn what you do and how important this work is to providing adequate services, public safety, reasonable spending and fair taxation in this City? Do you invite people to come to your Committee meetings and speak up? Can they receive all documents and records as you do electronically? How are they solicited per the Charter as annual participants in the Capital Budget process? Can you show them that you are more careful with their taxpayer funds than with your personal financial interests? Why are there so many questions that go unanswered? Is that someone else's duty, not yours?

When you face the voters in your district this year, assuming you are running, how will you answer their questions? Our operating budget may be around \$525 Million but by Fiscal year end close to \$700 Million including all grants and capital funding will be spent. Can you show them where your careful and informed participation made a difference? And if you are leaving the Council, as five members of the Budget and Appropriations Committee indicate, what legacy

City of Bridgeport  
City Council  
Special Meeting  
September 20, 2016

have you left to be followed? On primary day, a former CT mayor standing at our polls for a few hours to support a friend asked about the “conflicted City employees as Council people” situation; about what the elimination of an Internal Auditor seven years ago as part of City internal controls process meant and the subsequent failure by the City to follow a Council ordinance on annual purchasing reports and triennial audits. He was startled to understand that not only does this Council have no research support or service assistance but that the City has no Finance Board or body outside your B&A Committee to monitor fiscal matters. His instant response to me? Where are your checks and balances? Exactly. And profound.

Will voters be concerned this year in similar fashion? Time will tell.

*Council Members Lyons, McBride-Lee and Brantley joined the meeting at 6:45 p.m.*

**Lee Samowitz**  
55 Armitage Drive  
Bridgeport, CT 06605

Solutions to property tax disparity for  
commercial tax rates.

Mr. Samowitz came forward and said that he had gone to Hartford and asked what they should do about Bridgeport. The answer he was given was that the State only has so much money and Bridgeport needs a competitive edge

*Council Member Feliciano joined the meeting at 6:51 p.m.*

Mr. Samowitz spoke about a voluntary program that would help the businesses in the City. He said that it was time for the City to think outside the box.

**Stephen M. Nelson**  
24A Stoneridge Road  
Bridgeport, CT

Issues and concerns in the 135th District/  
“Agents of Change” Program.

Mr. Stephen Nelson came forward to speak about Agent of Change. He reminded everyone that he had spoken to the Council two weeks earlier. He said that it was important to know what happens when the community responds with love and support.

Mr. Nelson said that he would like to respond to the negative comments that had been made at the previous meeting. Many of the shootings happen over unmediated disputes. He said that there were a number of students who were members of the program “Agents of Change” present with him.

One young woman came forward and explained that for many members of the group, it was the first job that they ever had. She then gave the details about an upcoming event that would be held at the Margaret Morton Government Center during the coming week-end.

Another young woman spoke about the upcoming event about how the group is working at Trumbull Gardens to improve things there.

**Howard Gardener**  
Bridgeport, CT

Mr. Howard Gardner came forward and said he was present as a member of the Board of Education. He said that the District was one of the lowest scoring Districts and has been under funded for many years. Bridgeport spends about \$14,000/per student. Waterbury and Hartford spend more. He then reviewed the budget figures from 215-2016. The cost of education continues to grow due to increased salaries, health care costs and an increasing number of students. Mr. Gardner mentioned the MBR and pointed out that it has not grown since the last administration. The past few years have been flat funded. This resulted in the program's being cut and many of the programs are vital, such as paraprofessionals. This year, The District started with a 25 million dollar deficit. Mr. Gardner said that the City had received some funding from the State and that it was not enough for the District.

**Ms. Karen Jackson**  
Bridgeport, CT

Ms. Jackson said that she had just heard that the City Council had received 12 million from the State and thought that 6 million was going to be given to the District. She said that for the last 14 years, the school budgets have been cut. Ms. Jackson said that her three children have been in the Parent's Choice program and are being educated in other towns at the City's expense. She mentioned the recent CCJEF decision and encouraged the City to work to get more money for the students.

#### **ADJOURNMENT**

Council President McCarthy closed the public speaking at 7:10 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services



**CITY OF BRIDGEPORT**

**SPECIAL  
CITY COUNCIL MEETING**

**MONDAY, SEPTEMBER 20, 2016**

**7:00 PM**

**City Council Chambers, City Hall - 45 Lyon Terrace**

**Bridgeport, Connecticut**

**CALL TO ORDER**

Council President McCarthy called the meeting to order at 7:49 p.m.

**PRAYER**

Council President McCarthy requested Council Member McBride-Lee lead those present in prayer.

**PLEDGE OF ALLEGIANCE**

Council President McCarthy requested that a member of the City staff lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

City Clerk Lydia Martinez called the roll.

The following members were present:

130<sup>th</sup> District: Kathryn Bukovsky, Scott Burns  
131<sup>st</sup> District: Jack O. Banta  
132<sup>nd</sup> District: John Olson, M. Evette Brantley  
133<sup>rd</sup> District: Thomas McCarthy  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Mary McBride-Lee, Richard Salter  
136<sup>th</sup> District: Alfredo Castillo, Jose Casco  
137<sup>th</sup> District: Aidee Nieves, Milta Feliciano  
138<sup>th</sup> District: Anthony Paoletto, Nessah Smith  
139<sup>th</sup> District: Eneida Martinez, James Holloway

**148-15 Public Hearing re: Disposition of Eight (8) City-Owned Properties by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations.**

Council President McCarthy opened the public hearing on the Disposition of Eight (8) City-Owned Properties by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations at 7:52 p.m.

He asked if there was anyone who was present who wished to speak in favor of the issue. No one came forward. He repeated the question.

Council Member Olson asked Mr. Perez to come forward to speak about the parcels that were on the list for the action or sale. Mr. Perez listed the parcels. Council Member Brantley asked to be notified of the date of the sale. Mr. Perez said that he would let the Council Members know.

Council Member Banta asked how the price was determined and the auction was handled. Mr. Perez gave a brief overview of the auction process.

Council President McCarthy asked if there was anyone present who wished to speak in favor of the issue. No one came forward. He repeated the question two more times with no response. Council President McCarthy asked if there was anyone present who wished to speak against the issue. No one came forward. He repeated the question two more times. Hearing none, Council President McCarthy closed the public hearing on Agenda Item 148-15 - Disposition of Eight (8) City-Owned Properties by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations at 8:00 p.m.

**\*\* COUNCIL MEMBER BANTA MOVED TO APPROVE AGENDA ITEM 148-15 REGARDING THE DISPOSITION OF EIGHT (8) CITY-OWNED PROPERTIES BY AUCTION, SALE TO ABUTTER OR BY SALE TO COMMUNITY BASED HOUSING DEVELOPMENT CORPORATIONS.**

**\*\* COUNCIL MEMBER SALTER SECONDED.**

**\*\* THE MOTION PASSED UNANIMOUSLY.**

Council President McCarthy said that Council Member Herron was unable to attend due to work issues and Council Member Taylor-Moye was out of town.

Council Member Vizzo-Paniccia then requested a moment of silence for Bridgeport Police Sergeant Carl Leonzi, Sr. who died on June 24, 2016. She said that she knew Sgt. Leonzi for over 20 years and that he was both a family man and a community minded man. He served Bridgeport for over 44 years and was part of the Narcotics Division. Council Member Vizzo-Paniccia concluded her remarks by wishing Sgt. Leonzi to rest in peace and God's blessing on his wife, Gail and the family.

Council Member Brantley asked for a moment of silence for Ms. Rose Gilliam who served the City for several years and worked with the community to make Bridgeport a better place.

Council President McCarthy then requested all those present to rise and observe a moment of silence.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: August 1, 2016 and August 15, 2016 (Special Meeting)**

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO APPROVE THE CITY COUNCIL MINUTES OF AUGUST 1, 2016 AND AUGUST 15, 2016 (SPECIAL MEETING).**

**\*\* COUNCIL MEMBER FELICIANO SECONDED.**

**\*\* THE MOTION TO APPROVE THE CITY COUNCIL MINUTES OF AUGUST 1, 2016 AND AUGUST 15, 2016 (SPECIAL MEETING) AS SUBMITTED PASSED WITH SEVENTEEN (17) IN FAVOR (BUKOVSKY, BURNS, BANTA, BRANTLEY, OLSON, MCCARTHY, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, SALTER, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH, MARTINEZ AND HOLLOWAY) AND ONE ABSTENTION (CASCO).**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO COMBINE THE RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS WITH THE COMMUNICATIONS REFERRED TO COMMITTEE AND APPROVE THE FOLLOWING ITEMS:**

**188-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH MIGUEL RIVERA, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**189-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH JAMES FRANCOEUR, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**190-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH THE STATE OF CONNECTICUT, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**192-15 COMMUNICATION FROM POLICE CHIEF RE: PROPOSED REQUEST THAT THE TABLE OF ORGANIZATION FOR LIEUTENANTS IN THE POLICE DEPARTMENT BE INCREASED FROM TWENTY-ONE (21) TO TWENTY-TWO (22) POSITIONS IN THE CLASSIFIED SERVICE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**RESOLUTIONS TO BE REFERRED TO BOARDS,  
COMMISSIONS, ETC.:**

**191-15 RESOLUTION PRESENTED BY COUNCIL MEMBER NIEVES RE: PROPOSED REQUEST THAT THE INSTALLATION OF "SPEED HUMPS" OF SUFFICIENT HEIGHT, SIGNAGE READING "SCHOOL CROSSING" AND CROSSWALKS PAINTED ON ROAD SURFACES BE PLACED AT THE**

**INTERSECTION OF BARNUM AVENUE AND HALLETT STREET,  
REFERRED TO BOARD OF POLICE COMMISSIONERS.**

- \*\* COUNCIL MEMBER BANTA SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

Council President McCarthy then asked if there was any Council Members who would like to remove an item from the Consent Calendar. Hearing none, he requested City Clerk Martinez read the items into the record.

**\*\* COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING ITEMS:**

**\*89-15 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT  
RE: APPOINTMENT OF STUART M. ROSENBERG (U) TO THE BOARD OF  
FIRE COMMISSIONERS.**

**\*161-15 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT  
RE: GRANT SUBMISSION: U.S. DEPARTMENT OF JUSTICE (DOJ), OFFICE  
OF JUSTICE PROGRAMS (OJP), BUREAU OF JUSTICE ASSISTANCE (BJA),  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM (PROJECT #17321).**

**\*167-15 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT  
RE: GRANT SUBMISSION: OMNIBUS MEMORANDUM OF AGREEMENT  
(MOA) WITH THE CONNECTICUT DEPARTMENT OF EMERGENCY  
MANAGEMENT & HOMELAND SECURITY FOR THE STATE HOMELAND  
SECURITY GRANT PROGRAM (HSGP).**

**\*169-15 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT  
RE: REQUEST THAT THE HONORARY DESIGNATION OF "OFFICER  
GERALD T. DIJOSEPH WAY" BE CREATED WITH APPROPRIATE  
SIGNAGE ON JAMES STREET BETWEEN HARRAL AND WASHINGTON  
AVENUES.**

**\*183-15 CONTRACTS COMMITTEE REPORT RE: ON-CALL  
ENVIRONMENTAL ENGINEERING PROFESSIONAL SERVICES  
AGREEMENT WITH AECOM, TRC ENVIRONMENTAL CORPORATION,  
TIGHE & BOND, FREEMAN COMPANIES AND LEGGETTE, BRASHEARS &  
GRAHAM, INC FOR ENVIRONMENTAL SERVICES.**

**\*184-15 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE:  
APPROVAL OF TAX ANTICIPATION NOTES (TANS) – TO PAY CURRENT  
EXPENSES AND OBLIGATIONS OF THE CITY – FY2017.**

**\*185-15 BUDGET AND APPROPRIATIONS COMMITTEE REPORT RE:  
APPROVAL OF GENERAL OBLIGATION BONDS – TO REFUND CERTAIN  
GENERAL OBLIGATION BONDS.**

- \*\* COUNCIL MEMBER SALTER SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

**MATTERS TO BE ACTED UPON:**

**140-15 Contracts Committee Report re: Professional Services Agreement with St. Vincent's Multispecialty Group, Inc.**

- \*\* COUNCIL MEMBER PAOLETTO MOVED THE ITEM.**
- \*\* COUNCIL MEMBER CASTILLO SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

**UNFINISHED BUSINESS:**

**180-15 Special Committee Report re: (Ref. #121-03) Street Discontinuance - Portions of East Washington Avenue ("Street"): Adopted on June 7, 2004.**

Council Member Feliciano said that this item had been tabled because the Council Members were unsure as to what was involved. She said that she had contacted the Office of Economic Development and the Engineering Department. The staff reviewed the details and reasons for the discontinuance to her, she now understood what was being requested.

- \*\* COUNCIL MEMBER PAOLETTO MOVED THE ITEM.**
- \*\* COUNCIL MEMBER FELICIANO SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

Council Member McBride-Lee requested a point of personal privilege. She announced that there would be a Community March in Solidarity for the Police Department on Saturday, September 24th starting at 12 Noon from the New Hope Missionary Baptist Church. The march will be sponsored by Mayor Joe Ganim; I.M.A.; the Bridgeport Police Department, the Bridgeport Fire Department, Street Safe; the Bridgeport City Council; the Bridgeport Guarding Fire Birds, and Alaziz Islamic Religious Leaders among others.

Council Member Feliciano announced that there would be an awards ceremony involving Council Member Eneida Martinez on Friday, September 23rd which will be held at 999 Broad Street.

Council Member Paoletto said that there was an upcoming Public Forum on Asylum Street from 11 a.m. to 6 p.m. and is open to the public.

Council Member Brantley announced that there would be a celebration held in honor of Jack Bailey on September 24th at 8:00 p.m.



Council Member Olson announced that there was a School Volunteer Association Read Aloud Day scheduled for October 20, 2016. Interested parties should sign up in advance to read aloud to the school children. The event is being sponsored by People's United Bank, Gexpro; Fairfield University, New City Foundation; Bigelow Tea; United Way of Coastal Fairfield County; Emera Energy; and the Rotary Club of Bridgeport.

Council Member Brantley announced there would be a Connecticut Against Violence event on "Preparing the Youth for a Better Tomorrow" held at Housatonic Community College on September 23rd from 8:30 a.m. to 1:30 p.m. The focus will be on interactive workshops and forums helping students prevent youth violence in the community and in schools.

### ADJOURNMENT

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO ADJOURN.**

**\*\* COUNCIL MEMBER BUKOVSKY SECONDED.**

**\*\* THE MOTION TO ADJOURN PASSED UNANIMOUSLY.**

The meeting adjourned at 8: 11 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CITY COUNCIL  
NOTICE OF PUBLIC HEARING  
REVISED**

**Public Hearing concerning the above captioned matter scheduled for Monday, September 19, 2016 is hereby CANCELLED and RESCHEDULED as follow:**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on **\*\*Tuesday evening, September 20, 2016** beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

**Item #148-15**

1. Disposition of Certain City Owned Properties (8) by Auction, Sale to Abutter or by Sale to Community Based Housing Development Corporations.

