

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 7, 2016

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Proclamation: Recognizing the accomplishments of Tiffany Teixeira, Miss Connecticut USA 2016.

City Council Citation: Recognizing the accomplishments of Tiffany Teixeira, Miss Connecticut USA 2016.

Presentation by Tammy Papa, Lighthouse Director re: update on the Mayor's Summer Youth Initiative Program.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 3, 2016

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 207-15** Communication from City Clerk re: Items Pending before City Council Committees pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 208-15** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Renu Gupta, referred to Miscellaneous Matters Committee.
- 209-15** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Jonathan Shapiro, referred to Miscellaneous Matters Committee.
- 210-15** Communication from Tax Collector re: Refund of Excess Payments – Lacey Manufacturing Holding Co. LLC: 2015 RE 1808-01K, referred to Miscellaneous Matters Committee.
- 211-15** Communication from Tax Collector re: Refund of Excess Payments – Lacey Manufacturing Holding Co. LLC: 2015 RE 1809-25, referred to Miscellaneous Matters Committee.
- 212-15** Communication from Tax Collector re: Refund of Excess Payments – Hearst Newspaper: 2015 PP P-0133000, referred to Miscellaneous Matters Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 213-15** Communication from Central Grants re: Proposed Resolution re: State of Connecticut Department of Transportation (DOT) Master Municipal Agreement for Design Projects, referred to Contracts Committee.
- 214-15** Communication from Central Grants re: Proposed Resolution re: State of Connecticut Department of Transportation (DOT) Master Municipal Agreement for Rights of Way Activities, referred to Contracts Committee.
- 215-15** Communication from Central Grants re: Proposed Resolution re: State of Connecticut Department of Transportation (DOT) Master Municipal Agreement for Construction Projects, referred to Contracts Committee.
- 216-15** Communication from Mayor re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 3.08 – City Contract and Purchasing Procedures, amend Section 3.08.070 – Purchasing Procedure, referred to Ordinance Committee.
- 217-15** Communication from Public Facilities re: Proposed Resolution concerning the Sidewalk Repair Pilot Program, referred to Public Safety and Transportation Committee.

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

- 218-15** Resolution presented by Council Member(s) Martinez and Holloway re: Request that the Honorary Designation of “Jimmie W. Jones Way” be created with appropriate signage on Bishop Avenue, referred to Public Safety and Transportation Committee.
- 219-15** Resolution presented by Council Member Feliciano re: Proposed Amendments to the Municipal Code of Ordinances, Chapter 15.08 – Building Permits and Fees, amend Section 15.08.020 – Building Permits to be withheld due to Delinquent Taxes and User Fees, referred to Ordinance Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *170-15** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 3 – Revenue and Finance, amend to add New Chapter 3.70 – Event Admissions Surcharge.
- *182-15** Public Safety and Transportation Committee Report re: Petition request by Stan Cichy from Ginsburg Development Companies, LLC re: Installation of a Canopy at the Main Entrance located at 955 Main Street (City Trust Building), pursuant to Section 12.16.110 of the Municipal Code of Ordinances.
- *192-15** Miscellaneous Matters Committee Report re: 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, **DENIED.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *194-15 Miscellaneous Matters Committee Report re: Approval of a New Job Classification with LIUNA for an Application Specialist in the Information Technology Service Department.
- *195-15 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Sheron Bucknor.

MATTERS TO BE ACTED UPON:

- 126-15 Miscellaneous Matters Committee Report re: Resolution regarding the Reconstitution of the Bridgeport Public Library Board of Directors, **DENIED.**

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 7, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Request regarding unjust termination.

Femi Olowosoyo
Grace Building, LLC.
1 Grand Street
Bridgeport, CT 06604

Injustice in regards to his business.

State Rep. Jack Hennessy
556 Savoy Street
Bridgeport, CT 06606

Request for a public forum concerning
the Board of Education.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, NOVEMBER 7, 2016
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President Pro Tempore Taylor-Moye called the Public Speaking Session to order at 6:31 p.m.

Council President Pro Tempore Taylor-Moye explained that three people had signed up in advance with the City Clerk. If one of those who previously signed up was not present, then one of the speakers on the meeting sign up list would be permitted to speak.

ROLL CALL

City Clerk Lydia Martinez was not present. An informal attendance was taken.

The following members were present:

130th District: Kathryn Bukovsky, Scott Burns
131st District: Jack O. Banta, Denese Taylor-Moye
132nd District: John Olson
133rd District: Jeanette Herron
134th District: AmyMarie Vizzo-Paniccia, Michelle Lyons
135th District: Mary McBride-Lee, Richard Salter
136th District: Jose Casco, Alfredo Castillo
137th District:
138th District: Anthony Paoletto, Nessah Smith
139th District: James Holloway

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 15 A 11:34
ATTEST
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 7, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Request regarding unjust termination.

City of Bridgeport
City Council
Regular Meeting
November 7, 2016

Council President Pro Tempore Taylor-Moye called Mr. Young's name. There was no response. Council President Pro Tempore Taylor-Moye called his name two more times with no response.

Femi Olowosoyo
Grace Building, LLC.
1 Grand Street
Bridgeport, CT 06604

Injustice in regards to his business.

Council President Pro Tempore Taylor-Moye called Mr. Olowosoyo's name. There was no response. Council President Pro Tempore Taylor-Moye called his name two more times with no response.

State Rep. Jack Hennessy
556 Savoy Street
Bridgeport, CT 06606

Request for a public forum concerning
the Board of Education.

Council President Pro Tempore Taylor-Moye called State Rep. Hennessy's name. There was no response. Council President Pro Tempore Taylor-Moye called his name two more times with no response. She then called the first name on the evening's sign-up sheet.

Clyde Nicholson
54 Wallace Street
Bridgeport, CT 06604

Mr. Nicholson came forward to speak about "No Parking" signs and "Handicapped Parking" signs that were recently installed.

Council Member Brantley joined the meeting at 6:35 p.m.

Mr. Nicholson said that there were many concerns and issues happening in the community that the Council does not hear about. He said that the system was not working. Among them are the fact that the children are now walking down the street in dark colors while they are texting. These children don't care about their safety. He said that the City should require the children to wear some kind of reflective stripes so drivers can see them at night. Mr. Nicholson said that the kids don't care if they are hit by a car. This is insane. The citizens should come out one night to tell the Council what is going on.

Mr. Ernie Newton
Bridgeport, CT

Mr. Newton came forward to address the Council Members. He said that there were two issues. One of them was about an ordinance hearing that took place earlier in the evening. He said that he had been talking to the City Attorney's Office and the staff that handles Citistat for further improvement. Mr. Newton said that he would make some suggestions to the City Attorney's office about this ordinance. This is something that the City Council should consider and encourage people who live in the City be able to benefit from the City contracts.

City of Bridgeport
City Council
Regular Meeting
November 7, 2016

Mr. Newton said that there were many people who were very happy to hear that their sidewalks were being fixed or replaced. There are sidewalks that haven't been fixed in ten or twenty years. It's important for the City to consider how they do business with various contractors and that everyone has a chance to sit at the table. He said that he hoped that everyone would pay attention and give people a chance.

Council Members Nieves and Martinez joined the meeting at 6:44 p.m.

Council President Pro Tempore Taylor-Moye then called Mr. Young forward to address the Council.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Request regarding unjust termination.

Mr. Cecil Young came forward to talk about a document that he had distributed earlier in the evening to the Council members. He said that he was a tax payer, and a home owner, so he wasn't asking for any favors. He went on to speak about his doctor's statement and his medical bills. All the Council Members are tax payers. He said it was a shame that someone like him with his reputation had to come to the Council because the administration did not do the right thing. He said that he was trying to help all the residents of Bridgeport. He said that after 27 years as a activist, he deserved some respect.

Council President Pro Tempore Taylor-Moye asked if there was anyone else present who wished to address the Council at this time. Hearing none, she closed the public speaking portion of the meeting.

ADJOURNMENT

Council President Pro Tempore Taylor-Moye adjourned the public speaking portion of the Council meeting at 6:49 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, NOVEMBER 7, 2016

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Council President Pro Tempore Taylor-Moye called the meeting to order at 7:00 p.m.

PRAYER

Council President Pro Tempore Taylor-Moye requested Council Member McBride-Lee lead those present in prayer.

PLEDGE OF ALLEGIANCE

Council President Pro Tempore Taylor-Moye requested Council Member Brantley to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Martinez called the roll.

The following members were present:

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

Council President Pro Tempore Taylor-Moye announced that both the Mayor and Council President McCarthy were out of town and unable to attend the meeting.

Mayoral Proclamation: Recognizing the accomplishments of Tiffany Teixeira, Miss Connecticut USA 2016.

City Council Citation: Recognizing the accomplishments of Tiffany Teixeira, Miss Connecticut USA 2016.

Council President Pro Tempore Taylor-Moye then requested Ms. Teixeira to come forward.

After congratulating Ms. Teixeira on being selected as Miss Connecticut USA 2016, Council President Pro Tempore Taylor-Moye then requested that the Mayoral Proclamation and the Council Proclamation be read. Several Council Members and two representatives from the State congratulated Ms. Teixeira. Ms. Teixeira thanked everyone for their support.

Presentation by Tammy Papa, Lighthouse Director re: update on the Mayor's Summer Youth Initiative Program.

Ms. Papa came forward and gave a brief overview of a timeline of events and the Summer Youth Employment Final Report that had been distributed to the Council Members earlier in the evening.

Ms. Papa then had several people come forward speak about the various programs they had been involved in and the skills that they had acquired. Ms. Papa said that it takes a great deal of work to put this type of program together. She then thanked the various adults who had participated in making the various programs possible.

Council Member Brantley then said that she was pleased that the City of Bridgeport had been able to do this type of program. She encouraged the participants to continue on learning and growing.

Council Member Pro Tempore Taylor-Moye thanked Ms. Papa for her report and said that the programs had benefited the youth of the City.

Council Member Martinez also thanked Ms. Papa for all the skills that the participants learned and all they had the opportunity to experience. So many people worked to make these programs possible.

Council Member Olson then said that the participants had clearly hit a home run.

Council Member Lyons thanked Ms. Papa for providing the programs for the youth. This is Bridgeport Excellence. This is just the beginning of what the City residents can achieve.

Ms. Papa thanked Mr. Gaudett for his hard work in getting the programs up and running.

Council Member Paoletto thanked the group for the great success they had on such a short timeline. He said that next year, he hoped they would have more time to plan.

Council Member Holloway left the meeting at 7:25 p.m.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 3, 2016

**** COUNCIL MEMBER MARTINEZ MOVED THE MINUTES OF THE OCTOBER 3, 2016 REGULAR MEETING.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

A discussion followed regarding the correction of the October 17th minutes to include Council Member Brantley in the roll call.

**** THE MOTION TO APPROVE THE MINUTES OF OCTOBER 3, 2016 REGULAR MEETING AS SUBMITTED PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER HERRON MOVED TO AMEND THE MINUTES OF OCTOBER 17, 2016.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO AMEND THE MINUTES OF OCTOBER 17, 2016 AS CORRECTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

**** COUNCIL MEMBER LYONS MOVED THE FOLLOWING ITEMS TO BE REFERRED TO COMMITTEES:**

207-15 COMMUNICATION FROM CITY CLERK RE: ITEMS PENDING BEFORE CITY COUNCIL COMMITTEES PURSUANT TO CITY COUNCIL RULES CH. XIII (11), ACCEPTED AND MADE PART OF THE RECORD.

208-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH RENU GUPTA, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

209-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED SETTLEMENT OF PENDING LITIGATION WITH JONATHAN SHAPIRO, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

210-15 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – LACEY MANUFACTURING HOLDING CO. LLC: 2015 RE 1808-01K, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

211-15 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS – LACEY MANUFACTURING HOLDING CO. LLC: 2015 RE 1809-25, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

212-15 COMMUNICATION FROM TAX COLLECTOR RE: REFUND OF EXCESS PAYMENTS - HEARST NEWSPAPER: 2015 PP P-0133000, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

213-15 COMMUNICATION FROM CENTRAL GRANTS RE: PROPOSED RESOLUTION RE: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (DOT) MASTER MUNICIPAL AGREEMENT FOR DESIGN PROJECTS, REFERRED TO CONTRACTS COMMITTEE.

214-15 COMMUNICATION FROM CENTRAL GRANTS RE: PROPOSED RESOLUTION RE: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (DOT) MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES, REFERRED TO CONTRACTS COMMITTEE.

215-15 COMMUNICATION FROM CENTRAL GRANTS RE: PROPOSED RESOLUTION RE: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (DOT) MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS, REFERRED TO CONTRACTS COMMITTEE.

216-15 COMMUNICATION FROM MAYOR RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 3.08 - CITY CONTRACT AND PURCHASING PROCEDURES, AMEND SECTION 3.08.070 - PURCHASING PROCEDURE, REFERRED TO ORDINANCE COMMITTEE.

217-15 COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED RESOLUTION CONCERNING THE SIDEWALK REPAIR PILOT PROGRAM, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

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

**** COUNCIL MEMBER LYONS MOVED THE FOLLOWING ITEMS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.**

218-15 RESOLUTION PRESENTED BY COUNCIL MEMBER(S) MARTINEZ AND HOLLOWAY RE: REQUEST THAT THE HONORARY DESIGNATION OF "JIMMIE W. JONES WAY" BE CREATED WITH APPROPRIATE SIGNAGE ON BISHOP AVENUE, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

219-15 RESOLUTION PRESENTED BY COUNCIL MEMBER FELICIANO RE: PROPOSED AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 15.08 - BUILDING PERMITS AND FEES, AMEND SECTION 15.08.020 - BUILDING PERMITS TO BE WITHHELD DUE TO

DELINQUENT TAXES AND USER FEES, REFERRED TO ORDINANCE COMMITTEE.

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***170-15 Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 3 – Revenue and Finance, amend to add New Chapter 3.70 – Event Admissions Surcharge.**

***182-15 Public Safety and Transportation Committee Report re: Petition request by Stan Cichy from Ginsburg Development Companies, LLC re: Installation of a Canopy at the Main Entrance located at 955 Main Street (City Trust Building), pursuant to Section 12.16.110 of the Municipal Code of Ordinances.**

***192-15 Miscellaneous Matters Committee Report re: 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, DENIED.**

***194-15 Miscellaneous Matters Committee Report re: Approval of a New Job Classification with LIUNA for an Application Specialist in the Information Technology Service Department.**

***195-15 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Sheron Bucknor.**

Council President Pro Tempore Taylor-Moye then asked if there was any Council Member who would like to remove an item from the Consent Calendar. No one wished to remove any of the items. City Clerk Martinez read the remaining items into the record.

**** COUNCIL MEMBER BUKOVSKY MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

***170-15 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 3 – REVENUE AND FINANCE, AMEND TO ADD NEW CHAPTER 3.70 – EVENT ADMISSIONS SURCHARGE.**

***182-15 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: PETITION REQUEST BY STAN CICHY FROM GINSBURG DEVELOPMENT COMPANIES, LLC RE: INSTALLATION OF A CANOPY AT THE MAIN ENTRANCE LOCATED AT 955 MAIN STREET (CITY TRUST BUILDING), PURSUANT TO SECTION 12.16.110 OF THE MUNICIPAL CODE OF ORDINANCES.**

***192-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: 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, DENIED.**

***194-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPROVAL OF A NEW JOB CLASSIFICATION WITH LIUNA FOR AN APPLICATION SPECIALIST IN THE INFORMATION TECHNOLOGY SERVICE DEPARTMENT.**

***195-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH SHERON BUCKNOR.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

126-15 Miscellaneous Matters Committee Report re: Resolution regarding the Reconstitution of the Bridgeport Public Library Board of Directors, DENIED.

**** COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM 126-15 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: RESOLUTION REGARDING THE RECONSTITUTION OF THE BRIDGEPORT PUBLIC LIBRARY BOARD OF DIRECTORS, DENIED.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Brantley requested a moment of silence in memory of the mother of a police officer that died recently. All those present stood for a moment of silence.

**** COUNCIL MEMBER CASCO MOVED TO SUSPEND THE RULES TO REFER THE AGENDA ITEM REGARDING THE LIBRARY BOARD TO ORDINANCE.**

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Olson said that he had been told by the City Attorney that the Council does not have the authority to dissolve the Library Board. He said that the Miscellaneous Matters Committee does not have the authority to reject any of the Library's nominees. He said that he did not understand why this was being presented again. Discussion followed.

Council President Pro Tempore Taylor-Moye requested City Attorney Meyer give the Council some clarification. City Attorney Meyer said that the Council can approve or reject the proposed Library Board members. However, the Council cannot choose who the Library Board members would be. He said that the issue was appropriate for the Committee. Discussion followed.

Council Member Vizzo-Paniccia gave the Council Members an overview of the Council's involvement with the Library Board and encouraged the Council to follow due process.

Council Member Martinez reminded everyone that this was a motion to suspend the rules and pointed out that Committee work should not be done on the Council floor. Council President Pro Tempore Taylor-Moye and Council Member Bukovsky both agreed with Council Member Martinez.

**** THE MOTION TO SUSPEND THE RULES TO REFER THE AGENDA ITEM REGARDING THE LIBRARY BOARD TO ORDINANCE PASSED WITH FOURTEEN (14) IN FAVOR (BUKOVSKY, TAYLOR-MOYE, BANTA, BRANTLEY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH AND MARTINEZ) AND THREE (3) OPPOSED (OLSEN, BURNS AND VIZZO-PANICCIA).**

**** COUNCIL MEMBER MARTINEZ MOVED TO ADD THE ITEM TO CITY COUNCIL AGENDA.**

**** COUNCIL MEMBER MCBRIDE SECONDED.**

**** THE MOTION TO ADD THE ITEM REGARDING THE LIBRARY BOARD TO THE AGENDA PASSED WITH FOURTEEN (14) IN FAVOR (BUKOVSKY, TAYLOR-MOYE, BANTA, BRANTLEY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH AND MARTINEZ) AND THREE (3) OPPOSED (OLSEN, BURNS AND VIZZO-PANICCIA).**

**** COUNCIL MEMBER MARTINEZ MOVED TO REFER THE ITEM TO COMMITTEE.**

**** COUNCIL MEMBER MCBRIDE SECONDED.**

**** THE MOTION TO REFER THE ITEM REGARDING THE LIBRARY BOARD TO COMMITTEE PASSED WITH FOURTEEN (14) IN FAVOR (BUKOVSKY, TAYLOR-MOYE, BANTA, BRANTLEY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH AND MARTINEZ) AND THREE (3) OPPOSED (OLSON, BURNS AND VIZZO-PANICCIA). (ITEM #220-15)**

Council Member Casco then requested a point of personal privilege. As a home owner and tax payer, had he had fallen behind in the WPCA payment and the WPCA had not notified him of the situation. When he discovered this, he contacted them and worked out a payment plan. However, the WPCA went ahead and removed the amount from his bank account without notifying him. This practice is a serious issue and needs to be addressed by the Council.

Council Member Feliciano announced that there would be several Veterans Day events taking place in the City and encouraged everyone to attend them.

ADJOURNMENT

**** COUNCIL MEMBER HERRON MOVED TO ADJOURN.
** COUNCIL MEMBER PAOLETTO SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 8:00 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



City of Bridgeport, Connecticut

OFFICE OF THE CITY CLERK

LEGISLATIVE DEPARTMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

LYDIA N. MARTINEZ
City Clerk

FRANCES ORTIZ
Assistant City Clerk

COMM. 207-15 Accepted and Made Part of the Record (11-7-16)

November 2, 2016

Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that this not being an election year for city council, all items will carry over into the next council session, and will not be filed sine die.

Respectfully submitted,

Lydia N. Martinez
City Clerk

ATTEST
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
2016 NOV - 2 A 10: 25

**BUDGET AND APPROPRIATIONS COMMITTEE
PENDING ITEMS
AS OF NOVEMBER 7, 2016**

Number	Type	Summary	Submitted by:	Date Referred:
		General discussion regarding the review of the Monthly Financial Report.		
		Budget Update from City Department: (None Requested)		
147-15	Comm.	Proposed Budget Transfer to Fiscal Year 2016-2017 General Fund Budget to Accommodate the FY 2016-2017 Second Chance Initiative Program From: Public Facilities Maintenance (Property Insurance) Account #01310000-53435 (\$40,000) and P.F. Roadway (Public Facilities Services) Account #01320000-56185 (\$10,000) To: Police Department "Other Services" Account #01250000-56180 (\$50,000).	Nestor Nkwo, OPM Director	06/20/2016, Comm. <u>Tabled</u> and Amended by Substitution on: 07/11/2016, Comm. <u>Tabled</u> on: 09/12/2016

**CONTRACTS COMMITTEE
PENDING ITEMS
As of November 7, 2016**

Number	Type	Summary	Submitted by:	Date
93-15	Comm.	<i>Proposed Master State/Municipality Agreement for the Readjustment, Relocation and/or Removal of Municipal Facilities on Highway Projects.</i>	Mark T. Anastasi, Associate City Attorney	Referred to City Council: 04/04/2016 From the Floor. No Referral Letter Sent to City Attorney. Tabled by Committee: 04/14/2016 at a Rescheduled Meeting. Tabled by Committee: 06/14/2016 07/12/2016 09/13/2016 10/12/2016
101-15	Comm.	<i>Proposed Draft Lease Agreement re: A site at Trumbull Gardens to serve as a Substation for the Police Department and Community Center for Residents and Stakeholders.</i>	Thomas Gaudett, Mayor's Aide	Referred to City Council: 05/02/2016. Referral Letter Sent to City Attorney: 05/03/16. Tabled by Committee: 06/14/2016 07/12/2016 09/13/2016 10/12/2016
196-15	Comm.	<i>Proposed Administrative Services Agreement with Stirling Benefits, Inc.</i>	Richard D. Weiner, Benefits Manager	Referred to City Council: 10/17/2016. Referral Letter Sent to City Attorney: 10/18/16.
199-15	Comm.	<i>Consideration of Sixth Amendment to Stadium License, Management and Operations Agreement with Past Time Partners, LLC.</i>	Ronald J. Pacacha, Associate City Attorney	Referred to City Council: 10/17/2016. No Referral Letter Sent to City Attorney.

ECD&E COMMITTEE
No Items Currently Pending
As of November 7, 2016

Number	Type	Summary	Submitted by:	Date

MISCELLANEOUS MATTERS COMMITTEE
PENDING ITEMS
As of November 7, 2016

Number	Type	Summary	Submitted by:	Date
07-15	Comm.	Proposed approval of a new job classification with NAGE Local RI-200 of Senior Housing Code Inspector/Enforcement Officer	David Dunn, Personnel Director, Civil Service	Referred to Committee on 12/7/2015 Tabled by Committee on 1/2/2016 (Special Meeting) Tabled by Committee 1/25/16 Tabled by Committee 2/22 Tabled by Committee on 3/28/16
70-15	Comm.	Appointment of Clement Young (D) to the Water Pollution Control Authority Commission	Joseph P. Ganim, Mayor	Referred to Committee on 02/29/2016 (Sp. Meeting) Tabled by Committee on 3/28/16 Tabled by Committee on 9/26/16
84-15	Comm.	Appointment of Kristen Alvanson (D) to the Stratfield Historic District Commission	Joseph P. Ganim, Mayor	Referred to Committee on 03/21/2016 Tabled by Committee on 3/28/16 Tabled by Committee on 9/26/16
200-15	Comm.	Appointment of Rosalina Roman Christy to the Library Board of Directors.	Thomas R. Errichetti, Secretary, Library Board	Referred to Committee on 10/17/2016 (OFF THE FLOOR). Tabled by Committee on 10/24/2016
201-15	Comm.	Appointment of Donald W. Greenberg to the Library Board of Directors.	Thomas R. Errichetti, Secretary, Library Board	Referred to Committee on 10/17/2016 (OFF THE FLOOR) Tabled by Committee on 10/24/2016
202-15	Comm.	Appointment of Kenya Osborne-Grant to the Library Board of Directors.	Thomas R. Errichetti, Secretary, Library Board	Referred to Committee on 10/17/2016 (OFF THE FLOOR) Tabled by Committee on 10/24/2016
203-15	Comm.	Reappointment of Attorney James E. O'Donnell to the Library Board of Directors.	Thomas R. Errichetti, Secretary, Library Board	Referred to Committee on 10/17/2016 (OFF THE FLOOR). Tabled by Committee on 10/24/2016
204-15	Comm.	Reappointment of Judge William Holden to the Library Board of Directors.	Thomas R. Errichetti, Secretary, Library Board	Referred to Committee on 10/17/2016 (OFF THE FLOOR). Tabled by Committee on 10/24/2016
205-15	Comm.	Appointment of Phylicia R. Brown to the Library Board of Directors.	Thomas R. Errichetti, Secretary, Library Board	Referred to Committee on 10/17/2016 (OFF THE FLOOR). Tabled by Committee on 10/24/2016

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF NOVEMBER 7, 2016 PAGE 1 of 1**

Number	Type	Summary	Submitted by:	Date
68-15	COMM.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.38 – Code of Ethics amend Sections: 2.38.020 – Definitions and 2.38.040C – Commission on ethics.	Mark T. Anastasi, Associate City Attorney	<u>02/29/2016 (Special Meeting)</u> Ref'd to City Attorney's Office on: 03/01/2016 , Tabled by Committee on: 03/22/2016 , Tabled by Committee on: 05/24/2016 , Tabled by Committee on: 10/25/2016
69-15	COMM.	Proposed Amendment to the Municipal Code of Ordinances, Title 2 Administration and Personnel, amend to add New Chapter 2.125 – Commission and Office of Governmental Accountability.	Mark T. Anastasi, Associate City Attorney	<u>02/29/2016 (Special Meeting)</u> Ref'd to City Attorney's Office on: 03/01/2016 , Tabled by Committee on: 03/22/2016 , Tabled by Committee on: 05/24/2016 , Tabled by Committee on: 10/25/2016
94-15	RES.	Proposed Resolution regarding Off-Campus Student Housing in One, Two, and Three Dwelling Unit Buildings.	Councilmember Michelle A. Lyons, D-134th	<u>04/04/2016 (OFF THE FLOOR)</u> Ref'd to City Attorney's Office on: 04/21/2016 , Tabled by Committee on: 10/25/2016
95-15	RES.	Proposed Resolution regarding the Establishing of a Landlord Checklist for Student Housing Permit and a Separate Student Housing Renewal Packet.	Councilmember Michelle A. Lyons, D-134th	<u>04/04/2016 (OFF THE FLOOR)</u> Ref'd to City Attorney's Office on: 04/21/2016 , Tabled by Committee on: 10/25/2016
128-15	COMM.	Proposed Amendments to the Municipal Code of Ordinances, Chapter 2.38 Code of Ethics, amend to add new Section 2.38.050 Provision concerning subsequent employment.	Mark T. Anastasi, Associate City Attorney	<u>05/16/2016 (Off The Floor)</u> , Tabled by Committee on: 05/24/2016 , Tabled by Committee on: 10/25/2016
129-15	COMM.	Proposed Amendments to the Municipal Code of Ordinances, amend Chapter 8.76 Anti-Blight Program.	Mark T. Anastasi, Associate City Attorney	<u>05/16/2016 (Off The Floor)</u> , Tabled by Committee on: 05/24/2016 , Tabled by Committee on: 10/25/2016

**PUBLIC SAFETY & TRANSPORTATION COMMITTEE
PENDING ITEMS
AS of NOVEMBER 07, 2016**

Number	Type	Summary	Submitted by:	Date
20-15	<i>Petition</i>	<i>Proposed Petition regarding the Discontinuance of a Portion of the Paper Street Known as Summit Place.</i>	<i>Linda Pesce Laske, Law Offices of Green and Gross, P.C.</i>	<i>Referred to City Council on: 12/07/2015 Referral Letters sent on 12/09/2015 to: CA, Eng., FD, PD, Pub. Fac., P&Z, WPCA Received Reply Letter from: PD on 12/18/2015 Tabled by Committee on: 11/01/2016 Referred to Special Meeting on: 11/07/2016</i>
47-15	<i>Comm.</i>	<i>Appointment of Valerie Quarles (D) to the Board of Police Commission.</i>	<i>Joseph P. Ganim, Mayor</i>	<i>Referred to City Council on: 01/19/2016 Tabled by Committee on: 08/31/2016</i>

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 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
Tyisha S. Toms
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Eroll V. Skyers
Tamara J. Titre

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

Comm. #208-15 Ref'd to Miscellaneous Matters Committee
On 11/7/2016

October 18, 2016

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

**Re: Proposed Settlement in the Matter of Renu Gupta v. City of Bridgeport.
Federal District Court Docket No: 3:14-cv-00112(MPS)**

Dear Councilpersons:

The Office of the City Attorney respectfully recommends the following pending matter be settled as set forth below. It is our professional opinion that resolving this matter for the consideration agreed to between the parties is in the best interests of the City of Bridgeport.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Renu Gupta	Labor Dispute	Thomas Bucci, Esq.	\$ 30,000.00

Kindly place this matter on the agenda for the City Council meeting on November 7, 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

cc: Lydia Martinez, City Clerk
Danielle Kripps, Paralegal

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer /

999 Broad Street
Bridgeport, Connecticut 06604-4328

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. #209-15 Ref'd to Miscellaneous Matters Committee
On 11/7/2016

October 7, 2016

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

Re: **PROPOSED SETTLEMENT OF PENDING LITIGATION:
JONATHAN SHAPIRO V. FRANK DELBOUNO and CITY OF BRIDGEPORT
PERSONAL INJURY MATTER**

Dear Honorable Members:

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

Kindly place this matter on the agenda for the City Council Meeting on November 7, 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



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #210-15 Ref'd to Miscellaneous Matters Committee
on 11/7/2016

DATE: October 26, 2016
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

LACEY MANUFACTURING HOLDING CO LLC
1146 BARNUM AVE
BRIDGEPORT, CT 06610

2015 RE 1808--01K

LACEY MANUFACTURING HOLDING CO LLC, overpaid in error and City directed to refund overpayment

Refund due: \$38,183.08

RECEIVED
CITY CLERK'S OFFICE
2016 OCT 27 A 11:25
ATTEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
This is to certify that LACEY MANUFACTURING HOLDING COMPANY LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2015

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Excessously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

LACEY MANUFACTURING HOLDING COMPANY LLC
1146 BARNUM AV
BRIDGEPORT, CT 06610

2015-01-0016313
1808--01K-----
1146 BARNUM AV



To Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent;

The service exemption or Sec. 12-129 Refund of Excess Payments.
(State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2016	25,455.38	0.00	0.00	0.00	25,455.38	
Total Paid	07/28/2016	63,638.46	0.00	0.00	0.00	63,638.46	-38,183.08 ***
Adjusted Refund		-38,183.08	0.00	0.00	0.00	38,183.08	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Robin L Bergman
Print Name

[Signature] 8/9/16
Signature of Taxpayer Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
It is recommended that refund* of property taxes and interest in the amount of 38,183.08 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 09 DAY OF August 2016

[Signature]
TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____ approved on the _____ day of _____ 20____. It was voted to refund Property Taxes and Interest amounting to \$ _____ to _____.

First Selectman

Other Governing Body

Clerk

*Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT
325 CONGRESS STREET
BRIDGEPORT, CT 06604



2015010016313

AS OF 10/26/2016

GENERAL DATA REAL ESTATE CITY OF BRIDGEPORT

BILL NO: 2015-01-0016313 ORIGINAL OWNER: LACEY MANUFACTURING HOLDING COMPANY LLC
 UNIQUE ID: 1808--01K----- C/O:
 LINK# ADDRESS: 1146 BARNUM AV
 FILE# CITY ST ZIP: BRIDGEPORT CT 06610
 BANK: COUNTRY:
 ESCROW: 7918-292 PROP LOC.: 1146 BARNUM AV
 VOL/PAGE: EXR PROP LOC: 43 1808 1 K
 LIEN VOL/PAGE: M/B/L:
 DISTRICT:
 PROP ASSESSED: 2,340,940 ELD CODE: 0
 EXEMPTIONS: EXMPT CHANGE: 1,872,752
 COC CHANGE: -1,872,752
 NET VALUE: 468,188
 MILL RATE: 54.3700

*** BILLED ***

INST1:	CITY	DSSD	TOTALS
INST2:	63,638.46	0.00	63,638.46
INST3:	63,638.46	0.00	63,638.46
INST4:	0.00	0.00	0.00
ADJS:	-101,821.54	0.00	-101,821.54
TOT TAX:	25,455.38	0.00	25,455.38
TOTAL PAID:	63,638.46	0.00	63,638.46

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pmt	1	07/29/2016		50/480/201	T	63,638.46	0.00	0.00	0.00	63,638.46
Adj	1	07/20/2016	11 144952R	99/1/1	T	-101,821.54	0.00	0.00	0.00	0.00
TOTAL PAYMENTS:										
						63,638.46	0.00	0.00	0.00	63,638.46

TOTAL BALANCE DUE AS OF 10/26/2016

INT DUE:	CITY	DSSD	TOTAL
LIEN DUE:	0.00	0.00	0.00
FEES DUE:	0.00	0.00	0.00
TAX DUE NOW:	0.00	0.00	0.00
TOT DUE NOW:	-38,183.08	0.00	-38,183.08
BALANCE DUE:	-38,183.08	0.00	-38,183.08

*** FLAGS ***
 Circuit Breaker Amount: 0 Benefit Year: 0
 Invalid Address Flag No
 Last Adjustment Reason CLERICAL ERROR - APPLY GAB GBA EXEMPTION
 ADD. MESSAGES
 MAILED ADJUSTED BILL 07/28/16 JM



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #211-15 Ref'd to Miscellaneous Matters Committee
on 11/7/2016

DATE: October 26, 2016
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

LACEY MANUFACTURING HOLDING CO LLC
1146 BARNUM AVE
BRIDGEPORT, CT 06610

2015 RE 1809--25

LACEY MANUFACTURING HOLDING CO LLC, overpaid in error and City directed to refund overpayment

Refund due: \$18,985.84

RECEIVED
CITY CLERK'S OFFICE
OCT 27 A 11:25
ATTEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that LACEY MANUFACTURING HOLDING COMPANY LLC

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2015

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

LACEY MANUFACTURING HOLDING COMPANY LLC
1146 BARNUM AV
BRIDGEPORT, CT 06610

2015-01-0016315
1809--25-----
1105 BARNUM AV



To Collector of CITY OF BRIDGEPORT State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2016	12,657.23	0.00	0.00	0.00	12,657.23	
Total Paid	07/28/2016	31,643.07	0.00	0.00	0.00	31,643.07	-18,985.84 ***
Adjusted Refund		-18,985.84	0.00	0.00	0.00	18,985.84	

PLEASE READ, SIGN, AND DATE BELOW:

I am entitled to this refund because I made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses.

Robin L. Bergman
 Print Name

[Signature] 8/9/16
 Signature of Taxpayer Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 18,985.84
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

RATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 09 DAY OF August 2016

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____ **TAX COLLECTOR**
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

 Clerk

**Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604



Deposit checks
using your
mobile device.

Download the apps



Personal



Business

Transaction Receipt

All items accepted are subject to the terms of your account agreement with us. Please retain this receipt with your banking records.
Deposits may not be available for immediate withdrawal.

