

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 21, 2016

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

Mayoral Citation(s): Honoring the Firebird Society of Bridgeport and the Coaches and Student Athletes of the Harding High School Varsity Football Team for working together to re-beautify the City's East End on August 18, 2016 with the painting of 50 Fire Hydrants.

City Council Citation(s): Honoring the Firebird Society of Bridgeport and the Coaches and Student Athletes of the Harding High School Varsity Football Team for working together to re-beautify the City's East End on August 18, 2016 with the painting of 50 Fire Hydrants.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 17, 2016

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 221-15** Communication from City Attorney re: Proposed Workers Compensation Stipulation with Glenn Christie, referred to Miscellaneous Matters Committee.
- 222-15** Communication from City Attorney re: Proposed Workers Compensation Stipulation with David C. Dobbs, referred to Miscellaneous Matters Committee.
- 223-15** Communication from City Attorney re: Proposed Workers Compensation Stipulation with Mario Pirulli, referred to Miscellaneous Matters Committee.
- 224-15** Communication from City Attorney re: Proposed Workers Compensation Stipulation with Michael Sullivan, referred to Miscellaneous Matters Committee.
- 225-15** Communication from Mayor re: Appointment of Aaron R. Turner (D) to the Planning and Zoning Commission, referred to Miscellaneous Matters Committee.
- 226-15** Communication from Mayor re: Appointment of James T. Morley (D) to the Board of Fire Commissioners, referred to Public Safety and Transportation Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

227-15 Communication from OPED re: Proposed Professional Services Agreement with GIS, Inc., Bowne AE&T Group and Prime AE for On-Call GIS Services, referred to Contracts Committee.

228-15 Communication from OPED re: Proposed Professional Services Agreement with Freeman Companies regarding the Black Rock Streetscape Project for Design and Engineering Services, referred to Contracts Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***20-15** Public Safety and Transportation Committee Report re: Petition by Attorney Linda Pesce Laske from Green & Gross P.C. on behalf of Andrzej Nasuto and AKN Home Improvements, LLC re: Discontinuance of a Portion of the Paper Street known as Summit Place.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 21, 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

Requesting that the two council members of the 139th District resign.

John Brannelly
American Cancer Society
520 Lake Avenue
Bridgeport, CT 06605

Making Strides against Breast Cancer of Bridgeport.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, NOVEMBER 21, 2016
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER

Council President McCarthy called the Public Session to order at 6:36 p.m.

ROLL CALL

City Clerk Lydia 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
- 133rd District: Thomas McCarthy, Jeanette Herron
- 134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135th District: Richard Salter
- 136th District: Jose Casco
- 137th District: Aidee Nieves, Milta Feliciano
- 138th District: Anthony Paoletto, Nessah Smith
- 139th District: James Holloway

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 21, 2016 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<u>NAME</u>	<u>SUBJECT</u>
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Requesting that the two council members of the 139th District resign.

Mr. Cecil Young came forward and waved an American Flag to indicate the freedom. He said that he speaks the truth to power. He added that he was not asking the Council to do him a favor, but simply to do the right thing. He reminded everyone that he was a tax payer and resident. He

City of Bridgeport
City Council
Regular Meeting
November 21, 2016

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ATTEST
CITY CLERK**

mentioned some documents that he had distributed to the Council Members. He spoke about issues that had to do with the Hollow.

John Brannelly
American Cancer Society
520 Lake Avenue
Bridgeport, CT 06605

Making Strides against Breast Cancer of
Bridgeport.

Mr. John Brannelly came forward and thanked the City of Bridgeport for the amazing turnout on October 24th. He said that there were 600 people in attendance and named a number of people who helped insure the event took place and ran smoothly included Jamie McGarvey of the Public Works Department, Police Officer Ortiz, those who originated the event, the Fire Department, the Police Department, Public Works, and cancer survivors Michelle Lyons and Denese Taylor-Moye. He then displayed a certificate thanking Council President McCarthy for his support of breast cancer treatment, which he later presented to Council President McCarthy.

Council President McCarthy said that there was one person who had signed up to speak to the Council.

Ms. Jamica Brown
Main Street
Bridgeport, CT

Bridgeport Schools

Ms. Jamica Brown came forward to speak about the Bridgeport schools and the University of Bridgeport. She said that it would be important to find out what the core values of the young students are in order to fill the auditorium seats. The students today are behind in acquiring language and too distracted by cell phones. Everyone is a teacher and everyone needs to be working with the youth. It is important to have the personal attitude and have a passion for people.

Council President McCarthy asked if there was anyone else present who wished to address the Council at this time. No one came forward.

ADJOURNMENT

Council President McCarthy adjourned the public speaking portion of the Council meeting at 6:51 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

City of Bridgeport
City Council
Regular Meeting
November 21, 2016

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, NOVEMBER 21, 2016

7:00 PM

City Council Chambers, City Hall - 45 Lyon Terrace
Bridgeport, Connecticut

CALL TO ORDER.

Council President McCarthy called the meeting to order at 7:23 p.m.

PRAYER

Council President McCarthy requested Council Member Lyons lead those present in prayer.

PLEDGE OF ALLEGIANCE

Council President McCarthy requested Bridgeport City staff member Martha Judd to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Lydia 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: M. Evette Brantley, John Olson
133rd District: Thomas McCarthy, Jeannette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Richard Salter
136th District: Jose Casco, Alfredo Castillo,
137th District: Aidee Nieves, Milta Feliciano
138th District: Anthony Paoletto, Nessah Smith
139th District: Eneida Martinez, James Holloway

Council President McCarthy said that Council Member McBride-Lee could not be present because she was leading a service at her church.

Mayoral Citation(s): Honoring the Firebird Society of Bridgeport and the Coaches and Student Athletes of the Harding High School Varsity Football Team for working together to re-beautify the City's East End on August 18, 2016 with the painting of 50 Fire Hydrants.

City Council Citation(s): Honoring the Firebird Society of Bridgeport and the Coaches and Student Athletes of the Harding High School Varsity Football Team for working together to re-beautify the City's East End on August 18, 2016 with the painting of 50 Fire Hydrants.

Council President McCarthy greeted all those present from the Firebirds and the Harding High School Football Team. He then read and presented them with the City Council Citation and the Mayoral Citation recognizing their work in painting of 50 Fire Hydrants on August 18, 2016.

Council Member Martinez also took a point of personal privilege to recognize Council Member Holloway for taking her under his wing and teaching her the ropes regarding her work on the Council.

Council Member Holloway left the meeting at 7:36 p.m.