<b>NUMBER</b>	<b>ADDRESS</b>	<b>HOUSE TYPE</b>	<b>Block/Lot</b>
167	Steuben Street/ 95 Gilmore Street	School	846-6
156	Clarence Street	Row House	814-14
321	Remington Street	Row House	1907-58A
398	Waterview Avenue	Lot	859-3
408	Waterview Avenue	Lot	859-2
420	Waterview Avenue	Lot	859-1
39	Carroll Court	Res	634-18
1	Buena Way	Lot	1150-35/A

Attest:

Lydia N. Martinez  
City Clerk

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AD ENDS ABOVE LINE

ECD& Environment Committee  
Public Hearing  
September 15, 2016  
Page 2 of 2

**Requires Certification**

**2 Editions, Connecticut Post:**

**PLEASE PUBLISH ON (Friday, September 9, 2016 & Friday, September 16, 2016)**

Emailed to: Legal Ad Dept. at [publicnotices@ctpost.com](mailto:publicnotices@ctpost.com)

Account #: 111171

PO: 17000412-00

Dated: September 15, 2016

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Ec: City Council Members  
Mayor Joseph P. Ganim  
J. Gomes, CAO  
G. Malheiro, Deputy CAO  
A. dePara Jr., CAO's Office  
R. Christopher Meyer, City Attorney  
M. Anastasi, Associate City Attorney  
R. Liskov, Associate City Attorney  
T. Gill, Director, OPED  
M. Perez, Sr. Economic Development Associate  
D. Roach, Director, Government & Operations  
E. Adams, Dir., Government Accountability & Integrity  
B. Coleman, Director, Neighborhood Development, OPED

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, Connecticut 06604-4328

**CITY ATTORNEY**  
R. Christopher Meyer

**DEPUTY CITY ATTORNEY**  
John P. Bohannon, Jr.

**ASSOCIATE CITY ATTORNEYS**

Mark T. Anastasi  
Richard G. Kascak, Jr.  
Bruce L. Levin  
Russell D. Liskov  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Ronald J. Pacacha  
Lisa R. Trachtenburg

September 12, 2016



**ASSISTANT CITY ATTORNEYS**

Edmund F. Schmidt  
Eroll V. Skyers  
Tyisha S. Toms

Telephone (203) 576-7647  
Facsimile (203) 576-8252

COM. #188-15 Ref'd to Miscellaneous Matters Committee  
on 9/19/2016 CANCELLED  
Carried Over to Special Meeting on 9/20/2016

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: **PROPOSED SETTLEMENT OF PENDING LITIGATION:  
MIGUEL RIVERA V. CITY OF BRIDGEPORT AND WILLIAM SIMPSON**

Dear Honorable Members:

The Office of the City Attorney is requesting authority to enter into Mediation regarding the above-referenced file.

Kindly place this matter on the agenda for the City Council meeting on September 19, 2016 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer  
City Attorney

RCM/kr

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 13 A 11:24

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY  
R. Christopher Meyer

999 Broad Street  
Bridgeport, Connecticut 06604-4328

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Edmund F. Schmidt  
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Tyisha S. Toms

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DEPUTY CITY ATTORNEY

John P. Bohannon, Jr.

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Russell D. Liskov  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Ronald J. Pacacha  
Lisa R. Trachtenburg

COMM. #189-15 Ref'd to Miscellaneous Matters Committee  
on 9/19/2016 CANCELLED  
Carried Over to Special Meeting on 9/20/2016

September 12, 2016

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: **PROPOSED SETTLEMENT OF PENDING LITIGATION:  
JAMES FRANCOEUR V. CITY OF BRIDGEPORT AND ANDRES TALAVERA**

Dear Honorable Members:

The Office of the City Attorney is requesting authority to enter into settlement negotiations regarding the above-referenced file.

Kindly place this matter on the agenda for the City Council meeting on September 19, 2016 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer  
City Attorney

RCM/kr

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 13 A 11:24  
ATTEST  
CITY CLERK



CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

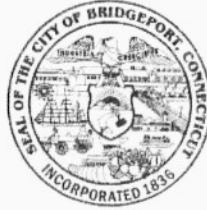
999 Broad Street  
Bridgeport, Connecticut 06604-4328

**CITY ATTORNEY**  
R. Christopher Meyer

**DEPUTY CITY ATTORNEY**  
John P. Bohannon, Jr.

**ASSOCIATE CITY ATTORNEYS**

Mark T. Anastasi  
Richard G. Kascak, Jr.  
Bruce L. Levin  
Russell D. Liskov  
John R. Mitola  
Lawrence A. Ouellette, Jr.  
Ronald J. Pacacha  
Lisa R. Trachtenburg



**ASSISTANT CITY ATTORNEYS**

Edmund F. Schmidt  
Eroll V. Skyers  
Tyisha S. Toms

Telephone (203) 576-7647  
Facsimile (203) 576- 8252

COMM. #190-15 Ref'd to Miscellaneous Matters Committee  
on 9/19/2016 CANCELLED

Carried Over to Special Meeting on 9/20/16

September 13, 2016

The Honorable City Council  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: **PROPOSED SETTLEMENT OF PENDING LITIGATION:  
STATE OF CONNECTICUT v. CITY OF BRIDGEPORT**

Dear Honorable Members:

The Office of the City Attorney is requesting authority to enter into negotiations to resolve the above-referenced file.

Kindly place this matter on the agenda for the City Council meeting on September 19, 2016 for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.

Very truly yours,

R. Christopher Meyer  
City Attorney

RCM/kr

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CITY CLERK'S OFFICE  
2016 SEP 13 P 3:29  
ATTEST  
CITY CLERK



City of Bridgeport  
DEPARTMENT OF POLICE  
**OFFICE OF THE CHIEF**

300 Congress Street • Bridgeport, Connecticut 06604 • Telephone (203) 581-5111 • Fax (203) 576-8130

**ARMANDO J. PEREZ**  
Chief of Police

COMM. #192-15 Ref'd Miscellaneous Matters Committee  
on 09/19/2016 CANCELLED  
Carried Over to Special Meeting on 9/20/2016

**VIA FAX 576-7102**

September 12, 2016

President of Common Council  
Thomas McCarthy  
Attn: Lydia Martinez, City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

Re: **Table Of Organization for Lieutenants Request Dated January 25, 2010**

Dear Lydia,

Pursuant to the letter attached from previous Chief Joseph L. Gaudett, Jr. dated January 25, 2010 I respectfully request that you act upon this matter with immediacy.

As always, your assistance is appreciated.

Sincerely,

Armando J. Perez  
Chief of Police

AJP/III

Cc: Thomas McCarthy

ATTEST  
CITY CLERK  
RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 13 A 9:43



*City of Bridgeport*  
DEPARTMENT OF POLICE  
**OFFICE OF THE CHIEF**

300 Congress Street • Bridgeport, Connecticut 06604 • (203) 581-5111 • Fax (203) 576-8130

JOSEPH L. GAUDET, JR.  
Acting Chief of Police

**VIA FAX 576-7102**

January 25, 2010

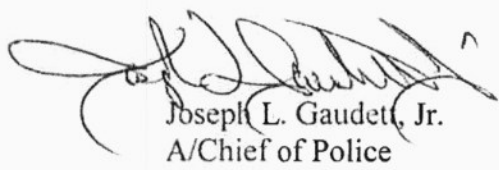
Mr. David Dunn, Personnel Director  
45 Lyon Terrace  
Bridgeport, CT 06604

**Re: Increase Table of Organization for Lieutenants**

Dear Dave,

Please be advised that I am recommending the Table of Organization for Lieutenants be increased from (21) twenty one to (22) twenty two.

Sincerely,



Joseph L. Gaudett, Jr.  
A/Chief of Police

JLG/III

RECEIVED  
CITY CLERK'S OFFICE  
2010 SEP 13 A 9:43  
ATTEST  
CITY CLERK



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
 CITY CLERK'S OFFICE  
 2016 SEP 3 P 2:59  
 ATTEST  
 CITY CLERK

SECTION I	CITY COUNCIL SUBMISSION INFORMATION				
<b>Log ID/Item Number:</b>	191-15				
<b>Submitted by Councilmember(s):</b>	Aidee Nieves				
<b>Co-Sponsors(s):</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 25%; padding: 2px;">Choose an item.</td> <td style="border: 1px solid black; width: 25%; padding: 2px;">Choose an item.</td> <td style="border: 1px solid black; width: 25%; padding: 2px;">Choose an item.</td> <td style="border: 1px solid black; width: 25%; padding: 2px;">Choose an item.</td> </tr> </table>	Choose an item.	Choose an item.	Choose an item.	Choose an item.
Choose an item.	Choose an item.	Choose an item.	Choose an item.		
<b>District:</b>	137TH				
<b>Subject:</b>	School Crossing Enhancement at Intersection of Barnum Avenue and Hallett Street				
<b>Referred to:</b>	Board of Police Commissioners				
<b>City Council Date:</b>	September 19, 2016 <del>Cancelled and Carried over to Sp. Meeting</del> on 9/20/2016				

SECTION II	RESOLUTION (PLEASE TYPE BELOW)
------------	--------------------------------

WHEREAS, the City Council desires to ensure the safety and well being of its citizens, inhabitants and all other persons travelling on the streets of Bridgeport; and

WHEREAS, Barnum Avenue, at its intersection with Hallett Street, is a major corridor and crossing point daily for large numbers of children and accompanying adults heading to the nearby Barnum School; and

WHEREAS, the intersection is also used daily by large numbers of motor vehicles, light and heavy commercial trucks, tractor trailers from a nearby driver training school as well as police, fire and emergency medical response vehicles answering calls for service; and

WHEREAS, currently there are no crosswalks, road markings or warning signs at the intersection to slow and warn oncoming traffic of the school crossing, its one crossing guard is so at risk he has resorted to putting orange cones in the road to prevent the frustrated drivers of vehicles on Barnum Avenue from swinging around other stopped traffic and clipping him or a child; and

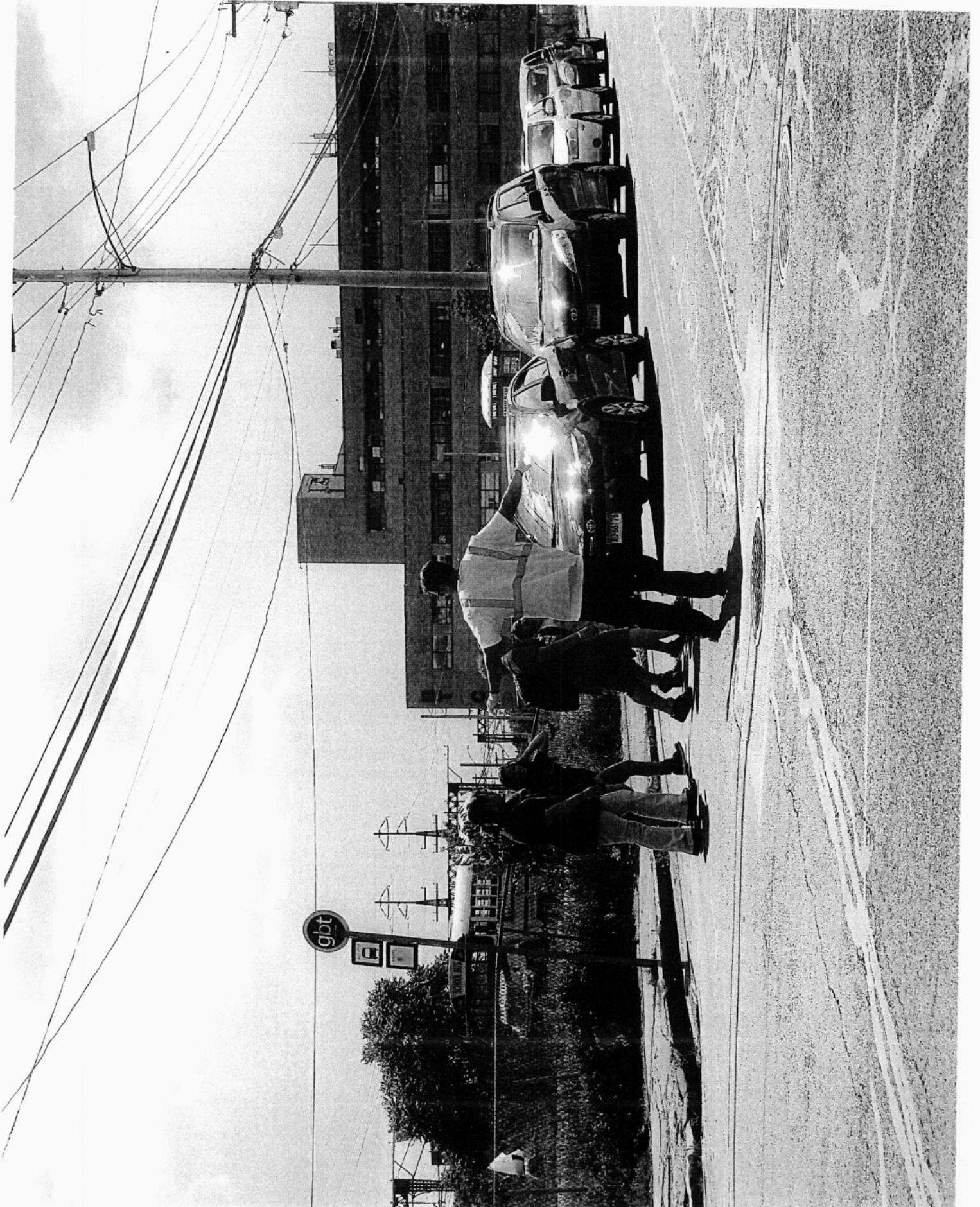
WHEREAS, the frustration of drivers on Barnum Avenue comes from an increasing number of parents driving their children to the Barnum School who see the crossing guard as a means to shoot across the intersection when he stops Barnum Avenue traffic, even pulling out into the intersection after pedestrians are clear, forcing the crossing guard to continue to stand there to direct motor vehicle traffic to reduce the likelihood of an accident occurring or a child being injured; and