TRF:SD 9-901 07/28/16
4136201
XXXXXX6315 MunTaxPy V

02:00 PM

\$31,643.07

Member FDIC SD-058 6/15



2015010016315

AS OF 10/26/2016

GENERAL DATA REAL ESTATE CITY OF BRIDGEPORT

BILL NO: 2015-01-0016315 ORIGINAL OWNER: LACEY MANUFACTURING HOLDING COMPANY LLC
 UNIQUE ID: 1809--25----- C/O:
 LINK# ADDRESS: 1146 BARNUM AV
 FILE# ADDRESS2: BRIDGEPORT CT 06610
 BANK: CITY ST ZIP: 1105 BARNUM AV
 ESCROW: COUNTRY: 43 1809 25
 VOL/PAGE: 7918-292 PROP LOC.:
 LIEN VOL/PAGE: EXR PROP LOC:
 DISTRICT: M/B/L:
 PROP ASSESSED: 1,163,990 ELD CODE: 0 931,192
 EXEMPTIONS: EXMPT CHANGE:
 COC CHANGE: -931,192
 NET VALUE: 232,798
 MILL RATE: 54.3700

*** BILLED ***
 INST1: CITY
 INST2: 31,643.07
 INST3: 31,643.07
 INST4: 0.00
 ADJS: -50,628.91
 TOT TAX: 12,657.23
 TOTAL PAID: 31,643.07

TOTALS
 31,643.07
 31,643.07
 0.00
 0.00
 -50,628.91
 12,657.23
 31,643.07

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Pmt	1	07/29/2016		50/480/203	T	31,643.07	0.00	0.00	0.00	31,643.07
Adj	1	07/20/2016	11 144953R	99/1/1	T	-50,628.91	0.00	0.00	0.00	0.00
TOTAL PAYMENTS:						31,643.07	0.00	0.00	0.00	31,643.07

TOTAL BALANCE DUE AS OF 10/26/2016

	CITY	DSSD	TOTAL
INT DUE:	0.00	0.00	0.00
LIEN DUE:	0.00	0.00	0.00
FEES DUE:	0.00	0.00	0.00
TAX DUE NOW:	0.00	0.00	0.00
TOT DUE NOW:	-18,985.84	0.00	-18,985.84
BALANCE DUE:	-18,985.84	0.00	-18,985.84

*** FLAGS ***
 Circuit Breaker Amount: 0
 Invalid Address Flag No
 Last Adjustment Reason CLERICAL ERROR APPLY GAB GEA EXEMPTIONS
 ADD. MESSAGES
 MAILED ADJUSTED BILL 07/28/16 JM



CITY OF BRIDGEPORT
OFFICE OF THE TAX COLLECTOR

45 Lyon Terrace
Bridgeport, Connecticut 06604
Telephone 203-576-7271 Fax 203-332-5628

VERONICA JONES
Tax Collector

JOSEPH P. GANIM
Mayor

COMM. #212-15 Ref'd to Miscellaneous Matters Committee
on 11/7/2016

DATE: October 26, 2016
TO: Committee on Miscellaneous Matters
FROM: Veronica Jones, Tax Collector
SUBJECT: Refund of Excess Payments

I hereby request a tax refund for the account detailed on the attached list, in accordance with the provision of Section 12-129 of the General Statutes of the State of Connecticut. The Tax Collector, after examination of such applications, recommends to the honorable body in favor of such applicants for the amounts so certified.

Section 12-129: Refund of excess payments. Any person, firm or such corporation who pays any property tax in excess of the principal of such tax as entered in the rate book of the tax collector and covered by his warrant therein, or in excess of the legal interest, penalty or fees pertaining to such tax, or who pays a tax from which the payer is by statute exempt and entitled to an abatement, or who, by reason of a clerical error on the part of the assessor or board of tax review, pays a tax in excess of that which should have been assessed against his property, or who is entitled to a refund because of the issuance of a certificate of correction may make application in writing to the collector of taxes for the refund of such amount. Such application shall be made not later than three years from the date such tax was due and shall contain a recital of the facts and shall state the amount of the refund request.

HEARST NEWSPAPER
C/O HEARST MEDIA SERVICES CT
PO BOX 1029
DUBLIN, PA 18917

2015 PP P--0133000

HEARST NEWSPAPER, overpaid in error and City directed to refund overpayment.

Refund due: \$27,054.65

RECEIVED
CITY CLERK'S OFFICE
2016 OCT 27 A 11: 25
ATTEST
CITY CLERK

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended
 This is to certify that HEARST NEWSPAPERS

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2015

- Sec. 12-81 (20) Servicemen Having Disability Rating.
- Sec. 12-124 Abatement to poor.
- Sec. 12-125 Abatement of Taxes of Corporations.
- Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
- Sec. 12-127 Abatement or Refund to Blind Persons.
- Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
- Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
- Sec. 12-129 Refund of Excess Payments.

HEARST NEWSPAPERS
C/O HEARST MEDIA SERVICES CT
PO BOX 1029
DUBLIN, PA 18917

2015-02-0000140
P--0133000
410 STATE ST



To Collector of **CITY OF BRIDGEPORT** State of Connecticut.

I hereby apply for abatement or refund* of such part of my tax as shall represent:

The service exemption or Sec. 12-129 Refund of Excess Payments.
 (State reason -- Cross out service exemption if it does not apply)

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2016	30,209.44	0.00	0.00	0.00	30,209.44	
Total Paid	07/30/2016	57,264.09	0.00	0.00	0.00	57,264.09	-27,054.65 ***
Adjusted Refund		-11,949.93	0.00	0.00	0.00	11,949.93	

I understand that false or deliberately misleading statements subject me to penalties and/or for obtaining money under false pretenses.

Kelly Edwards
 Print Name

Kelly Edwards 7/30/16
 Signature of Taxpayer Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or _____
 It is recommended that refund* of property taxes and interest in the amount of 11,949.93
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 21 DAY OF July 2016

[Signature]
 TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

The First Selectman, as authorized by the Board of Selectman, or _____
 approved on the _____ day of _____ 20____. It was voted to refund
 Property Taxes and Interest amounting to \$ _____ to _____.

 First Selectman

 Other Governing Body

 Clerk

**Cross out abatement or refund as required.

Mail To :
 CITY OF BRIDGEPORT
 325 CONGRESS STREET
 BRIDGEPORT, CT 06604

OF BRIDGEPORT
 CONGRESS STREET
 BRIDGEPORT CT 06604-0000
 526-7271

PERSONAL PROPERTY TAX BILL



RT LIST #	DST BANK ON GRAND LIST	TOTAL TAX	TAX DUE	DUE DATE	DELO AFTER	\$INST
-02-0000140	OCTOBER 1, 2015	30,209.44	30,209.44	#1 07/01/2016	08/01/2016	15,104.72
MILL RATE	MTH ASSESSMENT	EXEMPT	COC-CHANGE	NET ASSM		
54.37	1,550,832	0	-995,205	555,627		
				TOTAL		30,209.44

TAX DUE	INTEREST	LIEN	FEES	INST DUE
15,104.72	0.00	0.00	0.00	15,104.72

RF: 07/18/2016 P--0133000
 NO 410 STATE ST

VOL/PAGE: /

*42,159.37
 Pd on acct*

HEARST NEWSPAPERS
 C/O HEARST MEDIA SERVICES CT
 PO BOX 1029
 DUBLIN PA 18917-0000 USA

NET BALANCE: 15,104.72

LAST PAYMENT DATE: NO PAYMENTS RECEIVED

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

Hearst Service Center
 Hearst Tower
 214 North Tryon Street
 Charlotte, NC 28202
 (764)348-8000

CONNECTICUT POST

64-1278-611-62

DATE: 7/14/2016
 CHECK NO: 328073863

PAY EXACTLY:
 Forty-Two Thousand One Hundred Fifty-Nine and 37/100 Dollars

S*****42,159.37

PAY TO THE ORDER OF
 TAX COLLECTOR
 CITY OF BRIDGEPORT
 BRIDGEPORT CT 06604

[Signature]

BANK OF AMERICA
 ATLANTA, DEKALB COUNTY, GA

⑈328073863⑈ ⑆061112788⑆ 3299024309⑈



CITY OF BRIDGEPORT
CHIEF ADMINISTRATIVE OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-3964 Fax (203) 332-5652

JOSEPH P. GANIM
Mayor

JOHN M. GOMES
A. Chief Administrative
Officer

***Comm. #213-15 Referred to:
Contracts Committee on 11/07/2016.***

October 18, 2016

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – **State of Connecticut Department of Transportation (DOT) Master
Municipal Agreement for Design Projects**

Attached, please find a resolution and copy of the agreement for the **State of Connecticut Department
of Transportation (DOT) Master Municipal Agreement for Design Projects** to be referred to the
Committee on Contracts of the City Council.

If you have any questions or require any additional information please contact me at 203-332-5664 or
autumn.hurst@bridgeportct.gov.

Thank you,

Autumn Hurst
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2016 OCT 28 P 12:58
ATTN: CITY CLERK

Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Department of Transportation (DOT)

Master Municipal Agreement for Design Projects

WHEREAS, the City of Bridgeport undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the State of Connecticut Department of Transportation, the federal government, or both; and

WHEREAS, the **State of Connecticut Department of Transportation (DOT)** is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the City of Bridgeport or the DOT takes on responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for a Master Agreement to address the rights of way phase of the Municipality or State's administered projects; and

WHEREAS, the DOT and the City of Bridgeport wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken in a Master Municipal Agreement for Design Projects.

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

1. That it is cognizant of the City's intention to enter into the Master Municipal Agreement for Design Projects with **the State of Connecticut Department of Transportation (DOT)** and to continue to engage in transportation projects which may be DOT and/or federally funded; and
2. That it hereby authorizes, directs and empowers the Joseph P. Ganim, Mayor, or his designee to execute and file the Agreement entitled "Master Municipal Agreement for Design Projects" with the **State of Connecticut Department of Transportation (DOT)** to serve as the master backbone agreement for future transportation projects which may be DOT and/or federally funded.

**MASTER MUNICIPAL AGREEMENT
FOR DESIGN PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR DESIGN PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to design improvements to locally-maintained roadways, structures and transportation facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis the Municipality takes on the responsibility of administering the design phase of each municipal project; and

WHEREAS, the Commissioner is authorized to enter into this Master Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i or § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to design projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 "Administer," "Administering" or "Administration" of the Design Project means conducting and managing operations required to perform and complete the Design Project, including performing (or engaging a Consulting Engineer to perform) the Design Services and undertaking all of the administrative duties related to and required for the completion of the Design Project.

1.2 "Authorization to Proceed" means the written notice from the Authorized DOT Representative to the Designated Official authorizing the Municipality to perform its obligations for the Design Project under the Project Authorization Letter (PAL), including, but not limited to, entering into an agreement with the Consulting Engineer for performance of the Design Services, if applicable.

Master Municipal Agreement for Design Projects

1.3 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section § 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 “Consulting Engineer” means the person or entity engaged by the Municipality to perform the Design Services, in whole or in part, for the Design Project.

1.5 “Cumulative Costs” means the total, collective expenditure by the Municipality and the DOT to complete the Design Project (defined in section 1.7).

1.6 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.7 “Design Project” means the design phase activities undertaken by the Municipality to design improvements to be constructed on a locally or State-maintained roadways, structure or Transportation Alternative Facilities (defined in section 1.29), or any combination of the foregoing and in accordance with the PAL and this Master Agreement.

1.8 “Design Services” include, but are not limited to, providing the survey, preliminary engineering studies, preliminary design, final design for the Design Project, and engineering services during construction for the Design Project as specifically set forth in the PAL in accordance with the “Consultant Administration and Project Development Manual, Connecticut Department of Transportation (September 2008).” Design Services may be required for the construction phase of a Municipal Project.

1.9 “Designated Official” means the municipal official or representative designated by title, who is duly authorized by the Municipality to receive PALs issued by the DOT under this Master Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.10 “Disadvantaged Business Enterprise (DBE)” has the meaning defined in Schedule C.

1.11 “DOT-provided Services” means the work that the DOT performs for the Design Project, as specifically set forth in the PAL and may include, but is not necessarily limited to, providing material testing, administrative oversight, technical assistance in engineering reviews, property map reviews, title searches, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, agreement development, fee review and negotiations, and liaison activities with other governmental agencies as may be necessary for proper development of the Design Project to ensure satisfactory adherence to State and federal requirements.

1.12 “Effective Date” means the date upon which the Master Agreement is executed by the DOT.

1.13 “Extra Work” means additional work that is beyond the original scope or limits of work of the Design Project, which Funds are set aside in the PAL, but the Funds cannot be expended without

Master Municipal Agreement for Design Projects

the approvals required in Section 7 of this Master Agreement.

1.14 "Funding" means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Design Project, as specified in the Project Authorization Letter.

1.15 "Inspection Activities" means inspection of the work during the construction phase of the Municipal Project and associated administrative duties, including, but not limited to: inspection of grading, drainage, structure, pavement, Transportation Facilities (defined in section 1.3), and rail work if applicable; the required administrative functions associated with the construction phase of the Municipal Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other related functions deemed necessary by the DOT.

1.16 "Municipal Project" means a project undertaken by the Municipality for improvements on locally or State-maintained roadways, structures, or Transportation Alternatives Facilities, or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.17 "Official Notice" means notice given from one Party to the other in accordance with Article 21.

1.18 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project, approved and accepted by the DOT in writing, that contain all of the construction details and will be made part of the bid and contract documents for the construction phase of the Municipal Project.

1.19 "Perform" means for purposes of this Master Agreement, the verb "to perform" and the performance of the work set forth in this Master Agreement which are referred to as "Perform," "Performance" and other capitalized variations of the term.

1.20 "Project Amount" means the total estimated cost for all work for the Design Project, as estimated at the time of the DOT's issuance of the PAL.

1.21 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the particular Design Project during a specified period of time.

1.22 "Project Manager" means the DOT assigned engineer in responsible charge of the Design Project, as identified in the particular PAL associated with an individual Design Project.

1.23 "Small Business Enterprise (SBE)" has the meaning defined in Schedule D.

Master Municipal Agreement for Design Projects

1.24 “Small Business Participation Pilot Program (SBPPP)” has the meaning defined in Schedule E.

1.25 “Special Provisions” means specifications applicable to the particular Design Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.26 “Standard Specifications” means, collectively, the publications entitled “Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)” Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the “Supplemental Specifications to the Standard Specification for Roads, Bridges, and Incidental Construction (Form 816),” Connecticut Department of Transportation (July 2010), as may be revised.

1.27 “Subconsultant” means any firm that is engaged by the Consulting Engineer to perform the Design Services, in whole or part, for the Design Project.

1.28 “Term” means the duration of this Master Agreement.

1.29 “Transportation Alternative Facilities” means the facilities provided as a result of transportation alternative activities (as defined by 23 U.S.C. § 101(a) (29), as revised).

1.30 “Transportation Facilities” means any roadway, structure, building, intangible rights or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Alternatives Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

Article 2. Issuance and Acknowledgment of PALs for Design Projects.

2.1 The DOT shall issue to the Municipality a PAL for the applicable Design Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Design Projects and will not address construction phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work or entering into an agreement with the Consulting Engineer with respect to the Design Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

(a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Design Project;

Master Municipal Agreement for Design Projects

- (b) the maximum reimbursement to the Municipality under the PAL;
- (c) an estimated cost break-down for all work under the Design Project. At DOT's discretion, the PAL will provide a line item category for Extra Work to set aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Design Project;
- (d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work Performed by the DOT under the Design Project, as determined by the Funding ratio;
- (e) a brief description of the Design Project; and
- (f) any applicable affirmative action goal(s) assigned with respect to work on the Design Project, as follows:
 - (i) if the Design Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Consulting Engineer; or
 - (ii) if the Design Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Consulting Engineer; or
 - (iii) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Consulting Engineer.

2.3 In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to Perform the work on the Design Project in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

Master Municipal Agreement for Design Projects

2.4 The Municipality herein represents that the Mayor of Bridgeport, Connecticut is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.5 Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Design Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Design Project. Further, the Municipality agrees to proceed with diligence to Perform its obligations to accomplish the Design Project and agrees to use the Funding to complete the same.

2.6 Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Design Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.3, will supersede the PAL or any previously issued Revised PAL for the Design Project and will control over the PAL and any previously issued Revised PAL.

Article 3. Authorization to Proceed.

3.1 The Municipality shall not commence to Administer the Design Project until it has received from the DOT an Authorization to Proceed Notice.

3.2 The Municipality shall not have the Consulting Engineer or the Municipality's staff commence the Design Services until the Municipality has received the Authorization to Proceed Notice.

3.3 The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Design Project or for any Design Services Performed by the Consulting Engineer or the Municipality's staff on the Design Project prior to the issuance of the Authorization to Proceed Notice.

Article 4. Municipality to Administer the Design Project.

Master Municipal Agreement for Design Projects

4.1 Upon receipt of an Authorization to Proceed Notice, the Municipality shall Administer and Perform all activities associated with the Design Project in accordance with the PAL and this Master Agreement.

4.2 The Municipality, with prior written approval of the DOT, may elect to Perform all or any part of the Design Services with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that the municipal staff Performing the Design Services are sufficiently qualified, that there is sufficient manpower, equipment, and resources available to the Municipality, and that it will be cost effective for the Municipality's staff to Perform the Design Services. The Municipality shall submit written documentation to the State indicating its criteria and/or procedures used in assigning existing municipal staff, or hiring of new municipal staff to Perform the Design Services. The Municipality shall assume responsibility for the accuracy of all products of its work generated by municipal staff Performing the Design Services, irrespective of the State's review and approval of the same, if any. The Municipality shall have its Designated Official sign the title sheet(s) of all plans and/or final work product documents generated by municipal staff in Performance of the Design Services, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to State statute or regulation.

4.3 For Design Services that the Municipality does not elect to Perform with its own staff, the Municipality shall retain, using a qualifications based selection (QBS) process, a Consulting Engineer to undertake the Design Services, as more particularly described in Article 5.

4.4 With respect to any Design Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Design Project are entirely ineligible for reimbursement with federal funds.

4.5 The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Design Project as specified in the PAL and this Master Agreement and for no other purpose.

4.6 The Municipality shall conduct public involvement programs for the Design Project in compliance with applicable federal and State requirements and in accordance with the "Public Involvement Guidance Manual," Connecticut Department of Transportation (2009), as may be revised.

Article 5. Engaging a Consulting Engineer.

5.1 Where the Municipality retains a Consulting Engineer to Perform the Design Services, the Municipality shall use a QBS process, specifically as set forth in the current "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (December 2011), as may be revised, which are hereinafter referred to as the "Consultant Selection Procedures" which is made a part of this Agreement and incorporated into it by reference.

Master Municipal Agreement for Design Projects

5.2 The Municipality shall follow the Consultant Selection Procedures in carrying out the solicitation and selection of the Consulting Engineer and the negotiation of and entering into an agreement with the Consulting Engineer. The Municipality shall document its process for the solicitation, selection, negotiation, and contracting with any Consulting Engineer and provide such written documentation to the DOT, all in accordance with the Consultant Selection Procedures.

5.3 The Municipality shall not impose any local rules, policies, terms, conditions, or requirements on any potential Consulting Engineer in its QBS process, unless it has received prior written approval from the DOT and, if applicable, FHWA. If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Design Project.

5.4 The Municipality must receive the DOT's prior written approval in order to enter into an agreement with the Consulting Engineer, or to modify or supplement any such agreement with the Consulting Engineer, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review the Municipality's proposed agreements, and modifications and supplements thereto for compliance with applicable DOT and federal requirements prior to the DOT issuing any written approval.

5.5 The Municipality shall Perform contract monitoring of the Consulting Engineer in accordance with the Consultant Selection Procedures. The Municipality agrees to assist the DOT in rating the Consulting Engineer's Performance through the DOT's Consultant Evaluation System, in accordance with the Consultant Selection Procedures.

Article 6. Required Consulting Engineer Agreement Provisions

6.1 As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its agreement with the Consulting Engineer.

6.2 The Municipality shall include the following requirements in its agreement with the Consulting Engineer:

(a) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule B; and

(b) the DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements set forth in the PAL; and

(c) the "Special Provision, Disadvantaged Business Enterprises" (April 2012), the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprises (Set-Aside)" (April 2012) or the "Special Provision, Small Business Participation Pilot Program" (April 2012), all as may be revised by DOT from time to time, current versions of which are attached at

Master Municipal Agreement for Design Projects

Schedules C, D & E, respectively (the "Affirmative Action (AA) Requirements"). The Municipality shall include a provision within its agreement with the Consulting Engineer requiring compliance with the AA Requirements and attach a copy of the applicable Schedule C, D, or E to such agreement.

6.3 The Municipality's failure to include the requirements of Article 6 in its agreement with, and to ensure compliance by, the Consulting Engineer may be deemed by DOT, at its sole discretion, to be a breach of this Master Agreement and the respective PAL, and may result in the Municipality's loss of Funding for the Design Project. Specifically, with respect to the Municipality's failure to comply with the DBE goal, SBE goal, or SBPPP goal, as applicable, as required by section 6.2(b), DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Design Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

6.4 The Municipality shall include in its agreement with the Consulting Engineer a completion schedule for the Design Services that is acceptable to the State.

6.5 With respect to its agreement with the Consulting Engineer, the Municipality shall comply with Policy No. F&A-30, dated July 23, 2015 ("Maximum Fees for Architects, Engineers and Consultants"), attached at Schedule F. The Municipality shall utilize the guidelines stipulated in Policy No. EX.O.-33 dated June 25, 2015, attached at Schedule G, when applicable, in accordance with Policy No. F&A-30.

6.6 The Municipality shall include any Design Services that may be required during the pre-bid, bid and construction phases of the Municipal Project in the scope of Design Services to be Performed under the agreement entered into with the Consulting Engineer, for the purposes of advising the Municipality or the State, whichever is administering the construction phase of the Municipal Project. Such Design Services shall include, but not be limited to, providing interpretations of the plans and specification prepared by the Consulting Engineer, assisting the Municipality or State in answering pre-bid questions, attending meetings including the preconstruction meeting and progress meetings, conferring with and advising the Municipality or the State as to any changed or unanticipated field conditions that will impact the work during the construction phase, visiting the jobsite at appropriate intervals to monitor critical areas of work, and responding to questions, as needed.

6.7 The Municipality may engage the Consulting Engineer who Performed Design Services to Perform subsequent Inspection Activities during the construction phase of the Municipal Project, provided that Inspection Activities were included in the QBS process when selecting the Consulting Engineer for the Design Services. The State reserves the right in the future to bar the Municipality from engaging the Consulting Engineer who Performed Design Services to also Perform Inspection Activities during the construction phase, and the State will notify the Municipality of any such change in policy.

6.8 The Municipality shall require the Consulting Engineer to assume responsibility for the accuracy of its work generated in Performing the Design Services, irrespective of the State's

Master Municipal Agreement for Design Projects

review and approval of such work, if any, and shall include this requirement in its agreement with the Consulting Engineer. The Municipality shall have its Designated Official sign the title sheet(s) of all plans and/or final work product documents prepared by the Consultant Engineer, in addition to any applicable signing and/or sealing by professional engineers, land surveyors or architects required pursuant to state statute or regulation.

6.9 The Municipality may not impose any local rules, policies, terms, conditions, or requirements in its agreement with the Consulting Engineer unless the Municipality has received prior written State and/or federal approval. Imposition of local rules, policies, terms, conditions, or requirements by the Municipality may be deemed by the State in its sole discretion to be a breach of the Master Agreement and the respective PAL, and may result in the Municipality's loss of Funding for the Design Project.

Article 7. Design Standards and Administrative Standards.

7.1 The Municipality shall Perform, or require its Consulting Engineer to Perform, all Design Services to standards acceptable to the State and, if federal Funding is involved, to standards acceptable to the Federal Highway Administration (FHWA), which are contained in the documents listed in Section 7.2 below, with all work being Performed within the designated time frame set forth in the PAL for the Design Project.

7.2 In Performing the Design Services, the Municipality shall comply with, and/or if engaging a Consulting Engineer, shall require the Consulting Engineer to comply with, the current version of the following engineering publications issued by the Connecticut Department of Transportation ("Engineering Publications"), as they may be revised and as they may be applicable to the Design Project:

- (a) Bridge Design Manual (2003 Edition, with revisions through February 2011);
- (b) Bridge Inspection Manual, Version 2.1 (2001, with revisions through March 2008);
- (c) Consultant Administration & Project Development Manual (September 2008);
- (d) Digital Design Environment Guide (2007);
- (e) Digital Project Development Manual, Version 3.06 (July 2014);
- (f) Drainage Manual (2000, including revisions through 2003);
- (g) Geotechnical Engineering Manual (2005, including revisions through February 2009);
- (h) Highway Design Manual (2003 Edition, including revisions to February 2013);
- (i) Utility Accommodation Manual (2009);
- (j) Public Service Facility Policy and Procedures for Highways in Connecticut (2008);
- (k) Traffic Control Signal Design Manual (2009); and
- (l) Pamphlet for Monitoring Consultant Performance and Payment Requests, Connecticut Department of Transportation (March 2014).

The Engineering Publications referenced in this section are incorporated and made a part of this Master Agreement by reference and the Municipality shall incorporate the Engineering Publications into each agreement it enters into with a Consulting Engineer for any Design Project

Master Municipal Agreement for Design Projects

undertaken pursuant to a PAL issued under this Master Agreement. The Engineering Publications shall govern the Performance of the Design Services.

7.3 With respect to Design Projects that receive federal Funding, the Municipality shall comply with, or require its Consulting Engineer to comply with, all applicable federal requirements as may be applicable to the Design Project including, but not limited to:

- (a) 23 USC § 112, invoking the Brooks Act (40 USC §§ 1101-1104).
- (b) 23 CFR Part 172, Administration of Engineering and Design Related Service Contracts;
- (c) 48 CFR Part 31, Federal Acquisition Regulations, addressing contract cost principles and procedures and audit requirements;
- (d) 49 CFR § 18.42, Records Retention Requirements.

Article 8. Additional Administration Responsibilities.

8.1 The Municipality shall Perform all other work which becomes necessary to properly Administer the Design Project in order to ensure compliance with the applicable design standards and the Municipality's contract with the Consulting Engineer. Any work Performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Design Project and any associated expenses will be funded in accordance with the PAL.

8.2 The Municipality shall maintain and secure all Records for the Design Project at a single location for the DOT's review, use and approval at all times.

8.3 The Municipality shall submit to the DOT for review the PS&E and other information developed by the Municipality's staff or the Consulting Engineer, as applicable, for the Design Project, in accordance with the current Consultant Administration and Project Development Manual. Upon completion of the Design Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the final PS&E, in the format requested by the DOT.

8.4 The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement at any time during the Design Project. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Design Project so that the DOT may evaluate the Municipality's activities with respect to the Design Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

8.5 The Municipality may not make changes to the Design Project that will increase the cost or alter the character or scope of the Design Services without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not extend the term of any agreement with its Consulting Engineer without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Revised PAL issued by the DOT with respect to the Design Project.

Master Municipal Agreement for Design Projects

8.6 If, at any time during the Design Project, the DOT in its sole discretion determines that the Administration by the Municipality is not adequate, the DOT may deem the Municipality to be in breach of this Agreement, and the DOT, in its sole discretion, may assume responsibility for or supplement the Administration of the Design Project. The additional costs associated with the DOT's Administration of the Design Project will be considered part of the Design Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Design Project does not waive any of the DOT's remedies under this Master Agreement, nor relieve the Municipality from any liability related to its breach.

Article 9. DOT-provided Services.

9.1 If the Design Project requires DOT-provided Services, such services shall be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Design Project as set forth in the PAL. The DOT reserves the right to inspect all aspects of the work related to the Design Project at all times, and such inspections shall be deemed DOT-provided Services.

9.2 The PAL will specify Municipality's proportionate share of the estimated cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such estimated costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to Perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

Article 10. Costs and Reimbursement.

10.1 The Municipality shall expend its own funds to pay for costs of Administering the Design Project and then shall seek reimbursement from the DOT for approved costs.

10.2 The Municipality shall document all expenses it incurs and maintain all Records related to the Design Project costs, including, but not limited to:

- (a) its payments to the Consulting Engineer;
- (b) its payroll hours on time sheets for municipal staff working directly on the Design Project. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Design Project and fringe benefits associated with payroll;
- (c) material purchases made by the Municipality; and
- (d) reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be

Master Municipal Agreement for Design Projects

established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised.

10.3 If the Municipality fails to adequately record expenses and maintain all related Records for any Design Project or promptly submit any Records to the DOT, the DOT in its sole discretion may deem such failure to be a breach by the Municipality, and the DOT may deem certain expenses to be non-eligible costs of the respective Design Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Design Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Design Project, nor relieve the Municipality from any liability related to its breach.

10.4 The Municipality shall seek reimbursement from the DOT for the Municipality's expenditures, which have been approved by the DOT for eligible Design Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

(a) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's Performance of Design Services.

(b) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

10.5 Notwithstanding the above, the DOT may offset any reimbursable amounts due to the Municipality with any amounts due to the DOT for DOT-provided Services.

Article 11. Extra Work.

11.1 If the PAL provides a line item category for Extra Work and the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT's Project Manager for the type and scope of the Extra Work and the associated costs prior to the Municipality authorizing Performance of the Extra Work by the Municipality's staff or the Consulting Engineer, as applicable.

11.2 Once approved in writing by the DOT, the Extra Work will be funded as follows:

(a) If the Extra Work results in a Cumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.

(b) If the Extra Work results in a Cumulative Cost greater than the Project Amount specified in the PAL, and the DOT determines that the appropriate federal or state government

Master Municipal Agreement for Design Projects

funding is available for the increased costs of the Design Project, then the DOT will issue a Revised PAL to provide for the cost increase to the Design Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

Article 12. Funding of Additional DOT-Approved Costs upon Final Audit.

12.1 If, upon final audit by the DOT, additional costs, including, but not limited to, those resulting from Extra Work, delays, or other cost over-runs, result in a Cumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

12.2 If, upon final audit by the DOT, additional costs, including, but not limited to, those resulting from Extra Work, delays, or other cost over-runs, result in a Cumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Revised PAL in order to fund these additional costs, provided that additional Funding is available.

12.3 If, pursuant to section 12.1, the additional costs are not approved by the DOT or if, pursuant to section 12.2, a Revised PAL is not issued, the Municipality will be responsible for 100% of the additional cost.

12.4 If, during the course of the final audit, the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

Article 13. No DOT Obligation to Third Parties. Nothing contained in this Master Agreement shall be deemed to directly or indirectly create any obligation of the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 14. Suspension, Postponement, or Termination of the Design Project.

14.1 Suspension, Postponement, or Termination by the DOT.

(a) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Design Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

(b) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, or its Consulting Engineer to Perform the work required on any particular Design Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Design Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall

Master Municipal Agreement for Design Projects

specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

14.2 Termination by the Municipality, with prior DOT approval.

(a) The Municipality may request termination of the Design Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Design Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

(b) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

14.3 Upon suspension, postponement, or termination in accordance with section 14.1 or termination in accordance with section 14.2, the DOT at its sole discretion may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, provided that the DOT finds the work to be acceptable.

14.4 If the DOT and/or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself Performed, or engaged the Consulting Engineer to Perform on its behalf, to be unacceptable, then upon demand by the DOT and/or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT and/or FHWA (or other applicable federal authority), the State or federal Funding that was disbursed to the Municipality prior to the effective date of termination to fund that unacceptable work.

14.5 If the Municipality terminates the Design Project without the DOT's prior approval, the Municipality shall incur all costs related to the Design Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, the Municipality shall promptly return any federal or state government Funding upon demand by the DOT or FHWA (or other applicable federal authority).

14.6 Termination of a specific Design Project shall not relieve the Municipality or its Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety of its obligations concerning any claims arising out of the work Performed on the Design Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this Master Agreement or any other agreement with the DOT or the Municipality.

Article 15. Utilities Relocation and Access to Highway Right-of-Way.

Master Municipal Agreement for Design Projects

15.1 Where the Design Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of way, the Parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

(b) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of way, the Municipality shall promptly readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Design Project.

15.2 With respect to any work on the Design Project that requires access to the state highway right-of-way or Municipality-owned highway right-of way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the other Party, Consulting Engineer, or any Subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 15.2 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of way, including but not limited to, applying for and obtaining an encroachment permit.

Article 16. Disbursement of Grant Funds.

16.1 With respect to each Design Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

16.2 The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Design Project.

16.3 Final payment to the Municipality will be based on a post-engineering final audit Performed by the DOT using the cost sharing percentages and funding procedures set forth in the respective PAL.

16.4 If the Municipality fails to commence and complete the Design Project as set forth in

Master Municipal Agreement for Design Projects

the respective PAL in a timely fashion to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Design Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

16.5 Unless otherwise indicated in the respective PAL, in the event that the Municipality does not commence the subsequent phase related to the Design Project (i.e., the right-of-way acquisition phase or the construction phase of the respective Municipal Project) by the close of the tenth (10th) federal fiscal year following the federal fiscal year in which the Design Project was authorized by the DOT, regardless of the funding source of those phases, upon request by the DOT, the Municipality shall reimburse the DOT for all State and federal funding that was disbursed to the Municipality and for all expenses incurred by the DOT on the Design Project under the respective PAL, or the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the commencement and/or completion of the subsequent phase, as set forth in section 8.6.

Article 17. Records and Audit.

17.1 The Municipality shall make all of its Records and accounting procedures and practices relevant to any Funding received under this Master Agreement available for examination by the DOT and the State of Connecticut and its agents including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents for a period of time in accordance with all applicable state or federal audit requirements.

17.2 With respect to each Design Project undertaken under this Master Agreement, the Municipality shall maintain and secure all Records for a period of three (3) years after the final payment has been made to the Consulting Engineer or the termination of any litigation related to the Design Project, or three (3) years after the date of DOT's issuance of the CON-100 form, as may be revised, whereby the construction phase activities have been deemed to be substantially complete, whichever is later, or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 18. Costs Resulting from Errors or Omissions.

18.1 The Municipality shall reimburse the DOT for one hundred percent (100%) of all Municipal Project costs and costs of DOT-provided Services, which costs are the result of errors or

Master Municipal Agreement for Design Projects

omissions of the Municipality, the Consulting Engineer or its Subconsultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Design Services by the Municipality, the Consulting Engineer or its Subconsultant(s), or inadequate Administration by the Municipality, as applicable.

18.2 In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality, a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual Design Project cost, as determined by a final audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT.

18.3 This Article 18 will survive the expiration of the PAL, the final acceptance of the PS&E, the termination of the Master Agreement, and the expiration of the Term.

Article 19. Additional Mandatory Requirements.

19.1 With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule H, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Design Project, the Municipality agrees to pass down to its Consulting Engineer the applicable requirements set forth in the Mandatory State and Federal Requirements.

19.2 With respect to each PAL issued and acknowledged under this Master Agreement that involves Funds originating from any agency or office of the federal government, including, but not limited to the FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

19.3 While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with and must require its Consulting Engineer to comply with), the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or State Funding under this Master Agreement, the Municipality agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Design Project, throughout the Term of this Master Agreement.

Article 20. Conflict & Revisions to Manuals.

20.1 In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability

Master Municipal Agreement for Design Projects

to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

20.2 With respect to any specification, guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Design Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Design Project.

Article 21. Term and Termination of the Master Agreement.

21.1 The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

21.2 The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

21.3 As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Consulting Engineer, or both, to Perform the work required on any particular Design Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

21.4 Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Design Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Design Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 14.1.

21.5 Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Design Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Master Municipal Agreement for Design Projects

Article 22. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

22.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Mayor
City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604;

22.2 Be delivered to the address recited herein in person or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised, or by electronic transmission, including facsimile and email, provided delivery is confirmed electronically; and

22.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 23. Insurance.

23.1 With respect to the activities on the particular Design Project that the Municipality Performs or that the Municipality engages a Consulting Engineer to Perform, and also those that are Performed by Subconsultants of the Consulting Engineer, on the Design Project, the Municipality shall carry, and shall require its Consulting Engineer (i) to carry and (ii) to impose on its Subconsultants the requirement to carry, for the duration of the Design Project, the following insurance:

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of

Master Municipal Agreement for Design Projects

Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

(b) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Design Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

(c) Railroad Protective Liability Insurance (when the Design Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property) with coverage limits of not less than Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Municipality shall obtain and submit evidence of the minimum coverage indicated above to the DOT prior to commencement of the rail related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the DOT;

(d) Valuable Papers Insurance, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all Records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Consulting Engineer, or Subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(e) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws

Master Municipal Agreement for Design Projects

of the United States respectively; and

(f) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master Agreement as the same relates to negligent acts, errors or omissions in the work Performed by the Municipality, Consulting Engineer, or Subconsultant, as applicable. The Municipality, Consulting Engineer, or Subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Municipality, Consulting Engineer, or Subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Consulting Engineer, or Subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Consulting Engineer, or Subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work Performed by the Municipality, Consulting Engineer, or Subconsultant under the PAL for the Design Project

23.2 In the event the Municipality, Consulting Engineer, or Subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

23.3 For each Design Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work Performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 23.7.

23.4 The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

23.5 The Municipality shall produce, and require its Consulting Engineer or any Subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Consulting Engineer or Subconsultant, as applicable, may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of

Master Municipal Agreement for Design Projects

the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty (30) days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

23.6 The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Design Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Design Project.

23.7 Self-insurance.

(a) With respect to activities Performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Design Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 23.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees, and if the particular Design Project requires work within, upon, over or under the right of way of the National Railroad Passenger Corporation (Amtrak) also indemnify, defend and save harmless Amtrak from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities Performed by the Municipality under the PAL issued for the Design Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

Master Municipal Agreement for Design Projects

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

Article 24. Indemnification.

24.1 For the purposes of this Article, the following definitions apply.

(a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

(b) **Municipality's Parties:** A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement or the PAL in any capacity.