Council President McCarthy announced that he would like to take a point of personal privilege to congratulate a number of Council Members. He explained that many of the Council Members had just returned from the National League of Cities Conference, which is a group that helps the Council Members do their jobs more effectively. Council President McCarthy explained that Bridgeport was well represented and had a place at the table in terms of all the major committees and groups. With a new administration starting in January, it will be important for cities like Bridgeport to be clear communicating with the Federal government about their needs and wants in the coming years.

Council President McCarthy then congratulated Council Member AmyMarie Vizzo–Paniccia on her election as a Second Vice President of Women in Municipal Government. The WIMG Board of Directors is elected annually at the NLC Congress of Cities from the group's membership.

Council Member Milta Feliciano served on the Nominating Committee throughout the entire election process for the National League of Cities.

Council Member M. Evette Brantley was elected as the new Director for the Regional Board for the National Black Coordinator Organization for Elected Local Officials.

City Clerk Lydia Martinez was elected as First Vice Chair for the Hispanic Elected Local Officials (HELO).

Council Member Vizzo–Paniccia said that she would like to congratulate Council President McCarthy on his re-election to the Board of National League of Cities for a second term.

Council Member Lyons said that there were a number of Council Members who were on the Advocacy Committee and explained their role in terms of participating in the legislation. She said that the Advocacy Committee takes actions that affect cities across the nation.

Council President McCarthy said that he was very proud of the Council for their efforts in making sure they know the best practices are and all their hard work for the City. He thanked all the Council Members for their efforts.

Council Member Brantley said that Tammy Papa had been recognized by After School Policy Committee. Council President McCarthy said that the Lighthouse Program was a nationally recognized after school program as the best in the nation and many cities looked at Bridgeport's program as a model to follow.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 17, 2016

**** COUNCIL MEMBER BRANTLEY MOVED THE MINUTES OF OCTOBER 17, 2016.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION TO APPROVE THE MINUTES OF OCTOBER 17, 2016 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

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

221-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED WORKERS COMPENSATION STIPULATION WITH GLENN CHRISTIE, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

222-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED WORKERS COMPENSATION STIPULATION WITH DAVID C. DOBBS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

223-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED WORKERS COMPENSATION STIPULATION WITH MARIO PIRULLI, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

224-15 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED WORKERS COMPENSATION STIPULATION WITH MICHAEL SULLIVAN, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

225-15 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF AARON R. TURNER (D) TO THE PLANNING AND ZONING COMMISSION, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

226-15 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF JAMES T. MORLEY (D) TO THE BOARD OF FIRE COMMISSIONERS, REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

227-15 COMMUNICATION FROM OPED RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH GIS, INC., BOWNE AE&T GROUP AND PRIME AE FOR ON-CALL GIS SERVICES, REFERRED TO CONTRACTS COMMITTEE.

228-15 COMMUNICATION FROM OPED RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH FREEMAN COMPANIES REGARDING THE BLACK ROCK STREETScape PROJECT FOR DESIGN AND ENGINEERING SERVICES, REFERRED TO CONTRACTS COMMITTEE.

**** COUNCIL MEMBER BRANTLEY SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***20-15 Public Safety and Transportation Committee Report re: Petition by Attorney Linda Pesce Laske from Green & Gross P.C. on behalf of Andrzej Nasuto and AKN Home Improvements, LLC re: Discontinuance of a Portion of the Paper Street known as Summit Place.**

Council President McCarthy then asked if there was any Council Member who would like to remove the item from the Consent Calendar for discussion. No one wished to remove the item. City Clerk Martinez read the item into the record.

**** COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING ITEM AS THE CONSENT CALENDAR:**

20-15 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: PETITION BY ATTORNEY LINDA PESCE LASKE FROM GREEN & GROSS P.C. ON BEHALF OF ANDRZEJ NASUTO AND AKN HOME IMPROVEMENTS, LLC RE: DISCONTINUANCE OF A PORTION OF THE PAPER STREET KNOWN AS SUMMIT PLACE.

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Olson then requested a point of personal privilege. He explained that both he and Council Member Castillo were the co-chairs of the Education and Social Services Committee. Council Member Olson said the Board of Education was involved in a scandal because of two members of the Board of Education. This is criminal. The Mayor and the Council are not in control of the Board of Education. He said that something should be done and it would affect 22,000 students. This is a disgrace. The Board Members are not doing the job they were elected to do. It will be important to have these two people talk to one another and

resolve the issues. Council Member Olson said that the superintendent will be leaving at the end of the year and something needs to be done about this situation. Two people have deadlocked the Board of Education. He said that he would like to see Council President McCarthy lead a Board of Education meeting.

ADJOURNMENT

**** COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 7:48 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Service

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.

ASSISTANT CITY ATTORNEYS
Edmund F. Schmidt
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS

Mark T. Anastasi
Gregory M. Conte
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



COMM. #221-15 Ref'd Miscellaneous Matters
on 11/21/2016

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

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2016 NOV - 7 A 10: 05
ATTEST
CITY CLERK

November 4, 2016

City Council
of the City of Bridgeport
45 Lyon Terrace
Bridgeport CT 06604

Re: Miscellaneous Proposed Workers Compensation Stipulations to Date

Dear Honorable Councilpersons:

Kindly place the above-referenced matter on the City Council Agenda for the Monday, November 21, 2016 meeting FOR REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE.

Proposed WC Stipulations to Date:

<u>Claimant</u>	<u>Legal Representative</u>	<u>DOI</u>
Glenn Christie	Andrew J. Morrissey, Esq. Morrissey, Morrissey & Mooney, LLC 203 Church Street P.O. Box 31 Naugatuck, CT 06770	5/12/14
David C. Dobbs	Robert R. Sheldon, Esq. Tremont, Sheldon, Robinson, Mahoney, P.C. 64 Lyon Terrace Bridgeport, Ct 06604	12/5/14

Anastasi to City Council
Re: Misc. W/C Stips.
11/4/16
Page 2 of 2

Mario Pirulli

Jon A. August, Esq.
Miller, Rosnick, D'Amico, August,
& Butler, P.C.
1087 Broad Street
Bridgeport, CT 06604

12/15/12


Michael Sullivan

David J. Morrissey, Esq.
Morrissey, Morrissey & Mooney, LLC
203 Church Street
P.O. Box 31
Naugatuck, CT 06770

4/7/14

Thank you for your assistance in this matter.

Very truly yours,


Mark T. Anastasi
Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Daniel Roach, Chief of Staff
Jon Gomes, CAO
Richard Weiner, Benefits Manager
Maureen Driscoll, Esq.
R. Christopher Meyer, City Atty.

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Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
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Anastasi to City Council
Re: Misc. W/C Stips.
11/4/16
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Bridgeport, CT 06604

12/15/12


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4/7/14

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Mark T. Anastasi
Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
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Daniel Roach, Chief of Staff
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Maureen Driscoll, Esq.
R. Christopher Meyer, City Atty.