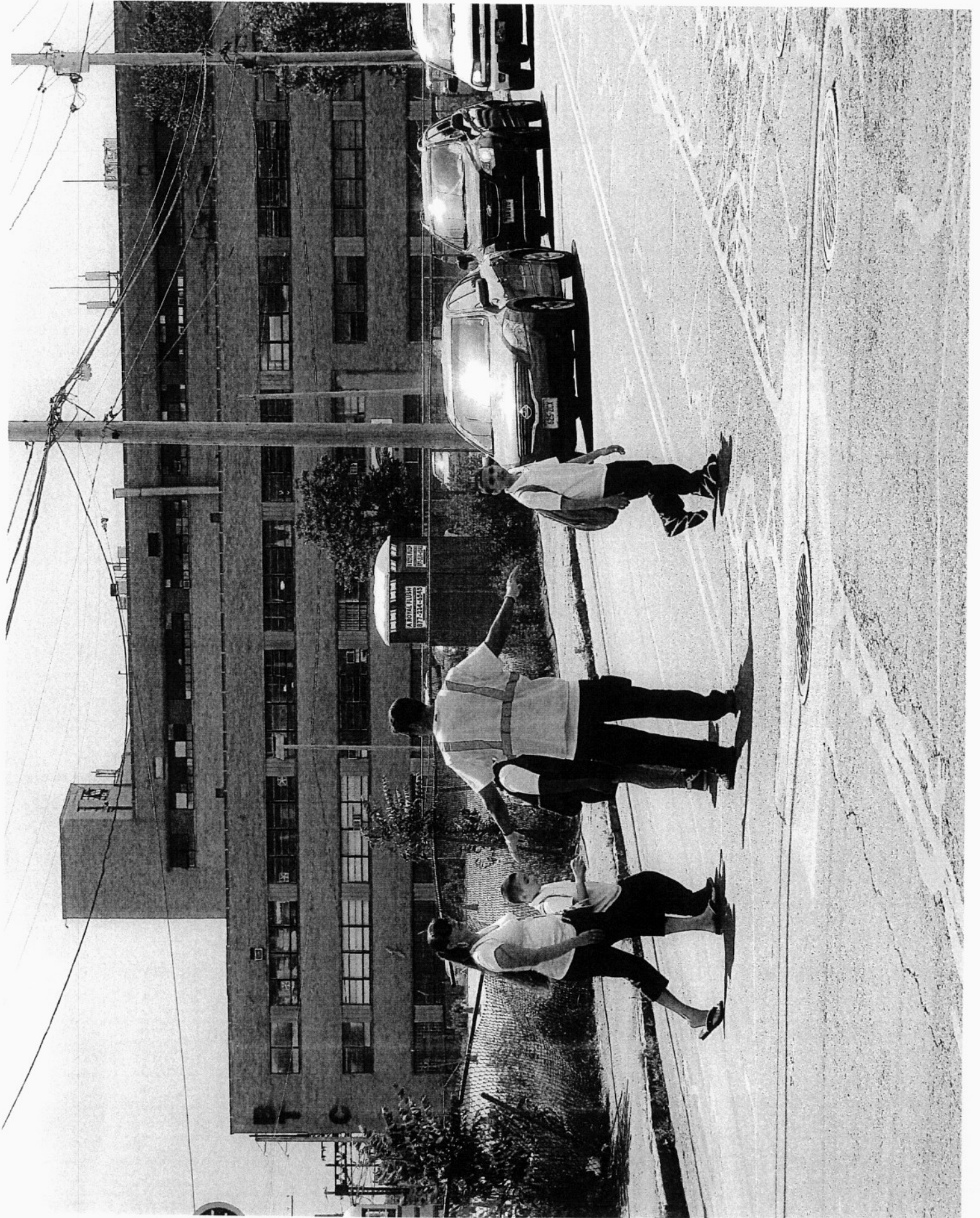
NOW, THEREFORE, BE IT RESOLVED, the City Council hereby requests the Board of Police Commissioners enhance the safety of school children and other pedestrians using the intersection of Barnum Avenue and Hallett Street by authorizing the installation of crosswalks painted on road surface at all four corners, installation of signs reading "School Crossing" on each corner, and the installation of "Speed Humps" of sufficient height in the middle of intersection to reduce speeding.

- Eight Photographs Attached -

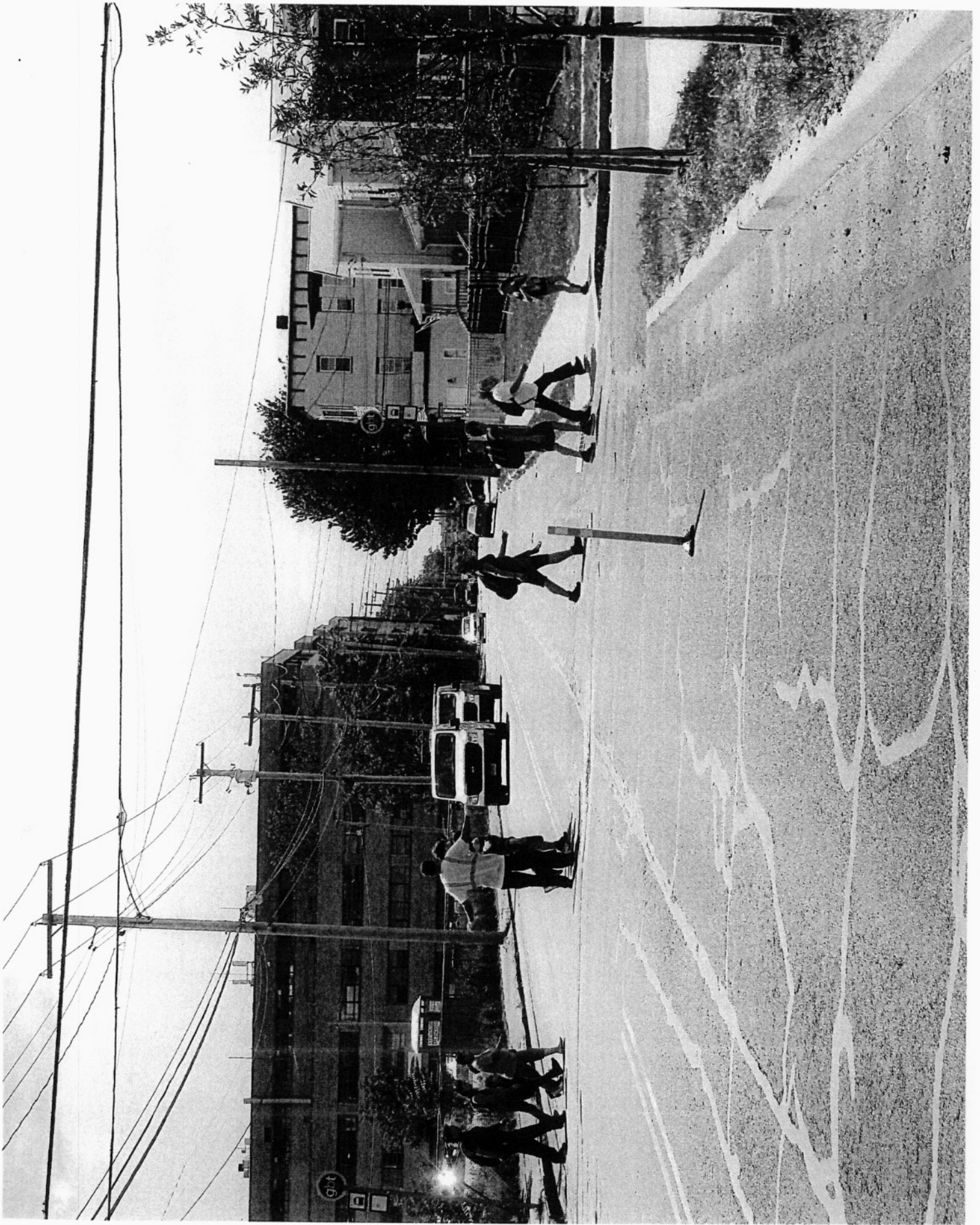


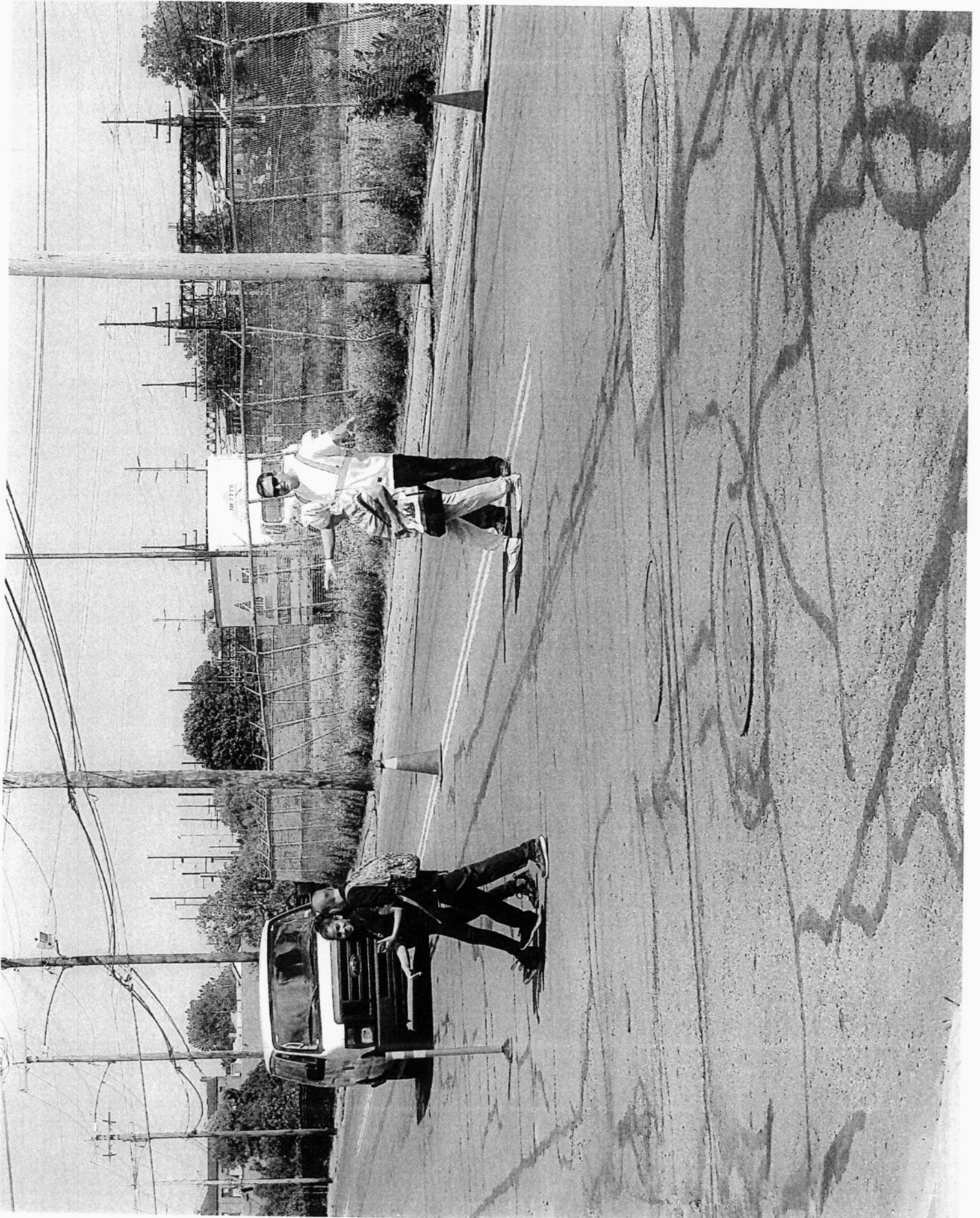






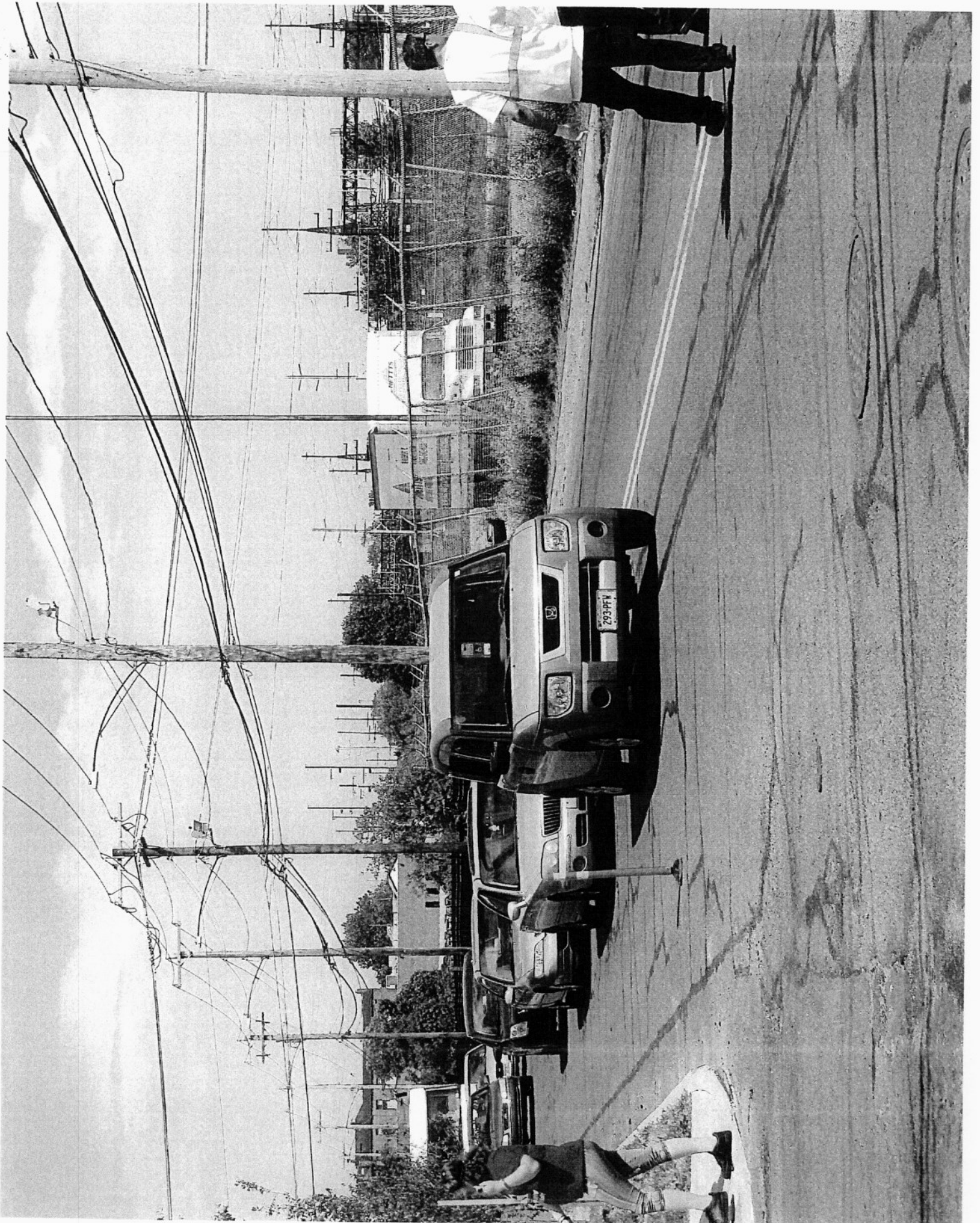
















Item# \*89-15 Consent Calendar

Appointment of Stuart M. Rosenberg (U) to the Board of Fire Commissioners.



Report  
of  
Committee  
on

Public Safety and Transportation

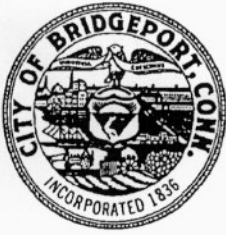
City Council Meeting Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on: September 20, 2016

Attest: *Lydia N. Martinez*  
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Garfin*  
Joseph P. Garfin, Mayor

Date Signed: 9/29/16

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 30 P 1:04  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

### **\*89-15 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, Appointed to the Board of Fire Commissioners in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

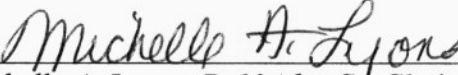
#### NAME


#### TERM EXPIRES


Stuart M. Rosenberg (U)  
106 Unquowa Hill Street  
Bridgeport, CT 06604

December 31, 2017

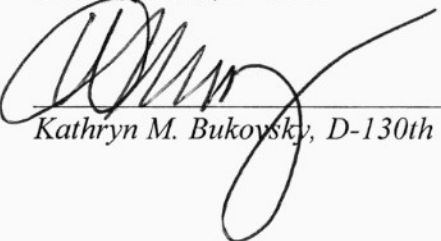
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**

  
Michelle A. Lyons, D-134th, Co-Chair

  
Mary McBride-Lee, D-135th, Co-Chair

  
Jack O. Banta, D-131st

  
Richard D. Salter, Sr., D-135th

  
Kathryn M. Bukovsky, D-130th

  
Eneida L. Martinez, D-139th

\_\_\_\_\_  
Jeanette Herron, D-133rd

City Council Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on September 20, 2016

Item# \*161-15 Consent Calendar

Grant Submission: re U.S. Department of Justice (DOJ),  
Office of Justice Programs (OJP), Bureau of Justice  
Assistance (BJA), Edward Byrne Memorial Justice  
Assistance Grant (JAG) Program (#17321).