(c) **Records:** All working papers and such other information and materials as may have been accumulated by the Municipality Contractor in Performing the Master Agreement or the PAL, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

(d) **State:** The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

24.2 The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns and if the particular Design Project requires work within, upon, over or under the right of way of Amtrak also indemnify, defend and hold harmless Amtrak from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or

Master Municipal Agreement for Design Projects

uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the policy. The DOT shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

Article 25. Sovereign Immunity. Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

Article 26. Defense of Suits by the Municipality. Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 27. Governing Law. The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws.

Master Municipal Agreement for Design Projects

To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut.

Article 28. Obligate the DOT. Nothing contained in this Master Agreement shall be construed to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 29. Amendment. This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and conditioned upon approval by the Attorney General of the State of Connecticut, and any additional approvals required by law.

Article 30. Severability. If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 31. Waiver. The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 32. Remedies are Nonexclusive. No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 33. Entire Agreement. This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

Master Municipal Agreement for Design Projects

**STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner**

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

CITY OF BRIDGEPORT

By _____
The Honorable Joseph P. Ganim, Mayor

Date: _____

Schedule A

[Addressee - Designated Municipal Official]

Local Roads

Dear [Addressee - Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Design Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Design Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Design Project is to provide [ENTER DESCRIPTION], beginning at a point [] and ending at [], a distance of [] feet.

Funding for the Design Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT]. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Attached is an estimated engineering cost break down for Design Project activities. A Demand Deposit in the amount of \$[ENTER AMOUNT] is due the DOT for [identify the purpose of the deposit, i.e. their share of DOT costs non-federal cost of sidewalks etc.]

This Design Project has been assigned a [ENTER CORRECT DESIGNATION DBE/SBE/SBPPP] goal of []% and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Design Project. The Municipality may advance or begin work on the Design Project only after it has received from the DOT an Authorization to Proceed Notice.

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the

Schedule A

Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Design Project.

If you have any questions please contact [Mr./Ms. _____], the Project Manager at (860) 594-[XXXX].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____

Print Name:

Designated Municipal Official

Schedule A

PAL ATTACHMENT
STATE PROJECT NO. XXX
FEDERAL PROJECT NO. XXXX
ESTIMATED Design COSTS

A. Municipal Design Project Cost - Consultant Services	\$
B. Municipal Design Project Cost – Municipal Forces	\$
C. Extra Work Allowance (+/-10% of A+B) – in accordance with Section 11 of the Master Agreement.	\$
D. Total Municipal Cost (A+B+C)	\$
E. DOT-provided Services – Design	\$
F. DOT-provided Services – Administrative Oversight	\$
G. DOT-provided Services – Audits	\$
H. Extra Work Allowance – DOT Forces (+/-10% of E+F+G)	\$
I. Total Design Cost – DOT Forces (E+F+G+H)	\$
J. Total Design Cost (D+I)	\$
K. Federal Proportionate Share of the Total Design Cost (80% of J)	\$
L. DOT Proportionate Share of the Total Design Cost (X% of J)	\$
M. Maximum Amount of Reimbursement to the Municipality (X% of D)	\$
N. Demand Deposit Required from the Municipality	\$

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

**CONNECTICUT REQUIRED
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
(2010)**

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or Subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or Subconsultant.

2. **Equal Employment Opportunity Policy:**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Subcontracting:**

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule B

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such Records as are necessary to determine compliance with equal employment opportunity obligations. The Records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such Records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

SPECIAL PROVISION
DISADVANTAGED BUSINESS ENTERPRISES
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS
FOR FEDERAL FUNDED PROJECTS

Revised – April 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. **ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION**

- A. "Administrative Agency" means the agency responsible for awarding the contract.
- B. "ConnDOT" means the Connecticut Department of Transportation.
- C. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- D. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- E. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- F. "Contractor," means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.
- G. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
 3. Certified by ConnDOT under 49 CFR Part 26 or 23.
- H. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- I. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes Good Faith Efforts.

Schedule C

J. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Schedule C

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Administrative Agency, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm

Schedule C

contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.

2. Provide a detailed statement for each DBE that submitted a subcontract proposal which the Contractor considered not to be acceptable stating the reasons for this conclusion.
3. Provide documents to support contacts made with the Administrative Agency requesting assistance in satisfying the specified Contract goal.
4. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs and verified by the Administrative Agency. In instances where the Contractor can adequately document or substantiate its Good Faith Efforts made to meet the specified percentage to the satisfaction of the Administrative Agency, no reduction in payments will be imposed.

I. All Records must be retained for a period of three (3) years following acceptance by the Administrative Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administrative Agency, ConnDOT (when the Administrative Agency is other than ConnDOT) and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the Records shall be retained until all litigation, claims, or audits findings involving the Records are resolved.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Administrative Agency requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. The DBE goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total Contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under the Contract in accordance with 49 CFR Part 26.55 Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Administrative

Schedule C

Agency, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

D. The prime Contractor shall submit to the Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime contractor and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Administrative Agency with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime contractor, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Administrative Agency in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make Good Faith Efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Administrative Agency together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the

Schedule C

Administrative Agency indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Administrative Agency signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Administrative Agency with:

1. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Administrative Agency, or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Administrative Agency to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Administrating Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the

Schedule C

performance of the Contract, provided that the fees or commissions are determined by the Administrative Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the Good Faith Efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its Good Faith Efforts are deemed satisfactory and approved by the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to DBEs;
5. A statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from DBEs in which they declined to bid;
8. A statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract

Schedule C

Compliance seeking DBE referrals and the result of each such call; and

10. Any information of a similar nature relevant to the application.

The review of the Contractor's Good Faith Efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Administrative Agency will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award Good Faith Efforts, the Administrative Agency will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Administrative Agency shall notify the Contractor by mail of the approval or denial of its Good Faith Efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Administrative Agency. The Administrative Agency will forward the Contractor's reconsideration request to the ConnDOT Division of Contract Compliance for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate Good Faith Efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Administrative Agency within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award Good Faith Efforts does not relieve the Contractor from its obligation to make continuous good faith efforts throughout the duration of the project to achieve the DBE goal.

Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;
2. a statement setting forth all parts of the contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contract;
6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contract;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its Good Faith Efforts.

If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

Schedule C

**Connecticut Department of Transportation
Application for Review of Pre-award Good Faith Efforts**

Name of Company: _____

Address: _____

Project# _____

Contract goal as set forth in Special Provisions Part III-B. _____ %

Total DBE commitments obtained, by subcontracting and/or procurement of material and/or services. (Attach DBE Participation Approval Request(s)) \$ _____ % of Total Contract

1. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	----------------------	----------------------------

Schedule C

2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	----------------------	----------------------------

Schedule C

3. Items of Contract DBEs solicited to bid. If partial item, indicate work, materials, and/or services bids were solicited for. (Attach additional sheets, if required.)

<u>Item #</u>	<u>Description of Item</u>	<u>\$ Bid Amount</u>	<u>% of Total Contract</u>
---------------	----------------------------	----------------------	----------------------------

Schedule C

4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

<u>Name of DBE</u>	<u>Items Contacted for</u>	<u>Date of Contact</u>	<u>Phone/Cert.Mail Other _____</u>	<u>Result</u>
--------------------	--------------------------------	----------------------------	--	---------------

5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

<u>Name of DBE</u>	<u>Item of Work Quoted</u>	<u>Date of Quote</u>	<u>Reason(s) for Rejection of Bid</u>
--------------------	--------------------------------	--------------------------	---

Schedule C

6. Names of DBEs contacted who did not bid. (Attach copies of all supporting correspondence and phone logs.)

<u>Name of DBE</u>	<u>Items of Work</u>	<u>Date DBE Declined</u>	<u>Reason for Refusal to Bid</u>
--------------------	----------------------	--------------------------	----------------------------------

7. Date(s) contractor contacted ConnDOT Division of Contract Compliance seeking DBE referrals. (Provide complete documentation, including phone logs.)

Date and Name of Contact: _____

Name of DBE Referred by ConnDOT

Schedule C

8. Any additional information that should be considered in this application.

Contractor Signature

Title

Date: _____

SPECIAL PROVISION
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS
ENTERPRISES (SET-ASIDE)

April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Contract.

I. GENERAL

- A. The municipality shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The municipality shall also cooperate with ConnDOT in reviewing the contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; www.das.state.ct.us as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the contractor is unable to achieve the specified contract goals for Small Contractor participation, the contractor shall submit written documentation to the municipality indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses,

Schedule D

dates and telephone numbers of each Small Contractor contacted, and a description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
 4. Documents to support contacts made with the municipality and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
 5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.
- E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.
- F. All Records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, ConnDOT requires the following:

- A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside

Schedule D

percentage assigned to the project shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractors Minority Business Enterprises.

B. The contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.

C. The contractor shall provide to the municipality within seven (7) days after the bid opening the following items:

1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
2. A certification of work to be subcontracted (Exhibit I) signed by both the contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
3. It is the responsibility of the contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.

D. After the contractor signs the Contract, the contractor will be required to meet with the municipality to review the following:

1. What is expected with respect to the Small Contractor set aside requirements.
2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
3. Each quarter after the start of the Small Contractor the contractor shall submit a report to the municipality indicating the work done by, and the dollars paid to each Small Contractor to date.
4. What is required when a request to sublet to a Small Contractor is submitted.

E. The contractor shall submit to the municipality all requests for subcontractor approvals on standard forms provided by the municipality.

If the request for approval is for a Small Contractor subcontractor for the purpose of

Schedule D

meeting the Contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the contract between the contractor and the Small Contractor subcontractor must also be submitted to the municipality with an explanation of the change(s). The contract must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a contractor, a copy of rental agreement must be submitted.
 - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section IIE together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to the municipality for its review and approval prior to the implementation of the change. The contractor must demonstrate that the originally named Small contractor is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The contractor's ability to negotiate a more advantageous contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.
- G. Contractors subcontracting with a Small Contractor to perform work or services as required by this Special Provision shall not terminate such firms without advising the municipality, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.

III. **BROKERING**

For the purpose of this Special Provision, a Broker is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is a Contract violation.

IV. **PRE-AWARD WAIVERS:**

If the contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal

Schedule D

the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the contractor must submit a completed "Application for Waiver of Small Contractor Goals" to the municipality which must also contain the following documentation:

- A. Information described in Section IVB.
- B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, the municipality shall submit the documentation to the Manager of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Manager of Contract Compliance shall submit the written narrative to the Chairperson of the Screening Committee at least five (5) working days before the scheduled meeting. The contractor shall be invited to attend the meeting and present his/her position. The Screening Committee shall render a determination on the waiver request within five (5) working days after the meeting. The Screening Committee's determination shall be final. Waiver applications are available from ConnDOT.

Schedule E

SPECIAL PROVISION
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

Revised – April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "ConnDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "Agreement" or "Subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section

Schedule E

26.65(b).

J. "Small Business Participation Pilot Program" ("SBPPP") means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract

Schedule E

or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria;

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the

Schedule E

Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

I. All Records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the Records shall be retained until all litigation, claims, or audits findings involving the Records are resolved.

J. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPPs it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the

Schedule E

work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to, the SBPPP for the current quarter and to date.

Schedule E

J. Each contract that the Municipality signs with a Contractor and each Subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A "regular dealer" is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A "manufacturer" is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, ConnDOT or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Schedule E

VI. BROKERING

- A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. SBPPPs involved in the brokering of Subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and

Schedule E

10. Any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT's initiating unit for submission to the ConnDOT Division of Contract Compliance. The ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days of receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. F&A-30

July 23, 2015

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

If a project, part of a project or, a new task based assignment (project) is federal funded, then the above stated requirements shall apply.

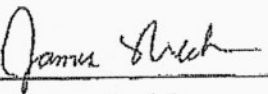
All new agreements that do not have federal funding will apply the requirements of Policy Statement No. EX.O.-33, dated June 25, 2015.

The below listed agreement and assignments **which contain the reference of GL 97-1** in their language shall be completed using the maximum limits contained in OPM's GL 97-1:

- Existing agreements that are supplemented after June 25, 2015
- Existing task based agreements
- New task based assignments (projects) that have no federal funding
- Extra work claims on existing agreements

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated April 12, 2006)


James Redeker
Commissioner



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. EX.O.-33
June 25, 2015

SUBJECT: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

On May, 4 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No.

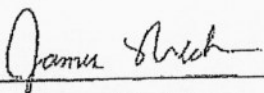
97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit -Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement).

Each such contract must contain appropriate language to clearly acknowledge the parameters of this letter.


James Redeker
Commissioner

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.
2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as **Schedule I**.
3. **Suspension or Debarment.** The Municipality agrees and acknowledges that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
4. **Certification .**
 - A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of Records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

Schedule H

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** The Municipality agrees that as a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at **Schedule J**, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-LLL) available at the Office of Budget and Management's ("OMB") website at

Schedule H

http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF–LLL shall be completed and submitted with the Master Agreement.

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

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller

Schedule H

General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the Records of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports and shall require that the CPA provide the State with access to any Records of the CPA pertaining to the Master Agreement so that the State may audit or review all such Records.

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at **Schedule B**, as may be revised, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Tel. (860) 594-3045

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

Schedule I

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one

Schedule I

month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former

Schedule I

DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

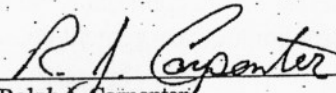
Important Ethics Reference Materials

Schedule I

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)



Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, Records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.



CITY OF BRIDGEPORT
CHIEF ADMINISTRATIVE OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-3964 Fax (203) 332-5652

JOSEPH P. GANIM
Mayor

JOHN M. GOMES
A. Chief Administrative
Officer

***Comm. #214-15 Referred to:
Contracts Committee on 11/07/2016.***

October 18, 2016

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – **State of Connecticut Department of Transportation (DOT) Master
Municipal Agreement for Rights of Way Activities**

Attached, please find a resolution and copy of the agreement for the **State of Connecticut Department
of Transportation (DOT) Master Municipal Agreement for Rights of Way Activities** to be referred to
the **Committee on Contracts** of the City Council.

If you have any questions or require any additional information please contact me at 203-332-5664 or
autumn.hurst@bridgeportct.gov.

Thank you,

Autumn Hurst
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2016 OCT 28 P 12:58
ATTEST
CITY CLERK

Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Department of Transportation (DOT)

Master Municipal Agreement for Rights of Way Activities

WHEREAS, the City of Bridgeport undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the State of Connecticut Department of Transportation, the federal government, or both; and

WHEREAS, the **State of Connecticut Department of Transportation (DOT)** is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the City of Bridgeport or the DOT takes on responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for a Master Agreement to address the rights of way phase of the Municipality or State's administered projects; and

WHEREAS, the DOT and the City of Bridgeport wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken in a Master Municipal Agreement for Rights of Way Projects.

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

1. That it is cognizant of the City's intention to enter into the Master Municipal Agreement for Rights of Way Projects with **the State of Connecticut Department of Transportation (DOT)** and to continue to engage in transportation projects which may be DOT and/or federally funded; and
2. That it hereby authorizes, directs and empowers the Joseph P. Ganim, Mayor, or his designee to execute and file the Agreement entitled "Master Municipal Agreement for Rights of Way Projects" with the **State of Connecticut Department of Transportation (DOT)** to serve as the master backbone agreement for future transportation projects which may be DOT and/or federally funded.

**MASTER MUNICIPAL AGREEMENT
FOR RIGHTS OF WAY PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES ("Master Agreement" or "Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the "DOT"), and the City of Bridgeport, 999 Broad Street, Bridgeport, CT 06604 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State's administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 "Administer," "Administering" or "Administration" of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative-duties related to and required for the completion of the Rights of Way Project.

1.2 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project under the PAL.

Master Municipal Agreement for Rights of Way Projects

1.3 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

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

1.5 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.6 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 "DOT-provided Services" means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.9 "Funding" means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.10 "Municipality Parties" means a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 "Municipal Project" means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 "Official Notice" means notice given from one Party to the other in accordance with Article 11.

1.13 "Perform" means for purposes of this Master Agreement, the verb "to perform" and the performance of the work set forth in this Master Agreement which are referred to as "Perform," "Performance" and other capitalized variations of the term.

Master Municipal Agreement for Rights of Way Projects

1.14 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 "Project Amount" means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT's issuance of the PAL.

1.16 "Project Authorization Letter ("PAL")" means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 "Records" means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 "Rights of Way Project" means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 "State" means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 "Term" means the duration of the Master Agreement.

1.21 "Termination" means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.

2.1 Issuance of PAL.

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 Written Acknowledgement of the PAL.

In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL." The signature of the

Master Municipal Agreement for Rights of Way Projects

Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

2.3 Designated Official.

The Municipality herein represents that the Mayor of the City of Bridgeport is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set

Master Municipal Agreement for Rights of Way Projects

forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

Article 3. Municipality-Administered Rights of Way Projects. When the Municipality is responsible for the Rights of Way Project;

3.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;
- (h) an estimated cost break-down for all work under the Rights of Way Project;
and
- (i) the Project Amount.

Master Municipal Agreement for Rights of Way Projects

3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Rights of Way Project.

(a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.

(b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.

(c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.

(d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.

(e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.

(f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

(g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended, the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related

Master Municipal Agreement for Rights of Way Projects

issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the "Regulations"), as may be revised.

(h) The Municipality shall comply with the DOT's policies and procedures with respect to Rights of Way Activities summarized in the "Information Guide for Rights of Way Acquisition Activities," Connecticut Department of Transportation (2013), as may be revised ("Information Guide"), and submit to the DOT an acquisition plan ("Plan") in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.

(i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.

(j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.

(k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.

(l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.

(m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the

Master Municipal Agreement for Rights of Way Projects

PAL the completion of the Rights of Way Project and the completion of any related construction project.

3.4 DOT-provided Services.

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

3.5 Costs and Reimbursement.

- (a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.
- (b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:
 - (1) The Municipality shall submit its request for reimbursement to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
 - (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
 - (3) Cost of Condemnation.

In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set

Master Municipal Agreement for Rights of Way Projects

forth in the PAL.

(4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.

(c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.

(d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.

(e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

(a) Suspension, Postponement, or Termination by the DOT.

(1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

(2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with

Master Municipal Agreement for Rights of Way Projects

the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

(1) The Municipality may request termination of the Rights of Way Project, and if determined by the DOT, in its sole discretion, to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

(c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Master Municipal Agreement for Rights of Way Projects

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Rights of Way Projects. When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 **DOT to Perform and Complete the Rights of Way Project.**

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights of Way Project, including, but not limited to, rights of access.
- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

Master Municipal Agreement for Rights of Way Projects

4.3 Demand Deposit Requirement.

- (a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.
- (b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.
- (c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

4.5 Cost of Condemnation.

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.

- (a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.
- (b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

Master Municipal Agreement for Rights of Way Projects

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Article 5. Disbursement of Grant Funds; Conditions of Payment.

5.1 Method of Disbursement.

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

5.2 Final Payment.

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

5.3 Federal Approvals Required.

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

(a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;

Master Municipal Agreement for Rights of Way Projects

(b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and

(c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

6.1 Audit and Inspection of Plants, Places of Business and Records.

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.

(b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

(e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.

(g) The Municipality shall incorporate this entire Section verbatim into any contract or

Master Municipal Agreement for Rights of Way Projects

other agreement that it enters into with any Municipality Party.

6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

Article 8. Conflict.

8.1 Conflict.

Master Municipal Agreement for Rights of Way Projects

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

8.2 Revisions to Manuals.

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

Article 9. Review of Municipality's Activities.

The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the DOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 10. Term and Termination of the Master Agreement.

10.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the

Master Municipal Agreement for Rights of Way Projects

Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 11. Official Notice.

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

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Mayor
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604;

Master Municipal Agreement for Rights of Way Projects

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the

Master Municipal Agreement for Rights of Way Projects

policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

Article 13 Sovereign Immunity.

13.1 No Waiver of the State's Immunities.

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.2 Defense of Suits by the Municipality.

Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 14 Governing Law.

The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 15 Amendment.

Master Municipal Agreement for Rights of Way Projects

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 16 Severability.

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 17 Waiver.

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 18 Remedies are nonexclusive.

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 19. Municipally-owned Property.

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

Article 20 Entire Agreement.

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

Master Municipal Agreement for Rights of Way Projects

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____

Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

CITY OF BRIDGEPORT

By _____

Joseph P. Ganim
Mayor

Date: _____

Schedule A
PAL Template

Dear [Addressee - Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Rights of Way Project)

State Project No.
Federal Project No.
Master Agreement No.

On [Date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after _____ and be completed by _____, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [Identify the Federal and/or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Rights of Way Project. The Municipality may advance or begin work on the Rights of Way Project only after it has received from the DOT an Authorization to Award Notice.

Master Municipal Agreement for Rights of Way Projects

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [Mr./Ms.], the Project Manager at (860) 594-.

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____
Print Name:
Designated Municipal Official

Master Municipal Agreement for Rights of Way Projects

PAL ATTACHMENT
STATE PROJECT NO. XXX
FEDERAL PROJECT NO. XXXX
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.
2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.
3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.
4. **Certification .**
 - A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

Master Municipal Agreement for Rights of Way Projects

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

Master Municipal Agreement for Rights of Way Projects

LLL) available at the Office of Budget and Management's website at http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

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

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans with Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

Master Municipal Agreement for Rights of Way Projects

Reports”) must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION
POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
 - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - **Prohibited Representation:** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders; solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

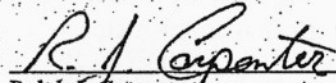
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule D

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule E

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Subcontracting:**

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.



CITY OF BRIDGEPORT
CHIEF ADMINISTRATIVE OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-3964 Fax (203) 332-5652

JOSEPH P. GANIM
Mayor

JOHN M. GOMES
A. Chief Administrative
Officer

***Comm. #215-15 Referred to:
Contracts Committee on 11/07/2016.***

October 18, 2016

Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

Re: Resolution – **State of Connecticut Department of Transportation (DOT) Master Municipal Agreement for Construction Projects**

Attached, please find a resolution and copy of the agreement for the **State of Connecticut Department of Transportation (DOT) Master Municipal Agreement for Construction Projects** to be referred to the **Committee on Contracts** of the City Council.

If you have any questions or require any additional information please contact me at 203-332-5664 or autumn.hurst@bridgeportct.gov.

Thank you,

Autumn Hurst
Central Grants Office

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2016 OCT 28 P 12:58

Resolution by the Bridgeport City Council

Regarding the

State of Connecticut Department of Transportation (DOT)

Master Municipal Agreement for Construction Projects

WHEREAS, the City of Bridgeport undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the State of Connecticut Department of Transportation, the federal government, or both; and

WHEREAS, the **State of Connecticut Department of Transportation (DOT)** is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the City of Bridgeport or the DOT takes on responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for a Master Agreement to address the rights of way phase of the Municipality or State's administered projects; and

WHEREAS, the DOT and the City of Bridgeport wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken in a Master Municipal Agreement for Construction Projects.

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

1. That it is cognizant of the City's intention to enter into the Master Municipal Agreement for Construction Projects with **the State of Connecticut Department of Transportation (DOT)** and to continue to engage in transportation projects which may be DOT and/or federally funded; and
2. That it hereby authorizes, directs and empowers the Joseph P. Ganim, Mayor, or his designee to execute and file the Agreement entitled "Master Municipal Agreement for Construction Projects" with the **State of Connecticut Department of Transportation (DOT)** to serve as the master backbone agreement for future transportation projects which may be DOT and/or federally funded.

**MASTER MUNICIPAL AGREEMENT
FOR CONSTRUCTION PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the CITY OF BRIDGEPORT, 999 Broad Street, Bridgeport Connecticut 06604 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 "Administer," "Administering" or "Administration" of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

Master Municipal Agreement for Construction Projects

1.3 "Authorization to Award Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.

1.4 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its obligations for the Construction Project under the PAL.

1.5 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.6 "Consulting Engineer" means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).

1.7 "Contingencies" means a percentage of funding set aside in the PAL for work that cannot specifically be described, or the extent of which cannot be detailed, in the original scope at bid time, but may later be required, at the DOT's determination, for the Construction Project. Among other purposes, this percentage of the Funding is used to account for the costs that may result from the difference in the estimated quantities provided at bid time versus the actual quantities used during the performance of the Construction Project.

1.8 "Construction Project" means the construction phase activities undertaken by the Municipality, and either Administered by the Municipality or by the DOT on the Municipality's behalf, to construct improvements on a locally-maintained roadway or structure, to perform transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, based upon a design completed during a design phase of a Municipal Project (defined in section 1.22), and in accordance with the PAL and this Master Agreement.

1.9 "Contract Items" means the products, services, or both set forth in the bid and necessary for the completion of the Construction Project. Contract Items may include, but are not limited to, earth excavation, rock excavation, hot mix asphalt, structural steel, trench excavation, turf establishment, Class A concrete, traffic person services, mobilization, and clearing and grubbing within the Construction Project limits.

1.10 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.11 "Depreciation Reserve Credit" means the credit for the used life of the replaced utility facility when a new facility is installed.

1.12 "Design Services During Construction" means design services required during the construction phase, with the DOT's prior approval, which may include, but are not limited to,

Master Municipal Agreement for Construction Projects

construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT's prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).

1.13 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.14 "Disadvantage Business Enterprise (DBE)" has the meaning defined in Schedule E.

1.15 "DOT-provided Services" means the work that the DOT is responsible to perform for the Construction Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.16 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.17 "Extra Work" means potential additional work that is beyond the original scope or limits of work of the Construction Project specifically for which funds are set-aside as a line item category in the PAL.

1.18 "Funding" means funds from the state government, the federal government, the Municipality, or a combination of any of the foregoing, designated for a particular Construction Project, which the DOT provides to the Municipality on a reimbursement basis.

1.19 "Incidentals to Construction" means items that were not included in the listing of Contract Items but that are necessary for the completion of the Construction Project, as determined by the DOT in its sole discretion. Advertising of a request for bids, inspection, construction and engineering services, field quality assurance testing, and material testing are examples of, but are not limited to, items that may be determined to be Incidentals to Construction for a particular Construction Project.

1.20 "Inspection Activities" means continuous inspection of the work on the Construction Project and associated administrative duties, including, but not limited to, inspection of grading, drainage, structure, pavement, facilities construction, and rail work; the required administrative functions associated with the Construction Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other Construction Project-related functions deemed

Master Municipal Agreement for Construction Projects

necessary by the DOT.

1.21 "Inspection Consultant" means the person or entity engaged by the DOT or the Municipality, as applicable to the particular Construction Project, to perform the Inspection Activities.

1.22 "Municipal Project" means a project undertaken by the Municipality for improvements on locally-maintained roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.23 "Nonparticipating Items" means those items or portions of the Construction Project work determined upfront during the Municipal Project design phase by the Federal Highway Administration ("FHWA"), the DOT, or both to not be eligible for reimbursement with the Funding.

1.24 "Official Notice" means notice given from one Party to the other in accordance with Article 14.

1.25 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.26 "Prime Contractor" means the person or entity engaged by the Municipality or the DOT, as applicable to the particular Construction Project, to perform construction work on the Construction Project.

1.27 "Project Amount" means the total estimated cost for all work for the Construction Project, as estimated at the time of the DOT's issuance of the PAL.

1.28 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the specific Construction Project during a specified period of time.

1.29 "Small Business Enterprise (SBE)" has the meaning defined in Schedule F.

1.30 "Small Business Participation Pilot Program (SBPPP)" has the meaning defined in Schedule G.

1.31 "Special Provisions" means specifications applicable to the particular Construction Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.32 "Standard Specifications" means, collectively, the publications entitled "Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)" Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the "Supplemental Specifications to the Standard Specification for Roads, Bridges, and

Master Municipal Agreement for Construction Projects

Incidental Construction (Form 816),” Connecticut Department of Transportation (July 2010), as may be revised.

1.33 “Term” means the duration of the Master Agreement.

1.34 “Transportation Enhancement Facilities” means the facilities provided as a result of transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised).

1.35 “Transportation Facilities” means any roadway, structure, building or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Enhancement Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

Article 2. Issuance and Acknowledgment of PALs for Construction Projects.

2.1 **Issuance of PAL.** The DOT shall issue to the Municipality a PAL for the applicable Construction Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Agreement will address Construction Projects and will not address design phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin performing work or awarding a contract with respect to the Construction Project. Additional required steps and approvals are set forth in this Agreement.

2.2 **Written Acknowledgement of the PAL.** In order for the PAL to become effective and binding on both parties, the Municipality must return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the “Written Acknowledgement of the PAL,” which serves to acknowledge the Municipality’s receipt of the PAL and confirm that the Municipality will undertake the particular Construction Project in accordance with the PAL and this Master Agreement). The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT.

2.3 **Designated Official.** The Municipality herein represents that the Mayor of the City of Bridgeport is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit on its behalf the Written Acknowledgement of the PAL(s) to the DOT. The Municipality agrees that the signature of the Designated Official shall bind the Municipality with respect to the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the parties must amend this section by

Master Municipal Agreement for Construction Projects

mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each party.

2.4 Obligations of Municipality. Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Construction Project. Further, the Municipality agrees to proceed with diligence to perform its obligations to accomplish the Construction Project and agrees to use the Funding to complete the same.

2.5 Revisions to the PAL. Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Construction Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Supplemental PAL." The Supplemental PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Supplemental PAL will supersede the previously-issued PAL for the Construction Project and will control.

Article 3. Municipality-Administered Construction Projects. When the Municipality is responsible for Administering the Construction Project, the sections of this Article 3 apply.

3.1 Content of the PAL. The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;
- (b) the maximum reimbursement to the Municipality under the PAL;
- (c) an estimated cost break-down for all work under the Construction Project;
- (d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project, as determined by the Funding ratio;
- (e) the Project Amount; and
- (f) any applicable affirmative action goal(s) assigned with respect to work on the Construction Project, as follows:

- (1) if the Construction Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant to perform the Inspection Activities,

Master Municipal Agreement for Construction Projects

the DBE goal assigned by the DOT to the Inspection Consultant. If federal funds are not used to fund the Inspection Activities on the Construction Project, then no DBE goal will be assigned for the Inspection Activities;

- (2) if the Construction Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBE goal assigned to the Inspection Consultant; or
- (3) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBPPP goal assigned to the Inspection Consultant.

3.2 Authorization to Award and Authorization to Proceed.

(a) The Municipality shall not commence to Administer the Construction Project until it has received from the DOT an Authorization to Award Notice or an Authorization to Proceed Notice when the Municipality is, respectively, hiring a Prime Contractor or electing to perform work with its own staff. The DOT will issue an Authorization to Award Notice or Authorization to Proceed Notice, as applicable, directly to the Municipality, addressed to the Designated Official.

(b) The Municipality shall not have the Prime Contractor or the Municipality's staff commence construction work on the Construction Project until the Municipality has received from the DOT an Authorization to Award Notice or Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Construction Project or for any construction work performed by the Prime Contractor or the Municipality's staff on the Construction Project prior to the DOT's issuance of the Authorization to Award Notice or Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Construction Project.

(a) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Award or Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer all activities associated with the Construction Project in accordance with the PAL and this Master Agreement.

(b) The Municipality, with prior written approval of the DOT, may elect to perform all or any part of the Construction Project work with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that there is sufficient manpower, equipment, and resources available to the Municipality and that it will be cost effective for the Municipality's staff to perform the work in accordance with the plans and specifications.

(c) For work that the Municipality does not elect to perform with its own staff, the Municipality shall retain, using a competitive bidding process, a Prime Contractor to undertake the work under the Construction Project.

Master Municipal Agreement for Construction Projects

(d) With respect to any Construction Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Construction Project are entirely ineligible for reimbursement with federal funds.

(e) The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Construction Project as specified in the PAL and this Master Agreement and for no other purpose.

3.4 Engaging a Prime Contractor.

(a) Where the Municipality retains a Prime Contractor to perform the work on the Construction Project, the Municipality shall advertise the Construction Project to engage the Prime Contractor utilizing an advertising and bidding procedure acceptable to the DOT and, if applicable, the federal government. The Municipality shall analyze all bids, submit a bid summary to the DOT, and request the DOT's approval to award a contract for the Construction Project. The Municipality shall perform all of the foregoing in accordance with the following publications:

- (1) Advertising Procedures for Construction Contracts Administered by Municipalities, Connecticut Department of Transportation (January 2010), as may be revised ("Advertising Procedures for Construction Contracts Administered by Municipalities");
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project; and
- (3) The Municipality Manual, Version 1, Connecticut Department of Transportation (2008), as may be revised ("Municipality Manual").

(b) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the DOT and, if applicable, FHWA (or other federal authority). If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Construction Project.

3.5 Pre-Award Requirements and Documentation. The Municipality shall require the low bidder to meet all applicable pre-award requirements and submit any required documentation to the Municipality, which the Municipality, in turn, shall submit to the DOT for review and approval, all in accordance with the Advertising Procedures for Construction Contracts Administered by Municipalities. The pre-award requirements include, but are not limited to:

Master Municipal Agreement for Construction Projects

(a) Required documentation applicable to any assigned affirmative action goal, e.g., DBE, SBE, or SBPPP goal, including, but not limited to, the Affirmative Action program certification;

(b) A schedule of progress or time chart for the Construction Project developed by the Prime Contractor;

(c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the Construction Project provided on the DOT form "Anticipated Source of Materials (CON-83)," as revised;

(d) A completed "State of Connecticut Certificate of Compliance with Connecticut General Statutes § 31-57b" form ("OSHA Compliance Form RFP-12 New 6/98"), as revised;

(e) A completed Certificate of Insurance on the form(s) acceptable to the DOT; and

(f) Any other documentation requested by the DOT or federal government as pre-award requirements.

3.6 Approval to Award Contract(s).

(a) The Municipality must receive the DOT's prior written approval in order to award its contracts, enter into modifications or supplements to the contracts, or issue any construction orders under its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review for compliance with applicable DOT and federal requirements the Municipality's proposed contracts prior to the DOT issuing any written approval.

(b) Upon receipt of the Authorization to Award Notice from the DOT, the Municipality shall comply with the Advertising Procedures for Construction Contracts Administered by Municipalities and in accordance therewith, award the contract to the bidder specified in the Authorization to Award Notice. The Municipality shall submit to the DOT copies of the award letter, the contract executed with the Prime Contractor, and all other documents required by the Advertising Procedures for Construction Contracts Administered by Municipalities and otherwise requested by the DOT.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant. Without limiting the foregoing, this Article 3 sets forth certain of these requirements. Additional requirements may be set forth in the PAL. The Municipality's failure to include the requirements in the contract with, and to ensure

Master Municipal Agreement for Construction Projects

compliance by, the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, may amount to a breach of this Master Agreement and the respective PAL, as determined by the DOT in its sole discretion, and may result in the Municipality's loss of Funding for the Construction Project.

3.7 Changes in Scope. Extensions of Time. The Municipality may not make changes to the Construction Project that will increase the cost or alter the termini, character or scope of the construction work without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not grant any contract time extensions to its contractor(s) or consultant(s) without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Supplemental PAL issued by the DOT with respect to the Construction Project. The Supplemental PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.2, will supersede the previously-issued PAL for the Construction Project and will control.

3.8 Design Services During Construction. The Municipality shall itself provide or retain a Consulting Engineer to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT. If, in order to complete the approved Design Services During Construction, the Municipality must replace the Consulting Engineer that it previously hired during the design phase of the Municipal Project and engage a new Consulting Engineer during the construction phase, then the Municipality agrees to comply with any selection and contracting requirements imposed by the DOT in its sole discretion during the construction phase of the Municipal Project.

3.9 Inspection Activities. The Municipality shall itself provide a qualified staff person, or retain a qualified person or entity, to serve as the Inspection Consultant to perform full-time Inspection Activities. The Municipality shall submit written documentation to the DOT indicating the criteria it used in assigning existing municipal staff, hiring new municipal staff, retaining an Inspection Consultant, or any combination of the foregoing to perform Inspection Activities for the Construction Project.

(a) If the Municipality elects to retain an Inspection Consultant, in order to be eligible for reimbursement for the associated costs, the Municipality must use a Qualifications Based Selection process as described in and in accordance with the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (2011), as may be revised.

- (1) When designating an Inspection Consultant, the Municipality shall submit to the DOT for review and approval, the name(s) and qualifications of the proposed Inspection Consultant prior to advertising the Construction Project. The Municipality shall comply with the "Construction Engineering and Inspection Information Pamphlet for Consulting Engineers," Connecticut Department of Transportation (2008) as may be revised, when determining the required qualifications of the Inspection Consultant.