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

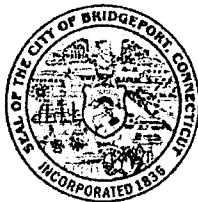
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Anastasi to City Council
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Miller, Rosnick, D'Amico, August,
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1087 Broad Street
Bridgeport, CT 06604

12/15/12

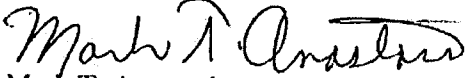
Michael Sullivan

David J. Morrissey, Esq.
Morrissey, Morrissey & Mooney, LLC
203 Church Street
P.O. Box 31
Naugatuck, CT 06770

4/7/14

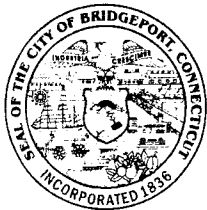
Thank you for your assistance in this matter.

Very truly yours,



Mark T. Anastasi
Assoc. City Atty.

Cc: Lydia Martinez, City Clerk
Frances Ortiz, Asst. City Clerk
Daniel Roach, Chief of Staff
Jon Gomes, CAO
Richard Weiner, Benefits Manager
Maureen Driscoll, Esq.
R. Christopher Meyer, City Atty.




JOSEPH P. GANIM
Mayor

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

COMM. #225-15 Ref'd to Miscellaneous Matters Committee
on 11/21/2016

TO: Lydia Martinez – City Clerk

FROM: Mayor Joseph P. Ganim 

DATE: November 10, 2016

RE: Boards & Commissions

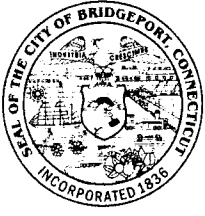
Please place the following name on the November 21, 2016 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Commission on Planning and Zoning**:

Aaron R. Turner (D)
184 Primrose Avenue
Bridgeport, CT 06606

This term will expire on December 31, 2019.

JPG/ad

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 15 A 11:52
ATTEST
CITY CLERK




JOSEPH P. GANIM
Mayor

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

COMM. #226-15 Ref'd to Public Safety & Transportation Committee
on 11/21/2016

TO: Lydia Martinez – City Clerk

FROM: Mayor Joseph P. Ganim 

DATE: November 10, 2016

RE: Boards & Commissions

Please place the following name on the November 21, 2016 City Council Agenda for referral to the Public Safety and Transportation Committee for the purpose of appointment to the **Board of Fire Commissioners**:

James T. Morley (D)
393 Court D
Bridgeport, CT 06610

This term will expire on December 31, 2019.

JPG/ad

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2016 NOV 15 A 11:52
ATTEST
CITY CLERK



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

THOMAS GILL
Director

COMM. #227-15 Ref'd to Contracts Committee on 11/21/2016.

November 16, 2016

Honorable City Council
C/O Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, CT 06604

RE: Resolution
On Call GIS Services

Honorable City Council,

Enclosed for your reference and action are a Resolution and draft contract for On Call GIS Services. The Office of Planning and Economic Development wishes to enter into contract with three firms to provide GIS services on a task order basis.

I look forward to discussing the matter further with you, but should you have any questions, please feel free to contact me at (203) 576-7317, or Lynn.Haig@bridgeportct.gov.

Sincerely,

Lynn M. Haig
Director of Planning

Enc. Resolution
Draft Contract

RECEIVED
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2016 NOV 16 P 3:09
ATTEST
CITY CLERK

WHEREAS, The City of Bridgeport implemented an Enterprise Geographic Information System (GIS) in 2005 to now encompass over 300 layers of data which is widely utilized both by City employees and over 2000 unique users from the public on a monthly basis; and

WHEREAS, Additional updates and expansion of the GIS are desired and necessary. Such updates include but are not limited to developing a citywide Address Point layer and developing a storm and sanitary sewer layer; and

WHEREAS, on September 6, 2016 the City of Bridgeport acting through its Office of Planning and Economic Development (OPED) issued a Request for Qualifications (RFQ) for On Call GIS services to assist the City in updating and expanding its current GIS program; and

WHEREAS, the RFQ sought firms capable of performing such specific tasks as developing a citywide address point layer, updating citywide parcel data, and developing a sanitary sewer and stormwater infrastructure layer; and

WHEREAS, sixteen responses to the RFQ were received in September of 2016; and

WHEREAS a Selection Committee comprised of representatives from OPED, ITS, Engineering and CAO's office reviewed these responses then established a short list of six (6) firms to interview, and then its final selection of three (3) firms; and

WHEREAS, pursuant to the Selection Committee review OPED recommended to the Board of Public Purchases that the following three firms be awarded contracts: GIS, Inc. of Birmingham, Alabama; Bowne AE&T Group of Mineola, New York; and Prime AE of Rocky Hill, Connecticut; and

WHEREAS, the City wishes to enter into a three-year contract on a task-order basis with each of the three selected firms so as to continue improving and growing GIS;

NOW, THEREFORE, BE IT RESOLVED that in consultation with the City Attorney, the City of Bridgeport is authorized to issue contracts substantially in the form of the agreement attached to GIS, Inc., Bowne AE&T Group, and Prime AE;

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

ON-CALL

GIS SERVICES

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF BRIDGEPORT

AND

[DRAFT DATE]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the _____ day of June, 2000, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Office of Planning and Economic Development (hereinafter referred to as "**Owner**") and _____, a Connecticut _____, having an address at _____ (hereinafter referred to as "**Consultant**").

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

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

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

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

DEFINITIONS

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

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

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

"Consultant's Representative" means a specific individual or individuals designated in writing by the Consultant to the Owner from time to time as its representative or representatives with respect to the Project. At the inception of

this Agreement, the Consultant's Representative shall be _____.

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

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

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

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

"Services" means the delivery of GIS related products and other necessary and related professional services required by a Task Order for the completion of the work described therein.

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

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

ARTICLE I BASIC AGREEMENT

1.1 Structure of the Agreement

A. Consultant's Qualifications. The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in the

provision of GIS related products and services accordance with the requirements of the Owner as set forth in one or more Task Orders. The Consultant will prepare and present to the Owner for review and acceptance all required data and software programs as determined by the Project Manager and Owner, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the Owner.

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

C. Assignment of Tasks. The Owner shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the Owner and the Consultant. Each additional Task Order will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "Notice to Proceed").

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

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

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

A. Basis. The Consultant shall be compensated for each Task Order on a (TBD). If required by the Owner, the Consultant shall submit projections for

each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (defined below) in order for the Owner to appropriately allocate funds for such Compensation.