**Report**  
**of**  
**Committee**  
**on**

**Public Safety and Transportation**

City Council Meeting Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on: September 20, 2016

Attest: *Lydia N. Martinez*  
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Garim*  
Joseph P. Garim, Mayor

Date Signed: \_\_\_\_\_

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 30 P 1:04  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*161-15 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the**

**U.S. Department of Justice, Office of Justice Programs' Bureau of Justice Assistance  
Edward Byrne Memorial Justice Grant (JAG) Program (#17321)**

WHEREAS, the U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP), Bureau of Justice Assistance (BJA) is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

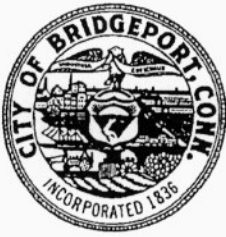
WHEREAS, funds under this grant will be used to support and improve law enforcement response; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Police Department, submits an application to the U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) to support projects and acquire equipment that will improve law enforcement response.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application and to contract with the U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) for the purpose of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Office of Central Grants, to execute and file such application with the U.S. Department of Justice (DOJ), Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.





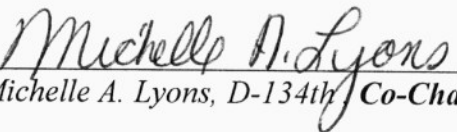
# City of Bridgeport, Connecticut Office of the City Clerk


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Report of Committee on Public Safety and Transportation  
Item No. \*161-15 Consent Calendar

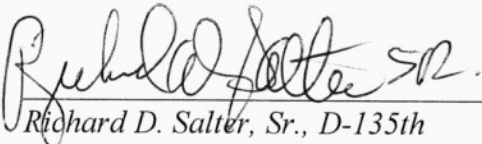
-2-

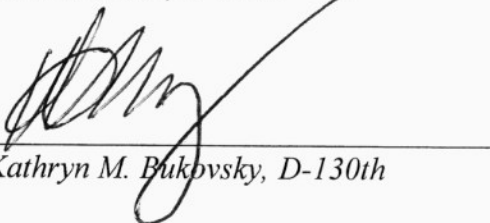
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
PUBLIC SAFETY AND TRANSPORTATION

  
Michelle A. Lyons, D-134th, Co-Chair

  
Mary McBride-Lee, D-135th, Co-Chair

  
Jack O. Banta, D-131st

  
Richard D. Salter, Sr., D-135th

  
Kathryn M. Bukovsky, D-130th

  
Eneida L. Martinez, D-139th

\_\_\_\_\_  
Jeanette Herron, D-133rd

City Council Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on September 20, 2016



Item# \*167-15 Consent Calendar

Grant Submission: re Omnibus Memorandum of Agreement (MOA) with the Connecticut Department of Emergency Management & Homeland Security for the State Homeland Security Grant Program.



Report  
of  
Committee  
on

Public Safety and Transportation

City Council Meeting Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on: September 20, 2016

Attest: Lydia N. Martinez  
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim  
Joseph P. Ganim, Mayor

Date Signed: 9/29/16

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 30 P 1:05  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*167-15 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Connecticut Department of Emergency Management & Homeland Security  
(CTDEMHS) MOA for the  
State Homeland Security Grant Program**

**WHEREAS**, the **Connecticut Department of Emergency Management & Homeland Security** is authorized to extend homeland security funding to Region 1 in the form of a grant; and

**WHEREAS**, this funding has been made possible through the **City of Stamford as the Region 1 Fiduciary**; and

**WHEREAS**, funds under this grant will be used for example to deliver regional emergency equipment, conduct regional community outreach & education, coordinate regional emergency planning and regional hazard/threat assessments, develop regional mass care process, and establish a regional unified command communication platform and structure.

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport, submits an MOA to the **City of Stamford acting as Regional Fiduciary for the CT DEMHS State Homeland Security Grant Program** to fund various regional homeland Security projects.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's MOA with the **City of Stamford as Regional Fiduciary** for the purpose of the **CT DEMHS State Homeland Security Grant Program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of Emergency Management**, to execute an MOA to the **City of Stamford acting as Fiduciary of the Connecticut DEMHS State Homeland Security Grant Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

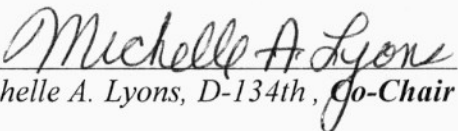


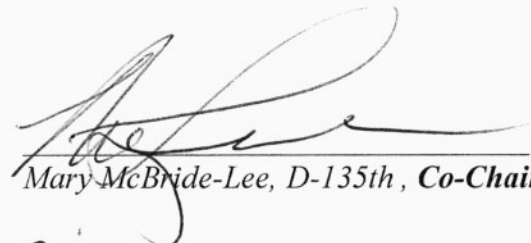
# City of Bridgeport, Connecticut Office of the City Clerk


Report of Committee on Public Safety and Transportation  
Item No. \*167-15 Consent Calendar

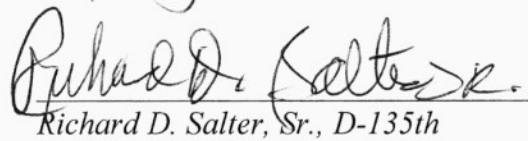
-2-

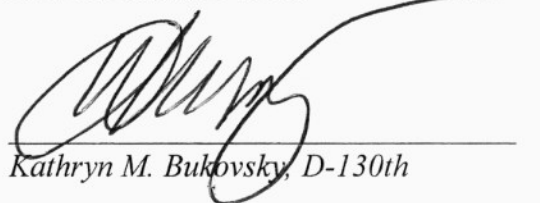
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
PUBLIC SAFETY AND TRANSPORTATION

  
Michelle A. Lyons, D-134th, **Co-Chair**

  
Mary McBride-Lee, D-135th, **Co-Chair**

  
Jack O. Banta, D-131st

  
Richard D. Salter, Sr., D-135th

  
Kathryn M. Bukovsky, D-130th

  
Eneida L. Martinez, D-139th

\_\_\_\_\_  
Jeanette Herron, D-133rd

*City Council Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on September 20, 2016*

Item# \*169-15 Consent Calendar

Request that the Honorary Designation of "Officer Gerald T. DiJoseph Way" be created with the proper street signage on James Street between Harral and Washington Avenues.



Report  
of  
Committee  
on

Public Safety and Transportation

City Council Meeting Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on: September 20, 2016

Attest: Lydia N. Martinez  
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim  
Joseph P. Ganim, Mayor

Date Signed: 9/29/16

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 30 P 1:05  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

*To the City Council of the City of Bridgeport.*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*169-15 Consent Calendar**

**WHEREAS**, when people take on the job of a police officer, when they put on the badge, everyone knows the risks that come with it, that they can be asked to pay the ultimate price at anytime; and

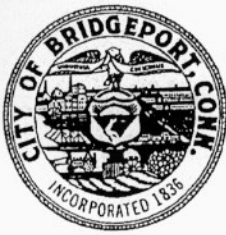
**WHEREAS**, each day Bridgeport residents unknowingly walk past locations in the city where the supreme sacrifice has been made by those unflinching souls who have sworn to keep us safe and uphold the law even at the cost of their own lives; and

**WHEREAS**, such a location is 65 James Street, between Harral Avenue and Washington Avenue, two blocks from police headquarters, where on Friday afternoon, Nov. 28, 1980 Officer Gerald T. DiJoseph, 33, was killed after making a motor vehicle stop; and

**WHEREAS**, nearly thirty-six years after his death his wife, three children, and department miss him as much today as the day he was taken from them, he is in their hearts and minds always and they ask that a portion of James Street be named in honor of him; and

**WHEREAS**, Officer DiJoseph was dedicated to his family, dedicated to duty, it is important that we never forget him or any officer who has made the ultimate sacrifice for us, any time we can come back and memorialize them is an honor for them and their families; and

**NOW, THEREFORE, BE IT RESOLVED**, in honor of the memory and legacy of Officer Gerald T. DiJoseph, and to serve as a reminder of the respect we have and sorrow we feel for all officers who have given their lives, that James Street between Harral and Washington Avenues be given the honorary designation of "Officer Gerald T. DiJoseph Way" with appropriate signage that befits this great honor being placed at each corner.



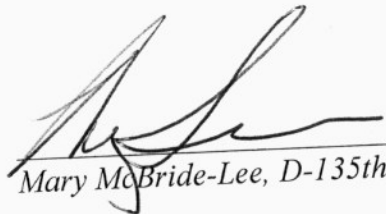
# City of Bridgeport, Connecticut Office of the City Clerk


Report of Committee on Public Safety and Transportation  
Item No. \*169-15 Consent Calendar


-2-

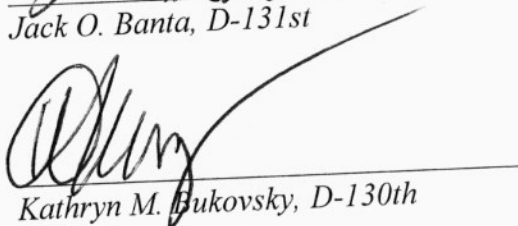
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
PUBLIC SAFETY AND TRANSPORTATION


  
Michelle A. Lyons, D-134th, Co-Chair

  
Mary McBride-Lee, D-135th, Co-Chair

  
Jack O. Banta, D-131st

  
Richard D. Salter, Sr., D-135th

  
Kathryn M. Bukovsky, D-130th

  
Eneida L. Martinez, D-139th

\_\_\_\_\_  
Jeanette Herron, D-133rd

City Council Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on September 20, 2016



Item# \*183-15 Consent Calendar

On-Call Environmental Engineering Professional Services Agreement with AECOM, TRC Environmental Corporation, Tighe & Bond, Freeman Companies and Leggett, Brashears & Graham, Inc. for Environmental Services.



Report  
of  
Committee  
on  
Contracts

City Council Meeting Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on: September 20, 2016

Attest: Lydia N. Martinez  
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganjin  
Joseph P. Ganjin, Mayor

Date Signed: 9/29/16

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 30 P 1:05



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*183-15 Consent Calendar**

**WHEREAS** on July 5, 2015 the City of Bridgeport acting through its Office of Planning and Economic Development (OPED) issued a Request for Qualifications (RFQ) for environmental consultants to assist and advise the City and its development partners in the overall management of environmentally related redevelopment work;

**WHEREAS** the RFQ sought firms capable of performing such specific tasks as environmental investigations, remediation planning and implementation regulatory reporting and Licensed Environmental Professional (LEP) oversight and certification;

**WHEREAS** 21 responses to the RFP were received in September of 2015:

**WHEREAS** a Selection Committee comprised of representatives from OPED, CAO's office, Public Facilities, Department of Parks and Recreation and Connecticut Metropolitan Councils of Governments (MetroCog) reviewed these responses then established a short list of 10 firms and then its final selection of 5 firms;

**WHEREAS** pursuant to the Selection Committee review OPED recommended to the Board of Public Purchases that the following five firms be awarded contracts: AECOM; TRC Environmental Corporation; Tighe & Bond; Freeman Companies; Leggette, Brashears & Graham, Inc.;

**WHEREAS** the Board of Public Purchases has approved the five selected firms;

**WHEREAS** the City wishes to enter into a three-year contract on a task-order basis with each of the five selected firms so as to continue the ongoing work of redevelopment and environmental remediation in the city.

**NOW THEREFORE BE IT RESOLVED** that in consultation with the City Attorney, the City of Bridgeport is authorized to issue contracts substantially in the form of the agreement attached to AECOM, TRC Environmental Corporation, Tighe & Bond; Freeman Companies, Leggette, Brashears & Graham, Inc.

**BE IT FURTHER RESOLVED** that the Mayor or the Director of the Office of Planning and Economic Development, or their respective designees, are each hereby authorized to execute all agreements, take all necessary actions and do all necessary things in furtherance of this matter consistent with this resolution and in the best interests of the City.



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts  
Item No. \*183-15 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**CONTRACTS**

Jack O. Banta, D-131st Co-Chair

Jeanette Herron, D-133rd, Co-Chair

Milta I. Feliciano, D-137th

Richard D. Salter, Sr., D-135th

James Holloway, D-139th

Alfredo Castillo, D-136th

Anthony R. Paoletto, D-138th

City Council Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on September 20, 2016

**ON-CALL  
ENVIRONMENTAL ENGINEERING  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF BRIDGEPORT  
AND**

---

**[DRAFT DATE]**

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the \_\_\_\_\_ day of June, 2000, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Department of Public Facilities, Division of Construction Management Services (hereinafter referred to as "**Owner**") and \_\_\_\_\_, a Connecticut \_\_\_\_\_, having an address at \_\_\_\_\_ (hereinafter referred to as "**Consultant**").

WHEREAS, the Owner [advertised a Request for Qualifications/Request for Proposals] on \_\_\_\_\_ for \_\_\_\_\_ services for \_\_\_\_\_ (see **Exhibit A** attached);

WHEREAS, the Consultant submitted its qualifications/proposal dated \_\_\_\_\_ (see **Exhibit A** attached);

WHEREAS, the Owner selected the Consultant based upon its qualifications and price proposal and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation of a contract for professional engineering services for the Project;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually agree as follows:

### DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"**Approval**" or "**Approved**" means, with respect to the administration and performance of this Agreement, that the Owner, in combination with the Owner's Representative, the Program Manager, and/or the Construction Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"**Construction Manager**" means the construction manager engaged by the Owner for the Project specified in a Task Order.

**"Consultant"** means \_\_\_\_\_, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

**"Consultant's Representative"** means a specific individual or individuals designated in writing by the Consultant to the Owner from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be \_\_\_\_\_.

**"Owner"** means the City of Bridgeport, a municipal corporation, acting through the Owner's Representative who shall be designated in writing from time to time during the term of this Agreement.

**"Owner's Representative"** means a specific individual or individuals designated in writing by the Owner to the Consultant from time to time during the term of this Agreement as its representative or representatives with respect to the Project. At the inception of this Agreement, the Owner's Representative shall be \_\_\_\_\_, or his designee set forth in writing to the Consultant.

**"Program Manager"** means \_\_\_\_\_, acting through a specific individual or individuals designated in writing from time to time during the term of this Agreement to the Owner and the Consultant as its representative or representatives with respect to the Project specified in a Task Order. At the inception of this Agreement, the designee of the Program Manager shall be \_\_\_\_\_, or his designee set forth in writing to the Owner and the Consultant.

**"Project"** means construction of public facilities and other improvements as set forth in the Task Orders assigned to the Consultant.

**"Task Schedule"** means the schedule of milestones and other time requirements established in each Task Order.

**"Services"** means the testing, inspections and other necessary and related professional services required by a Task Order for the completion of the work described therein.

**"Task" or "Task Order"** is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit B of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.