Master Municipal Agreement for Construction Projects

- (2) If the Construction Project receives federal participation in Funding, when the Municipality retains an Inspection Consultant, it must designate a full time employee of the Municipality to be in responsible charge of the Construction Project in accordance with 23 CFR § 635.105(c)(4), as may be revised.

(b) If the Municipality elects to provide full-time Inspection Activities for the Construction Project with its own staff, upon request, the Municipality shall provide to the DOT written documentation of the qualifications of the municipal staff performing the Inspection Activities, for review by the DOT. When municipal staff is performing the Inspection Activities for the Construction Project, any required field quality assurance testing may be provided by the DOT, upon written request, and the DOT expenses associated with the field quality assurance testing will be funded in accordance with the PAL.

3.10 Additional Administration Responsibilities. The Municipality shall perform all other work which becomes necessary to properly Administer the Construction Project and inspect the work of the Prime Contractor in order to ensure compliance with the Standard Specifications, the bid package documents, and the Municipality's contract with the Prime Contractor, including, but not limited to, the Special Provisions for the particular Construction Project. Any work performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Construction Project and any associated expenses will be funded in accordance with the PAL.

3.11 Inadequate Administration. If, at any time during the Construction Project, the DOT determines that the Administration by the Municipality is not adequate, it may be deemed a breach by the Municipality, as determined by the DOT in its sole discretion, and the DOT may assume responsibility for or supplement the Administration of the Construction Project, at its sole discretion. The additional costs associated with the DOT's Administration of the Construction Project will be considered part of the Construction Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Construction Project does not waive any of the DOT's remedies under this Agreement, nor relieve the Municipality from any liability related to its breach.

3.12 Federal and State Required Contract Provisions.

(a) The Municipality shall include in the contracts with the Prime Contractor and, where applicable, the Inspection Consultant, the following attachments, each as may be revised:

- (1) "State and Federal Workforce Utilization Goals," attached at Schedule B, including Appendix A which is applicable to Construction Projects that are funded by the state government (with no federal participation in Funding), and Appendix B which is applicable to Construction Projects that receive federal participation in Funding;
- (2) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule C; and

Master Municipal Agreement for Construction Projects

- (3) FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," (2012), attached at Schedule D, which is applicable to Construction Projects that receive federal participation in Funding.

(b) The Municipality's failure to comply with any requirement within this section 3.12 may be deemed by the DOT, in its sole discretion, a breach of this Master Agreement and the respective PAL and, as a result, the DOT may seek any of its remedies under this Master Agreement.

3.13 Affirmative Action (AA) Goals & On-the-Job Training Requirement.

(a) The Municipality agrees to include the assigned DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements, set forth in the PAL, as requirements within any contract the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant, and to require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with the current version of the "Special Provision, Disadvantaged Business Enterprises" (2012), as may be revised, the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprise (Set Aside)" (2012), as may be revised, or the "Special Provisions, Small Business Participation Pilot Program" (2012), as may be revised, which are attached at Schedules E, F & G, respectively (the "Affirmative Action (AA) Requirements"). The Municipality shall include a provision within such contract(s) requiring compliance with the AA Requirements and attach a copy of the applicable AA Requirements provided at Schedule E, F or G to such contract(s).

(b) The Municipality acknowledges that with respect to any Construction Project that receives federal participation in Funding, the Construction Project may be subject to an On the Job Training (OJT) requirement and the "On-the-Job Training Program Special Provision" (2012) as may be revised, attached at Schedule H. The Municipality agrees that upon receiving notice from the DOT of the OJT requirement, the Municipality will include the OJT requirement in its contract with the Prime Contractor and attach a copy of Schedule H to the contract.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required at the discretion of the DOT or other applicable state or federal authorized agencies, to impose additional AA requirements upon and obtain certain assurances from the Prime Contractor, and, where applicable, the Inspection Consultant. The Municipality agrees to include any other AA Requirements in its contracts with the Prime Contractor, and, where applicable, the Inspection Consultant, at the direction of the DOT.

(d) The DOT, in its sole discretion, may determine whether the Municipality failed to comply with any requirement within this section 3.13 and may deem such failure a breach of this Master Agreement and the respective PAL. As a result of any such breach, the DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Construction Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

3.14 Inspection Consultant Fees and Auditing Requirements.

Master Municipal Agreement for Construction Projects

(a) With respect to any contract with an Inspection Consultant, the Municipality shall comply with Policy No. F&A-30, dated April 12, 2006 ("Maximum Fees for Architects, Engineers and Consultants"), attached at Schedule I. The Municipality shall utilize the guidelines stipulated in Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, attached at Schedule J, when applicable, in accordance with Policy No. F&A-30.

(b) With respect to Construction Projects that receive federal Funding, the Municipality shall comply with, and require the Inspection Consultant and, if applicable, the Consulting Engineer, to comply with, the audit requirements set forth in 48 CFR Part 31 and 23 CFR Part 172, as may be revised.

3.15 Construction Project Standards and Manuals.

(a) The Municipality shall comply with, and require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with all applicable DOT and federal laws and regulations and the current version of the following publications (except as otherwise noted), each as may be revised:

- (1) Construction Manual, Department of Transportation Office of Construction, Version 2.2, Connecticut Department of Transportation (2011);
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project;
- (3) The Municipality Manual;
- (4) Pamphlet for Monitoring Performance and Payment Requests for Consultants, State of Connecticut Department of Transportation (1994);
- (5) QA Program for Materials Acceptance and Assurance Testing Policies and Procedures, at Chapter 8, entitled "Minimum Schedule for Acceptance Testing," Connecticut Department of Transportation (2009);
- (6) Public Service Facility Policy and Procedures for Highways in Connecticut, Connecticut Department of Transportation (2008); and
- (7) Utility Accommodation Manual, Connecticut Department of Transportation (2009).

(b) The above-referenced publications are incorporated and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct and describe the respective obligations of the DOT and the Municipality and any parties engaged by the Municipality to perform work on the Construction Project set forth in a PAL issued under this Master Agreement. The Municipality shall incorporate by reference these publications and all provisions contained

Master Municipal Agreement for Construction Projects

therein into its contract(s) with the Prime Contractor and, if applicable, the Inspection Consultant, for any Construction Project undertaken pursuant to a PAL issued under this Master Agreement.

3.16 Maintenance of Records On-Site. The Municipality shall maintain and secure at all times all construction records for the Construction Project at a single location for the DOT's review, use and approval.

3.17 DOT-provided Services. If the Construction Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Construction Project as set forth in the PAL. DOT-provided Services may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Construction Project, and such inspections shall be deemed DOT-provided Services.

3.18 Demand Deposit Requirement; Depreciation Reserve Credit.

(a) Where a PAL requires DOT-provided Services, the PAL will specify Municipality's proportionate share of the cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

(b) Where the Construction Project requires replacement of a Municipality-owned utility facility, the Municipality shall deposit with the DOT, upon demand, the sum set forth in the PAL for the Depreciation Reserve Credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility. The Depreciation Reserve Credit will be calculated in accordance with the Public Service Facility Policy and Procedures for Highways in Connecticut (2008), as may be revised.

3.19 Costs and Reimbursement.

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Construction Project and then shall seek from the DOT reimbursement for approved costs.

(b) The Municipality shall document all expenses it incurs and maintain all records related to the Construction Project costs, including, but not limited to its payments to the Prime Contractor and, if applicable, the Inspection Consultant and the Consulting Engineer, its payroll hours on time sheets for municipal staff working directly on the Construction Project, material purchases made by the Municipality, and reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the

Master Municipal Agreement for Construction Projects

DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Construction Project and fringe benefits associated with payroll.

(c) If the Municipality fails to adequately record expenses and maintain all related records for any Construction Project or promptly submit any records to the DOT, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Construction Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Construction Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Construction Project, nor relieve the Municipality from any liability related to its breach.

(d) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Construction Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

- (1) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher") as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

3.21 **As-built Plans.** Upon completion of the Construction Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the as-built plans for the Construction Project, in the format requested by the DOT.

3.22 **Extra Work.**

(a) The PAL will provide a line item category for Extra Work to set-aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Construction Project.

(b) If the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT of the type and scope of the Extra Work and the associated costs prior to the

Master Municipal Agreement for Construction Projects

Municipality authorizing performance of the Extra Work by the Prime Contractor, the Consulting Engineer, the Inspection Consultant, or municipal staff, as applicable.

- (c) Once approved in writing by the DOT, the Extra Work will be funded as follows:
- (1) If the Extra Work results in an Accumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.
 - (2) If the Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, the DOT determines that the appropriate federal or state government funding is available for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

3.23 Funding of Additional DOT-Approved Costs upon Final Audit.

(a) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

(b) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Supplemental PAL in order to fund these additional costs, provided that additional Funding is available.

(c) If, pursuant to subsection (a), the additional costs are not approved by the DOT or if, pursuant to subsection (b), a Supplemental PAL is not issued, then the Municipality will be responsible for 100% of the additional cost.

(d) If during the course of the final audit the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

3.24 Semi-Final and Final Inspections.

(a) Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the Construction Project. The Municipality shall notify the DOT in writing that the work is complete and ready for inspection by the DOT.

(b) Within one hundred twenty (120) calendar days of the final acceptance of the physical work by the Municipality and the DOT, the Municipality shall submit to the DOT the required documents as set forth in the Municipality Manual. The Municipality shall be available, and if

Master Municipal Agreement for Construction Projects

applicable shall require its Inspection Consultant to be available, to assist the DOT with the review and acceptance of the documents required by the Municipality Manual. Upon the DOT's approval of the submitted documents, the DOT will reimburse the Municipality for the approved expenses on any outstanding Vouchers submitted by the Municipality. If the Municipality fails to submit the documents required by the Municipality Manual for the DOT's review and approval, the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the Construction Project, as described in section 3.11.

3.25 Suspension, Postponement, or Termination of a Municipality-Administered Construction Project.

- (a) Suspension, Postponement, or Termination by the DOT.
 - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Construction Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.
 - (2) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Construction Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.
- (b) Termination by the Municipality, with prior DOT approval.
 - (1) The Municipality may request termination of the Construction Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Construction Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.
 - (2) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which performance of work under the PAL is terminated and the date upon which termination is effective.

Master Municipal Agreement for Construction Projects

(c) Funding of Acceptable Work. Upon suspension, postponement, or termination in accordance with subsection (a) or termination in accordance with subsection (b), the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

- (1) The DOT, may at its sole discretion, reimburse the Municipality at the contract unit prices (as specified in the bid documents) for the actual number or units of Contract Items completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed, provided the DOT finds the work to be acceptable. If the work is not acceptable, the DOT may withhold reimbursement to the Municipality at its sole discretion. No claim for loss of overhead or anticipated profits that may be asserted by the Municipality's Prime Contractor, Inspection Consultant, or Consulting Engineer shall be allowed or funded as a reimbursable Construction Project cost.
- (2) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices (as specified in the bid documents) for its related expenses, the DOT, at its sole discretion, may reimburse the Municipality for such expenses entirely or in accordance with the proportionate cost sharing specified in the PAL, depending on the availability of additional funding.
- (3) Materials obtained by the Municipality or its Prime Contractor for the Project that have been inspected, tested as required, and accepted by the DOT, and that have not been incorporated into the physical Construction Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the DOT, as shown by actual cost records. The Municipality will be reimbursed by the DOT for such costs of the material, and the DOT at its sole discretion, will determine which material will become the property of the DOT.
- (4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself performed, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the case of Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

(e) If the Municipality terminates the Construction Project without the DOT's prior approval, the Municipality shall incur all costs related to the Construction Project without

Master Municipal Agreement for Construction Projects

reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(f) Termination of a specific Construction Project shall not relieve the Municipality or its Prime Contractor, Inspection Consultant, or Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety or of its obligations concerning any claims arising out of the work performed on the Construction Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Construction Projects. When the DOT is responsible for Administering the Construction Project, the sections of this Article 4 apply.

4.1 Content of the PAL. The DOT shall issue a PAL to the Municipality which will set forth, at least:

(a) the funding source, the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;

(b) the estimated cost for all work under the Construction Project;

(c) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project; and

(d) the Project Amount.

4.2 Engaging a Prime Contractor. The DOT shall advertise the Construction Project, obtain bids for all Construction Project work and items to be supplied or constructed by the Prime Contractor, analyze all bids, and award a contract for the Construction Project, all of the foregoing in accordance with the Standard Specifications, DOT procedures, and if applicable, procedures that are acceptable to the federal government. Unless otherwise specified in the PAL, the DOT shall be responsible for providing, or engaging persons or entities to provide, any services required for the Construction Project, including but not limited to, Design Services During Construction and Inspection Activities, and for the procurement and oversight of those individuals or entities.

4.3 DOT to Perform and Complete the Construction Project. The DOT shall use the applicable Funding apportionments to complete the Construction Project and all related activities that the DOT agrees to perform under the PAL and pursuant to this Master Agreement.

4.4 Copies of Plans and Specifications. Upon the completion of the design phase, prior to

Master Municipal Agreement for Construction Projects

commencement of construction activities, the DOT shall provide the Municipality with copies of the plans and specifications regarding the Construction Project.

4.5 Design Services During Construction - Municipality-provided. When pursuant to the PAL, the Municipality is required to provide Design Services During Construction:

(a) If the Municipality was the party responsible for undertaking the design phase of the Construction Project, with that design phase funded one hundred percent (100%) by the Municipality, there will be no federal or state government participation in funding the required Design Services During Construction, and the Municipality shall provide Design Services During Construction at its sole expense.

(b) If the design phase of the Construction Project was funded with federal or state government participation, the Municipality shall seek from DOT reimbursement for the Municipality's expenses incurred in providing the Design Services During Construction, and DOT shall reimburse the Municipality for DOT-approved expenditures, all in the following manner:

(1) The Municipality shall submit to the DOT the Voucher with supporting data, the cost of services rendered and expenses incurred for the billing period. Specifically, with respect to Design Services During Construction that are performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.

(2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportionate cost sharing set forth in the PAL.

(c) The Municipality agrees to comply with the requirements imposed by the DOT with respect to selection of, and imposition of contractual requirements upon, any Consulting Engineer retained during the construction phase to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT.

4.6 Municipal Contact Person. The Municipality shall designate a contact person to serve as the Municipality's liaison to provide information to the DOT during the Construction Project and all activities related thereto.

4.7 Reimbursement for Value of Municipality-Owned Utility Facility. Where the Construction Project requires replacement of a Municipality-owned utility facility, the DOT shall reimburse the Municipality for the value of the utility facility being replaced minus the Depreciation Reserve Credit and the value of any materials salvaged from it.

4.8 Semi-Final and Final Inspections. The DOT shall notify the Municipality in writing that the work is ready for inspection by the Municipality. Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the

Master Municipal Agreement for Construction Projects

Construction Project.

4.9 Suspension, Postponement, or Termination of a DOT-Administered Construction Project.

(a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Construction Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Construction Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Construction Project.

(c) In the case of a Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination of the Construction Project, including but not limited to, DOT oversight services for the Construction Project.

4.10 Responsibility for Design Phase Errors or Omissions. With respect to a Municipal Project for which the Municipality was responsible for undertaking the design phase at its sole expense (without DOT or federal funding), the Municipality assumes all responsibility for any damages, including but not limited to delay damages, during the construction phase that are a result of the errors or omissions or negligence of the Municipality or its consultant(s) in the design of the Municipal Project. The DOT, even while Administrating the Construction Project, shall have no responsibility with respect to such damages, and the Municipality agrees to indemnify, hold harmless and defend the DOT as more particularly described in Article 16.

Article 5. Utilities and Highway Right-of-Way.

5.1 Relocation. Where the Construction Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of way, the parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

(b) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of way, the Municipality shall promptly readjust

Master Municipal Agreement for Construction Projects

or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Construction Project.

5.2 **Delays.** Regardless of which Party is responsible for Administering the Construction Project, the Municipality shall be responsible, and will not be reimbursed with Funding, for any charges, claims and related damages or costs incurred, including those by the Prime Contractor, for any delays to the Construction Project resulting from:

(a) the failure of the Municipality to issue or enforce compliance with an order to a utility where the Municipality is responsible for such (Municipality-owned highway right-of-way) order; or

(b) in the case of a Municipality-owned utility, failure by the Municipality to promptly readjust, relocate, or remove its utility facilities impacted by the Construction Project.

5.3 **Access to Right-of-Way.** With respect to any work on the Construction Project that requires access to the state highway right-of-way or Municipality-owned highway right-of-way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the Prime Contractor, the Inspection Consultant, or any subcontractor or subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 5.3 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of-way, including but not limited to, applying for and obtaining an encroachment permit.

Article 6. Responsibilities of the Parties for Transportation Facilities.

6.1 **During Construction Project.** During the Construction Project, the Municipality shall enforce all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to any existing Transportation Facilities being directly or indirectly affected by the work undertaken during the Construction Project.

6.2 **Upon Completion of Construction Project.** Upon completion of the Construction Project to the satisfaction of the DOT and, if applicable, FHWA (or other federal authority):

(a) The Municipality assumes all responsibility for:

(1) the proper maintenance and operation of all Municipality-owned Transportation Facilities constructed as part of the Construction Project;

(2) the proper maintenance and operation of all traffic control signals installed on Municipality-maintained roadways as part of the Construction Project, provided that a thirty (30) day operational test period, which commences upon the Prime Contractor's installation of the respective traffic control signal, has been completed to the satisfaction of the Party Administering the Construction Project. (The Party Administering the Construction Project shall require its Prime Contractor to assume

Master Municipal Agreement for Construction Projects

responsibility for any operational issues during the thirty (30) day test period.) In the event that the completion of the Construction Project occurs prior to the satisfactory completion of the thirty (30) day test period, then the Municipality's assumption of responsibility with respect to the traffic control signal commences upon satisfactory completion of the thirty (30) day test period.

- (3) the payment of energy costs for operation of all traffic control signals and illumination installed as part of the Construction Project when these traffic control signals and illumination are (1) entirely on Municipality-maintained roadways, or (2) at locations (such as an intersection) including at least one roadway for which the Municipality is responsible for maintaining; and
- (4) enforcement of all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to the Transportation Facilities, roadways, or improvements thereto, constructed as part of the Construction Project.

(b) The DOT shall assume responsibility for maintenance of DOT-owned Transportation Facilities, or improvements thereto, constructed as part of the Construction Project, unless otherwise agreed to in writing by the authorized representatives of the Parties.

6.3 Failure to Fulfill Maintenance Responsibilities. If the Municipality fails to fulfill the maintenance responsibilities set forth in subsections (a)(1) or (a)(2) of section 6.2, it may be disqualified, at the DOT's sole discretion, from participating in any future federal or state government funded Municipal Projects that impart maintenance responsibilities on the Municipality. Nothing in this section shall limit any other remedies that DOT may have under this Master Agreement or under the law.

Article 7. Responsibility for Costs.

7.1 Non-participating Items. With respect to Construction Projects that receive federal Funding, the Municipality is responsible for one hundred percent (100%) of the total cost of all Nonparticipating Item(s) and the cost of any Incidentals to Construction that are related to or associated with the Nonparticipating Item(s). The cost of such associated Incidentals to Construction will be determined as follows: A percentage will be derived from the ratio of the total Incidentals to Construction cost to the total contract items cost, as determined by a post-construction final audit, and this percentage will be multiplied by the total cost for the Non-participating Items. The final audit governs the determination of all contract item costs and the final billing to the Municipality for Non-participating Items. However, if the cost of the total Nonparticipating Items is less than ten percent (10%) of the cost of the total contract items, the DOT, at its sole discretion, may deem the cost of such associated Incidentals to Construction to be participating and eligible for Funding.

7.2 Final Payment. Final payment by the Municipality to the DOT, or by the DOT to the Municipality, shall be based upon the actual participating construction costs as determined by a post-construction final audit by the DOT, using cost sharing percentages and funding procedures set forth in the PAL.

Master Municipal Agreement for Construction Projects

7.3 Costs Resulting from Errors or Omissions. The Municipality shall reimburse the DOT for one hundred percent (100%) of all construction costs and costs of DOT-provided Services, which costs are the result of errors or omissions of the Municipality or its consultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Inspection Activities or Design Services During Construction by the Municipality or any of its consultants, or inadequate Administration by the Municipality, as applicable. In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality (as such are not itemized during the Construction Project), a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual construction cost, as determined by a post-construction audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT. This provision will survive the expiration of the PAL, the final acceptance of the Construction Project, and the termination of the Master Agreement, or the expiration of the Term.

7.4 Sidewalk Construction. The Municipality shall participate in the cost of sidewalks constructed as part of the Construction Project, other than existing sidewalks disturbed by the Construction Project, as set forth in Connecticut Department of Transportation Policy Statement, Policy No. E&C.-19, as may be revised, incorporated by reference into this Master Agreement.

Article 8. Disbursement of Grant Funds; Conditions of Payment.

8.1 Method of Disbursement. With respect to each Construction Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

8.2 Funding on Reimbursement Basis. The DOT, by entering into this Master Agreement, does not pledge or promise to pledge the assets of the DOT or the State of Connecticut, nor does it promise to pay any compensation to the Municipality from any monies of the treasury of the State of Connecticut. The Funding in the PAL will be provided to the Municipality by the DOT on a reimbursement basis, provided the Municipality is in compliance with the PAL and this Master Agreement.

8.3 Federal Approvals Required. The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Construction Project.

8.4 Lack of Timeliness in Municipality Performance. If the Municipality fails to timely commence and complete the Construction Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

Master Municipal Agreement for Construction Projects

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services performed on the Construction Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

Article 9. Records and Audit.

9.1 **Examination.** The Municipality shall make available for examination by the DOT and the State of Connecticut and its agents, including but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents all of its records, documents, and accounting procedures and practices relevant to any Funding received under this Master Agreement, and for a period of time in accordance with all applicable state or federal audit requirements.

9.2 **Retention.** With respect to each Construction Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the Construction Project's Certification of Acceptance, or three (3) years after the final payment has been made to the Prime Contractor or the termination of any litigation related to the Construction Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 10. Additional Mandatory Requirements.

10.1 **Mandatory State and Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule K, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Construction Project, the Municipality agrees to pass down to its contractor(s) and in lower tier subcontractor(s) the applicable requirements set forth in the Mandatory State and Federal Requirements.

10.2 **Additional Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

10.3 **Revisions.** While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with

Master Municipal Agreement for Construction Projects

and must require its Prime Contractor, Inspection Consultant, and Consulting Engineer, as applicable, to comply with), the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Construction Project, throughout the Term of this Master Agreement.

Article 11. Conflict.

11.1. **Conflict.** In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

11.2 **Revisions to Manuals.** With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Agreement by way of the phrase "as may be revised," for the particular Construction Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Construction Project. This section does not apply to the Standard Specifications.

Article 12. Review of Municipality's Activities. The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Construction Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Construction Project so that the DOT may evaluate the Municipality's activities with respect to the Construction Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 13. Term and Termination of the Master Agreement.

13.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

13.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

Master Municipal Agreement for Construction Projects

13.3 Termination for Cause. As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

13.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Construction Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Construction Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.25 (for Municipality-Administered projects) or section 4.9 (for DOT-Administered Projects).

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Construction Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 14. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

14.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Master Municipal Agreement for Construction Projects

Mayor
City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604;

14.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

14.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 15. Insurance.

15.1 Minimum Limits of Coverage.

(a) With respect to the work on the particular Construction Project that the Municipality performs or that the Municipality engages a Prime Contractor to perform, respectively, the Municipality when performing the work shall carry, or when the Prime Contractor is performing the work, the Municipality shall require the Prime Contractor to carry and to impose on its subcontractors the requirement to carry, for the duration of the Construction Project the insurance requirements set forth in the Standard Specifications, including "Section 1.03.07 Insurance" and specifically with respect to any working drawings prepared by a designer "Section 1.05.02(2)(a) Plans, Working Drawings and Shop Drawings," and any additional insurance coverage or increased limits required in the Special Provisions for the particular Construction Project.

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consultant Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance:

(1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

Master Municipal Agreement for Construction Projects

(2) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Construction Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

(3) Railroad Protective Liability Insurance (when the Construction Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the DOT and (v) any other party with an insurable interest. If such insurance is required, the Municipality, Inspection Consultant, or subconsultant shall obtain and submit the minimum coverage indicated above to the DOT prior to the commencement of the work and shall maintain coverage until the work is accepted by the DOT;

(4) Valuable Papers Insurance Policy, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(5) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and

(6) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master Agreement as the same relates to negligent acts, errors or omissions in the work

Master Municipal Agreement for Construction Projects

performed by the Municipality, Inspection Consultant, or subconsultant, as applicable. The Municipality, Inspection Consultant, or subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Municipality, Inspection Consultant, or subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant under the PAL for the Construction Project

(c) In the event the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

15.2 Insurance Company Authorized Pursuant to State of Connecticut Law. For each Construction Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 15.6.

15.3 Certificate of Insurance. The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

15.4 Copies of Policies. The Municipality shall produce, and require its Prime Contractor, any subcontractor, Inspection Consultant, Consulting Engineer, or any subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

Master Municipal Agreement for Construction Projects

15.5 Update to Minimum Insurance Limit Requirements. The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality agrees to shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.

15.6 Self-insurance.

(a) With respect to activities performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Construction Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 15.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Municipality under the PAL issued for the Construction Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

Master Municipal Agreement for Construction Projects

Article 16. Indemnification.

16.1 For the purposes of this Article, the following definitions apply.

(a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

(b) **Municipality's Parties:** A Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Master Agreement or the PAL in any capacity.

(c) **Records:** All working papers and such other information and materials as may have been accumulated by the Municipality in performing the Master Agreement or the PAL, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

(d) **State:** The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

16.2 With respect to Municipality-Administered Construction Projects, the Municipality agrees that it shall indemnify, defend and hold harmless, and it shall require the Municipality's Parties to indemnify, defend and save harmless, the State, and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Municipality or the Municipality's Parties, or the Master Agreement and any PAL issued hereunder. The Municipality and the Municipality's Parties shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's and the Municipality's Parties' obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's or Municipality's Parties' bids, proposals or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Master Agreement or any PAL issued hereunder.

16.3 With respect to DOT-Administered Construction Projects, the Municipality agrees to indemnify and hold harmless the State, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of

Master Municipal Agreement for Construction Projects

commission or omission (collectively, the "Acts") of the Municipality or the Municipality's Parties; and (2) liabilities, damages, losses, costs, and expenses including but not limited to, attorneys' and other professionals' fees, arising directly or indirectly, in connection with Claims, Acts of the Municipality or the Municipalities Parties this Master Agreement, and any PAL issued hereunder, including but not limited to, design errors or omissions and failures to make necessary arrangements for utility work.

16.4 The Municipality and the Municipality's Parties shall not be responsible for indemnifying or holding the DOT harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

16.5 The Municipality and the Municipality's Parties shall reimburse the State for any and all damages to the real or personal property of the DOT caused by the Acts of the Municipality and the Municipality's Parties. The DOT shall give the Municipality and the Municipality's Parties reasonable notice of any such Claims.

16.6 The Municipality's and the Municipality's Parties' duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Master Agreement and any extension thereof, without being lessened or compromised in any way, even where the Municipality and the Municipality's Parties are alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

16.7 The Municipality and the Municipality's Parties shall carry and maintain at all times during the term of this Master Agreement, and during the time that any provisions survive the term of this Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality and the Municipality's Parties shall name the DOT as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is or was contributorily negligent.

16.8 This section shall survive the expiration or earlier termination of the Term or any PAL issued hereunder, shall apply to any extension of the Term of this Master Agreement, and shall not be limited by reason of any insurance coverage.

Article 17. Sovereign Immunity.

17.1 **No Waiver of the State's Immunities.** Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

17.2 **Defense of Suits by the Municipality.** Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims.

Master Municipal Agreement for Construction Projects

The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

Article 18. Governing Law. The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 19. Amendment. This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 20. Severability. If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 21. Waiver. The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 22. Remedies are nonexclusive. No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 23. Entire Agreement. This Master Agreement constitutes, when fully executed and approved as indicated, the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto

Master Municipal Agreement for Construction Projects

with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.

Master Municipal Agreement for Construction Projects

The parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

CITY OF BRIDGEPORT

By _____
Honorable
Mayor

Date: _____



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

JOSEPH P. GANIM
Mayor

COMM. #216-15 Referred to Ordinance Committee on 11/07/2016.

November 2, 2016

Lydia Martinez
Office of the City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

Dear City Clerk and Members of the City Council,

Attached is a draft of amendments to the Purchasing Ordinance, crafted in collaboration with the Purchasing Department and the City Attorney's Office. This draft is based on years of effort to clean up the language of the Ordinance, ensure protections and accountability for taxpayers, and make the purchasing process more efficient.

As we go through this process, we are seeking the Council's guidance on several substantive provisions of the Purchasing Ordinance, and we look forward to the opportunity to make improvements together.

We respectfully ask that this amendment be referred to the Ordinance Committee for its consideration.

Sincerely,

Thomas Gaudett
Mayor's Office

Edward Adams
Mayor's Office

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2016 NOV - 2 A 10: 34

RESOLUTION

WHEREAS, the City of Bridgeport's current purchasing ordinance (3.08.070) has been in effect and unamended since 2003; and

WHEREAS, State law has changed, affording the City the opportunity to make certain changes to the purchasing ordinance; and

WHEREAS, the City has decided to clarify and simplify the purchasing ordinance through a global amendment.

NOW, THEREFORE,

BE IT HEREBY ORDAINED: By the City Council of the City of Bridgeport that the current section 3.08.070 of the Bridgeport Municipal Code (Exhibit A) is repealed and the new Section 3.08.070 (Exhibit B) is added in its place.

CURRENT

Section 3.08.070 Purchasing procedure.

—Purpose. The city recognizes the importance of adopting a comprehensive purchasing ordinance that authorizes the use of modern procurement practices, provides for electronic processing and monitoring of purchasing activities, and establishes responsibility for oversight and reporting within city government.

—A.—Definitions. For the purpose of this section, the following definitions shall apply:

—"Approved communication methods" means any communication required or desired to be made in connection with a purchase provided, however, that such communication is by hand, by overnight or guaranteed delivery service, by deposit in a depository of the United States Postal Service properly addressed and postage prepaid, by facsimile transmission delivered to the intended addressee, or by electronic communication including but not limited to e-mail or other electronic means delivered to the intended addressee, or otherwise approved by official policy of the board of public purchases.

—"Audit rights" means the city's independent right to audit charges, costs, expenses, payments, setoffs, change orders and other expenditures under any purchase arrangement whether or not such right is specifically included in the bid package or other documents related to the purchase.

—"Authorized pricing methods" means one of several permitted methods for obtaining informal competitive price quotations in the purchase of goods, general services, special or professional services where permitted herein provided, however, that such quotation is obtained in hard copy by e-mail, facsimile, computer or other electronic communication to the contracting officer, by current catalog price or price sheet, internet quote, or other method approved by the board of public purchases.

—"Award" means the purchasing agent's announcement of the selection of the apparent: (a) responsible low bidder in a competitive bid process; (b) most qualified and responsible bidder in a QBS selection process; (c) responsible bidder(s) in a consolidated purchasing process; or (d) responsible bidder in any other selection process authorized herein; provided, however, that an award or notification of intent to make an award does not create a legal right in the bidder regarding the subject matter of the bid or entitlement to a contract, but is intended to inform the bidder that additional obligations of the bid must be met, such as the posting of surety and evidence of insurance, negotiation of a contract, and securing proper approval of the party authorized to enter into a contract or obligation binding upon the city.

—"Best value" means, during a competitive bidding process or request for proposal process, the purchasing agent, after considering the recommendations of the contracting officer, if any, may consider the following factors in determining to make an award to a bidder other than the apparent lowest responsible bidder: (a) the bidder's price; (b) the bidder's business reputation; (c) the quality of the bidder's goods or services; (d) the extent to which the goods or services meet the city's needs; (e) the bidder's current or past relationship with the city; (f) the impact on the city's ability to comply with laws

and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; (g) the total long-term cost to the city to acquire the bidder's goods or services; and (h) any relevant criteria specifically listed in the bid documents. The city reserves the right to make an award either to the lowest responsible bidder or to the bidder that provides goods or services having the best value to the city.

—"Bidder" means any person, sometimes referred to herein as a vendor or proposer, seeking to do business with the city pursuant to this section, including any individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, limited liability partnership, limited liability company, or any other private legal entity, each of which shall be required to disclose in its bid, whether or not the bid documents specifically make such request, the names and addresses of the bidder's officers, directors, members and owners holding five percent or more in ownership of the bidder or its parent at the time of the submission of its bid, which obligation to disclose shall continue for the duration of the bidder's relationship with the city.

—"Bidder list" means a mailing or notification list, maintained by the city, of all suppliers, vendors, contractors or service providers who have made a request by an approved communication method to receive notice of the city's intent to make particular purchases, which bidder list does not imply that such those parties on it have been pre-qualified or pre-approved to do business with the city. The city reserves the right to charge a nominal maintenance fee to those parties that desire to be included on the bidder list to cover the city's cost of making and keeping the same.

—"Board of public purchases" or "BPP" means the board created by charter responsible to discharge the duties described therein and herein with respect to the city's purchasing process, including, but not limited to, hearing and determining appeals taken from decisions made by the purchasing agent, preparing reports of its activities in overseeing the city's purchasing practices, establishing purchasing policies, rules and regulations in furtherance of this section, publishing annual purchasing statements, and the like. The official policies, working rules and regulations adopted shall, on their respective effective dates, be published, applicable to and used in the implementation and interpretation of this section, and shall not otherwise be contrary to or in derogation of the rights, duties and responsibilities of city officials, executives and administrators set forth in the charter and ordinances, as the same may be amended from time to time.

—"Brand name;" "brand name or equal specification" means a bid specification (a) limited to one or more items according to manufacturer name, product code or catalog number (brand name specification), or (b) providing the information stated in (a) above to describe the standard of quality, performance, and other salient characteristics needed to meet city requirements but allowing for the submission of equivalent products.

—"Consolidated purchasing" means a centralized purchasing method whereby the purchasing agent determines annually, based upon the anticipated purchases projected by contracting officers and his/her own experience, that the purchase of items or categories of items in bulk or pursuant to price agreements on a city-wide basis from one or more vendors will result in economies of scale and cost savings to the city.

—"Competitive bidding" or "competitive bid" means the city's procedure for obtaining goods or general services in which sealed bids are submitted in response to bid specifications. This process does not permit any negotiation with the apparent winning

bidder after the receipt and opening of bids. Competitive bidding may be accomplished as a result of public advertisement or other electronic public notice methods adopted as official policy by the BPP.

—"Competitive proposal" means a QBS process used for obtaining special or professional services in which the city solicits a request for proposals based upon qualifications, experience and other specific requirements, together with a request for a price.

—"Contract" means any type of written agreement or documented arrangement involving a purchase, regardless of what the evidence of such arrangement may be called or how it may be referred to, which is approved by the contracting officer, contain terms and conditions protecting the city's legal interests, is properly funded and, where required by charter or ordinance, has been approved by the city council or its designee; provided, however, that so-called letters of intent, letters of interest, memoranda of agreements, and other examples of latent, potential, unilateral or executory documents or arrangements that otherwise may not be binding upon the city, may become a binding legal obligation of the city only if and to the extent that any such document or arrangement has been approved by the city council or its designee.

—"Contracting officer" means any director or deputy of a city department, any president or chief executive of a city agency, board, or commission, including the board of education, the WPCA and any other similar duly constituted agency of city government as defined by Charter or ordinance, or contained in the city's table of organization, including his/her respective designee set forth in writing to the purchasing agent, having direct authority or due authorization to initiate purchases.

—"Critical emergency purchase" means a purchase of goods or services that, if not purchased or ordered immediately, can result in injury to human life or significant property damage, or result in consequences detrimental to the city's best interests. These types of purchases include all requirements needed on an emergency basis (a) to comply with federal, state or local laws or codes, or (b) to avoid complete loss of funds made available by non-city public and private funding sources, or (c) to make emergency repairs of city-owned property, buildings, infrastructure, equipment and vehicles, the need for which or the quantity thereof could not have been reasonably anticipated with proper advance planning. The purchasing agent should use the informal competitive quotation process for critical emergency purchases, if possible, but shall not be limited by the applicable threshold dollar amounts set forth herein due to the emergency nature of the purchase. Last-minute purchases not constituting true emergencies or other emergency purchases that do not comply with this definition may only be approved in accordance with the mayoral bid waiver process set forth herein.