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

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

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

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted for Services rendered during the previous month. The Owner shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within sixty (60) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the Owner based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** The Consultant shall remain responsible, and shall indemnify and hold harmless the Owner, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the Owner shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or

employees of the Owner other than the Program Manager which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the Owner within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the Owner's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants.

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

1.5 Project Responsibility and Staffing.

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

B. Consultant's Project Manager. The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the Owner's Program Manager and coordination of the

work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

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

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

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

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

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

A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation legally doing business in the State of Connecticut, has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to

use, quality equipment to competently perform the Services required by each Task Order.

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

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

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

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

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

G. Licenses and Permits. The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all

professional licenses and other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

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

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

J. Owner Shall Not Be Billed for Certain Taxes. The Owner is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, its consultants and subcontractors, and the Consultant agrees not to invoice the Owner therefor. The Owner reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the Owner's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

K. Recordkeeping and Audits. The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours

worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The Owner, its agent(s), or the representatives of any funding source shall have the right to inspect such records from time to time, with or without prior notice, during normal business hours of the Consultant.

ARTICLE II CONSULTANT'S RESPONSIBILITIES

2.1 General Description of Services

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

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

C. **Notice of Meetings.** The Consultant shall give timely notice to Owner of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the Owner as to time and date of such meetings.

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

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Program Manager copies of all, reports, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the Owner informed of the progress of the

Consultant's Services, the progress of the Project, or as otherwise may be requested by the Owner pursuant to this Agreement and to a Task Order

ARTICLE III INFORMATION AND COMMUNICATION

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

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

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

3.4 Confidential Information. Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and affairs, including, without limitation, source code and design materials for work product and other materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii)

information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it; or (iv) information properly disclosable under FOIA.

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

3.5 Existing GIS Databases. The Owner shall furnish to the Consultant for its use any GIS databases or base information in the Owner's possession related to the Work of a Task Order.

ARTICLE IV REMEDIES

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V INDEMNIFICATION AND INSURANCE

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

5.2 Insurance. The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the Owner.**

A. Coverage Required. The Consultant shall procure, present to the Owner in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having

a minimum Best's A + 15 financial rating or other rating acceptable to the City. Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the Owner.

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

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

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

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

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

Cancellation notice—The Owner shall be entitled to receive from all insurance carriers an unequivocal agreement by policy endorsement to provide not less than 30 days' prior written notice of cancellation, non-

renewal or reduction in coverage, such notices to be given to the Owner at the following address: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Connecticut 06604.

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

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

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

ARTICLE VI MISCELLANEOUS

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

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

or joint venturer with the Consultant and that the Consultant is not an employee or agent of the Owner.

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

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

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

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

6.7 Ownership of Documents. All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the Owner, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The Owner and any entity affiliated with the Owner may reuse all such documents and data for future work in connection with the Enterprise GIS System or for future Projects.

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

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

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

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

6.12 Partial Invalidity. If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

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

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

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

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

6.17 Precedence of Documents. The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance

involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

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

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

CITY OF BRIDGEPORT

By: _____

CONSULTANT

By: _____

Name:

Title:

Duly-authorized

Advertisement and Consultant's Proposal



Task Order Format

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

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

Project Background Description

Project Understanding

Objectives

Section A—Scope of Services

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

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

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

Section B—Task Schedule

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

Section C—Compensation

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

[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]

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

Section D—Owner’s Responsibilities

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

Section E—Other Provisions

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

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

Owner

By: _____

Name:

Title:

Consultant

By: _____

Name:

Title:

Hourly Billing Rates of Consultant and Each Consultant



Reimbursable Expenses

Reimbursable Expenses shall include the following:

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

Exhibit E

Nondiscrimination

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

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

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



City of Bridgeport
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

Margaret E. Morton Government Center
999 Broad Street, Bridgeport, Connecticut 06604

JOSEPH P. GANIM
Mayor

THOMAS GILL
Director

COMM. #228-15 Ref'd to Contracts Committee on 11/21/2016.

November 16, 2016

Honorable City Council
C/O Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, CT 06604


RE: Resolution
Black Rock Streetscape

Honorable City Council,

Enclosed for your reference and action are a Resolution and draft contract for the Black Rock Streetscape project. The Office of Planning and Economic Development wishes to enter into contract with Freeman Companies to provide design and engineering services.

I look forward to discussing the matter further with you, but should you have any questions, please feel free to contact me at (203) 576-7317, or Lynn.Haig@bridgeportct.gov.

Sincerely,


Lynn M. Haig
Director of Planning

Enc. Resolution
Draft Contract

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 16 P 3:08

WHEREAS, on April 7, 2014 the City Council authorized the Office of Planning and Economic Development to submit an application to the State of Connecticut Department of Economic and Community Development (DECD) in an amount not to exceed \$500,000 for the purpose of rehabilitating and improving the Black Rock Business District; and

WHEREAS, on August 20, 2014 DECD executed a grant with the City of Bridgeport in the amount \$500,000, with no City match requirement, for the purpose of rehabilitating and improving the Black Rock Business District; and

WHEREAS, on February 9, 2016 the City of Bridgeport acting through its Office of Planning and Economic Development (OPED) issued a Request for Qualifications RFQ for design and engineering services; and

WHEREAS, eight (8) responses to the RFQ were received in March, 2016 and

WHEREAS, a Selection Committee comprised of representatives from OPED, Public Facilities, Engineering and Black Rock NRZ reviewed these responses then established a short list of four (4) firms to interview, and then its final selection of Freeman Companies; and

WHEREAS, pursuant to the Selection Committee review OPED recommended to the Board of Public Purchases that Freeman Companies be awarded a contract; and

WHEREAS, the City wishes to enter into a contract for design and engineering services with Freeman Companies;

NOW, THEREFORE, BE IT RESOLVED that in consultation with the City Attorney, the City of Bridgeport is authorized to issue a contract substantially in the form of the agreement attached to Freeman Companies;

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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of _____, 200_ (the "Agreement") is hereby entered into between _____, with offices at _____ (the "Consultant") and the **City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose of _____; and

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this agreement and as specifically directed by the City;

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

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to _____ (the "Services"). Such Services will focus primarily on _____. The Consultant's activities shall consist of, for example: _____.

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("Term"). Termination shall have no effect on the City's obligation to pay for Services rendered through such earlier termination for work that has been completed in accordance with the terms of this Agreement and which has been accepted in due course by the City.

3. Record of Activities. The Consultant shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail requested by the City, which records shall be submitted to the City bi-weekly during the Term, or unless otherwise directed by the City. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement.

4. Payment.

(a) Source of Funds. The Consultant's activities under this Agreement will be funded from _____. The parties understand that the

Consultant will provide its Services on the following basis:
_____, including reimbursable expenses, up to
a maximum not-to-exceed amount of \$ _____ .00.