“**Term**” means the duration of this Agreement, commencing upon the date specified by the Owner in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) [DATE], whichever event shall first occur. The Owner reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

## **ARTICLE I BASIC AGREEMENT**

### **1.1 Structure of the Agreement**

**A. Consultant's Qualifications.** The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in environmental compliance of public facilities and other public improvements in accordance with the requirements of the Owner as set forth in one or more Task Orders. The parties are entering into this Agreement with the understanding that the Consultant will provide multi-disciplinary services through its own forces, including but not limited to environmental assessments, environmental engineering, laboratory testing services, and related services necessary for the completion of each Task Order. The licenses of the Consultant shall be submitted to the Owner prior to the execution of this Agreement or promptly in advance of engaging any subcontractor and consultant not identified to the Owner at the time of the execution of this Agreement. The Consultant will conduct, prepare and present to the Owner for review and acceptance all required environmental assessment and laboratory analysis reports which shall be prepared in cooperation with the Owner's Representative, the Program Manager and the Construction Manager as determined by the Owner, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the Owner..

**B. Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to allow for the sequential or partial completion of work related to public improvements in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

**C. Assignment of Tasks.** The Owner shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the Owner and the Consultant. Each additional Task Order will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set

forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "**Notice to Proceed**").

D. **Task Order Format.** A format for a Task Order is attached as **Exhibit B**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be required to prepare an estimate of man-hours for each Hourly Billing Rate (defined below) to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Items of work such as borings and laboratory expenses and any estimated reimbursable expenses shall also be listed as individual line items. After negotiations with the Owner, the manpower estimate shall be attached to the Task Order.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Owner's Representative, designated by the Owner in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The Owner shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Consultant shall be compensated for each Task Order on a [lump sum, cost plus fee, hourly rate with reimbursables and an NTE—the latter is described as follows] not-to-exceed price based upon (1) itemized man-hours by job category agreed to by the parties multiplied by the hourly rates set forth on **Exhibit C**, (2) Reimbursable Expenses, (3) the direct costs of consultants with a five (5%) percent markup for supervision and administration, and (4) the direct costs of subcontractors with a fifteen (15%) percent markup for supervision, indemnification and administration (hereinafter "**Compensation**") and Reimbursable Expenses, defined below. If required by the Owner, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (defined below) in order for the Owner to appropriately allocate funds for such Compensation.

B. **Established Hourly Rates Per Job Category.** Compensation to the Consultant, whether for its own forces or those of its subcontractors and consultants, shall be computed on the basis of hourly rates ("**Hourly Billing Rates**"). A job category hourly rate schedule for Services to be performed by the Consultant, its subcontractors and consultants is attached hereto as **Exhibit C** and incorporated herein by reference, which rate schedule will apply for the duration of this Agreement. All employees shall perform work only in the job

categories for which they are qualified using objective standards acceptable in the industry and at the rates set forth in such exhibit. Requisitions for payment shall be charged against each hourly rate or individual line item identified on each Task Order.

C. **Reimbursable Expenses.** The Consultant shall be reimbursed for only those expenses set forth on **Exhibit D** attached hereto and made a part hereof. Any additional reimbursable expenses shall not be paid without the prior approval of the Owner ("**Reimbursable Expenses**"). Except as otherwise set forth in this Agreement, hourly rates for Services include the Consultant's, its subcontractor's and consultant's respective normal overhead expenses, taxes, insurance, per diem expenses, and the like.

1.3 **Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the Owner in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion to for actual hours expended in providing the Services completed during the prior month. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the Owner in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted by the twentieth (20th) day of the month for Services rendered during the previous month. The Owner shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within forty-five (45) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the Owner based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** The Consultant shall remain responsible, and shall indemnify and hold harmless the Owner, from and against all liability for the withholding and payment of all Federal, state and local

personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the Owner shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the Owner other than the Owner's Representative which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the Owner within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the Owner's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants.

1.4 **Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the Owner in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the Owner in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The Owner shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

#### 1.5 **Project Responsibility and Staffing.**

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the Owner and the Consultant relating to the Work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the Owner unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or



expense to the Owner, at the written request of Owner. If the Owner requests that the Consultant's Representative be replaced, the Owner shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the Owner in the Owner's sole discretion, is not provided promptly.

B. **Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the Owner's Representative and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

C. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the Owner at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of Owner. The Owner may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the Owner upon written notice to the Consultant.

1.6 **Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the Owner, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the Owner or on the date specified therein.

1.7 **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:



A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation comprised or duly-licensed engineers and environmental professionals engaged in the performance of environmental assessment and engineering services pursuant to the provisions of Section 20-306a and Section 22a-133v of the Connecticut General Statutes, has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment accurately calibrated to competently perform the Services required by each Task Order.

B. **Consultant Possesses Adequate Resources and Personnel.** The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

C. **No Conflicts.** The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse affect on its ability to independently protect the Owner's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Construction Manager, other consultants and subcontractors, and the like. The Consultant represents that its performance of the Services described herein, and its representation of the Owner, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

D. **Prior Approval of All Subconsultants.** The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the Owner and receipt of the Owner's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

E. **No Violation of Law.** The Consultant represents that neither it, nor any of its officers, directors, owners, employees or, to the best of its knowledge any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its officers, directors, owners, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

F. **Quality and Performance of Services.** The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

G. **Licenses and Permits.** The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

H. **Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the Owner and in the Owner's sole discretion, (i) defend through litigation or obtain through negotiation the right of the Owner to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the Owner so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the Owner determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the Owner may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

I. **Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the Owner. The Owner's Representative shall be informed of the nature and content of all direct communications with the State of Connecticut representatives in connection with the Project.

J. **Owner Shall Not Be Billed for Certain Taxes.** The Owner is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, its consultants and subcontractors, and the Consultant agrees not to invoice the Owner therefor. The Owner reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the

aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the Owner's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. **Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The Owner, its agent(s), or the representatives of any funding source shall have the right to inspect such records from time to time, with or without prior notice, during normal business hours of the Consultant.

## **ARTICLE II CONSULTANT'S RESPONSIBILITIES**

### **2.1 General Description of Services**

A. **Customary Consultant Services.** The Consultant's Services shall consist of the Services described in a Task Order, the engineering and other services described in Article I hereof and any other services normally performed by a consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, fire underwriters, and other parties disclosed by the Owner and otherwise known to the Consultant as of the date of this Agreement, the date of any Task Order, or the date on which, for example, the Connecticut Department of Energy and Environmental Protection or the United States Army Corps of Engineers approves any permit for the Project, or which, in the exercise of the best professional judgment of an independent consultant retained by the Owner, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to Owner of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the Owner as to time and date of such meetings. Notwithstanding anything herein to the contrary, the Owner shall pay the Consultant for all pre-approved and properly documented expenses incurred for trips on the Owner's behalf that exceed fifty miles from Bridgeport, Connecticut.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the Owner in connection with the Project and other consultants or professionals employed by the Owner for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Owner's Representative and the Program Manager copies of all, reports, test results, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the Owner informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the Owner pursuant to this Agreement and to a Task Order

### ARTICLE III INFORMATION AND COMMUNICATION

3.1 **Information to be Supplied.** The Owner shall provide information regarding its requirements in the form of Task Orders. The Owner shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any Owner-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the Owner's Representative in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

3.2 **Owner's Representative.** The Owner's Representative at the inception of this Agreement is \_\_\_\_\_ or his designee set forth in writing ("**Owner's Representative**"). Each such person or entity functioning in the capacity as the designated Owner's Representative shall act on behalf of the Owner with respect to this Agreement and all Task Orders and shall have authority to make decisions on which the Consultant can rely. The Owner's Representative shall not perform any design services or other services performed by a consultant. The Owner's Representative shall examine documents, at each phase of the Services performed or to be performed by the Consultant, which are submitted by the Consultant from time to time, and shall



render evaluations and decisions pertaining thereto promptly in order to avoid unreasonable delay in the performance and delivery of the Consultant's services. Any Approval or Approvals given by the Owner shall not relieve the Consultant of any of its obligations hereunder.

**3.3 Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is Frank Croke, who shall act as Project Manager(s), or his designee set forth in writing. The Program Manager shall act in the interests of the Owner with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the Owner regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the Owner's Representative with respect to the Consultant, its Services and work. With respect to the hierarchy of authority to act on behalf of the Owner, the Owner's Representative has primary authority to make decisions for the Owner and to direct the Consultant in connection with this Agreement. If authorized in writing by the Owner's Representative, the Program Manager may make decisions on behalf of the Owner and give limited direction the Consultant concerning the Services and any Task Order. Any Approval or Approvals given by the Program Manager on behalf of the Owner, shall not relieve the Consultant of any of its obligations hereunder.

**3.4 Independent Legal and Accounting Services.** The Owner shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the Owner possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

**3.5 Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and affairs, including, without limitation, source code and design materials for work product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it; or (iv) information properly disclosable under FOIA.

(b) **Covenant Not to Disclose.** Each party hereby agrees that during the term of this Agreement and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to



such other recipients as the party claiming confidentiality may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. The Consultant will notify the Owner of spills or other discharges of hazardous environmental contaminants, hazardous waste, regulated chemicals and other conditions that may be detrimental to public health, safety and welfare which are regulated under Connecticut law ("**Reportable Environmental Event**"). In cases where the Owner is not the property owner, the Consultant shall notify the Owner of any Reportable Environmental Event and the Owner will notify the property owner of the requirement to address such occurrence in compliance with applicable law. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

3.6 **Existing Environmental Reports.** The Owner shall furnish to the Consultant for its use any chemical, air and water pollution tests, tests for hazardous materials and other laboratory and environmental tests in the Owner's possession related to the Work of a Task Order.

## ARTICLE IV            REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the Owner thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the Owner shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured

within thirty (30) days, with or without written notice from the Owner to the Consultant, the Owner may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the Owner terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the subject of arbitration, if the Owner's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the Owner and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

**4.2 Default by Owner.** In the event the Owner shall fail to perform any of its material obligations pursuant to this Agreement ("**Owner's Default**"), the Consultant shall give written notice within fourteen (14) days to the Owner. In the event that the Owner fails to cure a payment default within fourteen (14) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the Owner to be in default hereunder and exercise any remedies available to it.

**4.3 Termination by Owner Due to Consultant's Default.** If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the Owner shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within seven (7) days after receipt of such notice, the Owner may declare the Consultant to be in default hereunder and exercise any remedies available to it. The Owner may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all plans, specifications, drawings, analyses, test results, samples and other data prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the Owner may deem expedient. Additionally, the Owner may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the Owner for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

**4.4 Termination by Consultant.** Should the Owner commit an Owner's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the Owner all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such

termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the Owner other than payment for Services performed up to the date of termination and Reimbursable Expenses.

**4.5 Termination by Owner Without Fault of the Consultant.** Upon fifteen (15) days' prior written notice, the Owner shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the Owner shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the Owner shall pay to the Consultant all sums then due to the Consultant hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

**4.6 Transfers on Termination.** In the event of any termination of this Agreement by the Owner, the Consultant shall, upon written request of the Owner, return to the Owner within seven (7) days all papers, materials, test results, samples, analyses and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Owner's Representative, the Consultant shall debrief the Owner with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the Owner all rights and claims to its Work Product, drawings, specifications, test results, analyses, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Owner's Representative to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the Owner.

**4.7 Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

**4.8 Claims For Additional Compensation and Time.** In an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the Owner in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to

such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the Owner. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

4.9 **Consultant's Joinder in Other Related Matters in Dispute.** In the event that a dispute arises between the Owner and its architect, construction manager or general contractor(s), the Consultant agrees that it will participate in such arbitration as a witness or as a party thereto for the purposes of giving evidence relating to the Project.

## ARTICLE V INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** The Consultant represents and warrants that it will employ its best professional engineering judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold Owner, its elected officials, department heads, employees, subcontractors and consultants (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses of any nature whatsoever, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

5.2 **Environmental Indemnification.** [Intentionally omitted]

5.3 **Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may be enter the Project site or commence work unless and**



**until all such insurance coverages are provided to, reviewed and approved by the Owner.**

**A. Coverage Required.** The Consultant shall procure, present to the Owner in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the City. **Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not enter the Project site or commence work unless and until all such insurance coverages are provided to, reviewed and approved by the Owner.**

Errors and Omissions Insurance (claims made form) will be provided by all consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the Owner.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.



B. **General Requirements.** All policies shall include the following provisions:

Cancellation notice—The Owner shall be entitled to receive from all insurance carriers an unequivocal agreement **by policy endorsement** to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the Owner at the following address: Purchasing Agent, City of Bridgeport, City Hall Annex, 999 Broad Street, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the Owner and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the Owner prior to any work or other activity commencing under this Agreement.

Additional insured—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the Owner, its elected officials, officers, department heads, employees and agents, at no additional cost to the Owner, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, and as loss payee with respect to any damage to property of the Owner, as its interest may appear. The undersigned shall submit to the Owner upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport  
Attention: Purchasing Agent  
999 Broad Street  
Bridgeport, Connecticut 06604"

## ARTICLE VI MISCELLANEOUS

6.1 **Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

6.2 **Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the Owner other than as expressly provided herein. The Consultant acknowledges that the Owner is not a partner or joint venturer with the Consultant and that the Consultant is not an employee or agent of the Owner.

6.3 **Prohibition Against Assignment.** The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of Owner. The Owner may assign its interest in this Agreement at any time to any person or entity that assumes the Owner's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the Owner from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

6.4 **Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

6.5 **Notices.** All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

6.6 **No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

6.7 **Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in

any form or media upon creation are and shall be the sole and exclusive property of the Owner, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The Owner and any entity affiliated with the Owner may reuse all such documents and data for future work in connection with the construction of the bulkhead Project or for future Projects, provided that the Owner shall not alter any drawings or specifications signed and sealed by the Consultant without its prior written consent. Except for termination of the Consultant's services as a result of a default, the Consultant shall have an irrevocable, non-exclusive license to copy and use such documents and data and may retain copies of such documents and data for re-use in the conduct of its professional practice.

6.8 **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Owner and the Consultant and their respective successors, assigns and legal representatives.

6.9 **Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

6.10 **Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Connecticut. Any mediation or arbitration shall be commenced and resolved in Bridgeport, Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision or obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

6.11 **Entire Agreement.** Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

6.12 **Partial Invalidity.** If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction

of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

6.13 **Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

6.14 **Waiver of Liens.** The Consultant hereby waives any right it may have to file or assert a mechanic's or materialmen's lien against the Project site or against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

6.15 **Excusable Delay.** The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

6.16 **Non-Discrimination.** The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit E**.

6.17 **Precedence of Documents.** The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

6.18 **Council Approval of Agreement May Be Required.** This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF BRIDGEPORT**

By: \_\_\_\_\_

**CONSULTANT**

By: \_\_\_\_\_

Name:

Title:

Duly-authorized

**Exhibit A**

**Advertisement and Consultant's Proposal**

**Exhibit B**

**Task Order Format**

This Task Order No. \_\_\_\_ is made as of this \_\_\_\_ day of \_\_\_\_\_, [year] under the terms and conditions established in the Professional Engineering Services Agreement between the Owner and the Consultant dated \_\_\_\_\_, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Project Background Description

Project Understanding

Objectives

**Section A—Scope of Services**

A.1. The Consultant shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables ("**Deliverables**") to the Owner:

**Section B—Task Schedule**

The Consultant shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

**Section C—Compensation**

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Consultant Compensation in the amount of [dollars], payable according to the following terms:

**[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]**

C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Consultant according to the following terms:

**Section D—Owner’s Responsibilities**

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Consultant. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

**Section E—Other Provisions**

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: \_\_\_\_\_

Name:

Title:

Consultant

By: \_\_\_\_\_

Name:

Title:

**Exhibit C**

**Hourly Billing Rates of Consultant and Each Consultant**



### Reimbursable Expenses

Reimbursable Expenses shall include the following:

1. Shipping and handling of documents during design and construction documents phases.
2. Reproduction of documents for submittals to the Owner and regulatory agencies
3. In-house printing
4. Computer plots
5. Long-distance telephone
6. Local courier services
7. Out-of-city courier services
8. Mileage to and from the Consultant's home office to Project site.