—"Decentralized purchase order" means payment, other than through the purchase order process, for a department, agency or commission's purchases of items or services of any kind that conform to the official policy of the board of public purchases as to items that may be so purchased and paid for, expenditures that may be made in this manner due to the timing or requirements of a non-city funding or financing source, dollar thresholds, exceptions, prohibitions, and the like, provided, however, that a purchase may be paid by decentralized purchase order for a greater amount than any dollar threshold established for such item or expenditure if the purchase constitutes either a critical emergency purchase, involves a purchase that if not made and paid for in this manner would result in

the loss of funding, or constitutes a purchase or expenditure otherwise permitted by Charter or ordinance and is approved in writing by the comptroller.

—"General services" means all services that result in a measurable end product as defined by bid specifications, including but not limited to all services used in the process of building, altering, maintaining, improving or demolishing any city-owned property, structure, building or public infrastructure, but excluding architectural, engineering and other design services, and construction services. Examples of general services include, but are not limited to, electrical work, road resurfacing, sewer repair, building demolition, equipment maintenance and waste disposal services.

—"Goods" means supplies, material, equipment and articles, whether purchased or leased, including, but not limited to, fuels, furniture, computers, paper products, food products, sand, and high-tech hardware and software, telecommunications equipment and office equipment.

—"Informal competitive proposal" means the purchase of special or professional services that are in excess of seven thousand five hundred dollars (\$7,500.00) but do not exceed twenty five thousand dollars (\$25,000.00) based upon a reasonable and documented attempt to solicit proposals as set forth herein, which process shall not require public advertisement.

—"Informal competitive quote" or "informal competitive quotation" means the purchase of goods or general services or the purchase of special or professional services that are in excess of one thousand dollars (\$1,000.00) but do not exceed seven thousand four hundred ninety nine dollars (\$7,499.00), which processes shall not require public advertisement.

—"Lowest responsible bidder" means the bidder whose bid is (a) a complete response to the invitation to bid and (b) the lowest of those bidders possessing the skill, ability, financial capacity, business integrity and experience necessary for faithful performance of the described work based on objective criteria. Evaluation of lowest responsible bidder shall include best value considerations whether or not such considerations are set forth in the bid documents. Bidders may be excluded from consideration entirely if they are listed on the disqualified vendor list at the time the invitation to bid is the subject of public advertisement or at the time the city otherwise seeks to make a purchase as described herein. In a request for proposals process, a bidder may be chosen as lowest responsible bidder from among those bidders that are pre-qualified or based upon recognized industry standards that the contracting officer responsible for the purchase has certified in writing to the purchasing agent as commercially relevant. The city reserves the right to reject any and all bids and to waive informalities in a bid to the extent that such informalities are not material and do not give one bidder an unfair advantage over other responsive and responsible bidders.

—"Mayoral bid waiver" means the mayor's authority to grant a written waiver of the requirements for public advertisement, and the need for a competitive bidding or competitive proposal process in connection with critical emergency purchases, after receiving (a) the contracting officer's written statement of the need for such waiver with all appropriate backup information, and (b) the purchasing agent's written recommendation of the need for such waiver.

—"Public advertisement" or "publicly advertised" means the advertisement in one or more media of the city's desire to make a purchase expected to cost seven thousand five

hundred dollars (\$7,500.00) or more placed (a) in a newspaper of general circulation in the Bridgeport area, (b) in other print media designated to encourage a greater number of bids, (c) on the city's internet website, (d) on other electronic media available to the general public, or (e) in other media authorized by the BPP; it being understood that certain purchases, such as those made by the informal competitive quote and the informal competitive proposal processes, critical emergency purchases, qualified purchases, and purchases under one thousand dollars (\$1,000.00) shall not require public advertisement. The content and location of public advertisements shall be determined as set forth herein or as otherwise authorized by official policy of the BPP. Purchases shall not be deliberately split in amount, artificially staggered over time, or otherwise be the subject of any other artifice designed to avoid the requirement to utilize competitive bidding or other purchasing methods required herein.

—"Qualified purchase" means a purchase of goods or services where either there is only one source for such purchase a purchase from a special source will provide a lower cost than would result from competitive bidding, time is critical and the purchase could not have been planned, or the purchase involves items whose prices are controlled by federal or state regulation.

—"Quality based selection" or "QBS selection" means a method for purchasing special or professional services by either initially pre-qualifying bidders prior to obtaining a price proposal or making a final selection without a price proposal. Such process initially requires the submission of professional qualifications, demonstrated business experience, specific project experience, evidence of business integrity, and professional competence. Where qualifications alone are paramount in the selection process and price is not a factor, a final selection is made based on qualifications alone. In other QBS processes where price is not a factor initially in the selection process, or only one of a number of factors to be considered in making a final decision, a final selection is made based upon the submission of price proposals following pre-qualification.

—"QBS selection panel" means a group of individuals qualified by knowledge, training and experience in purchases of the type contemplated and having no real or apparent conflict of interest in the outcome of the QBS selection, consisting of at least three city employees selected by the contracting and supplemented where possible by other similarly qualified individuals from the general public having no real or apparent conflict of interest in the outcome of such selection, or otherwise as specified by official policy of the BPP. Such panels shall use uniform, objective selection criteria established in advance for the particular purchase or criteria otherwise specified in writing by the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award.

—"Request for proposals" means a form of QBS selection process that includes a request for professional qualifications where such qualifications are important but not paramount, and where price is a paramount factor to be considered in making an award. A request for proposals may follow a request for qualifications from pre-qualified bidders.

—"Request for qualifications" means a form of QBS selection that includes a request for professional qualifications where such qualifications are paramount in the selection and price is not a factor.

—"Special or professional services" means the furnishing of judgment, expertise, design, advice or effort by persons other than city employees, not involving the delivery of a specific end product defined by bid specifications. These types of services include, but are not limited to, consulting, legal, financial, technical, audit, appraisal, architecture, design, engineering and other similar professional services not contemplated as general services. Such services shall also include unique, warranty or single source services not generally available for specific city owned property, equipment, building systems and equipment, and vehicles where the nature of the required services cannot be defined in advance by bid specifications and the professional or proprietary knowledge and expertise of the service provider is paramount to the lowest cost and otherwise in the city's best interests.

—"Summary bid process" means a competitive bid process described herein that the city may elect to utilize among the selected responsible, qualified bidders for a purchase when all bids exceed any budget appropriation.

—B.—Purchase of goods and general services.

—1.—Purchases not requiring competitive bidding. Except for items the city requires to be purchased from vendors selected during a consolidated purchasing process, competitive bidding through the purchasing agent is not required for purchases between one dollar (\$1.00) and nine hundred ninety nine dollars (\$999.00); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein. The comptroller and the purchasing agent shall monitor such purchases and report any questionable practices to the BPP within five days of becoming aware of such practices.

—2.—Purchases permitted by informal competitive quotation process. Purchases of goods or general services that are in excess of one thousand dollars (\$1,000.00) but less than seven thousand four hundred ninety nine dollars (\$7,499.00), see C.G.S. § 7-148v, as the same may be amended from time to time, shall be based upon authorized pricing methods; provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process or another purchasing method otherwise required herein. An informal competitive quotation process shall be conducted as follows:

—(a)—Price quotations, either oral or written, shall be solicited from at least three vendors or service providers by one or more authorized pricing methods. A valid vendor's or service provider's documented refusal to quote shall qualify as a quotation. If the process yields less than three responsive and responsible bidders or if it yields only a single, responsive and responsible source for the purchase, a selection shall be made if such selection is in the city's best interests under the circumstances. The contracting officer shall promptly document the informal competitive quotation process in writing to the purchasing agent.

—(b)—A purchase of goods or general services shall be counted as one purchase for like items. Unlike items, grouped together on one purchase requisition, shall require price notations only for those items on the purchase requisition that are in excess of three

thousand dollars (\$3,000.00). The determination of like and unlike items shall be based on the commodity codes assigned such items under the then-current city financial system.

—(c)— The purchasing agent may waive solicitation of informal competitive quotations for a critical emergency purchase or for any other purchase for which a mayoral bid waiver may be sought as provided herein.

—3.— Purchases requiring competitive bidding. Competitive bidding shall be used for all purchases of goods and general services exceeding the sum of seven thousand five hundred dollars (\$7,500.00) (See C.G.S. § 7-148v, as amended); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process, informal competitive quotation process or another purchasing method otherwise required herein.

—4.— Consolidated purchasing.

—a.— Commonly used goods, general services, special and professional services. The purchasing agent shall make purchases that are commonly used by several departments, where the total annual purchase for each type of goods or services anticipated to be used by such departments is in excess of twenty five thousand dollars (\$25,000.00) per fiscal year in the aggregate, in order to achieve the best price.

—b.— Exclusions from consolidated purchasing. The purchasing agent may exclude purchases from the requirements of consolidated purchasing, provided that the contracting officer submits a written request with justification for exclusion from consolidated purchasing and the purchasing agent makes a written determination that:

—i.— no significant cost savings; other efficiencies or benefits can be achieved through consolidated purchasing; or

—ii.— the unique requirements of such purchase require that such purchase be made separately from consolidated purchasing.

—c.— Requirements contracts; price agreements. The purchasing agent may, at his/her discretion, purchase specific items under one procurement by procuring a master requirements contract or a price agreement under which city departments may obtain goods or services directly from the vendor. In selecting such a vendor, the total cost of all goods or services at the expected quantities or dollar values to be purchased shall be used in determining the total cost of the proposal or bid and the selection shall be made on the basis of best value.

—d.— Planning for anticipated needs. The purchasing agent shall solicit from the various departments and contracting officers their anticipated requirements for goods and services prior to each fiscal year and, as appropriate, shall invite representatives of various departments to determine specifications for items of goods or services to be obtained using consolidated purchasing for their common needs.

—C.— Competitive bidding process.

—For each purchase of goods or general services made by competitive bidding, the following shall apply:

—1.— All requirements, terms and conditions sought by the city, including quality, delivery terms and vendor or contractor qualifications shall be contained in the bid specifications. For purchases requiring a contract, the contracting officer shall include a draft contract as part of the bid package whenever possible, or other provision shall be made to protect the legal interests of the city. If pre-qualification of bidders is sought

prior to bids being accepted or prior to award, the criteria to be met shall also be set forth in the bid documents.

—2.—The purchasing agent shall publish a notice inviting sealed competitive bidding at least once by public advertisement. The notice shall, to the extent practicable, be published not less than ten working days before the final date for submitting bids. Said notice shall contain a general description of the goods or general services desired, the place where the bid specifications may be obtained, the day, hour, place and manner for bid opening, and other pertinent information.

—3.—The purchasing agent shall, in addition to the public advertisement, solicit and receive sealed bids by approved communication methods from all qualified, responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then current commodity codes, by sending them copies of the public advertisement promptly after publication. Such communication notices shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

—4.—The purchasing agent may revise the bidder list(s) by deleting bidders who have not responded to three consecutive bids sent to them, who have not registered or re-registered electronically, or have not otherwise given written notice to the city by an approved communication method of their interest in remaining on such bidding list.

—5.—All bids shall be submitted sealed, to the extent that the purchasing method used permits sealing, to the purchasing agent and shall be accompanied by bid security in the form of certified check, credit card authorization, or bond in the amount stated in the public advertisement or bid documents. A bid is non-responsive unless such security is received prior to bid opening. Each bidder is solely responsible for submitting all bid requirements in strict compliance with the public advertisement. The bids shall be opened in public at the time and place stated. Any bid received after the time specified, in any other manner than required, or at any other location than specified in the public advertisement shall be deemed non-responsive, shall be rejected, and shall be returned, unopened where the method used may allow, to the bidder.

—6.—For each purchase made by competitive bidding, a record of all bids submitted, giving the names of the bidders and amounts of the bids and indicating the successful bidder, together with the originals of all competitive bids and any other pertinent documents, shall be preserved by the purchasing agent in accordance with state law or the city's record retention practices, whichever shall be longer in duration.

—7.—The purchase shall be awarded to the lowest responsive, responsible, and qualified bidder or pre-qualified bidder who meets the requirements, terms and conditions contained in the bid specifications and represents the best value to the city. In the case of a purchase by competitive bidding where the public advertisement indicates that bidders will be pre-qualified, the purchasing agent has the authority to make an award exclusively from the list of pre-qualified bidders.

—8.—In the event all bids submitted by responsive, responsible and qualified bidders exceed the city's budget for such purchase, after deduction of all reasonably anticipated contingencies, at the request of the contracting officer, the purchasing agent shall conduct a summary bid process open only to such responsible, qualified bidders that originally submitted a bid. Such summary bid process may include a post-bid conference, shall

permit resubmission of such original bids or the submission of new bids in not less than three days from the mailing of notice to the original bidders, and may provide for the deletion or modification of one or more alternates or change in the specifications provided in the original bid package, as determined by the contracting officer.

—D.— Awarding of contracts that contain alternates.

—1.— All bid specifications for a purchase for which alternates are to be included shall have the alternates listed in their order of priority, provided, however, that the contracting officer may change the priority of such alternates during a summary bid process.

—2.— Prior to making an award for which the bid specifications list alternates to be included, the contracting officer shall inform the purchasing agent as to which alternates are to be included in the award.

—E.— Purchasing special or professional services.

—1.— Purchases permitted by consolidated purchasing. Purchases of special or professional services anticipated to cost less than twenty five thousand dollars (\$25,000.00) per fiscal year may be procured through consolidated purchasing as provided herein.

—2.— Purchases exempt from competitive bidding. Purchases of special or professional services anticipated to cost between one dollar (\$1.00) and nine hundred ninety nine dollars (\$999.00) shall be made in the manner specified in paragraph B(1) hereof.

—3.— Purchases permitted by informal competitive quotation process. Purchases of special and professional services anticipated to cost between one thousand dollars (\$1,000.00) and seven thousand four hundred ninety nine dollars (\$7,499.00) shall be made in the manner specified in paragraph B(2) hereof.

—4.— Purchases requiring an informal competitive proposal process. Purchases of special or professional services that are in excess of seven thousand five hundred dollars (\$7,500.00) but do not exceed twenty four thousand nine hundred ninety nine dollars (\$24,999.00) shall be based upon a reasonable and documented attempt to solicit proposals, without the need for public advertising, in the following manner:

—a.— Proposals shall be solicited from at least three qualified or pre-qualified vendors. An otherwise qualified vendor's refusal to submit a proposal shall qualify as the solicitation of a proposal. The contracting officer shall document the process in writing and submit a report to the purchasing agent. If a single reasonable source exists for the service, the contracting officer shall include this information in his/her submission to the purchasing agent.

—b.— The solicitation of proposals may be waived for any critical emergency purchase by obtaining a mayoral bid waiver. A waiver other than a mayoral bid waiver shall require the contracting officer to certify in writing to the purchasing agent the need for a waiver, and the purchasing agent shall determine if such waiver is appropriate. No further approval shall be required. If the purchasing agent is not requested to give such waiver or refuses to approve such waiver, a mayoral bid waiver may be sought. All said waivers shall be included in the purchasing agent's quarterly report to the BPP.

—5.— Purchases requiring a QBS selection process. In cases where the contracting officer intends to purchase special or professional services that are anticipated to exceed twenty five thousand dollars (\$25,000.00), a QBS selection process shall be used for such purchase.

~~—F.—Quality based selection processes: pre-qualification process; competitive proposal process; competitive qualification process followed by competitive proposal process.~~

~~—1.—Solicitation of proposals using quality based selection.~~

~~—a.—Quality based selection as a pre-qualification process.~~

~~—i.—A QBS selection process may be utilized to pre-qualify bidders for the purchase of special or professional services in an amount greater than twenty five thousand dollars (\$25,000.00), where the contracting officer determines that such services are unique or that the nature of the project requires selection criteria primarily influenced by the bidder's knowledge and experience in similar or related projects. The contracting officer's recommendation to conduct such a pre-qualification process shall be set forth in writing and submitted to the purchasing agent for approval. A QBS selection panel shall be formed by the contracting officer or otherwise in accordance with official policy of the BPP.~~

~~—ii.—Public advertisement of the QBS selection process, whether or not such process is used for pre-qualification of bidders or final selection, shall be deemed satisfied for such purchase.~~

~~—iii.—The contracting officer shall prepare the public advertisement containing necessary and desirable information for those who might respond to a QBS selection process and the criteria to be used for selection. A QBS selection panel shall be formed to evaluate the responses, determine the qualified respondents and proceed to make a selection and/or to submit a request for proposals to such respondents.~~

~~—iv.—The QBS selection panel shall review all qualifications submitted and shall, where necessary and practical, interview not less than three proposers (or such lesser number as shall have submitted qualifications so long as the purposes of competitive procurement meeting the best interests of the city is achieved). The QBS selection panel shall evaluate the responses, identify the qualified or pre-qualified proposers, and proceed to submit a request for proposals to the highest ranking pre-qualified proposers and thereafter make a selection recommendation to the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award. The use of such QBS processes shall be included in the purchasing agent's quarterly report to the BPP.~~

~~—v.—The city reserves the right to refuse to award or approve a contract with, or purchase from, a bidder as a result of prior facts and circumstances that resulted in increased costs, additional risks or liabilities, or other damage harmful to the best interests of the city reasons, including, but not limited to the following:~~

~~—(a)—the bidder having defaulted on a previous contract and failed to cure such default, resulting in termination of the contract;~~

~~—(b)—the bidder having failed, without acceptable justification, to complete a contract within the contract time;~~

~~—(c)—the bidder having completed the material terms of a contract, neglecting or refusing to close out the contract by delivering all required documentation, training, warranties, manuals and the like, failing to complete punchlist or warrantly work in a timely manner as required by the contract; or~~

—(d)—the bidder having made misleading or false statements, representations or warranties concerning its financial stability, personnel, qualifications, experience, capitalization, performance record, absence of conflicts.

—b.—Quality-based selection as a final selection process. A QBS selection process may be utilized in the purchase of special or professional services without seeking price proposals when the contracting officer determines that such services are unique or that the nature of the project requires selection criteria where the knowledge and experience of a bidder in similar or related projects are paramount, and the best interests of the city will be served by the use of such process without considering price as a determining factor in selection. The contracting officer shall then negotiate a proposed contract with the selected bidder with the assistance of the office of the city attorney, at compensation determined by the contracting officer to be fair and reasonable to the city, considering the estimated value, scope, complexity and professional nature of the services to be rendered. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a quality-based selection as a pre-qualification process, together with the proposed contract. The contract price shall be determined in the following manner:

—i.— After selection, the contracting officer shall then enter into negotiation of a contract, preferably on a form included with the bid documents, with the selected vendor with the assistance of the office of the city attorney, using a formula for compensation determined by the contracting officer to be fair and reasonable to the city, considering the scope of the work, the delivery or completion requirements, the complexity and specialized nature of the services to be rendered, and other relevant factors. Such formulas may include, but are not limited to, time and materials with or without a not-to-exceed price, cost of the work plus a fee, lump sum, guaranteed maximum price, and the like. The contracting officer's rationale for selection of a compensation formula shall be made in writing to the purchasing agent prior to entering into negotiations; or

—ii.— Should the contracting officer be unable to negotiate a satisfactory contract with the selected vendor, negotiations shall be terminated in writing; or

—iii.— The contracting officer shall then enter into negotiations with the next most qualified firm identified in the selection process and still interested in the project. Should the contracting officer be unable to negotiate a satisfactory contract with such vendor, negotiations shall be terminated in writing and shall proceed to negotiate with the next most qualified firm, and so on; or

—iv.— The city reserves the right to refuse to award or approve a contract with or purchase from a bidder for the same reasons as set forth in Section F above.

—c.— Reports. For each purchase of services by QBS selection process, the contracting officer or QBS selection committee, as the case may be, shall make a written report of all such purchases to the BPP, the city council, the mayor, the office of policy and management, and the finance department. The purchasing agent shall make a record of all proposals submitted, giving the names of the proposers, indicating the successful proposer, clearly stating the basis for the selection made, the basis for the award made by the BPP, including the originals of all proposals and any other documents pertaining to the selection process, and shall keep the same in accordance with the city's records retention policy.

—2.— Requests for proposals:

—Except as otherwise authorized in this section, for each purchase of special or professional services in excess of twenty-five thousand dollars (\$25,000.00) where professional qualifications and experience are important but where price is the paramount factor to be considered in making a selection, such purchase shall be made by competitive proposal process, as follows:

—a.— Preparation of the request for proposals. The contracting officer shall prepare a request for proposals. All requirements, terms and conditions, including bidder qualifications, desired by the city shall be included in the request for proposals. Whenever possible, a draft contract shall be made a part of the request for proposals or other bid documents. The purchasing agent shall assist in the preparation if needed. For purchases that require an additional funding appropriation, the request for proposals shall clearly state that the award of a contract is contingent upon the appropriation of funds.

—b.— Solicitation of proposals.

—i.— The purchasing agent shall, in cases where such proposed purchase is not preceded by a QBS pre-qualification process, by public advertisement make notice of the request for proposals at least once within ten working days prior to the deadline to submit proposals, unless the contracting officer determines that a shorter response time is required. Whenever the service requested is so specialized that few appropriate bidders can reasonably be expected to respond to said notice, public advertisement shall also be made in other media appropriate to the nature of the service requested and calculated to result in a greater number of proposals.

—ii.— The purchasing agent shall, in addition to the public advertisement, solicit competitive bids from all qualified, responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then current commodity codes, by sending them copies of the public advertisement promptly after publication. Such mailings shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

—iii.— The proposal process may be waived for any critical emergency purchases or for any other reasons contained in this section and in the manner provided herein.

—c.— Evaluation of proposals.

—i.— The purchasing agent, with the assistance of the contracting officer, if any, shall evaluate all proposals based upon the criteria and requirements stated in the request for proposals, or otherwise in accordance with BPP official policy. For purchases exceeding one hundred thousand dollars (\$100,000.00) the QBS selection panel shall, if possible and practical, conduct personal interviews with the most qualified bidders.

—ii.— A QBS selection panel shall be formed to review the proposals and make a selection according to pre-established selection criteria and a price proposal. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a quality based selection as a final selection process. The use of requests for proposal shall be included in the purchasing agent's quarterly report to the BPP.

—iii.— The contracting officer or QBS selection panel, as the case may be, shall not accept as responsive or review any proposal received that is not in strict compliance with this section.

—iv.— The contracting officer or QBS selection panel, as the case may be, shall select the proposer whose proposal is deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals and make a recommendation to the BPP, which shall make the final award.

—v.— For each purchase of services by competitive proposal, the contracting officer or QBS selection panel, as the case may be, shall make a written record of all proposals submitted, giving the names of the proposers, indicating the successful proposer, clearly stating the basis for the selection made, and including the originals of all proposals and any other documents pertaining to the selection process, and shall submit the same to the purchasing agent for keeping in accordance with the city's records retention policy.

—3.— Request for qualifications process followed by request for proposals process. A QBS selection process may be utilized to pre-qualify bidders for the purchase of special or professional services in an amount greater than twenty-five thousand dollars (\$25,000.00), where the contracting officer determines that such services are unique or that the nature of the project requires selection criteria primarily influenced by the bidder's knowledge and experience in similar or related projects but that price is also an important factor in making a selection. The contracting officer's recommendation to conduct a request for qualifications process followed by a request for proposals process with pre-qualified bidders shall be set forth in writing and submitted to the purchasing agent for approval. A QBS selection panel shall be formed and shall attempt to select a minimum of three qualified bidders to receive a request for proposals. The QBS selection panel shall make a written report of its selection following review of responses to the request for proposals, the criteria used and its recommendation to the board of public purchases, which shall make the final decision and award. The use of such pre-qualification process followed by a proposal process shall be included in the purchasing agent's quarterly report to the BPP.

—G.— Waiver of competitive processes in critical emergencies.

—1.— Waiver of competitive bidding for critical emergency purchases.

—a.— The contracting officer shall set forth in writing to the purchasing agent the reasons why public advertising and competitive bidding or other competitive process otherwise required by this section should be waived. Critical emergency purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances described. The purchasing agent shall initially determine whether a critical emergency purchase is appropriate and, if so, shall make a written recommendation to the mayor to grant such a waiver. The mayor shall consider the matter and issue a mayoral bid waiver if appropriate, or in his/her absence the council president shall consider and decide such matter, before any critical emergency purchase may be made.

—b.— After the issuance of any mayoral bid waiver, the purchasing agent shall inform the contracting officer, who shall submit written certification of the selection of the particular vendor or vendors and other pertinent details within five working days after such purchase to the mayor, the city council, the director of finance, the director of the office of policy and management, and the BPP. Such purchases shall be included in the purchasing agent's quarterly report to the BPP.

—2.— Waiver of competitive bidding for qualified purchases.

—a.— Purchases other than critical emergency purchases may be made without competitive bidding or other competitive processes otherwise required by this section for the following reasons:

—i.— Only one qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted without adverse effects or complications.

—ii.— Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance, will provide a lower cost than that which would result from a competitive process.

—iii.— Time is a critical factor and such purchase could not have been previously anticipated through proper advance planning.

—iv.— The purchase involves items the prices of which are federal or state regulated.

—b.— The purchasing agent shall make written certification of the reasons for the waiver of competitive bidding or public advertisement, the reasons for the selection of the particular vendor or vendors, and other pertinent details within five working days after such purchase to the mayor, the city council, the director of finance, the director of the office of policy and management, and the BPP. Such purchases shall be included in the purchasing agent's quarterly report to the BPP.

—H.— Duties of the purchasing agent; contracting officers; board of public purchases.

—1.— Purchasing agent. The purchasing agent has the primary responsibility for working with contracting officers concerning the content of public advertisements and the general content of all bid specifications and specific city requirements, issuance of public advertisements for all competitive bids and QBS selection processes for goods, general services, or special or professional services, and such other responsibilities set forth in the charter or ordinances or established by the BPP. The purchasing agent is responsible for reporting all material exceptions, deviations from or violations of this section to the mayor, the city council, the director of finance, the office of policy and management and the BPP within fourteen (14) days of learning of such matter.

—2.— Contracting officer. The contracting officer, directly or through his/her designee, has primary responsibility for protecting the legal interests of the city by ensuring that, with the advice of the city attorney, the city's legal rights and remedies are protected in connection with such purchase. The contracting officer also has the primary responsibility to develop the technical requirements and other project-specific needs for inclusion in the bid documents, to disclose the selection process and criteria to be used, to specify the legal requirements for the contractual relationship with the bidder including, wherever possible, the form of contract to be entered into, and the like. The contracting officer is further responsible to ensure that he/she has authority to make the subject purchase, the resulting contract has received all city approvals required and, upon the execution of any contract, original executed documents or true and complete copies are distributed promptly to the finance department and the city attorney. It is also the primary responsibility of the contracting officer or his/her designee to attend to the details of the purchase and the administration of the relationship with the selected vendor over time, including but not limited to ensuring that: the contract is adhered to; problems, disputes, events of default and the like are properly documented and promptly brought to the

attention of the city attorney for advice or action; all insurance policies and security (e.g., cash deposits, bonds, letters of credit, guarantees) remain current, up-to-date and in place for the city's benefit; and the contract documentation and close-out thereof, including where appropriate, obtaining all lien waivers and final releases, guarantees, operating and service manuals, employee training, etc., is completed.

—3.— Board of public purchases. The BPP shall be familiar with purchasing department operations and other city operations involved in the purchasing process, and shall perform the responsibilities assigned to it in the Charter, ordinances and this section. Such responsibilities include, but are not limited to, hearing appeals from decisions of the purchasing agent, handling bid protests, reviewing appeals from decisions regarding vendor disqualification, establishing official purchasing policies, working rules and regulations, evaluating periodic reports from the purchasing agent, taking appropriate action where required, and otherwise ensuring that the purchasing process operates as intended. The BPP shall circulate any proposed official policy, working rule or regulation for review and comment to the purchasing agent, the mayor, the city council, the department of finance, the office of policy and management, and the city attorney thirty (30) days in advance of its intent to adopt, and shall not vote to adopt such proposal until it has received and considered comments during such thirty (30) day period.

—I.— Contract requirements.

—1.— Contract required. A written contract between the city and a bidder is required for any purchase that exceeds twenty-five thousand dollars (\$25,000.00). Such requirement may be satisfied with a contract form included in the bid documents and executed by the parties, a contract negotiated and executed by the parties after award, or by the standard terms set forth on the city's purchase order form acceptable to the office of the city attorney, as the same may be amended from time to time. Except for purchases where the contract is contained on the purchase order, any other contract shall be reviewed and approved as acceptable by the office of the city attorney, by the city's risk manager where insurance, indemnification, guarantees, bonds or other security is required, and by other appropriate city departments, and such contract shall be signed by the mayor or other designee in the manner authorized by the city council, provided, however, that, with respect to contracts resulting from a competitive bidding process, the purchasing agent is authorized to execute such contracts in consultation with the office of the city attorney. Purchases for amounts less than seven thousand five hundred dollars (\$7,500.00) shall be governed by the terms of the purchase order acceptable to the office of the city attorney.

—2.— Contract approval; material modifications. All contracts for purchases that exceed twenty-five thousand dollars (\$25,000.00) shall require city council approval and shall be signed by the mayor or the contracting officer, with the following exceptions:

—a.— In cases where this section allows the terms of the contract to be contained on the purchase order, which does not require the execution of additional contract document;

—b.— In cases where this section authorizes the purchasing agent to sign all contracts that result from the competitive bidding process;

—c.— In cases involving consolidated purchasing, the purchasing agent is authorized to sign all contracts that result;

—d.— In cases where a critical emergency purchase is authorized, the mayor or his designee is authorized to sign all contracts that result; and

—e.— In cases where a qualified purchase is authorized, the mayor or his designee is authorized to sign all contracts that result.

—If material modifications in the scope, time or price of the contract are desired after signing, except in the case of a construction contract or other contract that provides by its terms for the submission, consideration, rejection or approval of changes in scope, time or price, which changes are of the type that were not anticipated at the time of bid and result from unforeseen conditions, changes in law, latent defects in bid specifications and similar changed circumstances, such material modifications shall require written approval by and signature of the mayor in consultation with the director of finance, the director of the office of policy and management, and the office of the city attorney, unless the BPP has adopted an official policy governing the procedure for dealing with material changes.

—3.— Contract extensions.

—a.— The contract time for performance in contracts having an original value of greater than one hundred thousand dollars (\$100,000.00) that resulted from a QBS selection process, critical emergency purchase or qualified purchase may not be extended unless the contracting officer certifies in writing to the purchasing agent the necessity of such extension and that no significant additional cost to the city will result. If the purchasing agent approves such request, such extension may not exceed six months, except for construction contracts where the contract contains provisions for changes in schedule, including suspension of work, which shall govern the duration of any such extension.

—b.— Any purchase that results from competitive bidding or competitive proposal processes may be extended beyond the contract time period for up to one additional year from the date of award without additional bidding for one or more of the following reasons:

—i.— The vendor is the sole qualified or available provider. This shall include sole source or proprietary service/maintenance contracts for existing equipment and vehicles.

—ii.— Additional competitive bidding or requests for proposals would result in an increase in cost or significant disruption of city operations. Employee benefits contracts with third party providers and administrators are included in this category.

—iii.— City services would have to be discontinued in the absence of another vendor. There shall be a six-month limit on the contract extension.

—iv.— An option to extend the contract term is included in the bid documents or the contract.

—c.— The contracting officer is responsible to give written notice to the purchasing agent of such extensions, the purchasing agent shall keep a record of every contract extension, and shall include such extensions in his/her quarterly report to the BPP.

—4.— Additional purchases from a vendor prohibited. The city shall not purchase any item of goods or services from a vendor that was not of the type or closely related to the goods or services described in the bid documents or the contract.

—J.— City right to set off delinquent property taxes owed.

—1.— Right of set off. Pursuant to C.G.S. § 12-146b, as amended, the city has the right to set off against any payment due to a vendor or to withhold payment from any vendor if any taxes levied by the city against any vendor or its property, both real and personal, are delinquent, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalties, lien fees and interest outstanding at the time such set off or withholding of payment occurs. Any vendor that has either been selected by competitive

bidding process, has signed a contract or has obtained a purchase order hereby authorizes the city to execute such set-off or to withhold such payment from amounts otherwise due to the vendor.

—2.— Authority to set-off. Upon the tax collector's issuance of any delinquent tax list, the contracting officer or the comptroller shall have the authority to set-off against any payment due to a vendor or to withhold payment to such vendor the amount of any delinquent taxes due, together with penalties, lien fees and interest outstanding.

—K.— Purchases through state and federal bid lists, cooperative agreements between municipalities and the like.

—1.— Use of other bid lists. Procurements obtained by competitive bidding conducted by the State of Connecticut, by the Connecticut Hospital Association or its affiliates, by the federal General Services Administration, or through cooperative associations or agreements between and among municipalities may be utilized when the purchasing agent determines, in writing to the BPP, that utilization of such procurements would be in the best interests of the city; provided, however, that either the purchasing agent shall issue guidelines for the proper utilization of such procurements or the BPP shall adopt an official policy for the proper utilization of such purchases. The purchasing agent shall be responsible for the proper utilization of such other bid lists and cooperative agreements and shall take proper precautions to prevent misuse as he/she may deem to be in the best interests of the city.

—L.— Exemptions from this section.

—The sale or purchase of public utilities, as defined under Connecticut law, are not subject to the provisions of this section, however, any provider of a public utility that seeks to do business with the city must meet the threshold requirements of a responsive and responsible bidder under this section.

—M.— Reports to be prepared by the purchasing agent.

—1.— Quarterly reports. The purchasing agent shall prepare a written quarterly report within thirty (30) days after the close of each calendar quarter ending in the months of September, December, March and June in a fiscal year, and shall submit the same to the BPP, with copies to the mayor, the city council, the department of finance, and the office of policy and management. Said reports shall contain information about the following activities:

—a.— Purchases made by the competitive bidding process;

—b.— Purchases made by the competitive proposal process;

—c.— Waivers granted from competitive bidding or competitive proposal processes, including critical emergency purchases, mayoral bid waivers issued and qualified purchases;

—d.— Waivers granted from informal bid and proposal processes;

—e.— Contracts granted material extensions of scope, time or price;

—f.— Contracts granted material modifications of terms and conditions;

—g.— Purchases made through federal or state bid lists or through cooperative purchasing arrangements with associations or other municipalities;

—h.— Violations or suspected violations of this section; and

—i.— Other activities required to be reported to the BPP herein.

—2.— Annual list of purchases. A list of all purchases made by the purchasing agent shall be filed annually with the city clerk. Said list shall include the name, address,

disadvantaged or minority business status of the vendor, the department, board, or commission making such purchase, the types of goods or services purchased and the total price paid by the city.

—N.— Audit.

—The city's internal auditors shall conduct an audit of purchasing activities every three years or as otherwise directed by the BPP. Notwithstanding this requirement, the department of finance, office of policy and management or the mayor may request an independent auditor to perform an audit of city purchases.

—O.— Violations and penalties.

—Any deliberate, willful attempt to violate or circumvent the purchasing process established by this section shall be a violation of the city's code of ethics, as the same may be amended from time to time, and shall be dealt with as appropriate by the ethics commission. Any decision by the ethics commission shall not prohibit the city from pursuing its other legal rights and remedies in connection with such violations.

—P.— Purchases requiring use of other procedures.

—Notwithstanding the provisions of this section, with regard to any purchase that is funded in whole or in part by federal or state grant funding or other assistance where the city is the applicant or directly or indirectly benefits therefrom, or as a condition of such funding or assistance the city is required to follow the grantor's procurement rules and regulations, such other procurement rules and regulations shall be followed in lieu of the purchasing processes described in this section.

—Q.— Records retention. All records of purchases made and related activities shall be retained in accordance with state of Connecticut guidelines for retention of public records.

—R.— Mandated contract terms incorporated by reference. All terms required by law to be inserted in a contract for particular purchases or purchases in general, including but not limited to equal employment opportunities, affirmative action goals, and the like, shall be deemed to be incorporated by reference into any contract described in this section as if fully such terms are set forth therein. (Ord. dated 6/16/03)

EXHIBIT A

NEW : Section 3.08.070 Purchasing procedure. (submitted to Council) (11/2/16)

Purpose. The city recognizes the importance of adopting a comprehensive purchasing ordinance that authorizes the use of modern procurement practices, provides for electronic processing and monitoring of purchasing activities, and establishes responsibility for oversight and reporting within city government.

A. **Definitions.** For the purpose of this section, the following definitions shall apply:

"Approved communication methods" means any communication required or desired to be made in connection with a purchase provided, however, that such communication is by hand, by overnight or guaranteed delivery service, by deposit in a depository of the United States Postal Service properly addressed and postage prepaid, by facsimile transmission delivered to the intended addressee, or by electronic communication including but not limited to e-mail or other electronic means delivered to the intended addressee, or otherwise approved by official policy of the board of public purchases.