(b) Payment. The Consultant will submit its invoices with all backup documentation, including hours (to the quarter hour), activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered and any reimbursable expenses incurred, which invoices the City shall pay within 30 days of receipt of a complete invoice.

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

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant expressly acknowledges and agrees that its work constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) and is owned exclusively by the City and, alternatively, the Consultant hereby irrevocably assigns to the City all right, title and interest in and irrevocably waives all other rights (including moral rights) it might have in its work under this Agreement. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of such work in the City (or its designee). The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing its Services under this Agreement and is free to use such knowledge in future projects.

7. Confidential Information.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the

other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

8. Non-circumvention. [INTENTIONALLY OMITTED] [prevents Consultant from hiring City employees involved in project within one year after project completion.]

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

10. Representations and Warranties.

The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

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

(b) The Consultant represents that it can commence the Services promptly within five (5) days of the receipt of a notice to proceed and will complete the Services in a timely manner on a schedule to be approved by the City.

(c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

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

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

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(j) The Consultant represents and warrants that any computer program included as a deliverable Service hereunder operates substantially in accordance with the specifications for such work and in compliance with Year 2000 Standards. For these purposes, "**Year 2000 Standards**" means the deliverable Services and the reports prepared in connection therewith records, stores, recognizes, interprets, processes and presents both 20th and 21st century dates using four (4) digit years and operates at a programming interface level with other programs for which it could reasonably be expected to operate without causing the other programs to violate such Year 2000 Standards.

11. Remedies & Liabilities.

(a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the City shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS OR PROFIT) SUSTAINED BY THE OTHER PARTY OR ANY OTHER INDIVIDUAL OR ENTITY FOR ANY MATTER ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE THAT THE FOREGOING LIMITATION HAS BEEN NEGOTIATED BY THE PARTIES AND REFLECTS A FAIR ALLOCATION OF RISK.

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

If to the City:

Director, Office of Planning and Economic Development
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Consultant:

At the address specified above.

with a copy to:

13. Termination For Default; Termination For Convenience.

(a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days of the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly commence and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

(b) The Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. Resolution of Disputes and Choice of Law.

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

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter

enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

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

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages arising out of the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant shall not be responsible or obligated for claims arising out of the sole proximate cause of the City, its elected officials, officers, department heads, employees or agents.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Consultant. The Consultant shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating acceptable to the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations

conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

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

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

(b) General requirements. All policies shall include the following provisions:

Cancellation notice—The City shall be entitled to receive from the insurance carriers **by policy endorsement** not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

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

Additional insured—The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties **by policy endorsement** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence

of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. Communications. All communications shall be made orally or in writing to _____ or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. Miscellaneous.

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

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

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

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

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

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

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

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

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

(j) **Property Access.** The parties understand that it is the City's obligation to obtain legal access to City property where the Consultant's Services are to be performed. The Consultant shall not be held liable for any unlawful entry onto any property where such entry has been ordered, requested or directed by the City in writing.

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

CITY OF BRIDGEPORT

By: _____
Name:
Title:

CONSULTANT

By: _____
Name:
Title:
duly-authorized

Exhibits, attachments, schedule, tasks

Item# *20-15 Consent Calendar

Petition by Attorney Linda Pesce Laske from Green & Gross, P. C. on behalf of Andrzej Nasuto and AKN Home Improvement, LLC re: Discontinuance of a Portion of a Paper Street known as Summit Place.



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: November 21, 2016

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

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

Date Signed: 11/23/16

RECEIVED
CITY CLERK'S OFFICE
2016 NOV 28 P 12:46
ATTEST
CITY CLERK



City of Bridgeport, Connecticut Office of the City Clerk

To the City Council of the City of Bridgeport.

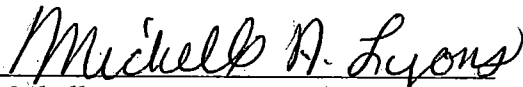
The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

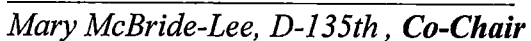
Item No. *20-15 Consent Calendar

Petition to Bridgeport City Council to Adopt a Resolution to Discontinue a Portion of the Paper Street Known as Summit Place

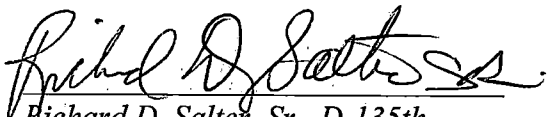
BE IT RESOLVED, Pursuant to Section 13a-49 of the Connecticut General Statutes and Section 5 of the Bridgeport City Charter, the City Council of the City of Bridgeport, Connecticut hereby resolves to discontinue the portion of the paper street known as "Summit Place" depicted as "*Summit Place to be abandoned*" on the map attached hereto as Exhibit A (Map of proposed Abandonment of a Portion of Summit Place and Map of Lot B1 Map of "JLL Builders" Bridgeport, CT Prepared for JLL Associates, LLC Scale 1"=10' 22 March 2001).

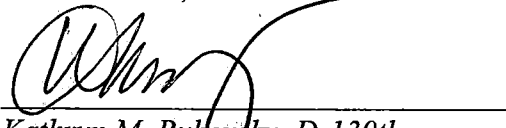
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION



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

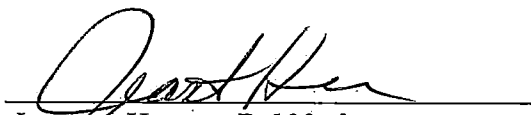

Mary McBride-Lee, D-135th, Co-Chair


Jack O. Banta, D-131st


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


Kathryn M. Bukovsky, D-130th


Eneida L. Martinez, D-139th


Jeanette Herron, D-133rd

City Council Date: November 21, 2016

**STATEMENT IN SUPPORT OF RESOLUTION TO DISCONTINUE
A PORTION OF THE PAPER STREET KNOWN AS SUMMIT PLACE**

I. INTRODUCTION

This statement is submitted in support of the Petition of AKN Home Improvements, LLC and Andrzej Nasuto proposing that the Bridgeport City Council discontinue a portion of the unimproved "paper street" known as "Summit Place".