## Exhibit E

### Nondiscrimination

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. 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 equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.

- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.
  
- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

**Item# \* 184-15 Consent Calendar**

Approval of Tax Anticipation Notes (TANS) - To Pay  
Current Expenses and Obligations of the City -  
FY2017.



**Report  
of  
Committee  
on**

**Budget & Appropriations**

City Council Meeting Date: SEPTEMBER 19, 2016  
(CANCELLED) and Carried over to SPECIAL  
MEETING on SEPTEMBER 20, 2016.

Attest: *Lydia N. Martinez*  
Lydia N. Martinez, City Clerk

Approved by: *Joseph P. Ganim*  
Joseph P. Ganim, Mayor

Date Signed: *9/29/16*

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# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport:*

The Committee on Budget and Appropriations begs leave to report; and recommends for adoption the following resolution:

**Item No.** \*184-15 Consent Calendar

### APPROVAL OF TAX ANTICIPATION NOTES To Pay Current Expenses and Obligations of the City – FY2017

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the “City”) with respect to the action authorized herein, the City Council of the City of Bridgeport (the “City Council”) hereby approves the appropriation of an amount up to \$50,000,000.00 and the issuance of general obligation tax anticipation notes secured by the City’s full faith and credit (the “Notes”), in an aggregate amount up to \$50,000,000.00 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) paying current expenses and obligations of the City as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the “Officials”) to be in the best interest of the City to pay through the issuance of the Notes; and (ii) financing such additional costs and expenses, in an amount not to exceed one percent (1%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters’ discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 112 and other chapters of the Connecticut General Statutes (the “Financing Costs”); and

**BE IT FURTHER RESOLVED**, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes, including, but not limited to Section 7-405a of the Connecticut General Statutes, and to issue notes of the City in anticipation of the receipt of tax collections and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by the provisions of this resolution and the Connecticut General Statutes; and





# City of Bridgeport, Connecticut

## Office of the City Clerk

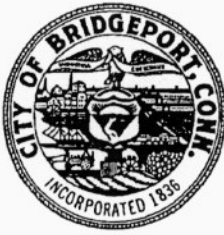
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Report of Committee on Budget and Appropriations  
Item No. \*184-15 Consent Calendar

-2-

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Notes on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Notes; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates whether fixed or floating, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Notes, including the terms of any reserve that might be established as authorized herein, whether any of the Notes issued will be issued as taxable notes and whether the Notes will be issued in one or more series on the same or one or more separate dates, all in such a manner as the Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by the Officials in order to issue, sell and deliver the Notes; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations  
Item No. \*184-15 Consent Calendar

-3-

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Notes to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and other agreements for the purpose of managing the interest rate fluctuations and risks and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the issuance of the Notes and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

**BE IT FURTHER RESOLVED**, that the Notes shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Notes may be by facsimiles of such signatures printed on the Notes, and each of such Officials and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.

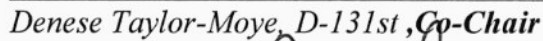


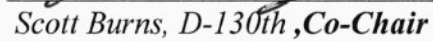
# City of Bridgeport, Connecticut Office of the City Clerk

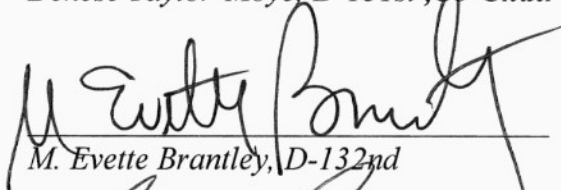
Report of Committee on Budget and Appropriations  
Item No. \*184-15 Consent Calendar

-4-

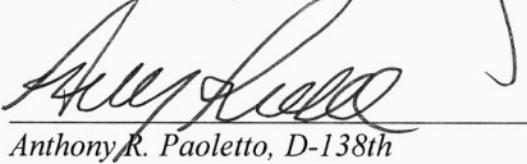
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

  
Denese Taylor-Moye, D-131st, **Co-Chair**

  
Scott Burns, D-130th, **Co-Chair**

  
M. Evette Brantley, D-132nd

  
Amy Marie Vizzo-Paniccia, D-134th

  
Anthony R. Paoletto, D-138th

  
Aidee Nieves, D-137th

  
Jose R. Casco, D-136th

**City Council Date: ~~September 19, 2016~~ Cancelled and Carried over to Special Meeting  
on September 20, 2016.**

**Item# \*185-15 Consent Calendar**

Approval of General Obligation Bonds – To Refund  
Certain General Obligation Bonds.



**Report  
of  
Committee**

**Budget & Appropriations**

City Council Meeting Date: SEPTEMBER 19, 2016  
(CANCELLED) and Carried over to SPECIAL  
MEETING on SEPTEMBER 20, 2016.

Attest: Lydia N. Martinez  
Lydia N. Martinez, City Clerk

Approved by: \_\_\_\_\_  
Joseph P. Ganim, Mayor

Date Signed : \_\_\_\_\_

[Signature] 9/29/16

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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*To the City Council of the City of Bridgeport:*

The Committee on Budget and Appropriations begs leave to report; and recommends for adoption the following resolution:

**Item No. \*185-15 Consent Calendar**

### **APPROVAL OF GENERAL OBLIGATION BONDS - To Refund Certain General Obligation Bonds**

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$82,925,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's \$29,135,000 General Obligation Bonds, 2009 Subseries B (Federally Taxable – Issuer Subsidy – Build America Bonds), the City's \$19,440,000 General Obligation Bonds, 2010 Series B (Federally Taxable – Issuer Subsidy – Build America Bonds), the City's \$23,685,000 General Obligation Bonds, 2012 Series A (Tax-Exempt), the City's \$10,660,000 General Obligation Bonds, 2014 Series A (Tax-Exempt), and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, financial advisory, escrow fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and





# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations  
Item No. \*185-15 Consent Calendar

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**BE IT FURTHER RESOLVED**, that the City Council, if the Officials deem it necessary, desirable or appropriate, appropriates and pledges for each year that the Refunding Bonds are outstanding, for the payment of the Refunding Bonds, all grant payments received by the City securing any and all of the Prior Bonds, and the City Council hereby authorizes the Officials to determine the terms and conditions of such pledge of security for the Refunding Bonds and whether or not, in fact, the City should grant such security, and the Officials are further authorized to take all such actions and execute all such documents to implement such security, all in such manner as such Officials shall determine to be in the best interest of the City; and

**BE IT FURTHER RESOLVED**, that the City Council authorizes and approves that the Refunding Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Refunding Bonds or which are contemplated by law; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations

Item No. \*185-15 Consent Calendar

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**BE IT FURTHER RESOLVED**, that the Officials, if they determine it to be advisable, necessary or appropriate, hereby are authorized, on behalf of the City, to enter into an indenture of trust and/or a supplemental indenture of trust (collectively, the "Indenture") with a bank or trust company located within or without the State of Connecticut (the "Trustee"), and to covenant (i) if the Refunding Bonds are issued pursuant to such Indenture that all or a portion of the City's property taxes shall be paid to the Trustee and be held in trust for the benefit of the holders of the Refunding Bonds as provided in Chapter 117 and other Chapters of the Connecticut General Statutes, and (ii) the terms on which any payments or reserves securing the payment of the Refunding Bonds will be paid, and the terms of any reserve or other fund for the benefit of the bondholders; and, in any event, to amend or supplement the Indenture containing such terms and conditions as the Officials shall determine to be necessary or advisable and in the best interest of the City, the execution thereof to be conclusive evidence of such determination; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials, if the Officials determine it is in the City's best interest, to acquire, on behalf of the City, bond insurance or other forms of credit enhancement guaranteeing the Refunding Bonds on such terms as the Officials determine to be appropriate, such terms to include, but not be limited to, those relating to fees, premiums and other costs and expenses incurred in connection with such credit enhancement, the terms of payment of such expenses and costs and such other undertakings as the issuer of the credit enhancement shall require; and the Officials, if they determine that it is appropriate, are authorized, on the City's behalf, to grant security to the issuer of the credit enhancement to secure the City's obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Refunding Bonds; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Budget and Appropriations

Item No. \*185-15 Consent Calendar

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**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to determine the date, maturity, prices, interest rates, form, manner of sale (whether by negotiation or public sale) or other terms and conditions of the Refunding Bonds, including the terms of any reserve that might be established as authorized herein and whether any of the Refunding Bonds issued will be issued as taxable bonds, all in such a manner as such Officials shall determine to be in the best interest of the City, and to take such actions and to execute such documents, or to designate other officials or employees of the City to take such actions and to execute such documents, as deemed to be necessary or advisable and in the best interests of the City by such Officials in order to issue, sell and deliver the Refunding Bonds; and

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials to call irrevocably for redemption such of the callable maturities of the Prior Bonds, as they shall determine to refund from the proceeds of the Refunding Bonds and other moneys as they may determine to make available for this purpose, and to defease such Prior Bonds by executing and delivering an escrow agreement in such form and upon such terms as they shall approve, such approval to be conclusively evidenced by their execution thereof. The Officials are hereby authorized, on behalf of the City, to make representations or agreements for the benefit of the holders of the Refunding Bonds which are necessary or appropriate to ensure the exemption of interest on the Refunding Bonds from taxation under the Internal Revenue Code of 1986, as amended; their respective approvals to be conclusively evidenced by their signatures on any such agreements or representations relating thereto; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

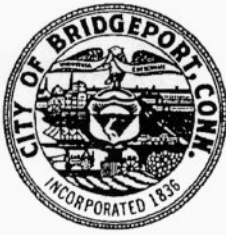
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Report of Committee on Budget and Appropriations  
Item No. \*185-15 Consent Calendar

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**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements, interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

**BE IT FURTHER RESOLVED**, that the Refunding Bonds shall be signed by the Mayor, the Treasurer and the Finance Director provided that such signatures of any two of such officers of the City affixed to the Refunding Bonds may be by facsimiles of such signatures printed on the Refunding Bonds, and each of such Officials is authorized to execute and deliver, on behalf of the City, all agreements, instruments and documents including, but not limited to a bond purchase agreement with the underwriter and an engagement letter with a financial advisor, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions.

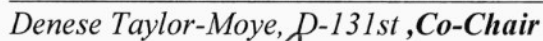


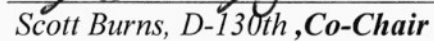
# City of Bridgeport, Connecticut Office of the City Clerk

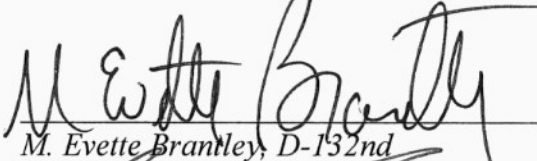
Report of Committee on Budget and Appropriations  
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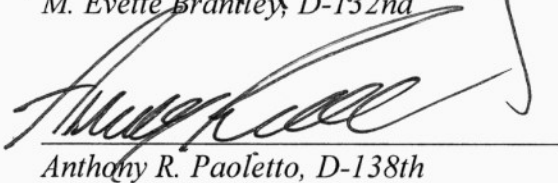
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
BUDGET AND APPROPRIATIONS

  
Denese Taylor-Moye, D-131st, Co-Chair

  
Scott Burns, D-130th, Co-Chair

  
M. Evette Brantley, D-132nd

  
AmyMarie Vizzo-Paniccia, D-134th

  
Anthony R. Paolitto, D-138th

  
Aidee Nieves, D-137th

  
Jose R. Casco, D-136th

City Council Date: ~~September 19, 2016~~ Cancelled and Carried over to Special Meeting  
on September 20, 2016.



Item# 140-15

Professional Services Agreement with St. Vincent's  
Multispecialty Group, Inc.



Report  
of  
Committee  
on  
Contracts

City Council Meeting Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on: September 20, 2016

Attest: Lydia N. Martinez  
Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim  
Joseph P. Ganim, Mayor

Date Signed: 9/29/16

RECEIVED  
CITY CLERK'S OFFICE  
2016 SEP 30 P 1:05  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

*To the City Council of the City of Bridgeport.*

The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**Item No. 140-15**

### Resolution of the City Council Concerning agreement between St. Vincent's Multispecialty Group, Inc. and the City of Bridgeport

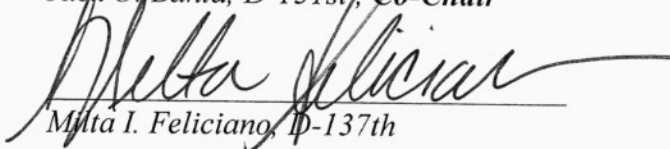
**WHEREAS**, the City Benefits Office seeks approval of the Agreement between St. Vincent's Multispecialty Group, Inc. and the City of Bridgeport whereby St. Vincent's Multispecialty Group will perform pre-employment and return-to-work physical examinations and will provide medical treatment for employees who suffer workplace injuries, and

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor or his designee are hereby authorized to execute all agreements, take all other actions and do all other things in furtherance of and consistent with this resolution and in the best interests of the City of Bridgeport.


RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**CONTRACTS**

  
\_\_\_\_\_  
Jack O. Banta, D-131st, Co-Chair

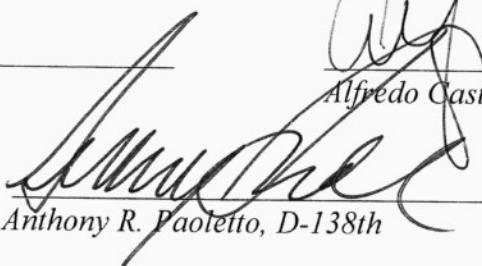
  
\_\_\_\_\_  
Jeanette Herron, D-133rd, Co-Chair

  
\_\_\_\_\_  
Milta I. Feliciano, D-137th

  
\_\_\_\_\_  
Richard D. Salter, Sr., D-135th

  
\_\_\_\_\_  
James Holloway, D-139th

  
\_\_\_\_\_  
Alfredo Castillo, D-136th

  
\_\_\_\_\_  
Anthony R. Paoletto, D-138th

City Council Date: September 19, 2016 (Cancelled)  
Carried over to Special Meeting on September 20, 2016

## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** dated as of May 1, 2016, (the "Agreement") is hereby entered into by St. Vincent's Multispecialty Group, Inc., organized and existing under the laws of the State of Connecticut, with offices at 2800 Main Street, Bridgeport, CT 06606 (the "**Provider**") and **the City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City requires a licensed medical practice to conduct pre-employment physical examinations for job applicants, fit-for-service (return to work) examinations for employees returning from medical leave, and initial and follow-up office visits for work-related injuries in accordance with the terms and conditions set forth herein ("**Services**");

WHEREAS the City published a Request For Proposals, entitled "Pre-Placement and Fit-For-Service Physical Examinations and Office Visits for Work-Related Injuries" (Bid Number: BFB609155-R dated July 10, 2015" ("**RFP**"), which is incorporated as part of this Agreement as if fully set forth herein;

WHEREAS the City selected the Provider as a result of the RFP process based upon the Provider's proposal dated July 28, 2015 submitted in response to the RFP ("**Proposal**"), which is incorporated as part of this Agreement as if fully set forth herein; and

WHEREAS the Provider agrees to supply the Services as required and set forth in the RFP and the Proposal on the terms and conditions contained herein in a manner approved by the City.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

1. General Undertaking. The parties are entering into this Agreement whereby the Provider will perform the Services identified specifically in Section II of the RFP and those Services identified in the Proposal and will adhere to the professional standards required for the delivery of such Services.