"Audit rights" means the city's independent right to audit charges, costs, expenses, payments, setoffs, change orders and other expenditures under any purchase arrangement whether or not such right is specifically included in the bid package or other documents related to the purchase.

"Award" means the purchasing agent's announcement of the selection of a vendor for the procurement.

"Best value" means, during a competitive bidding process or request for proposal process, the purchasing agent, after considering the recommendations of the contracting officer, if any, may consider the following factors in determining to make an award to a bidder other than the apparent lowest responsible bidder: (a) the bidder's price; (b) the bidder's business reputation; (c) the quality of the bidder's goods or services; (d) the extent to which the goods or services meet the city's needs; (e) the bidder's current or past relationship with the city; (f) the impact on the city's ability to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities; (g) the total long-term cost to the city to acquire the bidder's goods or services; and (h) any relevant criteria specifically listed in the solicitation documents. The city reserves the right to make an award either to the lowest responsible bidder or to the bidder that provides goods or services having the best value to the city.

"Bidder" means any person, sometimes referred to herein as a vendor, seeking to do business with the city pursuant to this section under a sealed competitive bid for goods and general services, including any individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, limited liability partnership, limited liability company, or any other private legal entity, each of which shall be required to disclose prior to award, the names of the bidder's officers, directors, members and owners holding five percent or more in ownership of the bidder or its parent at the time of the submission of its bid, which obligation to disclose shall continue for the duration of the bidder's relationship with the city.

"Bidder list" means a mailing or notification list, maintained by the city, of all suppliers, vendors, contractors or service providers or proposers who have made a request by an approved communication method to receive notice of the city's intent to make particular purchases, which bidder list does not imply that those parties on it have been pre-qualified or pre-approved to do business with the city. The city reserves the right to charge a nominal maintenance fee to those parties that desire to be included on the bidder list to cover the city's cost of making and keeping the same.

"Board of public purchases" or "BPP" means the board created by charter responsible to discharge the duties described therein and herein with respect to the city's purchasing process, including, but not limited to, hearing and determining appeals taken from decisions made by the purchasing agent, preparing reports of its activities in overseeing the city's purchasing practices, establishing purchasing policies, rules and regulations in furtherance of this section, publishing annual purchasing statements, and reviewing QBS selection processes. The official policies, working rules and regulations adopted shall, on their respective effective dates, be published, applicable to and used in the implementation and interpretation of this section, and shall not otherwise be contrary to or in derogation of the rights, duties and responsibilities of city officials, executives and administrators set forth in the charter and ordinances, as the same may be amended from time to time.

"Consolidated purchasing" means a centralized purchasing method whereby the purchasing agent determines annually, based upon the anticipated purchases projected by contracting officers and his/her own experience, that the purchase of items or categories of items in bulk or pursuant to price agreements on a city-wide basis from one or more vendors will result in economies of scale and cost-savings to the city.

"Competitive bidding" or "competitive bid" means the city's procedure for obtaining goods or general services anticipated to be in excess of _____ dollars (\$_____.00) in which sealed bids are submitted in response to solicitation documents. This process does not permit any negotiation with the apparent winning bidder after the receipt and opening of bids. Competitive bidding may be accomplished as a result of public advertisement or other electronic public notice methods adopted as official policy by the BPP.

"Contract" means any type of written agreement or documented arrangement involving a purchase, regardless of what the evidence of such arrangement may be called or how it may be referred to, which is approved by the contracting officer, contain terms and conditions protecting the city's legal interests, is properly funded and, where required by charter or ordinance, has been approved by the city council or its designee; provided, however, that so-called letters of intent, letters of interest, memoranda of agreements, and other examples of latent, potential, unilateral or executory documents or arrangements that otherwise may not be binding upon the city, may become a binding legal obligation of the city only if and to the extent that any such document or arrangement has been approved by the city council or its designee.

"Contracting officer" means any director or deputy of a city department, any president or chief executive of a city agency, board, or commission, including the board of education, the WPCA and any other similar duly-constituted agency of city government as defined by Charter or ordinance, or contained in the city's table of organization, including his/her respective designee

set forth in writing to the purchasing agent, having direct authority or due authorization to initiate purchases.

"Critical emergency purchase" means a purchase of goods or services that, if not purchased or ordered immediately, can result in injury to human life or significant property damage, or result in consequences detrimental to the health, safety and welfare of the citizens of the city or to the city's best interests. The purchasing agent should use the informal competitive quotation process for critical emergency purchases, if possible, but shall not be limited by the applicable threshold dollar amounts set forth herein due to the emergency nature of the purchase.

"Energy Commodities" means a purchase of a service or good which with regularity provides the public with some commodity or service which is of public consequence or need and subject to or capable of short term market fluctuations. Examples include, but are not limited to, electricity generation and distribution, oil, natural gas, gasoline, and public water supplies.

"General services" means all services that result in a measurable end product as defined by solicitation documents, including but not limited to all services used in the process of building, altering, maintaining, improving or demolishing any city-owned property, structure, building or public infrastructure, but excluding architectural, engineering and other design services, and construction consulting services. Examples of general services include, but are not limited to, electrical work, road resurfacing, sewer repair, building demolition, equipment maintenance and waste disposal services.

"Goods" means supplies, material, equipment and articles, whether purchased or leased, including, but not limited to, fuels, furniture, computers, paper products, food products, sand, and high-tech hardware and software, telecommunications equipment and office equipment.

"Informal competitive proposal process" or "Informal competitive quote process" means the allowable process for the purchase of services pursuant to a QBS process or the purchase of goods or general services, respectively, when the purchase is reasonably anticipated to exceed one thousand dollars (\$1,000.00) but not to exceed _____ dollars (\$_____.00).

"Lowest responsive, responsible bidder" or the "Lowest responsive, responsible proposer" means the bidder or proposer whose submission is (a) a complete response to the invitation and (b) the lowest of those bidders or proposers possessing the skill, ability, financial capacity, business integrity and experience necessary for faithful performance of the described work based on objective criteria. Evaluation of a vendor shall include best value considerations only if set forth in the solicitation documents. Bidders and proposers shall be excluded from consideration entirely if they are listed on the disqualified vendor list at the time the invitation is the subject of public advertisement or at the time the city otherwise seeks to make a purchase as described herein. In a request for proposals process, a bidder may be chosen as lowest responsive bidder from among those bidders that are pre-qualified or based upon recognized industry standards that the contracting officer responsible for the purchase has certified in writing to the purchasing agent as commercially relevant.

"Mayoral bid waiver" means the mayor's authority to grant a written waiver of the requirements for public advertisement, and the need for a competitive bidding or competitive proposal process in connection with critical emergency purchases, after receiving (a) the contracting officer's written statement of the need for such waiver with all appropriate backup information, and (b) the purchasing agent's written recommendation of the need for such waiver.

"Multiple Vendor Bid" or "Multiple Vendor QBS" means the procurement of goods, general services, special or professional services which are regularly procured by the city throughout the course of a year but the frequency of which and/or the ability of the vendor to tender the goods and/or services cannot be readily determined. Examples may include but are not limited to the procurement of tires, ITS consultants, demolitions, licensed environmental professionals, landscapers, towing, etc.

"Proposer" means any person seeking to do business with the city pursuant to this section under a QBS selection process, including any individual, corporation, partnership, sole proprietorship, joint stock company, joint venture, limited liability company, or any other legal entity, each of which shall be required to disclose prior to any award, the names of the proposer's officers, directors, members and owners holding five percent or more in ownership of the proposer or its parent at the time of submission of its proposal, which obligation to disclose shall continue with the proposer's relationship with the city.

"Public advertisement" or "publicly advertised" means the advertisement in one or more media of the city's desire to make a purchase expected to cost in excess of _____ dollars (_____.00) placed (a) in a newspaper of general circulation in the Bridgeport area, (b) in other print media designated to encourage a greater number of bids, (c) on the city's internet website, (d) on other electronic media available to the general public, or (e) in other media authorized by the BPP. The content and location of public advertisements shall be determined as set forth herein or as otherwise authorized by official policy of the BPP.

"Qualified purchase" means a purchase of goods or services where either there is only one source for such purchase a purchase from a special source will provide a lower cost than would result from competitive bidding, time is critical and the purchase could not have been planned, or the purchase involves items whose prices are controlled by federal or state regulation.

"Quality-based selection" or "QBS selection" means a method for purchasing special or professional services anticipated to be in excess of _____ dollars (\$_____.00) by either initially pre-qualifying bidders prior to obtaining a price proposal or making a final selection without a price proposal. Such process initially requires the submission of professional qualifications, demonstrated business experience, specific project experience, evidence of business integrity, and professional competence. Where qualifications alone are paramount in the selection process and price is not a factor, a final selection is made based on qualifications alone. In other QBS processes where price is not a factor initially in the selection process, or only one of a number of factors to be considered in making a final decision, a final selection is made based upon the submission of requests for proposals, or price proposals following pre-qualification.

"QBS selection panel" means a group of individuals qualified by knowledge, training and experience in purchases of the type contemplated and having no real or apparent conflict of interest in the outcome of the QBS selection, consisting of at least three city employees selected by the contracting officer and supplemented where possible by other similarly qualified individuals from the general public having no real or apparent conflict of interest in the outcome of such selection, or otherwise as specified by official policy of the BPP. Such panels shall use uniform, objective selection criteria established in advance for the particular purchase or criteria otherwise specified in writing by the BPP. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall approve or deny the selection process.

"Request for proposals" means a form of QBS selection process that includes a request for professional qualifications where such qualifications are important but not paramount, and where price is a factor to be considered in making an award. A request for proposals may or may not follow a request for qualifications from pre-qualified proposers.

"Request for qualifications" means a form of QBS selection that includes a request for professional qualifications where such qualifications are paramount in the selection and price is not a factor.

"Self-perform" means that an awarded contractor, whether a prime contractor or a subcontractor, performs thirty (30%) percent of the value of its work (exclusive of materials and equipment) by using its own forces and resources as determined by monthly payrolls.

"Solicitation documents" means the totality of the documents put forth to the public to solicit a particular procurement, including but not necessarily limited to the invitation, requests for qualifications, requests for proposals, any and all specifications, any and all scopes of work, any and all particular instructions, any and all contract documents, and any and all addenda.

"Single Source" means that there is one vendor, among others that provide similar goods or services, from which it would be in the best interest of the city to procure because: a) Such vendor provides a unique service or set of services that distinguish it from and cannot be provided by other vendors; b) Maintenance on a particular piece of equipment is required by such vendor in order to preserve a warranty; or c) Such vendor is uniquely qualified to provide a set of services, such as having Apple® technician make repairs to Apple® computers.

"Sole Source" means that there is only one vendor that can provide a particular good or service for the city, such that any attempt to obtain bids or proposals could only result in that one vendor submitting a bid or proposal.

"Special or professional services" means the furnishing of judgment, expertise, design, advice or effort by persons other than city employees, not involving the delivery of a specific end product defined by the solicitation documents. These types of services include, but are not limited to, consulting, legal, financial, technical, audit, appraisal, architecture, design, engineering and other similar professional services not contemplated as general services. Such services shall also

include unique, warranty or single-source services not generally available for specific city-owned property, equipment, building systems and equipment, and vehicles where the nature of the required services cannot be defined in advance by the solicitation documents and the professional or proprietary knowledge and expertise of the service provider is paramount to the lowest cost and otherwise in the city's best interests.

"Summary bid process" means a competitive bid process described herein that the city may elect to utilize among the selected responsible, qualified bidders for a purchase when all bids exceed any budget appropriation.

"Vendor" means any person seeking to do business with the city pursuant to this section, regardless of the method of solicitation, and may include, but is not limited to proposers and bidders.

B. General Provisions.

1. Awards. Except as expressly set forth otherwise herein, Awards should be made to (a) the responsive, responsible low bidder in a competitive bid process; (b) the most qualified, responsive and responsible proposer in a QBS selection process; (c) the most responsive, responsible low bidder(s) in a consolidated purchasing process; or (d) responsive, responsible bidder or proposer in any other selection process authorized herein; provided, however, that an award or notification of intent to make an award does not create a legal right in the bidder regarding the subject matter of the bid or entitlement to a contract, but is intended to inform the bidder that additional obligations of the bid must be met, such as the posting of surety and evidence of insurance, negotiation of a contract, and securing proper approval of the party authorized to enter into a contract or obligation binding upon the city.

2. City Reservation. The city reserves the right to reject any and all bids and to waive informalities in a solicitation to the extent that such informalities are not material and do not give one bidder an unfair advantage over other responsive and responsible bidders or proposers.

3. Responsiveness. The city shall not accept as responsive or review any bid or proposal received that is not in strict compliance with material provisions of the solicitation documents or which were not stamped in at the place and by the time set forth in the solicitation.

4. Split Purchases. Purchases shall not be deliberately split in amount, artificially staggered over time, or otherwise be the subject of any other artifice designed to avoid the requirement to utilize competitive bidding or other purchasing methods required herein.

5. Appropriations. For purchases that require an additional funding appropriation, the solicitation documents shall clearly state that the award of a contract is contingent upon the appropriation of funds.

6. Contract term. Unless circumstances warrant that the best interest of the city is served with a shorter term contract, contracts resulting from a competitive bid or a QBS selection process shall be for a term of three (3) years, or two (2) years with a one year extension. This does not apply to any solicitation for a deliverable (i.e. a professional design) or a task required to be performed in a lesser or greater amount of time.

7. Anti-Pass Through. For all City contracts having a labor component, the contracting entity (whether prime or subcontractor) must self-perform at least 30% of the labor (which may and should include site management) or obtain a written waiver from the Purchasing Agent and City's Chief Administrative Officer.

C. Purchase of goods and general services.

1. Informal competitive proposals. For purchases of goods and/or general services reasonably anticipated to cost in excess of one thousand dollars (\$1,000.00) but not to reasonably anticipated to exceed _____ dollars (\$_____.00), the Contracting Officer may obtain quotes from no less than three (3) vendors that provide such goods or general services. The Contracting Officer must document the process for the Purchasing Agent. The failure of a vendor which has been requested to provide a quote to respond, shall count toward an attempt to get three (3) quotes. With the approval of the Purchasing Agent, the contract shall then be awarded to the lowest responsive, responsible vendor. Contracting Officers are encouraged to utilize the city's internet bidding company's informal service when the purchase is reasonably anticipated to exceed five thousand dollars (\$5,000.00).

2. Purchases requiring competitive bidding. Competitive bidding shall be used for all purchases of goods and general services anticipated to exceed the sum of _____ dollars (\$_____.00) (See C.G.S. § 7-148v, as amended); provided, however, that purchases shall not be deliberately split in amount, artificially staggered over time, or be the subject of any other artifice in order to avoid the requirement to utilize the competitive bidding process. The purchasing agent shall reasonably monitor purchases and report any questionable practices to the BPP and the city's finance director within five days of becoming aware of such practices.

D. Competitive bidding process. For each purchase of goods or general services made by competitive bidding, the following shall apply:

1. All requirements, terms and conditions sought by the city, including quality, delivery terms and vendor or contractor qualifications, as well as vendor or contractor status as either a MBE, WBE or DBE, shall be contained in the solicitation documents. For purchases requiring a contract, as opposed to a standard purchase order, the contracting officer shall include a draft

contract as part of the bid package whenever possible, or other provision shall be made to protect the legal interests of the city. If pre-qualification of bidders is sought prior to bids being accepted or prior to award, the criteria to be met shall also be set forth in the solicitation documents.

2. The purchasing agent shall publish a notice inviting sealed competitive bidding at least once by public advertisement. The notice shall, to the extent practicable, be published not less than fifteen (15) working days before the final date for submitting bids. Said notice shall contain a general description of the goods or general services desired, the place where the solicitation documents may be obtained, the day, hour, place and manner for bid opening, and other pertinent information.

3. The purchasing agent may, in addition to the public advertisement, solicit and receive sealed bids by approved communication methods from all qualified, responsive and responsible bidders on the bidder list, whose goods and services comply with the purchases sought according to the city's then-current commodity codes, by sending them copies of the public advertisement promptly after publication. Such communication notices shall be solely for the convenience of suppliers. Any failure to provide or delay in providing any supplier with such notice shall not invalidate the bid process, incur liability to the city or prejudice it in any manner.

4. The purchasing agent may revise the bidder list(s) by deleting bidders who have not responded to three consecutive bids sent to them, who have not registered or re-registered electronically, or have not otherwise given written notice to the city by an approved communication method of their interest in remaining on such bidding list.

5. All bids shall be submitted sealed, to the extent that the purchasing method used permits sealing, to the purchasing agent and shall be accompanied by bid security in the form of certified check, or bond in the amount stated in the public advertisement or solicitation documents. A bid is non-responsive unless such security is received prior to bid opening. Each bidder is solely responsible for submitting all bid requirements in strict compliance with the solicitation documents. The bids shall be opened in public at the time and place stated.

6. For each purchase made by competitive bidding, a record of all bids submitted, giving the names of the bidders and amounts of the bids and indicating the successful bidder, together with the originals of all competitive bids and any other pertinent documents, shall be preserved by the purchasing agent in accordance with state law or the city's record retention practices, whichever shall be longer in duration. All bids shall be submitted sealed, to the extent that the purchasing method used permits sealing, to the purchasing agent and shall be accompanied by bid security in the form of certified check, or bond in the amount stated in the public advertisement or solicitation documents. A bid is non-responsive unless such security is received prior to bid opening. Each bidder is solely responsible for submitting all bid requirements in strict compliance with the solicitation documents. The bids shall be opened in public at the time and place stated.

7. For each purchase made by competitive bidding, a record of all bids submitted, giving the names of the bidders and amounts of the bids and indicating the successful bidder, together with the originals of all competitive bids and any other pertinent documents, shall be preserved by the purchasing agent in accordance with state law or the city's record retention practices, whichever shall be longer in duration.

8. The purchase shall be awarded to the lowest responsive, responsible, and qualified bidder or pre-qualified bidder who meets the requirements, terms and conditions contained in the solicitation documents and represents the best value to the city, supported in writing by the contracting officer. A best value bid shall be indicated as such in the original solicitation documents. In the case of a purchase by competitive bidding where the public advertisement indicates that bidders will be pre-qualified, the purchasing agent has the authority to make an award exclusively from the list of pre-qualified bidders.

E. Awarding of contracts that contain alternates.

1. All solicitation documents for a purchase for which alternates are to be included shall have the alternates listed in their order of priority, provided, however, that the contracting officer may change the priority of such alternates during a summary bid process.

2. Prior to making an award for which the solicitation documents list alternates to be included, the contracting officer shall inform the purchasing agent as to which alternates are to be included in the award.

F. Purchasing special or professional services.

1. Purchases of special or professional services may be procured as provided herein.

2. Purchases exempt from formal public advertisement include those purchases of special or professional services anticipated to cost less than or equal to twenty five thousand dollars shall be made in the manner specified in Section G below.

3. Informal competitive proposal process. For the purchase of special or professional services reasonably anticipated to exceed one thousand dollars (\$1,000.00) but not reasonably anticipated to exceed _____ dollars (\$_____.00), **the Contracting Officer may obtain proposals from no less than three (3) vendors that provide such special or professional services. The Contracting Officer must document the process for the Purchasing Agent. The failure of a vendor which has been requested to provide a proposal to provide one, shall count toward an attempt to get three (3) proposals. With the approval of the Purchasing Agent, the contract shall then be awarded to the lowest responsive, responsible proposer. Contracting Officers are encouraged to utilize the city's internet bidding company's informal service when the purchase is reasonably anticipated to exceed five thousand dollars (\$5,000.00).**

4. Purchases requiring a QBS selection process. In cases where the contracting officer intends to purchase special or professional services that are anticipated to exceed _____ dollars (\$_____.00), a QBS selection process as defined below shall be used for such purchase and the process shall be presented to the BPP for approval.

G. Quality-based selection processes: Requests for Qualifications, Requests for Proposals and Requests for Qualifications followed by a Request for proposals.

1. General application of QBS Processes.

a. A QBS selection process, being a Request for Qualifications, a Request for Proposals, or a Request for Qualification followed by a Request for Proposals may be utilized to pre-qualify bidders for the purchase of special or professional services reasonably anticipated to be in an amount greater than _____ dollars (\$_____.00), where the contracting officer determines that such services are unique or that the nature of the project requires selection criteria primarily influenced by the bidder's knowledge and experience in similar or related projects. The contracting officer's recommendation to conduct a QBS process shall be set forth in writing and submitted to the purchasing agent for approval. A QBS selection panel shall be formed by the contracting officer or otherwise in accordance with official policy of the BPP.

b. The contracting officer shall prepare the public advertisement containing necessary and desirable information for those who might respond to a QBS selection process and the criteria to be used for selection. The advertisement shall be published to the general population in accordance with an Approved Communication Method no less than fifteen (15) days prior to the deadline to submit proposals unless the contracting officer gets approval from the purchasing agent that a shorter time frame is required. A QBS selection panel shall be formed to evaluate the responses, determine the qualified respondents and proceed to make a selection.

c. The QBS selection panel shall review all qualifications submitted and shall, where necessary and practical, interview not less than three respondents (or such lesser number as shall have submitted qualifications so long as the purposes of competitive procurement meeting the best interests of the city is achieved). The QBS selection panel shall evaluate the responses, identify the qualified or pre-qualified respondents. The QBS selection panel shall make a written report of its selection, the criteria used and its recommendation to the board of public purchases, which shall approve or disapprove of the selection process conducted. The use of such QBS processes shall be included in the purchasing agent's quarterly report to the BPP.

d. The city reserves the right to refuse to award or approve a contract with, or purchase from, a proposer as a result of prior facts and circumstances that resulted in increased costs, additional risks or liabilities, or other damage harmful to the best interests of the city for reasons, including, but not limited having been disqualified.

2. Quality-based selection as a final selection process (Request for Qualification).

A Request for Qualification selection process may be utilized in the purchase of special or professional services without seeking price proposals when the contracting officer determines that such services are unique or that the nature of the project requires selection criteria where the knowledge and experience of a bidder in similar or related projects are paramount, and the best interests of the city will be served by the use of such process without considering price as a determining factor in selection. The contracting officer shall then negotiate a proposed contract

with the selected bidder with the assistance of the office of the city attorney, at compensation determined by the contracting officer to be fair and reasonable to the city, considering the estimated value, scope, complexity and professional nature of the services to be rendered. Such selection shall be conducted, documented and recommended to the BPP for approval.

a. After selection, the contracting officer shall then enter into negotiation of a contract, preferably on a form included with the solicitation documents, with the selected vendor with the assistance of the office of the city attorney, using a formula for compensation determined by the contracting officer to be fair and reasonable to the city, considering the scope of the work, the delivery or completion requirements, the complexity and specialized nature of the services to be rendered, and other relevant factors. Such formulas may include, but are not limited to, time and materials with or without a not-to-exceed price, cost of the work plus a fee, lump sum, guaranteed maximum price, and the like. The contracting officer's rationale for selection of a compensation formula shall be made in writing to the purchasing agent prior to entering into negotiations; and

b. Should the contracting officer be unable to negotiate a satisfactory contract with the selected vendor, negotiations shall be terminated in writing; and

c. The contracting officer shall then enter into negotiations with the next most qualified firm identified in the selection process and still interested in the project. Should the contracting officer be unable to negotiate a satisfactory contract with such vendor, negotiations shall be terminated in writing and shall proceed to negotiate with the next most qualified firm, and so on.

3. Quality Based Selection (Requests for proposals).

Except as otherwise authorized in this section, for each purchase of special or professional services in excess of _____ dollars (\$_____.00) where professional qualifications and experience are important but where price remains a factor to be considered in making a selection, such purchase shall be made by Request for Proposal process, as follows:

a. Preparation of the request for proposals. The contracting officer shall prepare a request for proposals. All requirements, terms and conditions, including proposer qualifications desired by the city shall be included in the request for proposals. Whenever possible, a draft contract shall be made a part of the request for proposals or other solicitation documents. The purchasing agent shall assist in the preparation if needed.

b. Solicitation of Requests for Proposals. The purchasing agent shall, in cases where such Request for Proposal was not preceded by a Request for Qualifications by public advertisement, make notice of the request for proposals no less than fifteen (15) working days prior to the deadline to submit proposals, unless the contracting officer determines that a shorter response time is required. Whenever the service requested is so specialized that few appropriate proposers can reasonably be expected to respond to said notice, a public advertisement may also be made in other media appropriate to the nature of the service requested and calculated to result in a greater number of proposals.

c. Evaluation of proposals.

i. The contracting officer and the QBS selection committee shall evaluate all proposals based upon the criteria and requirements stated in the request for proposals, or otherwise in accordance with BPP official policy. For purchases exceeding one hundred thousand dollars (\$100,000.00) the QBS selection panel shall, if possible and practical, conduct personal interviews with the most qualified proposers and in accordance with BPP official policy.

ii. A QBS selection panel shall be formed to review the proposals and make a selection according to pre-established selection criteria and a price proposal. Such selection shall be conducted, documented and recommended to the BPP for approval in the same manner as described above for a Request for Qualifications. The issuance of requests for proposal shall be included in the purchasing agent's quarterly report to the BPP.

iii. The contracting officer or QBS selection panel, as the case may be, shall select the proposer whose proposal is deemed to best provide the services desired, taking into account the requirements, terms and conditions contained in the request for proposals and the criteria for evaluating proposals and, if in excess of _____ dollars (\$_____.00) make application to the BPP for approval or denial of the selection process.

iv. For each purchase of services by Request for Proposal, the contracting officer or QBS selection panel, as the case may be, shall make a written record of all proposals submitted, giving the names of the proposers, indicating the successful proposer, clearly stating the basis for the selection made, and including copies of all proposals and any other documents pertaining to the selection process, and shall submit the same to the purchasing agent for keeping in accordance with the city's records retention policy.

4. Quality Based Selection (Request for qualifications process followed by request for proposals process).

A QBS selection process may be utilized to pre-qualify proposers for the purchase of special or professional services reasonably expected to be in an amount greater than _____ dollars (\$_____.00), where the contracting officer determines that such services are unique or that the nature of the project requires selection criteria primarily influenced by the proposer's knowledge and experience in similar or related projects but that price is also an important factor in making a selection subsequent to pre-qualifying the RFQ respondents. The contracting officer's recommendation to conduct a request for qualifications process followed by a request for proposals process with pre-qualified proposers shall be set forth in writing and submitted to the purchasing agent for approval. A QBS selection panel shall be formed and shall attempt to select a minimum of three qualified respondents to receive a request for proposals. The QBS selection panel shall make a written report of its selection following review of responses to the request for proposals, the criteria used and its application to the board of public purchases for approval of the selection process. The issuance of such pre-qualification process followed by a request for proposal process shall be included in the purchasing agent's quarterly report to the BPP.

H. Multiple Vendor Procurements.

1. Selection Process:

With the prior approval of the Purchasing Agent, goods, general services, special or professional services that are known to be frequently purchased or utilized by the city throughout the course of a year, but the actual frequency of which and/or the ability of the vendor to render goods or services cannot be determined, may be procured through a Multiple Vendor Bid or a Multiple Vendor Quality Based Selection Process. A Multiple Vendor Bid or a Multiple Vendor Quality Based Selection Process shall follow the procurement guidelines for a general bid or Quality Based Selection Process with the following exceptions:

- a) The bid or request shall specify an exact number of vendors (3 unless the Purchasing Agent agrees otherwise) that are anticipated to be chosen in the solicitation;
- b) That exact number of vendors shall not be altered unless a lesser amount of vendors respond or a lesser number of vendors are deemed responsive, responsible or qualified.

2. Utilization Process:

Once the exact number of vendors are selected and are awarded contracts or purchase orders based upon the solicitation, the Purchasing Agent shall produce for the relevant departments the list of selected vendors and their reflective pricing. The vendor with the lowest reflective pricing shall be the first contacted by any Contract Officer wishing to procure those goods or services pursuant to this solicitation. Only for good cause shown and as approved by the Purchasing Agent (good cause includes vendor's inability in time or resources to satisfy the city's needs), the Contract Officer then may proceed, in price order, up the list of the selected vendors.

I. Waivers of competitive processes.

1. Waiver of competitive bidding for critical emergency purchases.

Critical emergency purchases shall be limited to those purchases reasonably necessary, and only for such duration, as may be required to meet the emergency circumstances as defined above. The mayor shall consider the matter and issue a mayoral bid waiver if appropriate, or in his/her absence the council president shall consider and decide such matter. Time permitting and if appropriate, the contracting officer shall set forth in writing to the purchasing agent the reasons why public advertising and competitive bidding or other competitive process otherwise required by this section should be waived. Time permitting, the purchasing agent shall consider the request and the reasons therefore and if deemed reasonable, make written recommendation to the mayor to grant such a waiver. Due to the critical nature of these types of purchases, if time does not allow the contracting officer to set forth the reasons in writing or the purchasing

agent to make a written recommendation to the mayor in advance, such shall be done in writing within five (5) business days after the purchase is made.

2. Waiver of competitive bidding for qualified purchases.

a. Purchases other than critical emergency purchases may be made without competitive bidding or other competitive processes otherwise required by this section for the following reasons:

i. Only one qualified or available vendor or sole source can be identified through reasonable efforts, for example, where only one vendor is authorized or certified to do such work, where parts are available only through a single dealer or distributor, or where the work is proprietary or relates to products that are proprietary and cannot be substituted without adverse effects or complications.

ii. Single source procurements are not subject to the provisions of this ordinance when documented by the contract officer and approved by the purchasing.

iii. Purchase from a special source, including but not limited to a sale, purchasing plan, government discount or trade-in allowance, will provide a lower cost than that which would result from a competitive process.

iv. Time is a critical factor and such purchase could not have been previously anticipated through proper advance planning.

v. The purchase involves items the prices of which are federal or state regulated.

viiivii

vi. The purchase is required to come immediately into compliance with federal, state or local laws or codes.

vii. The purchase is necessary to avoid complete loss of funds made available by non-city public and private funding sources.

b. The contracting officer shall request a waiver of competitive bidding for a qualified purchase in writing and submit it to the purchasing agent. Such request shall identify any/all reasons as described above as to why such purchase shall be done as a qualified purchase, the selection of the particular vendor or contractor, and any other pertinent details. In addition, the contracting officer shall also submit an "Integrity Affidavit" to the purchasing agent which attests that the contracting officer has no personal or business relationship with the vendor or contractor being selected for the qualified purchase and attesting to all reasonable attempts to receive best value for the city.

c. The purchasing agent shall review the written request of the contracting officer and determine whether a qualified purchase is appropriate and, if so, shall make a written recommendation to the Chief Administrative Officer ("CAO") to grant such waiver. The CAO

shall review the recommendation of the purchasing agent and shall provide his/her approval of such waiver to the purchasing agent.

d. If the purchasing agent denies the qualified purchase, he/she must provide a written explanation to the contracting officer and the CAO. The contracting officer has the right to appeal such decision to the BPP within thirty (30) days of such denial.

e. Purchasing agent will report on all approved qualified purchases quarterly to the BPP, Mayor, City Council, Director of Finance, and Office of Policy and Management.

J. Duties of the purchasing agent; contracting officers; board of public purchases.

1. Purchasing agent. The purchasing agent has the primary responsibility for working with contracting officers concerning the content of public advertisements and the general content of all solicitation documents and specific city requirements, issuance of public advertisements for all competitive bids and QBS selection processes and such other responsibilities set forth in the charter or ordinances or established by the BPP. The purchasing agent is responsible for reporting all material exceptions, deviations from or violations of this section to the mayor, the city council, the director of finance, the office of policy and management and the BPP within fourteen (14) days of learning of such matter. The purchasing agent has the responsibility to provide quarterly reports as defined in Section N herein. The purchasing agent also has the responsibility to make recommendations on approvals for mayoral bid waivers or qualified purchase waivers as described above. It is also the responsibility of the purchasing agent to receive and open all sealed bids within the established timeframes and to exclude any vendors that miss such deadlines.

2. Contracting officer. The contracting officer, directly or through his/her designee, has primary responsibility for protecting the legal interests of the city by ensuring that, with the advice of the city attorney, the city's legal rights and remedies are protected in connection with such purchase. The contracting officer also has the primary responsibility to develop the technical requirements and other project-specific needs for inclusion in the solicitation documents, to disclose the selection process and criteria to be used, to specify the legal requirements for the contractual relationship with the bidder including, wherever possible, the form of contract to be entered into, and the like. The contracting officer is further responsible to ensure that he/she has authority to make the subject purchase, the resulting contract has received all city approvals required and, upon the execution of any contract, original executed documents or true and complete copies are distributed promptly to the finance department and the city attorney. It is also the primary responsibility of the contracting officer or his/her designee to attend to the details of the purchase and the administration of the relationship with the selected vendor over time, including but not limited to ensuring that: the contract is adhered to; problems, disputes, events of default and the like are properly documented and promptly brought to the attention of the city attorney for advice or action; all insurance policies and security (e.g., cash deposits, bonds, letters of credit, guarantees) remain current, up-to-date and in place for the city's benefit; and the contract documentation and close-out thereof, including where appropriate, obtaining all lien waivers and final releases, guarantees, operating and service manuals, employee training etc., is completed. The contracting officer has primary responsibility to follow any/all city purchasing

policies and procedures, including such procedures for acquiring purchase orders and processing payments of vendor invoices. The contracting officer also has the primary responsibility to adhere to the city's code of ethics and ethics policy especially as it may relate to the full disclosure and exclusion of themselves from the procurement process in the event they have a personal or business relationship with the selected vendor or the type of procurement which may be perceived as capable of or could actually affect his/her decision making.

3. Board of public purchases. The BPP shall be familiar with purchasing department operations and other city operations involved in the purchasing process, and shall perform the responsibilities assigned to it in the Charter, ordinances and this section. Such responsibilities include, but are not limited to, hearing appeals of bid protests, hearing appeals from decisions of the purchasing agent, reviewing appeals from decisions regarding vendor disqualification, establishing official purchasing policies, working rules and regulations, evaluating periodic reports from the purchasing agent, taking appropriate action where required, and otherwise ensuring that the purchasing process operates as intended. The BPP shall circulate any proposed official policy, working rule or regulation for review and comment to the purchasing agent, the mayor, the city council, the department of finance, the office of policy and management, and the city attorney thirty (30) days in advance of its intent to adopt, and shall not vote to adopt such proposal until it has received and considered comments during such thirty (30) day period.

K. Contract requirements.

Contract required. A written contract between the city and a bidder is required for any purchase that exceeds _____ dollars (\$_____.00). Such requirement may be satisfied with a contract form included in the solicitation documents and executed by the parties, a contract negotiated and executed by the parties after award, or by the standard terms set forth on the city's purchase order form acceptable to the office of the city attorney, as the same may be amended from time to time. Except for purchases where the contract is contained on the purchase order, any other contract shall be reviewed and approved as acceptable by the office of the city attorney. The contract officer, with the advice of the city attorney and/or by the city's risk manager will determine where insurance, indemnification, guarantees, bonds or other security is required, and by other appropriate city departments, and such contract shall be signed by the mayor or other designee in the manner authorized by the city council, provided, however, that, with respect to contracts resulting from a competitive bidding process, the purchasing agent is authorized to execute such contracts in consultation with the office of the city attorney.

2. Contract approval; material modifications. All contracts for material modification purchases that exceed _____ dollars (\$_____.00) shall require city council approval, with the following exceptions:

a. In cases where this section allows the terms of the contract to be contained on the purchase order, which does not require the execution of additional contract document, the purchasing agent is authorized to sign all contracts that result;

b. In cases where this section authorizes the purchasing agent to sign all contracts that result from the competitive bidding process;

c. In cases involving consolidated purchasing, the purchasing agent is authorized to sign all contracts that result;

d. In cases where a critical emergency purchase is authorized, the mayor or his designee is authorized to sign all contracts that result; and

e. In cases where a qualified purchase is authorized, the mayor or his designee is authorized to sign all contracts that result.

If material modifications in the scope, time or price of the contract are desired after signing, except in the case of a construction contract or other contract that provides by its terms for the submission, consideration, rejection or approval of changes in scope, time or price, which changes are of the type that were not anticipated at the time of bid and result from unforeseen conditions, changes in law, latent defects in solicitation documents and similar changed circumstances, such material modifications shall require written approval by and signature of the mayor in consultation with the director of finance, the director of the office of policy and management, and the office of the city attorney, unless the BPP has adopted an official policy governing the procedure for dealing with material changes.