The portion of Summit Place to be discontinued is depicted on the "Map of Proposed Abandonment of a Portion of Summitt *[sic]* Place . . . Prepared for JLL Associates Scale 1"=10' 22 MARCH 2001". *Exhibit A.*

The Petitioners respectfully submit that the proposed discontinuation is in the best interests of the public and of the City of Bridgeport for reasons discussed further below, including:

- (1) The portion of Summit Place proposed to be discontinued is **not needed to serve the "common convenience and necessity"**. It is not needed as a way for the general public to conveniently travel from one place to another and would provide little to no public benefits. Abutting owners would continue to have private rights of way in Summit Place and rights as members of the public to use the remaining portion of the street that is not discontinued.
- (2) **Improvement of Summit Place as a public highway would be impracticable** due to the presence of steep slopes, ledge and boulders.
- (3) Discontinuation best **serves the public interest** because it would **promote the public health, safety and welfare** and would help **stabilize neighborhood property values and tax revenues**.
- (4) Discontinuation would be **fair and equitable**. Because it would allow the Petitioners to obtain a certificate of occupancy for the house on their property that was built and improved in reliance on approvals and permits issued by City building and land use officials.

II. BACKGROUND FACTS

A. The Petitioners and their property at 245-247 Alba Avenue

The Petitioner AKN Home Improvements, LLC owns the property known as 245-247 Alba Avenue in Bridgeport (the "Petitioners' property"). The

Petitioner Andrzej Nasuto is a principal member of AKN Home Improvements, LLC.

A single family house exists on the Petitioners' property. The one and one half story house was built pursuant to Building Permit No. 015828, issued by the Bridgeport Building Department on December 15, 1997. *Exhibit B (Building Permit No. 15828); Exhibit C (Application for Permit No. 015828)*. The permit indicates the house was built on a previously existing foundation. *Id.*

As part of the building permit approval process the plans were reviewed and approved for zoning compliance by the Bridgeport Zoning Department on November 17, 1997. *Exhibit C*. The Engineering Department also issued an approval on November 10, 1997. *Id.* Building Department records also indicate the electrical system and mechanicals were inspected and approved.

However, the building permit remains open and the Petitioners have been unable to obtain a Certificate of Occupancy because the Zoning Department now claims a portion of the house encroaches across the building line of Summit Place, a "paper street" that appears on maps but that is not a public highway and was never improved. Without a Certificate of Occupancy the Petitioners are not able to sell or rent their property. **Zoning Department officials have indicated that a certificate of occupancy can be issued if the portion of Summit Place that abuts the Petitioners' property is discontinued.**

The portion of Summit Place proposed to be discontinued is comprised only of the segment of Summit Place located between the Petitioners' property and the property known as 22 Summit Place. As discussed below, owners of land abutting a discontinued public right of way retain a private right of way to use the road.

B. The paper street known as "Summit Place"

Summit Place was initially laid out in 1917 on a map of a proposed residential development called "Woodlawn Park". *Exhibit D (portion of "Map of Woodlawn Park . . ." on file in the Town Clerk's Office as Map Vol. 53, Pg. 84)*.

Although originally laid out to intersect with the public highway known as Alba Avenue, records maintained in the Bridgeport Engineering Department indicate that at present the northerly limit of Summit Place ends on private property and does not reach Alba Avenue. *Exhibit E (As-Built Survey Prepared for AKN Home Improvement, LLC 245 Alba Avenue . . ., Note: "Limit of R.O.W." indicates Right of Way in Summit Place does not extend to limit of Right of Way in Alba Avenue.*

At its southerly end, Summit Place intersects with Woodlawn Avenue. Woodlawn Avenue is an accepted public highway of the City of Bridgeport, however the section of Woodlawn Avenue that intersects with Summit Place remains unimproved.

Summit Place is not, nor has it ever been, an accepted public highway of the City of Bridgeport. The word "highway" means any public right of way such as a public street or sidewalk. Conn. Gen. Stat. Sec. 13a-1. The "essential feature of a highway is that it is a way over which the public at large has the right to pass." *Wamphassuc Point Property Owners Association v. Public Utilities Commission*, 154 Conn. 674 (1967).

Most often, the city does not own the land beneath a public street. Instead, the public has only a right of way, or easement to pass and repass across land that is privately owned, usually by the abutting property owners up to the center line on each side. In Connecticut "[a]n abutting owner is presumed . . . to own the fee of the land to the center of the highway." *Antenucci v. Hartford Roman Catholic Diocesan Corp.*, 142 Conn. 349, 355 (1955).

A public highway can be established by direct action of the state legislature, a municipality, by a court, or by the common law doctrine of "private dedication and acceptance". See *Montanaro v. Aspetuck Land Trust, Inc.*, 137 Conn. App. 1, 9 (2012); and R. Fuller, 9B Connecticut Practice Series: Land Use Law and Practice (3d Ed. 2007) § 49:2, pp. 95-96. The first three methods do not apply to Summit Place. Only the doctrine of private dedication and acceptance is potentially relevant here.

"[T]wo elements are essential to a valid dedication": (1) a 'dedication' of the land to the public for use as a highway; and (2) an 'acceptance' of the highway by the public or the municipality." *Montanaro* at 11. Both are required to create a public highway. *Id.* "Dedication" means the owner of land has shown an intent to offer the land for public use. "Acceptance" means the public has accepted that offer.

A street drawn on a development plan can be considered to have been "dedicated" for public use, but it does not become a "public" unless and until it is also "accepted" by the public or the municipality. Once accepted, the municipality becomes responsible for maintenance and repair of the roadway, and for keeping it safe for public travel.

Acceptance can occur through actual use, for example where members of the general public, as opposed to only people who own abutting property, begin to use the road as a "way of common convenience and necessity". Acceptance can also be evidenced by "acts of dominion and control" by the municipality, for example, where a city paves and plows a street and installs lights, drainage

structures, and signage. In this case, although the Woodlawn Park Map is evidence of dedication, there is no evidence of public acceptance.

"[T]o be effectual an acceptance must occur within a reasonable period of time after the intent to dedicate the property has been manifested." *Katz v. West Hartford*, 191 Conn. 594, 598 (1983) (emphasis added). Where the public does not accept the dedicated street within a reasonable time, the public right of way can be extinguished by adverse use and possession by the underlying land owner. *Meshberg v. Bridgeport City Trust Co.*, 180 Conn. 274 (1980).

On the other hand, even where the public does not accept a street, owners of property that abuts land dedicated as a street may have private rights to use the street. *Whitton v. Clark*, 112 Conn. 28, 32-34 (1930) (owners of lots shown on a development map were entitled to bring an action to stop construction of houses on land depicted on the map as having been dedicated for use as a park). In Connecticut, when a public highway is discontinued, abutting owners retain a private easement to reach another public highway. Conn. Gen. Stat. Sec. 13a-55.

There is no evidence Summit Place was ever accepted as a public highway of the City of Bridgeport. The Bridgeport Engineering Department records designate Summit Place as "private". There is no evidence Summit Place was ever improved or maintained by the City. It was never paved, lighted, plowed or otherwise improved or maintained by the City.