2. Term of Engagement. This Agreement shall commence on the date set forth in a written notice to proceed given to the Provider and shall continue in full force and effect for approximately three (3) years until (a) the Services are completed according to this Agreement, (b) the earlier termination of this Agreement as provided herein, or (c) the expiration of such three-year period, whichever first occurs (the "**Term**"). The parties may mutually agree to extend the Term for additional one (1) year periods. Termination shall have no effect on

the City's obligation to pay for services rendered for work that has been completed in accordance with this Agreement and which are accepted in due course by the City.

3. Nature of Engagement. The Provider is being hired on a fixed fee for rendering the examinations and other services set forth in Attachment #5 of the Proposal.

4. Price & Payment.

(a) Price. The itemized fees per service rendered set forth in Attachment #5 of the Proposal ("**Fee**") are fixed for the entire Term and are inclusive of all general overhead, expenses, costs and profit earned by the Provider under this Agreement.

(b) Invoices. The Fee for all Services or portions thereof that are performed shall be invoiced monthly based on the calculations performed under paragraph (a) above. Invoices are required to distinguish between return-to-work physicals and pre-employment physicals.

(c) Payment. Payment shall be made within **forty-five (45)** days after receipt of the Provider's invoice for completed Services. The City reserves the right to set off against any amounts owed to the Provider any sums owed to the City by Provider.

(d) Out-of-Pocket Costs; Taxes. All out-of-pocket costs, expenses, taxes and other amounts are included in the Fee. The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Provider and the Provider shall not invoice the City therefor. To the extent that the Provider purchases items in connection with the rendering of Services that are taxed, it can obtain tax-exempt certificates from the City's Purchasing Department.

5. Acceptability of Information and Reports Supplied by the Provider. Any and all examination results, information and reports, whether supplied orally or in writing by the Provider, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the City.

6. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, source code and design materials for Work Product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the

recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

(c) Confidentiality of Protected Health Information (PHI). The parties are required to comply with all applicable federal and state laws, including, but not limited to, to the extent applicable, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties will execute additional agreements as necessary to ensure compliance with federal and state laws concerning protected health information.

7. Non-Circumvention. [Intentionally Omitted]

8. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Proprietary Rights or Confidential Information could cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, it is agreed that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.

9. Representations and Warranties.

The Provider represents and warrants, as of the date hereof and throughout the Term of this agreement, as follows:

(a) The Provider represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ qualified, trained personnel to perform the work required.

(b) The Provider represents that its Fee was prepared using its best efforts and past experience in light of the facts and circumstances available to it



prior to the date of this Agreement.

(c) The Provider represents that it can complete the Services promptly and within a reasonable time after a task is requested by the City.

(d) The Provider represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

(e) The Provider's performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Provider.

(f) The Provider will not subcontract any of the work to third parties without prior written notice to the City and receipt of the City's written consent.

(g) The Provider represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Provider, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the work under this Agreement.

(h) The Provider represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of such work in accordance with the terms of this Agreement.

(i) The Provider represents that it and its employees possess all licenses and permits that may be required to perform the Services required by this Agreement.

(j) The Provider agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown 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 further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This Agreement is subject to the provisions of the Governor's Executive

Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

10. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available at law or in equity.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE PROVIDER FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE PROVIDER OF SECTION 6 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

11. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the City:

Benefits Manager  
City of Bridgeport  
45 Lyon Terrace  
Bridgeport, CT 06604

with a copy to:

City Attorney  
Office of the City Attorney  
999 Broad Street, 2nd Floor  
Bridgeport, Connecticut 06604

If to the Provider:

Frank Scifo, M.D., FAAFP  
Medical Director,  
St. Vincent's Multispecialty Group, Inc.  
2800 Main Street  
Bridgeport, CT 06606

With a copy to:

General Counsel  
St. Vincent's Medical Center  
2800 Main Street  
Bridgeport, CT 06606

12. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term ("**Term of Engagement**") or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-business-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 6 ("Confidential Information"), Section 8 ("Injunctive Relief"), or Section 9 ("Warranties").

(b) The Provider may not terminate for convenience. The City may

terminate for convenience, however, upon giving written notice of termination, the City shall be obligated to pay the Fee to the Provider for all Services adequately performed pursuant to this Agreement up to the date of termination, which amount shall be payable within thirty (30) days after the date of termination.

13. Resolution of Disputes and Choice of Law. The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, shall be resolved by a court of competent jurisdiction located in Fairfield County, Connecticut.

14. Independent Contractor Status. The Provider and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Provider shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under, state law or otherwise) now existing or hereafter enacted and attributable to the Provider, and their respective employees. THE PROVIDER REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT PROVIDER AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

15. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

16. Indemnification; Insurance.

(a) The Provider agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Provider, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause,



except that the Provider shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents. This provision shall survive termination or expiration of the Agreement. Insurance requirements:

(b) The following insurance coverage is required of the Provider and it is understood that the Provider will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Provider. The Provider shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut, An adequate program of self- insurance will meet the requirements of this Section.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

(c) General requirements. All policies shall include the following provisions, some of which is required to be evidenced by policy endorsement:

Cancellation notice—The City shall be entitled to receive pursuant to a **policy endorsement** from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal to be given to



the City at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance delivered to the City and authorized and executed by the insurer or a properly authorized agent or representative reflecting all coverage required, such certificate required to be delivered to the City prior to any work or other activity commencing under this agreement.

Additional insured—The Provider and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on its Commercial General Liability policy by **policy endorsement** as additional insured parties and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's financial ratings acceptable to the City. As stated above, an adequate program of self- insurance will meet the requirements of this Section. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns  
ATIMA

Attention: Purchasing Agent  
Margaret E. Morton Government Center  
999 Broad Street  
Bridgeport, Connecticut 06604

(d) As a member of Ascension Health, the provider is insured through the Ascension Health Alliance. Coverage is provided under this Agreement by a program of self-insurance and commercial policies, as described more fully in Memorandum of Liability Insurance, July 1, 2015 (Attachment A).

19. Communications. All communications about this Agreement shall be made orally or in writing with the Office of the City Attorney, or its attorney designee so long as such communications preserve the attorney/client privilege. Any written report requested from the Provider and intended to be publicly

distributed shall be sent in draft form to the Office of the City Attorney for review prior to finalization. Any oral report made to a party other than a representative of the Office of the City Attorney shall be made in the presence of a staff member of the Office of the City Attorney, or its attorney designee.

20. Miscellaneous.

(a) Entire Agreement. This document and the identified exhibits, schedules and attachments made a part hereof or incorporated herein constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Provider without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the Scope of Work, and may result in the need to adjust the Fee in accordance with the terms of this Agreement.

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the

balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this Agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

(j) Council Approval Required. This Agreement shall be binding after approval by the Bridgeport City Council and delivery of a fully-executed original thereof to the Provider.

**IN WITNESS WHEREOF**, for adequate consideration and intending to be legally bound, the parties hereto have caused this agreement to be executed by their duly-authorized representatives.

**CITY OF BRIDGEPORT**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
duly-authorized

**Provider**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:  
duly-authorized

# Attachment A

<b>MEMORANDUM OF LIABILITY INSURANCE</b>	<b>Current as of:</b> 7/1/2015
--	--------------------------------

**INSURED**

**ASCENSION HEALTH ALLIANCE**  
**and its subsidiaries**  
**11775 BORMAN DRIVE**  
**ST. LOUIS, MO 63146**

THIS MEMORANDUM IS ISSUED AS A MATTER OF INFORMATION ONLY TO AUTHORIZED VIEWERS FOR THEIR INTERNAL USE ONLY AND CONFERS NO RIGHTS UPON ANY VIEWER OF THIS MEMORANDUM OTHER THAN THOSE PROVIDED FOR IN THE POLICY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE DESCRIBED BELOW. THIS MEMORANDUM MAY ONLY BE COPIED, PRINTED AND DISTRIBUTED WITHIN AN AUTHORIZED VIEWER FOR ITS INTERNAL USE, ANY OTHER USE, DUPLICATION OR DISTRIBUTION OF THIS MEMORANDUM WITHOUT PRIOR WRITTEN CONSENT IS PROHIBITED.

COMPANIES AFFORDING COVERAGE		NAIC#
COMPANY A	Self-Insurance	N/A
COMPANY B	Endurance Specialty Insurance, Ltd.	AA-3194130
COMPANY C	ACE American Insurance Company	22667

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM 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.

CO. LETTER	TYPE OF INSURANCE	ADDL INSD	SUB WVD	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
							LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	COMMERCIAL GENERAL LIABILITY		Y	SELF-INSURED	07/01/2015	07/01/2016	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						MED. EXPENSE (Any one person)	\$10,000
	<input checked="" type="checkbox"/> BLANKET CONTRACTUAL LIABILITY						PERSONAL & ADVERT. INJURY	\$1,000,000
	<input checked="" type="checkbox"/> HOST LIQUOR LIABILITY						GENERAL AGGREGATE	UNLIMITED
	<input checked="" type="checkbox"/> ALL OTHER PROFESSIONALS						PRODUCTS-COMP./OPS AGG.	UNLIMITED
B	COMMERCIAL GENERAL LIABILITY	Y	Y	P010894006	07/01/2015	07/01/2016	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR						DAMAGES TO RENTED PREMISES (Each occurrence)	\$150,000
	<input type="checkbox"/>						MED. EXPENSE (Any one person)	\$5,000
	<input type="checkbox"/>						PERSONAL & ADVERT. INJURY	\$1,000,000
	GENERAL AGGREGATE APPLIES PER <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Loc						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS-COMP./OPS AGG.	\$3,000,000	
C	AUTOMOBILE LIABILITY	Y	Y	ISAH08858615	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT, BODILY INJURY and PROPERTY DAMAGE (Each accident) – AUTOS	\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT, BODILY INJURY and PROPERTY DAMAGE (Each accident) - AMBULANCES	\$5,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS				ISAH08858627				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WLRC48588414 (All Other)	07/01/2015	07/01/2016	WORKERS COMPENSATION LIMITS	STATUTORY
	PARTNERS/ EXECUTIVE OFFICERS:			WLRC48588402 (CA & MA)			E.L. EACH ACCIDENT	\$5,000,000
	<input checked="" type="checkbox"/> INCL. <input type="checkbox"/> EXCL.						E.L. DISEASE – EACH EMPLOYEE	\$5,000,000
							E.L. DISEASE – POLICY LIMIT	\$5,000,000
C	EXCESS WORKERS COMPENSATION		Y	WCUC48588426	07/01/2015	07/01/2016	WORKERS COMPENSATION LIMITS	STATUTORY
			Y				EMPLOYERS LIABILITY	\$5,000,000
							SELF-INSURED RETENTION	\$1,500,000

**ADDITIONAL INFORMATION**

THE FOLLOWING COVERAGE ENHANCEMENTS ARE PROVIDED, TO THE EXTENT REQUIRED BY THE TERMS OF OUR SIGNED CONTRACS, LEASES, AND/OR AGREEMENTS:

The landlord, landlord's agent(s), landlord's lender(s), lesser(s), vendors, clients, and any other party as required by the signed lease and/or agreement are listed as additional insured and/or mortgagee as required.

Blanket contractual liability is included on the applicable coverage shown above.

Liquor liability is included within the general liability shown above.

A waiver of subrogation is included on the applicable policies shown above.

Except where otherwise required by law, all insureds share the limits of liability.

Coverage is primary and non-contributory as required by contract on applicable policies shown above.

**The Memorandum serves solely to list insurance coverage/policies, limits and dates of coverage. Any modifications hereto are not authorized.**

**ADDITIONAL INFORMATION**

Updated form can be found at [http://www.ascensionhealth.org/index.php?option=com\\_content&view=article&id=362](http://www.ascensionhealth.org/index.php?option=com_content&view=article&id=362)

For questions, contact: Ascension at [certrequest@ascension.org](mailto:certrequest@ascension.org)

Item #180-15 (Ref. #121-03)

Street Discontinuance - Portions of East Washington Avenue. ("Street")

Adopted on: June 7, 2004.



Report  
of  
Special Committee

City Council Meeting Date: September 6, 2016

Tabled on: September 6, 2016

Resubmitted on: September 19, 2016 (Cancelled)

Carried over to Special Meeting on: September 20, 2016

Attest: Lydia N. Martinez

Lydia N. Martinez, City Clerk

Approved by: \_\_\_\_\_

Joseph P. Ganin, Mayor

Date Signed: \_\_\_\_\_

9/29/16

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2016 SEP 30 P 1:05  
ATTEST  
CITY CLERK



CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, CT 06604-4328

CITY ATTORNEY  
Mark T. Anastasi

DEPUTY CITY ATTORNEY  
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS  
Gregory M. Conte  
Betsy A. Ingraham  
Richard G. Kascak, Jr.  
Russell D. Liskov  
John R. Mitola  
Ronald J. Pacacha  
Lisa R. Trachtenburg

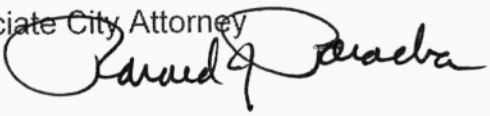
ASSISTANT CITY ATTORNEYS  
Salvatore C. DePiano  
Edmund F. Schmidt  
Eroll V. Skyers

Telephone (203) 576-7647  
Facsimile (203) 576-8252



MEMORANDUM

TO: Honorable City Council President and City Clerk

FROM: Ronald J. Pacacha, Associate City Attorney  


DATE: August 31, 2016

RE: Council Agenda Item No. 121-03  
Street Discontinuance – Portions of East Washington Avenue ("Street")

In connection with the final acceptance of the discontinuance of the above-identified Street, which the City Council initially approved on June 7, 2004 (Item No. 121-03), we respectfully request that the City Clerk and the Council President place on the City Council Agenda for the meeting to be held on September 6, 2016, the attached Special Committee Report regarding the discontinuance.

The City has sent written notice to the abutting landowners of the date, time and location of a meeting of the abutters before the City Council and has posted signs at the location of such Street at least thirty (30) days prior to the City Council meeting in each case, both of which actions are required by Section 13a-49 of the Connecticut General Statutes, as amended.

Please place this matter on the City Council Agenda. Thank you.

ATTEST  
CITY CLERK

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2016 AUG 31 P 1:03

*Item #180-15 (Ref. # 121-03) Special Committee Report*

**SPECIAL COMMITTEE REPORT**

To the City Council of the City of Bridgeport:

Re: Item No. 121 03  
Request to Discontinue Portions of East Washington Avenue  
("Street")

The Special Committee, consisting of the City Engineer, the Director of Public Facilities and the City Clerk ("Committee") appointed to finalize the street discontinuance approved by the resolution adopted by the City Council on June 7, 2004, respectfully begs leave to report that it has, in compliance with said resolution, completed activities related to the discontinuance of the said Street, and states as follows:

1. The City has sent written notice of the Council Meeting at which a final vote will be taken on the discontinuance of the Street to all of the landowners abutting the Street at least thirty (30) days in advance of such Council Meeting in accordance with Section 13a-49 of the Connecticut General Statutes, as amended (the "Statute").
2. The City has posted a sign at each end of each section of the Street indicating the date on which the Council Meeting is to be held in accordance with the requirements of the Statute.
3. The City Council has held a meeting of the landowners abutting the Street and heard their comments, if any, at its meeting on September 6, 2016.
4. Access to all public utilities lying in the said Street, if any, including those of the City of Bridgeport Water Pollution Control Authority, have either been relocated or shall remain in place with such rights to remain being secured by appropriate easements recorded or to be recorded in the land records if deemed necessary by the City Engineer.