3. Contract extensions.

a. The contract time for performance in contracts having an original value of greater than one hundred thousand dollars (\$100,000.00) that resulted from a QBS selection process, critical emergency purchase or qualified purchase may not be extended unless the contracting officer certifies in writing to the purchasing agent the necessity of such extension and that no significant additional cost to the city will result. If the purchasing agent approves such request, such extension may not exceed six months, except for construction contracts where the contract contains provisions for changes in schedule, including suspension of work, which shall govern the duration of any such extension.

b. Any purchase that results from competitive bidding or a QBS process may be extended beyond the contract time period for up to one additional year from the date of contract expiration without additional bidding for one or more of the following reasons;

i. The vendor is the sole qualified or available provider. This shall include sole source or proprietary service/maintenance contracts for existing equipment and vehicles.

ii. Additional competitive bidding or QBS process would result in an increase in cost or significant disruption of city operations. Employee benefits contracts with third-party providers and administrators are included in this category.

iii. An option to extend the contract term is included in the solicitation documents or the executed contract.

c. The contracting officer is responsible to give written notice to the purchasing agent of such extensions, the purchasing agent shall keep a record of every contract extension, and shall include such extensions in his/her quarterly report to the BPP.

4. Additional purchases from a vendor prohibited. The contracting officer shall not purchase any item of goods or services from a vendor that was not of the type or closely related to the goods or services described in the solicitation documents or the contract. Purchase of different goods or services from such vendor shall require a separate procurement process.

L. City right to set-off delinquent property taxes owed.

1. Right of set-off. Pursuant to C.G.S. § 12-146b, as amended, the city has the right to set-off against any payment due to a vendor or to withhold payment from any vendor if any taxes levied by the city against any vendor or its property, both real and personal, are delinquent, provided, however, that no such amount withheld shall exceed the amount of tax, plus penalties, lien fees and interest outstanding at the time such set-off or withholding of payment occurs. Any vendor that has either been selected by competitive bidding process, has signed a contract or has obtained a purchase order hereby authorizes the city to execute such set-off or to withhold such payment from amounts otherwise due to the vendor.

2. Authority to set-off. Upon the tax collector's issuance of any delinquent tax list, the contracting officer or the comptroller shall have the authority to set-off against any payment due to a vendor or to withhold payment to such vendor the amount of any delinquent taxes due, together with penalties, lien fees and interest outstanding.

M. Purchases through state and federal contracts, cooperative agreements between municipalities and the like.

1. Use of other bid lists. Procurements obtained by competitive bidding or QBS processes conducted by the State of Connecticut, the United States of America, or through cooperative associations or agreements between and among municipalities may be utilized when the purchasing agent determines, in writing to the BPP, that utilization of such procurements would be in the best interests of the city; provided, however, that either the purchasing agent shall issue guidelines for the proper utilization of such procurements or the BPP shall adopt an official policy for the proper utilization of such purchases. The purchasing agent shall be responsible for the proper utilization of such other bid lists and cooperative agreements and shall take proper precautions to prevent misuse as he/she may deem to be in the best interests of the city.

N. Consolidated purchasing.

1. Commonly used goods, general services, special and professional services. The purchasing agent may make purchases that are commonly used by several departments, where the total

annual purchase for each type of goods or services anticipated to be used by such departments in order to achieve the best price.

2. Exclusions from consolidated purchasing. The purchasing agent may exclude purchases from the requirements of consolidated purchasing, provided that the contracting officer submits a written request with justification for exclusion from consolidated purchasing and the purchasing agent makes a written determination that:

a. no significant cost savings; other efficiencies or benefits can be achieved through consolidated purchasing; or

b. the unique requirements of such purchase require that such purchase be made separately from consolidated purchasing.

3. Requirements contracts; price agreements. The purchasing agent may, at his/her discretion, purchase specific items under one procurement by procuring a master requirements contract or a price agreement under which city departments may obtain goods or services directly from the vendor. In selecting such a vendor, the total cost of all goods or services at the expected quantities or dollar values to be purchased shall be used in determining the total cost of the proposal or bid and the selection shall be made on the basis of best value.

4. Planning for anticipated needs. The purchasing agent shall solicit from the various departments and contracting officers their anticipated requirements for goods and services prior to each fiscal year and, as appropriate, shall invite representatives of various departments to determine specifications for items of goods or services to be obtained using consolidated purchasing for their common needs.

O. Exemptions from this section.

1. The sale or purchase of energy commodities are not subject to the provisions of this ordinance, however, any provider of a energy commodities that seeks to do business with the city must meet the threshold requirements of a responsive and responsible bidder under this section.

2. Procurements which are not subject to the provisions of this ordinance pursuant to express City Charter authority or funding source direction are exempt hereunder.. However, any provider must still meet the threshold requirements of a responsible vendor for the goods and/or services requested.

P. Reports.

1. Reports by the Purchasing Agent. Quarterly reports. The purchasing agent shall prepare a written and digital quarterly report within thirty (30) days after the close of each calendar quarter ending in the months of September, December, March and June in a fiscal year, and shall notice the reports' availability to the BPP, with copies to the mayor, the city council, the department of

finance, and the office of policy and management. Said reports shall contain, to the extent then technology in place will allow, information about the following activities:

- a. Purchases made by the competitive bidding process;
- b. Purchases made by the competitive proposal process;
- c. Waivers granted from competitive bidding or competitive proposal processes, including critical emergency purchases, mayoral bid waivers issued and qualified purchases;
- d. Waivers granted from informal bid and proposal processes;
- e. Purchases made through federal or state bid lists or through cooperative purchasing arrangements with associations or other municipalities;
- f. Violations or suspected violations of this section; and
- g. Other activities required to be reported to the BPP herein.
- h. A list of all purchases made by the purchasing agent shall be filed annually with the city clerk.

2. For each purchase of services by QBS selection process, the contracting officer or QBS selection committee, as the case may be, shall make a written report of all such purchases to the BPP, the city council, the mayor, the office of policy and management, and the finance department. The purchasing agent shall make a record of all proposals submitted, giving the names of the proposers, indicating the successful proposer, clearly stating the basis for the selection made, the basis for the award made by the BPP, including the originals of all proposals and any other documents pertaining to the selection process, and shall keep the same in accordance with the city's records retention policy.

Q. Audit.

The city's auditors shall conduct an audit of purchasing activities every three years or as otherwise directed by the Finance Director. Notwithstanding this requirement, the department of finance, office of policy and management or the mayor may request an independent auditor to perform an audit of city purchases.

R. Violations and penalties.

Any deliberate, willful attempt to violate or circumvent the purchasing process established by this section shall be a violation of the city's code of ethics, as the same may be amended from time to time, and shall be dealt with as appropriate by the ethics commission. Any decision by the ethics commission shall not prohibit the city from pursuing its other legal rights and remedies in connection with such violations.

S. Purchases requiring use of other procedures.

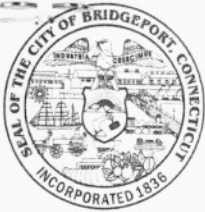
Notwithstanding the provisions of this section, with regard to any purchase that is funded in whole or in part by federal or state grant funding or other assistance where the city is the applicant

or directly or indirectly benefits therefrom, or as a condition of such funding or assistance the city is required to follow the grantor's procurement rules and regulations, such other procurement rules and regulations shall be followed in lieu of the purchasing processes described in this section.

T. Records retention.

All records of purchases made and related activities shall be retained in accordance with state of Connecticut guidelines for retention of public records.

U. Mandated contract terms incorporated by reference. All terms required by law to be inserted in a contract for particular purchases or purchases in general, including but not limited to equal employment opportunities, affirmative action goals, and the like, shall be deemed to be incorporated by reference into any contract described in this section as if fully such terms are set forth therein. (Rev. / /1__ ; Ord. dated 6/16/03). *Effective Upon Publication.*



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7130

JOSEPH P. GANIM
Mayor

JOE C. TIAGO
Deputy Director Public Facilities

***COMM. #217-15 Referred to: Public Safety and Transportation
Committee on 11/07/2016.***

November 1, 2016


Lydia Martinez
City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

Re: Sidewalk Repair Pilot Program

Dear Madam Clerk:

Please find attached 13 copies of this original correspondence and proposed resolution for consideration by Council. If you could kindly add this matter to the City Council agenda for November 7, 2016 for referral to the ***Public Safety and Transportation Committee***, it would be most appreciated.

SINCERELY,
DEPARTMENT OF PUBLIC FACILITIES


By: _____
Its: _____

cc. Mayor Joseph P. Ganim
Daniel Roach, Chief of Staff
John Gomes, Chief Administrative Officer
John Ricci, Director of Public Facilities
Lisa Trachtenburg, Associate City Attorney

RECEIVED
CITY CLERK'S OFFICE
2016 NOV - 1 P 3:15
ATTEST
CITY CLERK _____

RESOLUTION

(Sidewalk Repair Program)

WHEREAS, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

WHEREAS, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

WHEREAS, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs for the repair; and

WHEREAS, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

WHEREAS, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

WHEREAS, the pilot program the City wishes to undertake will encourage homeowners to identify sidewalks in need of repair on their respective properties to participate in the program where the City will, in accordance with Chapter 11 of the City Charter and Title 12 of the Bridgeport Municipal Code, issue an order to the homeowner to repair within thirty (30) days and/or execute that portion of the notice which waives the thirty (30) day notice with request that the City proceed to attend to the repairs, for which the homeowner will be invoiced for fifty (50%) of the cost of said repair(s); the City will absorb the other fifty (50%) percent of the cost of the repair(s) for total repairs under the pilot program to be approximately Three Million (\$3,000,000.00) Dollars; and

WHEREAS, those residents which qualify for the Senior Citizen and Social Security Disability Tax Relief Program will also be afforded the opportunity to apply the standard credit toward the homeowner's fifty (50%) percent repair costs; and

WHEREAS, the pilot program will endeavor to start with sidewalk sections in the worst state of disrepair, proceeding as time and funding will allow; and

WHEREAS, the Director of Public Facilities will direct inspections of the sidewalks to be repaired and present an estimate for the costs thereof to the homeowners and the Council; and

WHEREAS, the City Administration will cause periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should the respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice; and

WHEREAS, as the program progresses, other affected repairs and estimated costs for repair will be periodically presented to Council for lien approval; and

WHEREAS, the City's intent is not to foreclose on the parcels once a lien is in place, but to wait for sale or foreclosure for repayment, while notifying the mortgagees and insurance companies of the presence of the lien and the continuing debt; and

WHEREAS, if the pilot program proves successful, it is the City's intent to pursue additional funding sources to establish an on-going program offering continued assistance toward homeowners' financial obligations to keep their sidewalks in good repair.

NOW, THEREFORE, in furtherance of public safety and the need for a City wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with the sidewalk repair pilot program and to the extent the City cause's participants' sidewalks to be repaired, to absorb fifty (50%) percent the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and to invoice the homeowner(s) for the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 10% of the estimates as set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property(ies), providing however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel.



OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
 CITY CLERK'S OFFICE
 2016 NOV - 1 P 3:54
 ATTEST
 CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	218-15		
Submitted by Councilmember(s):	Eneida L. Martinez		
Co-Sponsors(s):	James Holloway	Choose an item.	Choose an item.
District:	139TH		
Subject:	Honorary Street Naming of Bishop Avenue "Jimmie W. Jones Way"		
Referred to:	Public Safety and Transportation Committee		
City Council Date:	November 7, 2016		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

WHEREAS, Jimmie W. Jones, the son of retired Bridgeport fire fighter Charlie Jones, was a life-long resident of the city of Bridgeport, graduate of Bullard Havens Technical High School, and followed in his father's footsteps by becoming a fire fighter in the Bridgeport Fire Department, where he served for eight years in Fire Engine Company No. 6; and

WHEREAS, a joy, great man, and hero to all who knew him this young city fire fighter tragically lost his life in an off duty car accident on Bishop Avenue in May of 2016; and

WHEREAS, Jimmie Jones was a loving son to his parents and brothers, a compassionate father to his son, a caring uncle, a loving companion, and a dedicated and hard worker for the City of Bridgeport his presence is greatly missed by his family and the community; and

WHEREAS, Jimmie Jones the fire fighter was an active member of the Bridgeport Firebirds, and proud every day he put his uniform on, he will never be forgotten by his brothers in Fire Engine Company No. 6, some of whom were called to the scene of the accident; and

WHEREAS, the loss of this public servant, father, brother, son, and colleague has been a devastating blow to all and it has been difficult to determine what we can do to help comfort the family, heal a grieving community and lift the spirits of his comrades; and

WHEREAS, we do believe that a strong and caring community shows compassion for those suffering the pain of loss by working together to help lift the heavy burden from all; and

NOW THEREFORE, BE IT RESOLVED we celebrate the life of Jimmie W. Jones by coming together as a community to support the Jones family, and our fire fighters who without any second thought will risk and give their lives to protect all of us at any moment, by designating Bishop Avenue as "**Jimmie W. Jones Way**" with signage to be placed above the corner street signs at its intersection with both Connecticut Avenue and Barnum Avenue.

- Three Attachments -



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	--------------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	--------------

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)



115 Bishop Ave
Bridgeport, Connecticut
Street View - Nov 2015







OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED
 CITY CLERK'S OFFICE
 2016 NOV 2 A 10:45
 ATTEST
 CITY CLERK

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	#219-15		
Submitted by Councilmember(s):	Milta I. Feliciano		
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.
District:	137TH		
Subject:	Proposed amendment to Section 15.08.020 of City of Bridgeport Municipal Code		
Referred to:	Ordinance Committee		
City Council Date:	November 7, 2016		

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Whereas, solar panel installations are a viable method for stabilizing and reducing homeowner's energy use and therefore, monthly utility bill; providing greater financial stability, accurate financial planning, and real savings;

Whereas, the real savings from solar panel installations can be applied to outstanding tax debts;

Whereas, solar panel lease and power purchasing agreements require no upfront payment and the property owner is not making a financial contribution to their property in lieu of outstanding taxes;

Whereas, Section 15.08.020 is a voluntary exertion of a power granted by C.G.S § 7-148(c)(2)(B) and not a state mandate;

Therefore, be it resolved, that exemptions to Section 15.08.020 of the City of Bridgeport Municipal Code, withholding building permits due to delinquent taxes, include an exemption for building permits requested for third party-owned or leased energy installations and related equipment on residential properties.

Bridgeport City Ordinance regarding tax delinquency & building permits:

15.08.020 - Building permits to be withheld due to delinquent taxes and user fees.

In the event that a building permit is requested to be issued on any property within the city of Bridgeport and there are delinquent taxes or delinquent sewer use charges on such property, the building official shall withhold the issuance of such permit until the delinquent property taxes, interest, lien fees and sewer use charges are paid in full.

- A. Whenever a building permit is requested for any property in the city of Bridgeport, the building official or his/her designee shall make inquiry with the office of the tax collector to ascertain as to whether or not there are any delinquent taxes, interest or lien fees owed on such property, and with the Water Pollution Control Authority ("WPCA") to ascertain as to whether or not there are any delinquent sewer use charges owed on such property. The building official may accept a current paid tax bill or sewer use bill as proof that no such delinquent taxes or sewer use charges are owned, in lieu of such inquiry.



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)

Proposed amendment to Section 15.08.020 of City of Bridgeport Municipal Code:

Whereas, solar panel installations are a viable method for stabilizing and reducing homeowner's energy use and therefore, monthly utility bill; providing greater financial stability, accurate financial planning, and real savings;

Whereas, the real savings from solar panel installations can be applied to outstanding tax debts;

Whereas, solar panel lease and power purchasing agreements require no upfront payment and the property owner is not making a financial contribution to their property in lieu of outstanding taxes;

Whereas, Section 15.08.020 is a voluntary exertion of a power granted by C.G.S § 7-148(c)(2)(B) and not a state mandate;

Therefore, be it resolved, that exemptions to Section 15.08.020 of the City of Bridgeport Municipal Code, withholding building permits due to delinquent taxes, include an exemption for building permits requested for third party-owned or leased energy installations and related equipment on residential properties.

Bridgeport City Ordinance regarding tax delinquency & building permits:

15.08.020 - Building permits to be withheld due to delinquent taxes and user fees.

In the event that a building permit is requested to be issued on any property within the city of Bridgeport and there are delinquent taxes or delinquent sewer use charges on such property, the building official shall withhold the issuance of such permit until the delinquent property taxes, interest, lien fees and sewer use charges are paid in full.

- A. Whenever a building permit is requested for any property in the city of Bridgeport, the building official or his/her designee shall make inquiry with the office of the tax collector to ascertain as to whether or not there are any delinquent taxes, interest or lien fees owed on such property, and with the Water Pollution Control Authority ("WPCA") to ascertain as to whether or not there are any delinquent sewer use charges owed on such property. The building official may accept a current paid tax bill or sewer use bill as proof that no such delinquent taxes or sewer use charges are owed, in lieu of such inquiry.
- B. Once the chief building official has made an inquiry regarding a property's tax status and sewer use status, the tax collector and/or WPCA shall certify this information, in writing, which may include email confirmation or the use of building permit tracking software. Upon receiving certification that there are outstanding taxes, or interest, or lien fees, or sewer use charges on a subject property, the building official shall withhold the building permit until the delinquent taxes, interest, lien fees and delinquent sewer use charges are paid in full and acceptable proof of payment has been given to the building official or until a payment schedule for such delinquent taxes, interest, lien fees and sewer use charges has been agreed to by the tax collector in accordance with established practices and procedures permitted by ordinance.
- C. In the event that a delinquent taxpayer pays the outstanding taxes, interest, lien fees and sewer use charges, the tax collector and/or WPCA shall issue a release. Such release shall be

considered adequate proof that all outstanding taxes and sewer use charges, together with any interest and lien fees concerning such property have been paid to the city.

- D. Exceptions. This section shall not apply in situations where the property is the subject of a tax appeal and the taxpayer has made the minimum tax payments required by Section 12-118 of the Connecticut General Statutes. Nor shall this section apply in situations where a building permit is required to permit compliance with an order for repair/improvement issued by the judicial branch of the state of Connecticut, housing session. Nor shall this section apply in situations where a building permit is required for the purpose of the construction or installation of an access ramp or any other mechanism or equipment designed to aid or assist someone with access due to a disability where tax arrearage payment arrangements are in effect, current and scheduled to be completed within six months.

Item# *170-15 Consent Calendar

Amendments to the Municipal Code of Ordinances,
Title 3 - Revenue and Finance, amend to add New
Chapter 3.70 - Event Admissions Surcharge.



**Report
of
Committee
on
Ordinances**

City Council Meeting Date: NOVEMBER 7, 2016

Attest: *Lydia N. Martinez*

Lydia N. Martinez City Clerk

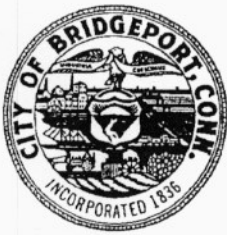
Approved by:

Joseph P. Ganin
Joseph P. Ganin, Mayor

11/7/16

Date Signed:

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 10 P 3:21
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *170-15 Consent Calendar

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Title 3 – Revenue and Finance is hereby amended to include the following New Chapter 3.70 – Event Admissions Surcharge.

(NEW) Chapter 3.70 – EVENT ADMISSIONS SURCHARGE

Sections:

- 3.70.010 Imposition of surcharge.**
- 3.70.020 Enforcement.**
- 3.70.030 Filing return.**
- 3.70.040 Appeals.**
- 3.70.050 State law adopted.**
- 3.70.060 Effective Date.**

Sec. 3.70.010 – Imposition of surcharge.

There is hereby imposed a surcharge of five percent of the admission charge to any place of amusement, entertainment or recreation within the City of Bridgeport, as defined in subsection (3) of Section 12-540 of the Connecticut General Statutes, except when the admissions charge is not more than ten dollars. The amount of any such surcharge shall be in addition to any tax otherwise applicable to such admission charge, except that no surcharge shall be imposed on a facility if (1) there is imposed a surcharge on such facility pursuant to Section 12-579 of the Connecticut General Statutes, or (2) all of the proceeds from the event inure exclusively to an entity which is exempt from federal income tax under the Internal Revenue Code, provided such entity actively engages in and assumes the financial risk associated with the presentation of such event.

The surcharge shall be imposed on the facility at which such event takes place, and reimbursement for the surcharge shall be collected from the purchaser upon payment of the admission charge. The surcharge, when added to the admission charge, shall be a debt from the purchaser to the facility and shall be recoverable at law. The facility shall remit the total amount of all surcharges imposed pursuant to this section to the Tax Collector in accordance with Section 12-581 of the Connecticut General Statutes. Any surcharge imposed shall be subject to the provisions of Chapter 226a of the Connecticut General Statutes in the same manner as a tax imposed pursuant to said chapter.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. *170-15 Consent Calendar

-2-

Sec. 3.70.020 - Enforcement.

This chapter shall be administered by the Tax Collector of the City of Bridgeport. All forms necessary or convenient for the enforcement of this chapter shall be prescribed, printed, and furnished by the Tax Collector. The Tax Collector shall enforce all rules and regulations adopted by the State Tax Commissioner relating to the administration and enforcement of this chapter.

Sec. 3.70.030 - Filing return.

Each person subject to a surcharge imposed under this section shall file a return on or before the twentieth of each month setting forth the amount of surcharge due for the preceding month and such additional information as the Tax Collector may require. Payment of such surcharge shall accompany each return. Any person subject to such surcharge failing to file a return and pay the surcharge when due is liable for a penalty of ten dollars, or ten percent of the surcharge due, whichever is greater. In addition, there shall be added interest at the rate of one and one-half percent per month from the date of the return until date of payment. The Tax Collector, if satisfied that the failure to comply with any provision of this section was due to reasonable cause, may abate or remit the whole or part of any penalty.

Sec. 3.70.040 - Appeals.

Any taxpayer aggrieved because of any order, decision, determination or disallowance of the Tax Collector under the provisions of this chapter may, within one month after service upon the taxpayer of notice of such order, decision, determination or disallowance, take an appeal there from to the superior court for the judicial district in which such municipality is located, which shall be accompanied by a citation to such Tax Collector to appear before such court. Such citation shall be signed by the same authority, and such appeal shall be returnable at the same time and served and returned in the same manner as is required in case of summons in a civil action. Such appeals shall be preferred cases to be heard, unless, cause appears to the contrary, at the first session by the court or by a committee appointed by it. The court may grant such relief as may be equitable and, if such tax has been paid prior to the granting of such relief, may order the city to pay the amount of such relief, with interest at the rate of six percent per annum, to the aggrieved taxpayer. If the appeal has been taken without probable cause, the court may tax double or triple costs, as the case demands; and, upon all such appeals which may be denied, costs may be taxed against the appellant at the discretion of the court, but no costs shall be taxed against the city.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Ordinances
Item No. *170-15 Consent Calendar

-3-

3.70.050 - State law adopted.

The provisions of Public Act No. 16-3, Sec. 186, as may be amended from time to time, are incorporated in this chapter and made a part hereof.

3.70.060 - Effective Date.

The provisions of this ordinance shall take effect starting on January 1, 2017.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
ORDINANCES

Eneida L. Martinez, D-139th, Co-Chair

Jose R. Casco, D-136th, Co-Chair

Michelle A. Lyons, D-134th

Mary McBride-Lee, D-135th

Kathryn M. Bukovsky, D-130th

Jack O. Banta, D-131st

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

City Council Date: November 7, 2016

Item# *182-15 Consent Calendar

Petition request by Stan Cichy from Ginsburg Development Companies, LLC re: Installation of Canopy at the Main Entrance Located at 955 Main Street (City Trust Building) pursuant to Section 12.16.110 of the Municipal Code of Ordinances.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: November 7, 2016

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

Approved by: *[Signature]* 11/9/16
Joseph P. Ganim, Mayor

Date Signed: _____

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 10 P 3 21
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

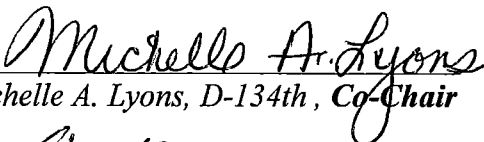
To the City Council of the City of Bridgeport.

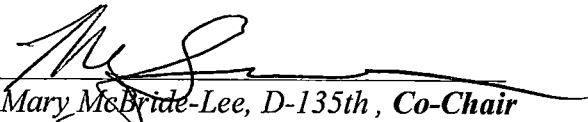
The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *182-15 Consent Calendar


BE IT RESOLVED the Petition request by Stan Cichy, Project Manager from Ginsburg Development Companies, LLC for an installation of a Canopy at the Main Entrance Located at 955 Main Street (City Trust Building) pursuant to Section 12.16.110 of the Municipal Code of Ordinances be and hereby is, approved, ratified and confirmed.


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

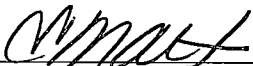

Michelle A. Lyons, D-134th, Co-Chair

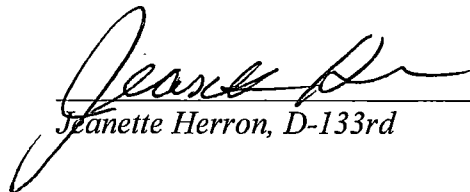

Mary McBride-Lee, D-135th, Co-Chair


Jack O. Banta, D-131st

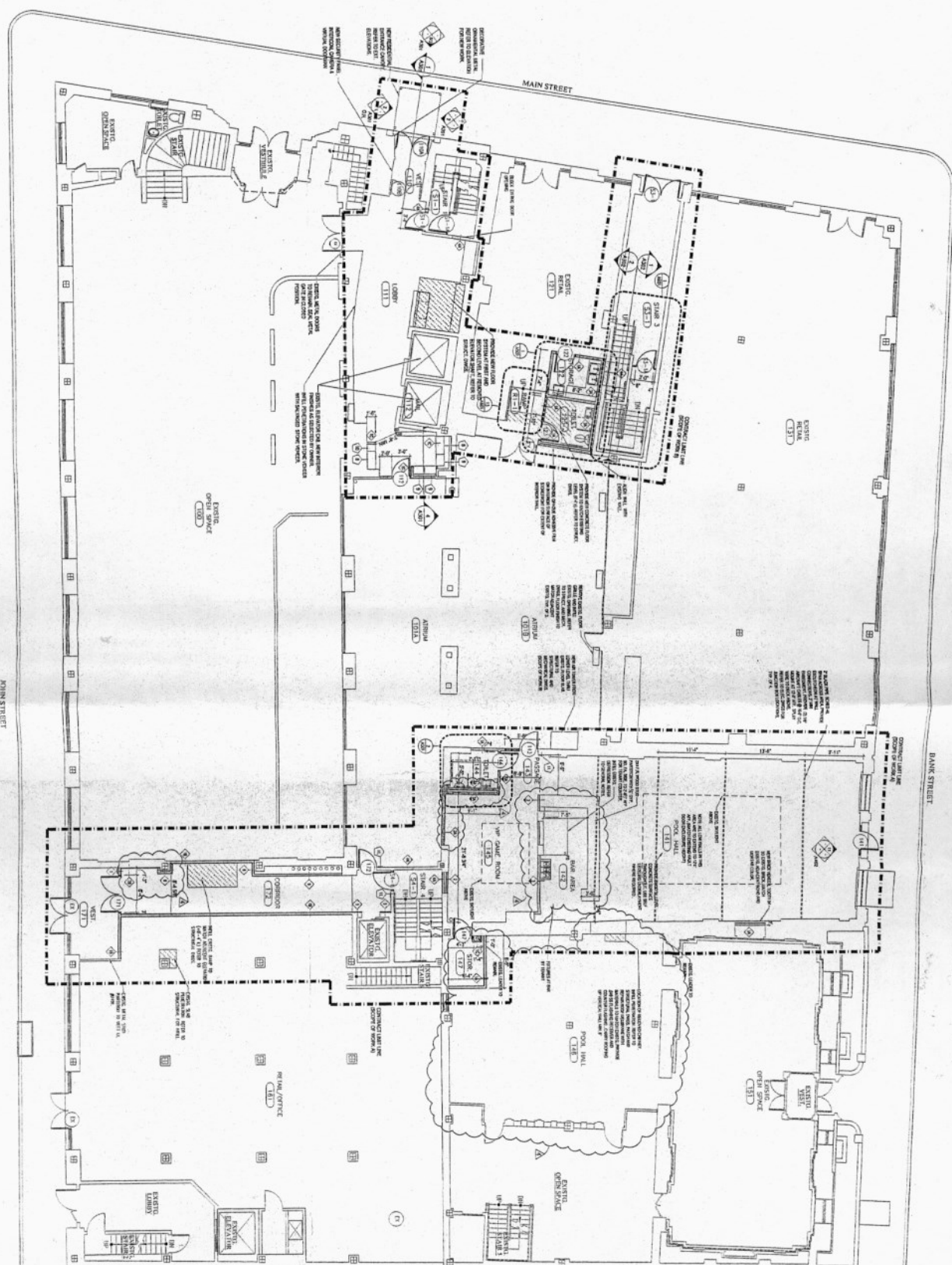

Richard D. Salter, Sr., D-135th


Kathryn M. Bukowsky, D-130th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: November 7, 2016



1 FIRST LEVEL FLOOR PLAN
SCALE 1/4" = 1'-0"

GENERAL NOTES

- A THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS, FIELD AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
- B EACH TRADE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS AND FOR COORDINATING THE WORK WITH THE OTHER TRADE CONTRACTORS.
- C ACCESS PANELS WHICH ARE REQUIRED BY THE ARCHITECT SHALL BE INSTALLED IN SUCH A MANNER AS TO BE REMOVED FOR ACCESS TO THEIR EQUIPMENT - LOGS SHALL BE PROVIDED FOR THE ARCHITECT FOR RECORD AND TO BE INSTALLED IN THE ORIGINAL AND CEILING PATTERNS AND CEILING.
- D ** WORK BEING DONE ON THE INTERIOR SHALL BE AT LEAST 24 HOURS BEFORE THE WORK BEGINS.
- E AT LEAST 24 HOURS BEFORE WORKING WALLS TO BE REMOVED OR NEW WALLS TO BE INSTALLED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF NEW WORK FRAME, JOISTS IN NEW WORKING TO BE REMOVED, AND NEW WORKING TO BE PROVIDED.
- F NEW HALLWAY REFER TO DRAWING 4/2001
- G NEW HALLWAY REFER TO DRAWING 4/2001
- H NEW HALLWAY REFER TO DRAWING 4/2001
- I NEW HALLWAY REFER TO DRAWING 4/2001
- J NEW HALLWAY REFER TO DRAWING 4/2001
- K NEW HALLWAY REFER TO DRAWING 4/2001
- L NEW HALLWAY REFER TO DRAWING 4/2001
- M NEW HALLWAY REFER TO DRAWING 4/2001
- N NEW HALLWAY REFER TO DRAWING 4/2001
- O NEW HALLWAY REFER TO DRAWING 4/2001
- P NEW HALLWAY REFER TO DRAWING 4/2001
- Q NEW HALLWAY REFER TO DRAWING 4/2001
- R NEW HALLWAY REFER TO DRAWING 4/2001
- S NEW HALLWAY REFER TO DRAWING 4/2001
- T NEW HALLWAY REFER TO DRAWING 4/2001
- U NEW HALLWAY REFER TO DRAWING 4/2001
- V NEW HALLWAY REFER TO DRAWING 4/2001
- W NEW HALLWAY REFER TO DRAWING 4/2001
- X NEW HALLWAY REFER TO DRAWING 4/2001
- Y NEW HALLWAY REFER TO DRAWING 4/2001
- Z NEW HALLWAY REFER TO DRAWING 4/2001

NEW WORK NOTES

Item# *192-15 Consent Calendar

Request that the Table of Organization for Lieutenants in the Bridgeport Police Department be increases from twenty one (21) to twenty two (22) positions in the classified service. **DENIED**



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: November 7, 2016

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

Approved by: *[Signature]* 11/7/16
Joseph P. Ganjin, Mayor

Date Signed: _____

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 10 P 3:21
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

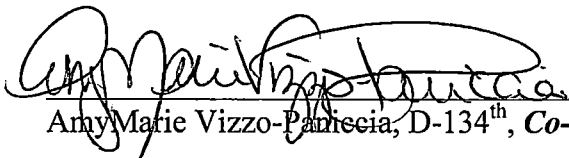
To the City Council of the City of Bridgeport.

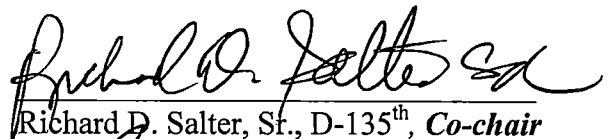
The Committee on Miscellaneous Matters begs leave to report; and recommends for DENIAL the following resolution:

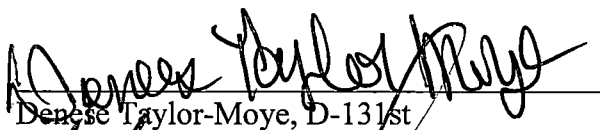
Item No. *192-15 Consent Calendar

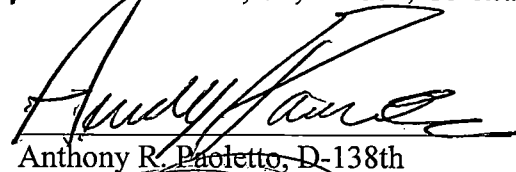
RESOLVED, that the attached request from Police Chief concerning the table of Organization for Lieutenants in the Bridgeport Police Department be increased from (21) twenty one to (22) twenty-two positions in the classified service be **DENIED**.

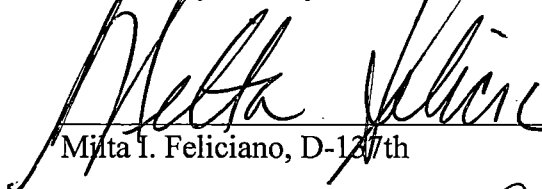
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

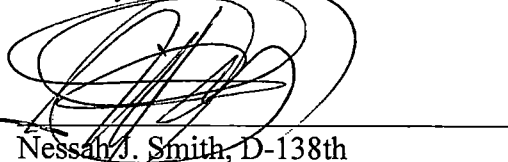

Amy Marie Vizzo-Paniceia, D-134th, Co-Chair

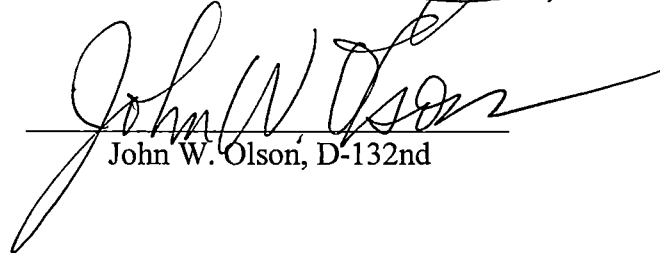

Richard D. Salter, Sr., D-135th, Co-chair


Denise Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd



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

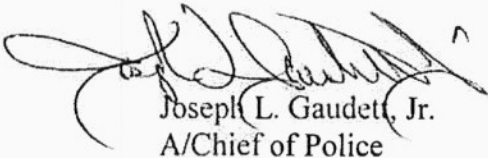
Mr. David Dunn, Personnel Director
45 Lyon Terrace
Bridgeport, CT 06604

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

Item# *194-15 Consent Calendar

Approval of a new job classification with LIUNA for an Application Specialist in the Information Technology Service Department.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: November 7, 2016

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

Approved by: *[Signature]* 11/7/16
Joseph P. Ganim, Mayor

Date Signed: _____

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 10 P 3:21
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

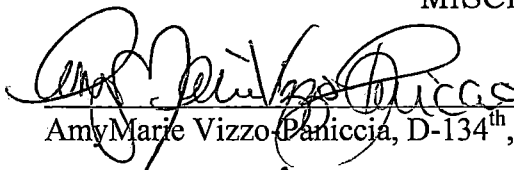
To the City Council of the City of Bridgeport.

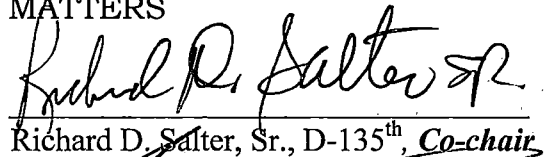
The Committee on Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

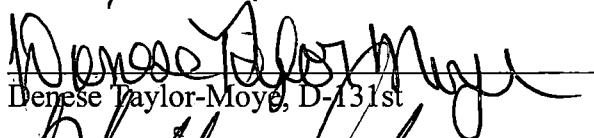
Item No. *194-15 Consent Calendar

RESOLVED, that the attached job description and salary plan for the new job classification for an Application Specialist in the Information Technology Service Department be, and hereby is, approved, ratified and confirmed.