As noted above, pursuant to a building permit issued by the City in 1997 a portion of the Petitioners' house was built within the limits of the paper street. The house was built atop a foundation that already existed on the land prior to that time. The Petitioners and owners of 22 Summit Place (which also abuts Alba Avenue) have long maintained a lawn across the portion of Summit Place proposed to be discontinued. The remainder of Summit Place is wooded and unimproved. The Petitioners and their neighbors at 22 Summit Place keep the property clean and free from the debris and trash that clutter two other paper streets that exist in the neighborhood. *Exhibit F (Photo- view from Alba Ave)*.

III. The Bridgeport City Council has power and authority to discontinue a paper street pursuant to the Connecticut General Statutes and City Charter.

The City Council has the power and discretion to discontinue any highway or private way, **or land dedicated as a highway or private way** (such as Summit Place), pursuant to Section 13a-49 of the Connecticut General Statutes and Section 5 of the Charter of the City of Bridgeport. Section 13a-49 of the General Statutes provides, in relevant part:

The selectmen of any town may, subject to approval by a majority vote at any regular or special town meeting, as applicable, by a

writing signed by them, discontinue any highway or private way, or land dedicated as such, in its entirety, or may discontinue any part thereof or any property right of the town or public therein[.]

The provisions of Section 13a-49 apply to cities as well as towns pursuant to Section 13a-1(b) of the Connecticut General Statutes, and references to “selectmen” in the statute include members of a city council.¹ Section 5 of the Bridgeport Charter provides that “[t]he city council shall have power and authority as it shall deem needful . . . to discontinue . . . any highway [or] street . . . in the city, and to make and cause to be executed all such orders relating thereto as it shall judge proper.”

Section 13a-49 of the General Statutes was recently amended, effective October 1, 2015, to add notice requirements relative to abutting property owners. It provides that a city must provide written notice to all owners of property that abuts the land dedicated as a highway or private way. ***However, where only a partial discontinuance is proposed, notice need not be provided to an abutter where the city council makes a finding on the record that:***

- (A) such owner’s property does not bound [the part of the way proposed to be discontinued],
- (B) such notice is not necessary, and
- (C) that the owner’s property would not lose its sole access to a highway or private way, or land dedicated as such, because of such discontinuance or partial discontinuance.

The amendment to Section 13a-49 also requires that notice of the decision be mailed to all persons who received notice of the meeting, and that a notice be recorded on the land records stating the names of persons who received notice and identifying their properties by assessor’s map, block and lot number.

In addition, the statute also creates rights of appeal to superior court for persons aggrieved by a decision regarding a proposed discontinuance or by a failure to act on a petition. On appeal, if a committee appointed by the court ***“finds that such highway is not of common convenience and necessity, said court shall set aside such layout, and . . . the costs shall be paid by the town[.]”***

¹ “Wherever in the general statutes or special acts pertaining to highways the word ‘town’ is used, it shall include city . . . [.] The word ‘selectmen’ . . . shall, in relation to towns having a consolidated town and city government and bound to care for and maintain the highways therein, be construed to mean the board, officer or commission having charge of the care and maintenance of such highways.” Conn. Gen. Stat. Sec. 13a-1(b). The City of Bridgeport has had a consolidated city and town government since 1889, when the City was incorporated by special act of the state legislature. Pursuant to the Bridgeport Charter, the city council is the board “having charge of the care and maintenance of such highways” within the meaning of General Statutes Section 13a-1(b) and the power to discontinue highways pursuant to Section 13a-49.

IV. Discontinuance of the portion of Summit Place abutting the Petitioners' property is in the best interests of the public and of the City of Bridgeport

Summit Place is "land dedicated as a highway or private way" within the meaning of Section 13a-49 of the General Statutes, and is a "street" within the meaning of Section 5 of the Charter. Summit Place was implicitly dedicated by the filing of the Map of Woodlawn Park in the land records. However, as discussed above, **there is no evidence of public acceptance**, either through actual use as a "way of common convenience and necessity" or through maintenance and control by the City. Again, the Bridgeport Engineering Department has always designated Summit Place as a "private" way.

Moreover, the portion of Summit Place sought to be discontinued has been exclusively used and maintained by the Petitioners and the owners of 22 Summit Place and, as noted, the Petitioners' house was built on a foundation that existed within the street lines of Summit Place prior to 1997. As a matter of law, this portion of Summit Place may be deemed already to have been abandoned or adversely possessed by the abutting owners.

There is no basis for finding that Summit Place is needed for any public purpose. It is not needed to serve "the common convenience and necessity" because enough public highways exist in the area to serve the needs of the public in getting from one place to another. It is not useful to the public or needed to protect the public health, safety and welfare.

In fact, the public welfare would be best served by a discontinuation of Summit Place. There is no present or anticipated need for the public to use Summit Place as a way of travel from one public road to another. Alba Avenue and Woodlawn Avenue conveniently connect with a large network of intersecting public streets in the neighborhood. The presence of steep slopes, ledge and boulders along Summit Place and intersection portions of Woodlawn Avenue would make improvement of those roads impracticable and cost prohibitive. *Exhibit G (photos)*. **Abutting landowners are protected because they retain private easement rights to use Summit Place.**

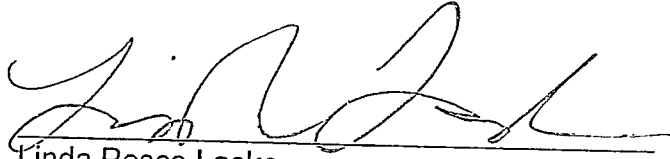
Finally, **the proposed discontinuation serves the interests of justice and equity**, because it will allow the Petitioners to obtain a certificate of occupancy for the house built in reliance on approvals issued by City officials.

III. CONCLUSION

In conclusion, the Petitioners respectfully request that the City Council discontinue the portion of Summit Place that abuts or passes across the Petitioner's Property.

The Petitioners,
AKN Home Improvements, LLC and Andrzej Nasuto

By:

A handwritten signature in black ink, appearing to read 'Linda Pesce Laske', written over a horizontal line.

Linda Pesce Laske
Green & Gross, P.C.
1087 Broad Street, Suite 401
Bridgeport, CT 06604

Their Attorneys

EXHIBIT A

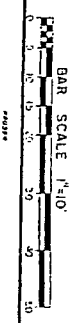
ALBA AVENUE



ULLER & CO., INC.
1000 W. 10th St.
Des Moines, IA 50319

LEONARD C. ULLER, III, L.L.M.
REGISTERED LAND SURVEYOR
DES MOINES, IOWA
No. 1000
1000 W. 10th St.
Des Moines, IA 50319

MAP OF PROPOSED ABANDONMENT
OF A PORTION OF
SUMMIT PLACE
AND MAP OF LOT B1
MAP OF "JIL BUILDERS"
BRIDGEPORT, CT.
PREPARED FOR:
JIL ASSOCIATES, LLC
SCALE: 1"=10' 22 MARCH 2001



CT 7845

EXHIBIT B

BUILDING PERMIT

Nº 15828

Building Department

City of Bridgeport, Connecticut

DEC 15 1997

.....19.....