The Committee confirms that the Street shall be discontinued according to the following description thereof:

See Schedule A attached hereto

If a survey has been prepared, the above description is consistent with the following map filed or to be filed in the Bridgeport Land Records and the Office of the City Engineer:

Map # \_\_\_\_ (copy attached)  
Filed on July 8, 2016  
Map Volume 55 at Page 145  
Entitled: Road Discontinuance Plan, City of Bridgeport, East  
Washington Avenue  
Dated: 6/02/2016  
Last Revision: None  
Scale: 1" = 50'  
Prepared by: BL Companies

The above discontinuance action will be provided to the Tax Assessor for purposes of property assessment for land that is no longer encumbered by a street right-of-way and to other Departments having jurisdiction. A Notice of Discontinuance containing the above description of the Street will be filed in the Bridgeport Land Records.

The City Council's acceptance of the Special Committee Report constitutes its approval of the following resolution:

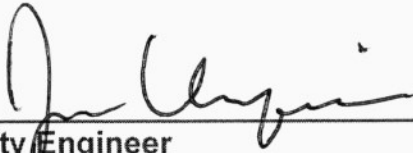
**RESOLVED**, that the City Council approves the Special Committee Report, the same is hereby accepted into the records of the City Council, and the Council declares that the street discontinuance process described therein has been completed, subject to the City Engineer's requirement that easements be recorded to permit the City of Bridgeport Water Pollution Control Authority sewer lines and the Aquarion Water Company water lines to remain in their present locations, respectively, and an easement to the United Illuminating Company to allow its telephone pole to remain in its present location if it continues to supply power to nearby customers from such pole.

**FURTHER RESOLVED**, that the City Clerk and the City Engineer are directed to take all further actions and execute all further documents necessary with the advice of the City Attorney in order to achieve

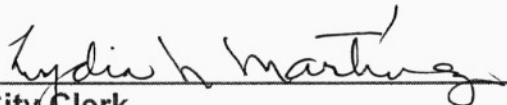
compliance with this resolution and applicable law including the amendment of the official street maps.

Respectfully submitted this 31st day of August, 2016.

SPECIAL COMMITTEE

  
\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Director of Public Facilities

  
\_\_\_\_\_  
City Clerk

compliance with this resolution and applicable law including the amendment of the official street maps.

Respectfully submitted this 31st day of August, 2016.

SPECIAL COMMITTEE

\_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Director of Public Facilities

\_\_\_\_\_  
City Clerk

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned over the line for the Director of Public Facilities.



## Schedule A

### Description of Discontinued Street

The section of East Washington Avenue, located between the easterly line of East Main Street and westerly line of former Helen Street, in Bridgeport, CT is to be discontinued in three segments.

#### Segment 1 (Block 1774):

Starting at a point on the easterly street line of East Main Street and having a coordinate of N 628785.41 E 881433.75.

Thence; N82°17'55"E two-hundred fifty-five and ninety-eight hundredths (255.98) feet along the northerly street line of East Washington Avenue to a point.

Thence; N83°44'02"E one-hundred eighty-two and sixty-seven hundredths (182.67) feet along the northerly street line of East Washington Avenue to a point.

Thence; N86°09'32"E one-hundred sixty and forty-one hundredths (160.41) feet along the northerly street line of East Washington Avenue to a point.

Thence; N87°06'05"E ninety-seven and forty hundredths (97.40) feet along the northerly street line of East Washington Avenue to a point having a coordinate of N 628855.32 E 882126.32.

Thence; S07°50'41"W forty-three and eighty-eight hundredths (43.88) along the westerly street line of Pembroke Street to a point.

Thence; running along a curve to the left, along the southerly street line of East Washington Avenue, having a radius of five-thousand, seven-hundred fifty-six and sixty-five hundredths (5,756.65) feet and an arc length of six-hundred eighty-five and eighty hundredths (685.80) feet to a point.

Thence; running along a curve to the left, along the southerly street line of East Washington Avenue, having a radius of four-thousand, eight-hundred one and seventy-four hundredths (4,801.74) feet and an arc length of six and eighty-four hundredths (6.84) feet to a point.

Thence; N02°42'59"E forty-three and ninety-four hundredths (43.94) along the easterly street line of East Main Street to the point and place of beginning.

Segment 2 (Block 1772):

Starting at a point on the easterly street line of Pembroke Street and having a coordinate of N 628860.57 E 882177.52.

Thence; S89°05'36"E three-hundred forty-six and twenty-eight hundredths (346.28) feet along the northerly street line of East Washington Avenue to a point.

Thence; S87°47'33"E two-hundred twenty-five and ninety-six hundredths (225.96) feet along the northerly street line of East Washington Avenue to a point having a coordinate of N 628846.39 E 882749.54.

Thence; S10°07'51"W forty-three and nine hundredths (43.09) along the westerly street line of Hallett Street to a point.

Thence; running along a curve to the left, along the southerly street line of East Washington Avenue, having a radius of five-thousand, seven-hundred and seventy-four and twenty-three hundredths (5,774.23) feet and an arc length of two-hundred thirty-seven and twenty-five hundredths (237.25) feet to a point.

Thence; running along a curve to the left, along the southerly street line of East Washington Avenue, having a radius of five-thousand, seven-hundred fifty-six and sixty-five hundredths (5,756.65) feet and an arc length of three-hundred thirty-three and ninety-six hundredths (333.96) feet to a point.

Thence; N07°50'41"E forty-seven and thirty-nine hundredths (47.39) feet along the easterly street line of Pembroke Street to the point and place of beginning.

Segment 3 (Block 1771):

Starting at a point on the easterly street line of Hallett Street and having a coordinate of N 628842.09 E 882799.37.

Thence; S85°49'37"E three-hundred three and eleven hundredths (303.11) feet along the northerly street line of East Washington Avenue to a point having a coordinate of N 628820.03 E 883101.67.

Thence; S03°41'25"W forty-one and fifty-six hundredths (41.56) feet across East Washington Avenue to a point.

Thence; N85°55'08"W three-hundred seven and ninety-nine hundredths (307.99) feet along the southerly street line of East Washington Avenue to a point.

Thence; N10°19'04"E forty-two and thirty-hundredths (42.30) feet along the easterly street line of Hallett Street to the point and place of beginning.

The above bearings are referred to the Connecticut State Plane Coordinate System, North American Datum of 1983.

The discontinuance is more clearly designated and defined by a map entitled:

City of Bridgeport, East Washington Avenue, City of Bridgeport, County of Fairfield, State of Connecticut", Scale 1"=50', Date: 06/02/2016, CAD File BS13S187201;

The map is further entitled:

"Road Discontinuance Plan, Sheet No. BS-1" a copy of which map will be filed at the City of Bridgeport town hall in the Office of the Town Clerk.

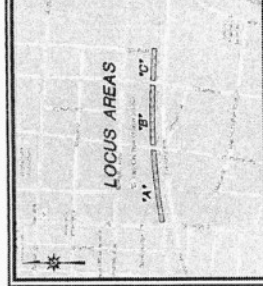
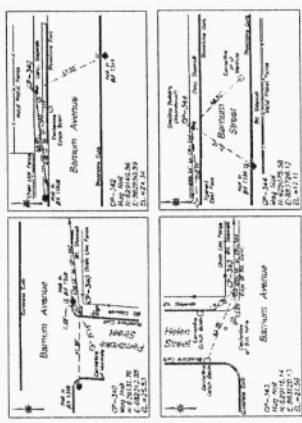
**GENERAL NOTES**

1. THE USE OF THIS PLAN IS SUBJECT TO THE REGULATIONS OF THE STATE OF CONNECTICUT AND THE CITY OF BRIDGEPORT. THE CITY ENGINEER HAS REVIEWED THIS PLAN AND HAS ISSUED HIS APPROVAL OF THIS PLAN ON 08/20/14.
2. THIS PLAN COMPLIES WITH FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.
3. THE TIME OF BARRY DISCONTINUANCE IS THE DATE OF THE CITY ENGINEER'S APPROVAL OF THIS PLAN.
4. THE TIME OF BARRY DISCONTINUANCE IS THE DATE OF THE CITY ENGINEER'S APPROVAL OF THIS PLAN.
5. THE TIME OF BARRY DISCONTINUANCE IS THE DATE OF THE CITY ENGINEER'S APPROVAL OF THIS PLAN.

**MAP REFERENCES**

1. THE CITY OF BRIDGEPORT ENGINEERING DEPARTMENT HAS REVIEWED THIS PLAN AND HAS ISSUED HIS APPROVAL OF THIS PLAN ON 08/20/14.
2. THE CITY OF BRIDGEPORT ENGINEERING DEPARTMENT HAS REVIEWED THIS PLAN AND HAS ISSUED HIS APPROVAL OF THIS PLAN ON 08/20/14.
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**CONTROL TIE REFERENCES**

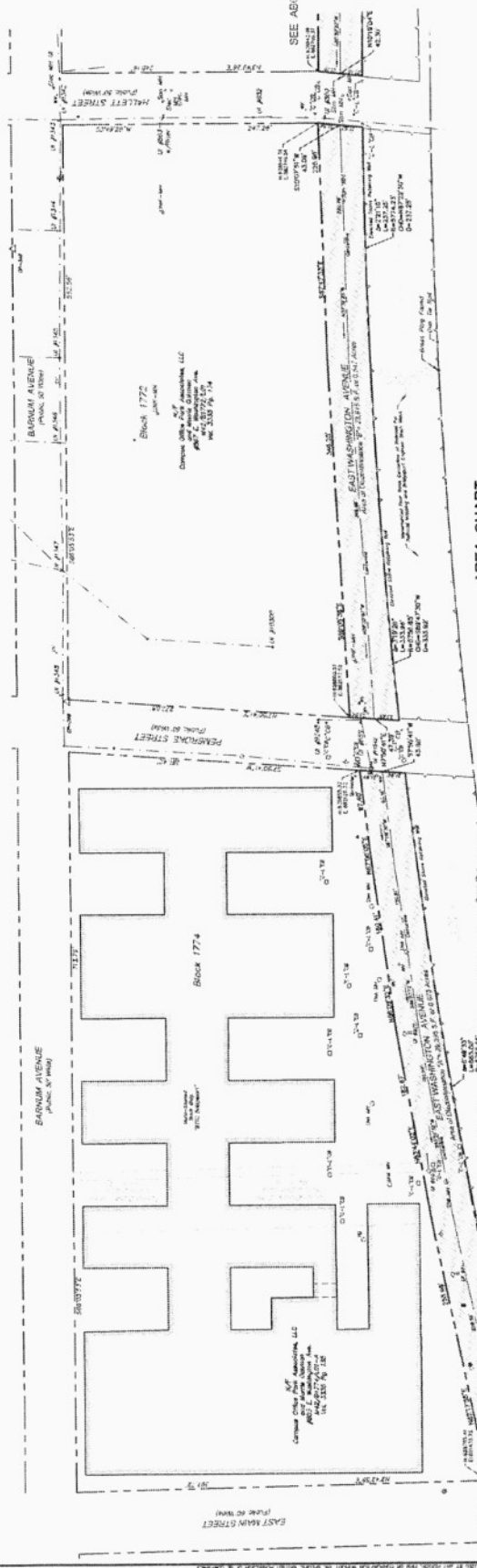
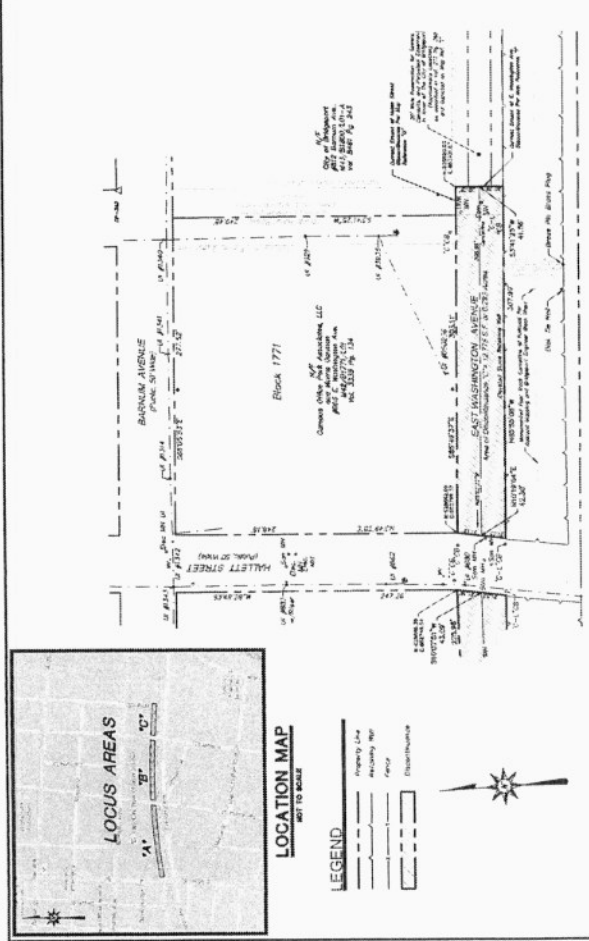
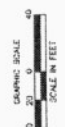


**LEGEND**

- Property Line
- Utility Map
- Proposed
- Discontinuation

**AREA CHART**

STREET	AREA OF DISCONTINUANCE	ADJACENT AREAS
E. WASHINGTON AVE.	23,900	0.875
E. WASHINGTON AVE.	23,915	0.547
E. WASHINGTON AVE.	12,770	0.283
<b>TOTAL</b>	<b>60,585</b>	<b>1.515</b>



**- PRELIMINARY INTERNAL REVIEW -**

TO BE APPROVED AND REAPPROVED BY THE CITY ENGINEER AND THE STATE ENGINEER.

DATE: 08/20/14

BY: [Signature]

MEETING DATE: September 6, 2016

NO. 180-15

COMMITTEE: Special Committee:

REFERRED TO COMM.:

SUBJECT: Report re: (Ref. #121-03) Street Discontinuance Portions of East Washington Avenue ("Street"): Adopted on June 7, 2004.

MOTION BY: *A. Paoletta*

2ND BY: *Michelle*

APPROVED  DENIED  Tabled  REF. TO COMM.

REMARKS:

*Roll call motion pass*

*Table  
Mita  
Second  
Eneida*

	YES	NO
Kathryn M. Bukovsky	✓	
Scott Burns		✓
Jack O. Banta		<i>abstain</i>
Denese Taylor-Moye	✓	
M. Evette Brantley	✓	
John W. Olson		✓
Thomas C. McCarthy		
Jeanette Herron	✓	
Michelle A. Lyons	✓	
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee	✓	
Richard D. Salter, Sr.		
Jose Casco	✓	
Alfredo Castillo	✓	
Aidee Nieves	✓	
Milta I. Feliciano	✓	
Anthony R. Paoletto	✓	
Nessah J. Smith	✓	
Eneida L. Martinez	✓	
James Holloway	13	4

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