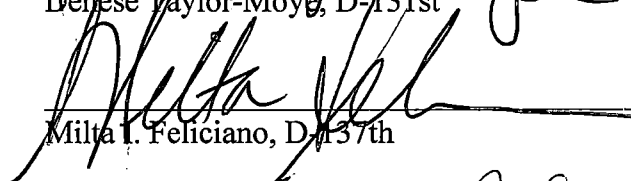
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

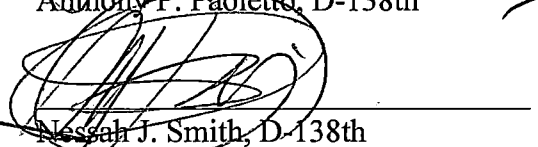

Amy Marie Vizzo Paniccia, D-134th, *Co-Chair*

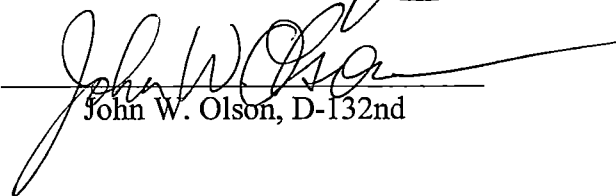

Richard D. Salter, Sr., D-135th, *Co-chair*


Denese Taylor-Moye, D-131st


Anthony P. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: November 7, 2016

CIVIL SERVICE COMMISSION REGULAR MEETING

July 12, 2016 at 2:00 p.m.

City Hall, 45 Lyon Terrace, Bridgeport, CT 06604
Wheeler Rooms A and B

MINUTES.

Commissioner Plummer called the regular meeting of the Civil Service Commission to order at 2:15 p.m. Present were Commissioners Rodgers, Emanuel and Falberg; Personnel Director David Dunn; Clerk to the Commission Deborah Brelsford; Deputy Police Chief James Honis; Mr. Robert Hammond, Custodial Supervisor; Mr. Adam Heller, Information Technology Services Director; Mr. Pierre Valentin, Mr. Mitchell Murphy, Mr. Jason Reid, Atty. John Bochanis, Mr. Tyren Jackson; Bridgeport Police Officer Adrian Elem, Mr. Gilbert Velez.

1. Meeting Minutes

The minutes from the regular monthly Civil Service Commission meeting on June 14, 2016 were submitted for review. In addition, the Minutes from the special meetings regarding Police Officer #2330 appeals on June 9, June 16, June 28 and, and 29, 2016 were also submitted for review.

**** COMMISSIONER EMANUEL MOVED THE MINUTES FROM THE JUNE 14, 2016 MEETING ALONG WITH THE SPECIAL MEETING MINUTES FROM JUNE 9, JUNE 16, JUNE 28 AND JUNE 29, 2016.**

**** COMMISSIONER FALBERG SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES AS SUBMITTED PASSED UNANIMOUSLY.**

2. Vacancy Report

Mr. Dunn stated that there were no items on the Vacancy Report this month. He said that there would be an update for the Commission in August.

3. Merit Increases

Mr. Dunn stated that there were no items for Merit Increases this month. He said that there would be an update for the Commission in August.

4. Permanent Appointments

Mr. Dunn stated that there were no items for Permanent Appointments this month. He said that there would be an update for the Commission in August.

5. Request for Waiver

The Commission has received a request for waiver from Mr. David Viertel regarding entry level Police Officer examination #2330.

**** COMMISSIONER EMANUEL MOVED TO GRANT THE REQUEST FOR WAIVER FROM MR. DAVID VIERTEL REGARDING ENTRY LEVEL POLICE OFFICER EXAMINATION #2330 UNTIL HIS RETURN FROM MILITARY ORDERS IN FEBRUARY 2017.**

**** COMMISSIONER FALBERG SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

6. Creation of position: Facilities Maintenance Supervisor

The Commission has been asked by Mr. Robert Hammond, Custodial Supervisor, to create a new position, Facilities Maintenance Supervisor.

Mr. Hammond came forward and greeted the Commissioners. He reviewed the details of the position and said that it would have more responsibility than a Custodian IV position. This is a move to work smarter rather than harder.

Mr. Dunn gave an overview of the current responsibilities and pointed out that the cleaning process has changed over the years. The BOE will most likely remain the same in terms of structure, but on the City side, the cleaning requirements are not as extensive as they used to be. This is a request to consolidate the positions and the new position would be a promotional position. There is still preliminary work to be done. Mr. Dunn said that the idea was mentioned last month during the discussions on the Custodian IV exam. Next month, there will be more paperwork and background available. This is a NAGE position that would have to be reclassified and moved into the Supervisor's Union. Discussion followed about the details.

**** COMMISSIONER RODGERS MOVED TO TABLE THE CREATION OF POSITION: FACILITIES MAINTENANCE SUPERVISOR UNTIL FURTHER NOTICE.**

**** COMMISSIONER FALBERG SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

7. Creation of position: Application Specialist

Mr. Adam Heller, Information Technology Services Director, has requested the creation of a new position, Application Specialist.

Mr. Heller, the IT Department Director, came forward and greeted the Commission. He said that this new staff position would insure that the employees are utilizing the new equipment and software that the City purchases and also maintain the new equipment. This will also include supporting digital off site applications. He said that the department needs to have an additional staff member. When asked, he explained that this position would be a lateral move for someone currently on staff. Discussion followed about the qualifications. This position is competitive and would most likely be in LIUNA like the other ITS job classifications. It will pay \$65,000.

**** COMMISSIONER EMANUEL MOVED TO GRANT THE REQUEST FROM MR. ADAM HELLER, THE INFORMATION TECHNOLOGY SERVICES DIRECTOR FOR A NEW POSITION, APPLICATION SPECIALIST.**

**** COMMISSIONER FALBERG SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

8. Appeal - Police Officer #2330 – Ms. Yisela Zuluaga

Ms. Zuluaga was disqualified from the Police Officer process on November 16, 2015. Her appeal request was 7 months beyond the 30 day request period.

Mr. Dunn gave a brief overview and said that the appeal request was received seven months after the 30 day appeal period. Ms. Zuluaga was not present.

**** COMMISSIONER EMANUEL MOVED TO DENY THE APPEAL REQUEST FROM MS. YISELA ZULUAGA.**

**** COMMISSIONER RODGERS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

9. Appeal - Police Officer #2330 – Mr. Pierre Valentin

The Commission has received a request for appeal from Mr. Pierre Valentin regarding his disqualification from entry level Police Officer examination #2330 due to appearing late for the April 20, 2016 orientation with the Office of Internal Affairs.

Mr. Pierre Valentin came forward and said that he had been tardy for the orientation class due to the parking situation. He said that he hadn't been aware of needing change for the meter. He said that he would like to continue the process. Mr. Dunn pointed out that the current class was too far advanced to add Mr. Valentin in now. He may join the next class.

**** COMMISSIONER PLUMMER ASKED THE COMMISSIONERS TO VOTE:**

**COMMISSIONER RODGERS VOTED TO GRANT THE APPEAL.
COMMISSIONER FALBERG VOTED TO GRANT THE APPEAL.
COMMISSIONER EMANUEL VOTED TO GRANT THE APPEAL.**

**** THE COMMISSION UNANIMOUSLY GRANTED THE APPEAL REQUEST FROM MR. PIERRE VALENTIN REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330 DUE TO APPEARING LATE FOR THE APRIL 20, 2016 ORIENTATION WITH THE OFFICE OF INTERNAL AFFAIRS.**

10. Appeal - Police Officer #2330 – Mr. Mitchell Murphy

The Commission has received a request for appeal from Mr. Mitchell Murphy regarding his disqualification based on habits and conduct from entry level Police Officer examination #2330. Mr. Murphy's appeal was previously scheduled to be heard on April

28. 2016 and per his request it has been rescheduled. Therefore, there will not be any further rescheduling should Mr. Murphy fail to appear.

Mr. Mitchell said that he would like to have a public hearing. Mr. Dunn gave a brief overview of the situation. Mr. Dunn said that the report was prepared by Sgt. John Burke, who was not able to be present today.

RECESS

Commissioner Bishop announced a recess at 2:45 p.m. He reconvened the meeting at 2:46 p.m.

Mr. Dunn reviewed the concerns highlighted in Sgt. Burke's report. Copies of the polygraph were distributed to the Commissioners for their review.

Deputy Police Chief Honis said that OIA had found discrepancies in the answers given to OIA and the information that was collected during the background check. Deputy Police Chief Honis said this indicated there were problems.

Mr. Murphy said that the Navy recruiter had gone out of his way to recruit him and he was not aware that the military was monitoring his financial debt. He pointed out that he was honorably discharged.

Mr. Murphy explained that there was only one alcohol related incident in 2003 and he was told to take classes, which he did. He said that this incident occurred while he was in the military and that was when he was arrested by the Montville police. There was only one incident, not two incidents.

Mr. Murphy said that previously the military did not allow former service members to obtain their records. When he did find out that they could be accessed via the Internet, he gave the information to Sgt. Burke.

He stated that he was making payments to the IRS and also making his child support payments. He said that he had filed a Chapter 7 bankruptcy in the past. Mr. Murphy said that he had been living in Bridgeport for 15 years. He said that he has been driving tractor trailers for the last year.

Deputy Police Chief Honis had some questions about Mr. Murphy's driving record. Mr. Murphy admitted that his CDL still listed his address as Truman Street, but he had been living on Sunshine Circle for more than five months. He said that he had been too busy with his job to change his address with the Department of Motor Vehicles.

Mr. Murphy said that he had failed one attempt to join the New Haven Police because he failed a physical exam. However, on his second attempt, he passed the physical and was placed on the candidate list.

Commissioner Plummer stated that Mr. Murphy's letter requesting his appeal said that he disagreed with the vetting process. Mr. Murphy pointed out that he had passed two polygraph tests, the recent one and one that was more than 10 years ago.

**** COMMISSIONER PLUMMER ASKED THE COMMISSIONERS TO VOTE:**

**COMMISSIONER RODGERS VOTED TO DENY THE APPEAL.
COMMISSIONER FALBERG VOTED TO DENY THE APPEAL.
COMMISSIONER EMANUEL VOTED TO DENY THE APPEAL.**

**** THE COMMISSION UNANIMOUSLY DENIED THE APPEAL REQUEST FROM MR. MITCHELL MURPHY REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330.**

11. Appeal - Police Officer #2330 – Mr. Jason Reid

The Commission has received a request for appeal from Mr. Jason Reid regarding his disqualification from entry level Police Officer examination #2330. Mr. Reid's appeal was previously scheduled for June 29, 2016; however, he requested it be rescheduled because he was out of state, attending his stepfather's funeral. Therefore, there will not be any further rescheduling should Mr. Reid fail to appear.

Mr. Reid came forward and requested that his appeal be held in Executive Session.

**** COMMISSIONER EMANUEL MOVED TO ENTER INTO EXECUTIVE SESSION.**

**** COMMISSIONER ROGERS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The Commissioners, Deputy Police Chief Honis, Mr. Dunn, and Ms. Brelsford entered into Executive Session at 3:25 p.m. They returned to public session at 3:35 p.m.

**** COMMISSIONER PLUMMER ASKED THE COMMISSIONERS TO VOTE:**

**COMMISSIONER RODGERS VOTED TO DENY THE APPEAL.
COMMISSIONER FALBERG VOTED TO DENY THE APPEAL.
COMMISSIONER EMANUEL VOTED TO DENY THE APPEAL.**

**** THE COMMISSION UNANIMOUSLY DENIED THE APPEAL REQUEST FROM MR. JASON REID REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330.**

12. Appeal - Police Officer #2330 – Mr. Thomas Naples.

The Commission has received a request for appeal from Mr. Thomas Naples regarding his disqualification based on habits and conduct from entry level Police Officer examination #2330. Mr. Naples contacted Civil Service that morning to say that he was unable to attend the hearing because of his job.

**** COMMISSIONER RODGERS MOVED TO TABLE THE APPEAL FROM MR. THOMAS NAPLES REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330 PENDING A CALL FROM MR. NAPLES' ATTORNEY.**

**** COMMISSIONER FALBERG SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

13. Appeal - Police Officer #2330 – Mr. Tyren Jackson.

The Commission has received a request for appeal from Mr. Tyren Jackson regarding his disqualification from entry level Police Officer examination #2330. Mr. Jackson is represented by Atty. John Bochanis.

Commissioner Plummer announced that he was related to the character witness, Bridgeport Police Officer Elam, and therefore would recuse himself from voting on the matter but would continue to chair the appeal request.

Mr. Jackson requested his appeal be held in Executive Session.

**** COMMISSIONER EMANUEL MOVED TO ENTER INTO EXECUTIVE SESSION.**

**** COMMISSIONER ROGERS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The Commissioners, Mr. Dunn, Ms. Brelsford, Deputy Police Chief Honis, Atty. John Bochanis, Mr. Jackson, and Bridgeport Police Officer Elem entered into Executive Session at 3:39 p.m. They returned to public session at 4:15 p.m.

**** COMMISSIONER PLUMMER ASKED THE COMMISSIONERS TO VOTE:**

**COMMISSIONER RODGERS VOTED TO DENY THE APPEAL.
COMMISSIONER FALBERG VOTED TO DENY THE APPEAL.
COMMISSIONER EMANUEL VOTED TO DENY THE APPEAL.**

**** THE COMMISSION DENIED THE APPEAL REQUEST FROM MR. TYREN JACKSON REGARDING HIS DISQUALIFICATION FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330.**

**** COMMISSIONER EMANUEL MOVED TO AMEND THE AGENDA TO ADD AN ITEM REGARDING A REQUEST FROM MS. ADRIANA REYES WHO HAD BEEN GRANTED A YEAR WAIVER FROM ENTRY LEVEL POLICE OFFICER EXAMINATION #2330.**

**** COMMISSIONER FALBERG SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Mr. Dunn gave a brief overview of the situation and said that the reason for the waiver was no longer applicable.

**** COMMISSIONER EMANUEL MOVED TO GRANT THE REQUEST FROM MS. ADRIANA REYES TO REMOVE HER NAME FROM THE WAIVER LIST AND PLACE HER NAME ON THE ACTIVE LIST.**

**** COMMISSIONER FALBERG SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Legal Report –

There was no report at this time.

Personnel Director's Report -

Mr. Dunn reminded the Commissioners that he would be taking vacation from July 14th through July 22 as previously discussed.

The Fire Department is processing the candidates. Mr. Dunn said he expects and to hire 24 candidates in order to make up a class for the Fire Academy.

Mr. Dunn introduced Mr. Gilbert Velez, who passed the test to become a Custodian IV and is now working at Read School, to the Commissioners.

ADJOURNMENT.

**** COMMISSIONER EMANUEL MOVED TO ADJOURN.**

**** COMMISSIONER FALBERG SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The July 12, 2016 regularly monthly meeting of the Civil Service Commission adjourned 4:25 p.m.

Respectfully submitted,

S. L. Soltes

Telesco Secretarial Services

City of Bridgeport
Information Technology Services
Job Description

Application Specialist

Union Affiliation: LIUNA

GENERAL STATEMENT OF DUTIES

This position is responsible for software development, implementation, and support of municipal enterprise application systems under direction of the Enterprise Services Manager. Determines the requirements and specifications for upgrading existing applications and deployment of new applications. Periodically evaluates, reviews, and analyzes current municipal applications to ensure that these systems continue meet functional requirements.

Responsibilities of this position include, but are not limited to the application systems for the Emergency Communications Center, Emergency Operations Center, Police department and Fire department.

Interacts with the application users, vendors and ITS support division personnel as required.

SUPERVISION RECEIVED:

Reports to the Enterprise Services Manager

ILLUSTRATIVE DUTIES:

1. Analyzes, designs, tests, deploys and supports the applications systems, such as 911 dispatch, fire department management, security cameras management, financial, taxes, assessment and human resources management.
2. Looks for ways to integrate municipal applications and improve the current applications architecture.
3. Tracks applications lifecycle and assists with planning applications upgrades.
4. Responsible for software development such as the development of Microsoft Office applications, mobile iOS and Android applications, Business Intelligence applications such as Microsoft SQL, Microsoft Sharepoint and Oracle BI Publisher.
5. Works with Server Specialist and Support Specialists to install, configure and troubleshoot server and PC based applications.
6. Works with Data and Network Architects by following data and network standards.
7. Monitors applications performance, utilization, business continuity and disaster recovery.
8. Monitors software licensing inventory to assure licensing compliance.
9. Works with vendors to insure proper implementation of applications systems.

10. Performs applications analysis and planning; interacts with vendors, application users and other members of the Enterprise team to determine application requirements; researches and recommends new applications.
11. Visits application users' workplaces or conducts surveys to determine present and future user needs and making purchase requirements.
12. Identifies areas of operation that need new or upgraded applications. Develops and writes procedures for installation, use and troubleshooting of the application systems.
13. Implements and monitors applications security and confidentiality measures.
14. Reads technical manuals, brochures and technical magazines to determine application systems requirements and keep up with the changes in the application development and information technology.
15. Adapts, modifies and documents existing software to meet specific needs.
16. Assists users to diagnose and solve application systems problems.
17. Requires ability to provide guidance and expert advice to management or other groups on application systems or related topics.
18. Requires no supervising of staff, some training of staff for procedures.

Other Duties: May work or be assigned on special projects defined by the Director of ITS.

KNOWLEDGE, SKILL AND ABILITIES:

KNOWLEDGE AND SKILLS

Associates Degree in computer science or related field required; Computer programming certifications a plus.

- Requires a minimum of 7 years in an IT environment with at least 5 years of the experience in computer programming and analysis.
- Extensive knowledge of Microsoft Windows software, servers, applications and programming, Microsoft's Office software products and applications.
- Requires extensive knowledge of the software quality control.
- Extensive knowledge of principles and processes for providing customer service, including customer needs assessment, meeting quality standards for services, and evaluation of customer satisfaction.
- Knowledge of administrative and clerical procedures and systems such as word processing, managing files and records, designing forms, and other office procedures and terminology.
- Comprehensive knowledge of computer programming languages
- Knowledge of principles, theories, and practices of computer science
- Knowledge of application systems maintenance methods and techniques
- Requires good communication skills, both written and oral, and the ability to establish working relationships with supervisors, peers and subordinates.

ABILITIES

- Deal with people in a manner which shows sensitivity, tact, and professionalism
- Make a decision or solve a problem by using logic to identify key facts, explore alternatives, and propose quality solutions
- Evaluate information against a set of standards
- Communicate information and ideas clearly, and concisely, in writing; read and understand information presented in writing
- Train or instruct in computing systems processes and programs for the City of Bridgeport employees.
- Analyze computer systems (i.e., software)
- Install computer systems to meet specifications
- Coordinate computer systems and application design
- Use, upgrade and support City or City Department-specific software applications
- Test software using appropriate methodology and techniques
- Enter, transcribe, record, store, or maintain information in either written or electronic form
- Proficiently use Microsoft Office software such as Project, Visio, Excel, Word and Access.

This job description is not, nor is it intended to be, a complete statement of all duties, functions, responsibilities and qualifications that comprise this position.

Item# *195-15 Consent Calendar

Settlement of Pending Litigation with Sheron Bucknor.



Report
of
Committee
on

Miscellaneous Matters

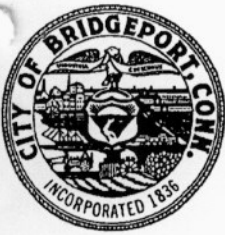
City Council Meeting Date: November 7, 2016

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

Approved by: [Signature]
Joseph P. Ganim, Mayor

Date Signed: 11/7/16

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 10 P 3:21
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *195-15 Consent Calendar

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>NATURE of CLAIM</u>	<u>SETTLEMENT</u>
Sheron Bucknor	Thomas Virgulto, Esq. Hill & Hill, LLC 2E Samson Rock Drive Madison, CT 06443	Personal Injury	\$90,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

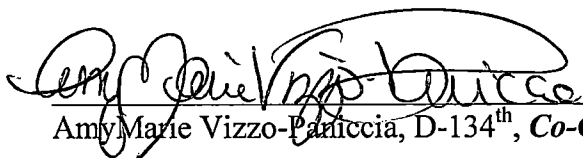


City of Bridgeport, Connecticut Office of the City Clerk

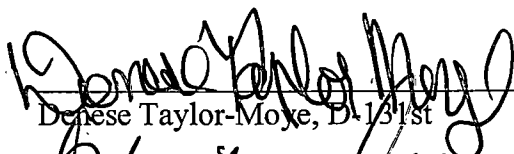
Report of Committee on Miscellaneous Matters
Item No. *195-15 Consent Calendar

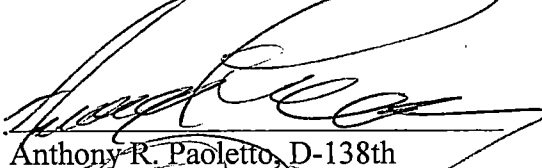
-2-

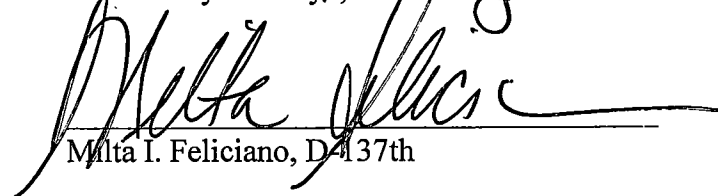
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

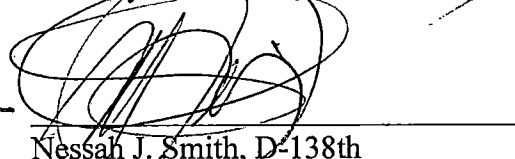

Amy Marie Vizzo-Paniccia, D-134th, *Co-Chair*

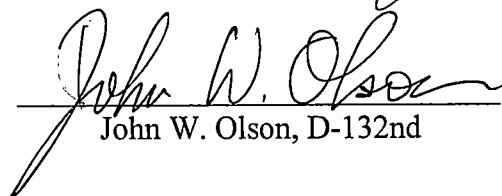

Richard D. Salter, Sr., D-135th, *Co-chair*


Denise Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: November 7, 2016

Item# 126-15

Resolution regarding the Reconstitution of the Bridgeport Public Library Board of Directors, **DENIED.**



**Report
of
Committee
on**

Miscellaneous Matters

Notified on October 14, 2016:
Councilman J. Casco, D-136th

Note: (For the Record)
The Miscellaneous Matters Committee on the October 24, 2016 meeting took no substantive action on the matter, based upon the item NOT being properly referred to committee.

City Council Meeting Date: **October 3, 2016** (Denied)

Re-considered & Ref'd back to Committee on 10/17/2016

Attest: Lydia N. Martinez Resubmitted for Denial on November 9, 2016

Lydia N. Martinez, City Clerk Adopted for Denial on November 9, 2016

Approved by:

Joseph R. Garkins Mayor

Adopted for DENIAL

Date Signed: 11/9/16

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 10 P 3:21

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2016 OCT 14 A 8:54



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

The Committee on Miscellaneous Matters begs leave to report; and recommends for DENIAL the following resolution:

Item No. 126-15 DENIAL

Resolution to Reconstitute Bridgeport Public Library Board of Directors of the City of Bridgeport, 30 days from this date, with new members to be ratified by the City Council.

WHEREAS, the City of Bridgeport's Code of Ordinances, Chapter 16 - Section 1 dictates:

(a) There shall continue to be a board of directors of the Bridgeport public library which shall be responsible for the management and direction of the Bridgeport public library and shall possess all of the powers and shall perform all of the duties of library directors, as set forth in the general statutes of the state of Connecticut.

(b) The board of directors of the Bridgeport public library shall consist of nine members who shall be appointed, as provided in subSection (c) of this section, for terms of three years from the first day of July next succeeding their appointment.

(c) In June of each year, the board of directors of the Bridgeport public library shall appoint, with the approval of the city council, three persons as library directors to succeed those whose terms are to expire in that year. Vacancies in the membership of the board of directors of the Bridgeport public library shall be filled by the library board, with the approval of the city council, for the unexpired portion of the term vacated.

WHEREAS, under the General Statutes of the State of Connecticut, CT Special Laws, Volume XXI, Part 1, 1931 (R345) Page 3 of section - "Acts Printed as Provided by Chapter 258, Public Acts 1929. (General Statutes, 1918 revision)." Section 1116. Library Directors of Bridgeport:

In the city of Bridgeport, the directors of the public library and the reading room shall have power, by a majority vote, to appoint suitable persons, selected with reference to their fitness for said office, to fill all vacancies which may arise in their number by reason of the expiration of the term of office, or any other cause. When the vacancy arises or is to arise from expiration of term of office, the appointment shall be made in the month of June and shall be for the term of three years from the first day of July. Next succeeding their appointment; when the vacancy arises from any other cause than the expiration of the term of office, the appointment shall be for the unexpired portion of the term. Every director appointed shall hold his office until his successor is appointed and qualified, but every appointment made by the directors shall be with the approval of the common council of said city of Bridgeport. It shall be the duty of the secretary of the board of directors to give written notice to the common council of said city of such appointments.



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Miscellaneous Matters
Item No. 126-15 DENIAL

-2-

The public library and reading room of said Bridgeport shall continue to be known as the Bridgeport Public Library and Reading Room.

WHEREAS, the City Clerk of the City of Bridgeport reports no board members of the current Library Board of Directors have been approved by the city council since 2006.

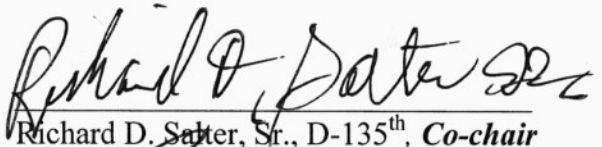
WHEREAS, the Bridgeport Public Library is funded through taxpayer contributions, accountable for its actions or lack thereof in complying with City Ordinances and State Statutes to the residents of the City of Bridgeport and the City Council.

WHEREAS, the current members of the Board of Directors have knowingly been in violation of City Ordinances and State Statutes, while utilizing taxpayer funds.

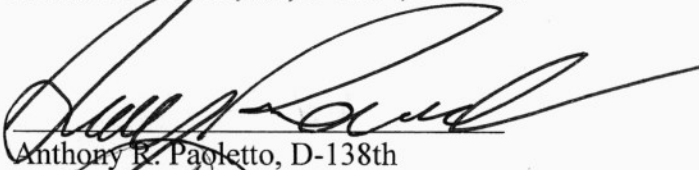
THEREFORE BE IT RESOLVED, that effective immediately, the current Bridgeport Library Board of Directors, will cease decision-making relevance to the functioning of the library, and will redirect all its efforts towards the selection of new board members to be presented to the City council in 30 days from this day, Monday the 16th, 2016.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

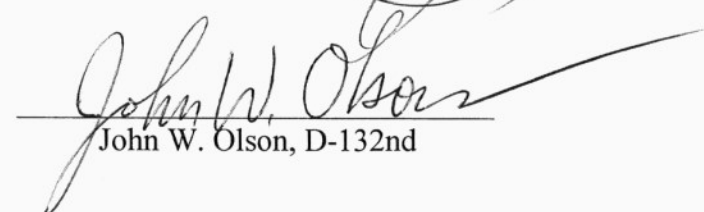

Richard D. Satter, Sr., D-135th, *Co-chair*

Denese Taylor-Moye, D-131st


Anthony R. Paoletto, D-138th


Milta I. Feliciano, D-137th


Nessah J. Smith, D-138th


John W. Olson, D-132nd

City Council Date: October 3, 2016
Re-considered & Ref'd back to Committee 10/17/2016
Resubmitted for Denial on 11/11/2016



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	220-15			
Submitted by Councilmember(s):	Jose R. Casco			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	136TH			
Subject:	Resolution to enforce accountability and replace current members of the Bridgeport Public Library Board of Directors of the City of Bridgeport thirty days from this date with new members to be ratified by the City Council.			
Referred to:	Miscellaneous Matters Committee			
City Council Date:	November 7, 2016 (OFF THE FLOOR)			

SECTION II RESOLUTION (PLEASE TYPE BELOW)

Ordinance Enforcement - Library Board of Directors and Library Fund Ordinance Committee of the City Council, City of Bridgeport

October 18, 2016 – Resolution to enforce accountability and replace current members of Bridgeport Public Library Board of Directors of the City of Bridgeport, 30 days from this date, with new members to be ratified by the City Council.

Attachments: General Statutes of the State of Connecticut 11-16, 11-27, 11-33, 11-34

WHEREAS, The City of Bridgeport’s Code of Ordinances, Chapter 16 dictates:
Section 1. Selection of the library directors.

- (a) *There shall continue to be a board of directors of the Bridgeport public library which shall be responsible for the management and direction of the Bridgeport public library and shall possess all of the powers and shall perform all of the duties of library directors, as set forth in the general statutes of the state of Connecticut.*
- (b) *The board of directors of the Bridgeport public library shall consist of nine members who shall be appointed, as provided in sub-Section (c) of this section, for terms of three years from the first day of July next succeeding their appointment.*
- (c) *In June of each year, the board of directors of the Bridgeport public library shall appoint, with the approval of the city council, three persons as library directors to succeed those whose terms are to expire in that year. Vacancies in the membership of the board of directors of the Bridgeport public library shall be filled by the library board, with the approval of the city council, for the unexpired portion of the term vacated.*



OFFICE OF THE CITY CLERK RESOLUTION FORM

Section 2. Annual Report.

The board of directors of the Bridgeport Public Library shall make the report required by Section 11-34 of the general statutes to the mayor and city council on or before the fifteenth of July in each year. Such report shall be for the year ending June 30th.

Section 3. Library fund.

All moneys collected as penalties by the board of directors of the public library for violation of the rules and regulations adopted by the directors for the governance of the library and reading room or that may be collected under other rules and regulations adopted by such directors, and all fines and penalties which may be imposed upon any person for the violation of any city ordinance relative to the use and governance of said public library and reading room, shall be placed in the treasury of said city to the credit of the "Library Fund", and shall be expended by said directors in the same manner as any other moneys credited to said library fund.

WHEREAS, The City Clerk of the City of Bridgeport reports no board members of the current Library Board of Directors have been approved by the city council since 2006, therefore violating state statute (11-16, 11-33) and city ordinance (Ch.16, Sec.1) in regards to the appointment of new members, and expiration of terms with required proper reappointment.

WHEREAS, The City Clerk of the City of Bridgeport reports no financial reports have been submitted to the City Council in recent history, therefore violating state statute (11-34) and city ordinance (Ch.16, Sec.2) in regards to accountability of moneys received by the library taxpayer contributed and otherwise.

WHEREAS, The Office of Policy Management reports no fines and/or penalties are returned to the treasury of the city for allocation to the Library and for proper disbursement as required by state statute (11-27) and city ordinance (Ch.16, Sec.3).

WHEREAS, The current members of the Board of Directors have knowingly been in violation of city ordinances and state statutes, by not submitting the names of their existing board members whether previously ratified or not, all serving unapproved and/or expired terms.

WHEREAS, The current members of the Board of Directors have knowingly been in violation of city ordinances and state statutes, by not submitting an annual report that states not only the activities and book holdings but a detail account of finances reporting all uses of public funds as described in state statute.

WHEREAS, The current members of the Board of Directors have knowingly been in violation of city ordinances and state statutes, by not remitting fines and fees collected back to the city treasury for proper disbursement.



OFFICE OF THE CITY CLERK RESOLUTION FORM

THEREFORE BE IT RESOLVED, That effective immediately, the current Bridgeport Public Library Board of Directors, will cease decision-making of relevance to the functioning of the library, and will redirect all its efforts towards the selection of new board members not to be the current ones, to be presented to the City Council 30 days from this day.

FURTHER RESOLVED, That the new members of the Board of Directors order an audit of all funds of the library, to be presented to the City Council on or before the 15th of July of 2017, and continue this practice as part of submitting annual reports as mandated by city ordinance and state statute.

FURTHER RESOLVED, That all fines and fees collected by the library be submitted to the City Treasury under funds separated for the library.

CITY COUNCIL DATE: _____



OFFICE OF THE CITY CLERK RESOLUTION FORM

SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date: _____

SECTION IX COMMENTS (if any)

Ordinance Enforcement - Library Board of Directors and Library Fund

Ordinance Committee of the City Council, City of Bridgeport

Attachments: General Statutes of the State of Connecticut 11-16, 11-27, 11-33, 11-34

11-16: Expiration of Terms, Appointments, Obligation to Notice and be Approval by City Council

Under the General Statutes of the State of Connecticut, CT Special Laws, Volume XXI, Part 1, 1931 (R345) Page 3 of section – “Acts Printed as Provided by Chapter 258, Public Acts 1929. (General Statutes, 1918 revision).” Section 1116. Library Directors of Bridgeport:

In the city of Bridgeport, the directors of the public library and the reading room shall have power, by a majority vote, to appoint suitable persons, selected with reference to their fitness for said office, to fill all vacancies which may arise in their number by reason of the expiration of the term of office, or any other cause. When the vacancy arises or is to arise from expiration of term of office, the appointment shall be made in the month of June and shall be for the term of three years from the first day of July. Next succeeding their appointment; when the vacancy arises from any other cause than the expiration of the term of office, the appointment shall be for the unexpired portion of the term. Every director appointed shall hold his office until his successor is appointed and qualified, but every appointment made by the directors shall be with the approval of the common council of said city of Bridgeport. It shall be the duty of the secretary of the board of directors to give written notice to the common council of said city of such appointments. The public library and reading room of said Bridgeport shall continue to be known as the Bridgeport Public Library and Reading Room.

11-27: Library Fund

2012 Connecticut General Statutes, Title 11 - Libraries and Museums, Chapter 190 - Public Libraries, Section 11-27 - Library fund.

Universal Citation: CT Gen Stat § 11-27 (2012)

All moneys collected or received in payment for library service contracted for and rendered shall be placed in the treasury of the town, city, borough, fire district or school district for which such service was rendered, to the credit of its library fund. The moneys in such fund shall be kept separate from other moneys and shall be withdrawn only by authorized officials, upon authenticated vouchers of the trustees of the public library which provides such service.

11-33: Approval by City Council, Control of the Expenditure of all Moneys, Library Fund

2012 Connecticut General Statutes, Title 11 - Libraries and Museums, Chapter 190 - Public Libraries, Section 11-33 - Powers and duties of trustees in municipalities. Gifts.

Universal Citation: CT Gen Stat § 11-33 (2012)

When the legislative body of any municipality has decided to establish a public library and reading room, the chief elected official of such municipality shall, with the approval of the legislative body, appoint a board of nine trustees. Not more than one member of the legislative body shall be a member of such board. The trustees shall, immediately after their appointment, meet and organize by the election of one of their number as president and by the election of such other officers as they deem necessary. They shall make and adopt bylaws, rules and regulations for the government of the library and reading room and shall have exclusive control of the expenditure of all moneys collected to the credit of the library fund, and of the construction of any library building, and of the supervision, care and custody of the grounds,

rooms or buildings constructed, leased, given or set apart for that purpose; provided all moneys collected and received for such purpose shall be placed in the treasury of such municipality, to the credit of its library fund, and shall be kept separate from other moneys of the municipality and shall be drawn upon by the proper officers of the municipality, upon duly authenticated vouchers of the trustees. Such board may purchase, lease or accept grounds, and erect, lease or occupy an appropriate building or buildings, for the use of such library, appoint a library director and all necessary assistants and fix their compensation. Any person desiring to make a gift for the benefit of such library may vest the title to such donation in the board of trustees to be held and controlled according to the terms of the gift of such property; and such board shall be special trustee thereof.

11-34: Report of all Sums of Money from the Library Fund and Other Sources and how they have been spent.

2012 Connecticut General Statutes, Title 11 - Libraries and Museums, Chapter 190 - Public Libraries, Section 11-34 - Report by trustees.

Universal Citation: CT Gen Stat § 11-34 (2012)

The board of trustees shall make, on or before the second Monday of June, an annual report to the city council for the year ending the first of June, stating the various sums of money received from the library fund and other sources and how such moneys have been expended; the number of books and periodicals on hand; the number added, by purchase, gift or otherwise, during the year; the number lost or missing; the number of visitors attending; the number of books loaned and the general character of such books, and such other statistics, information and suggestions as it deems of general interest. All such portions of such report as relate to the receipt and expenditure of money, as well as the number of books on hand, books lost or missing and books purchased, shall be verified by affidavit.