Permission is hereby granted to ~~FRANK~~ **ANDREZEY NASUTO**
to erect
ONE FAMILY HOUSE ON EXISTING FOUNDATION
245 PAS
Located at No.
~~244~~ **ALBA AVENUE**..... Street

THIS PERMIT IS GRANTED ON CONDITION THAT ALL CITY, STATE AND FEDERAL RULES REGULATIONS AND LAWS ARE COMPLIED WITH.
A CERTIFICATE OF OCCUPANCY MUST BE GRANTED BEFORE BUILDING OR ADDITIONS IS OCCUPIED.

THIS PERMIT EXPIRES SIX (6) MONTHS FROM DATE IF WORK IS NOT COMMENCED.

CALL OFFICE WHEN WORK IS STARTED, Telephone 576-7225, Building Department

Special Conditions:

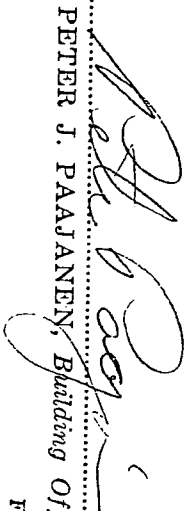
.....

Building fee \$ 644

Occupancy fee \$ 10

Total \$ 654

.....
THOMAS DUDA, Deputy Building Official

.....

PETER J. PAAJANEN, Building Official

CITY OF BRIDGEPORT
BUILDING DEPARTMENT

Permit No. **015828**

Receipt No. **87871**

Date Issued **DEC 15 1997**

Office **BRIDGEPORT BUILDING DEPARTMENT**

Project **ADD CONSTRUCTION**

Address **63 Woods Grove Rd**

City **BRIDGEPORT**

State **CT**

Zip Code **06604**

Phone **203-385-1154**

Contractor **BRUCE SELF**

Architect-Engineer

Registration No.

Permit To-
David Miller

Address **63 Woods Grove Rd**

City **Bridgeport CT 06604**

Phone **9263111**

Area of Work **45,000**

1. Dept. Est.

Permit Fee **674**

Inspection Fee **10**

Plan Fee **654**

Total **1338**

ANS APPROV **12/12/97 spm**

OFFICE USE ONLY	Flood Zone	Use Group	Floor Load	Fire Grading	Occupancy Load	Type Construction	Code Version
		R-4	40#G2	1#R2	-	5B	94
Dimensions		Length	Width	Height	No. of Stories	Area	
	New Construct	40'	30'	15'±	1	1200 ft ²	
	Existing						
Sprinklers:		<input type="checkbox"/> Required <input type="checkbox"/> Hazard Class		Water Demand: PSI, GPM,			
TYPE OF IMPROVEMENT		RESIDENTIAL		NON-RESIDENTIAL			
<input checked="" type="checkbox"/> New construction <input type="checkbox"/> Addition <input type="checkbox"/> Alterations <input type="checkbox"/> Repairs <input type="checkbox"/> Change of use _____ <input type="checkbox"/> Other (explain) _____		<input checked="" type="checkbox"/> One and two family <input type="checkbox"/> Three or more family <input type="checkbox"/> Hotel-Motel <input type="checkbox"/> Garage SWIMMING POOL <input type="checkbox"/> Private (1 Family Dwelling) <input type="checkbox"/> Public (State Health Dept. approval required)		<input type="checkbox"/> Parking garage <input type="checkbox"/> Service station <input type="checkbox"/> Storage <input type="checkbox"/> Mercantile, stores, etc. <input type="checkbox"/> Industrial <input type="checkbox"/> Office, bank, professional <input type="checkbox"/> Institutional <input type="checkbox"/> Assembly, church, restaurant, etc. <input type="checkbox"/> Other _____			
TYPE OF WALL CONSTRUCTION							
<input checked="" type="checkbox"/> Wood Frame Masonry: <input type="checkbox"/> Wood Joist <input type="checkbox"/> Other <input type="checkbox"/> Steel <input type="checkbox"/> Reinforced Concrete <input type="checkbox"/> Other							
Existing Use: vacant lot w/ foundation							
New Use (if any): Single family							
Describe Work To Be Done Fully:							

excet 1 1/2 story on existngy foundation
See permit # 11896 for add'l info on form

HOLD HARMLESS/RELEASE

City of Bridgeport and Bridgeport Building Department require that permittee shall indemnify and hold-harmless 'City/Department', its employees and agents and release both from any and all claims or actions brought by third parties for injuries or damages of property in connection with granting of this permit and work to be performed there under. Permittee may be required to insure against such claims in amounts appropriate to meet such obligation. City/Department shall have the right to renew and specify such amount and scope of coverage as it may deem appropriate for activities conducted under this permit.

The owner acting herein by and through his agent, licensed Engineer or Architect of the above described property hereby approves this application and agrees to comply with all appropriate statutes of the State of Connecticut and all regulations of the Connecticut State Building Code and to do no work not specifically covered by this application.

I declare under penalties of perjury that this application, including any accompanying plans, specifications, etc., has been examined by me and to the best of my knowledge and belief is a true, correct and complete statement of the work to be covered by this application, the proposed work is authorized by the owner in fee and that the applicant is authorized to make such application, and that I am the agent, Licensed Engineer, or Architect employed by the owner to the proposed work.

Signed: David Miller Signature of Owner or Authorized Agent
 Date: 11/15/97
David Miller Print Name
 Address: 63 Woods Grove Rd City Bridgeport State CT Zip Code 06604 Phone 9263111

<input type="checkbox"/> Z B A <input type="checkbox"/> Zoning Commission	ZONING APPROVAL FOR ZONING COMPLIANCE ONLY ZONING DEPARTMENT CITY OF BRIDGEPORT, CONN. DATE: <u>11/17/97</u>	ENGINEERING APPROVAL <input type="checkbox"/> D E P <input checked="" type="checkbox"/> Sanitary <input type="checkbox"/> Storm <input type="checkbox"/> Health Dept. Approval APPROVED: <u>11/18/97</u> <u>Miller</u>
	Form 361-Rev 5/95	

EXHIBIT D



MAP OF
 WOODLAWN PARK
 BELONGING TO
 THE NEW ENGLAND DEVL CO
 BRIDGEPORT CONN.

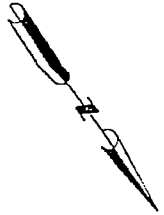
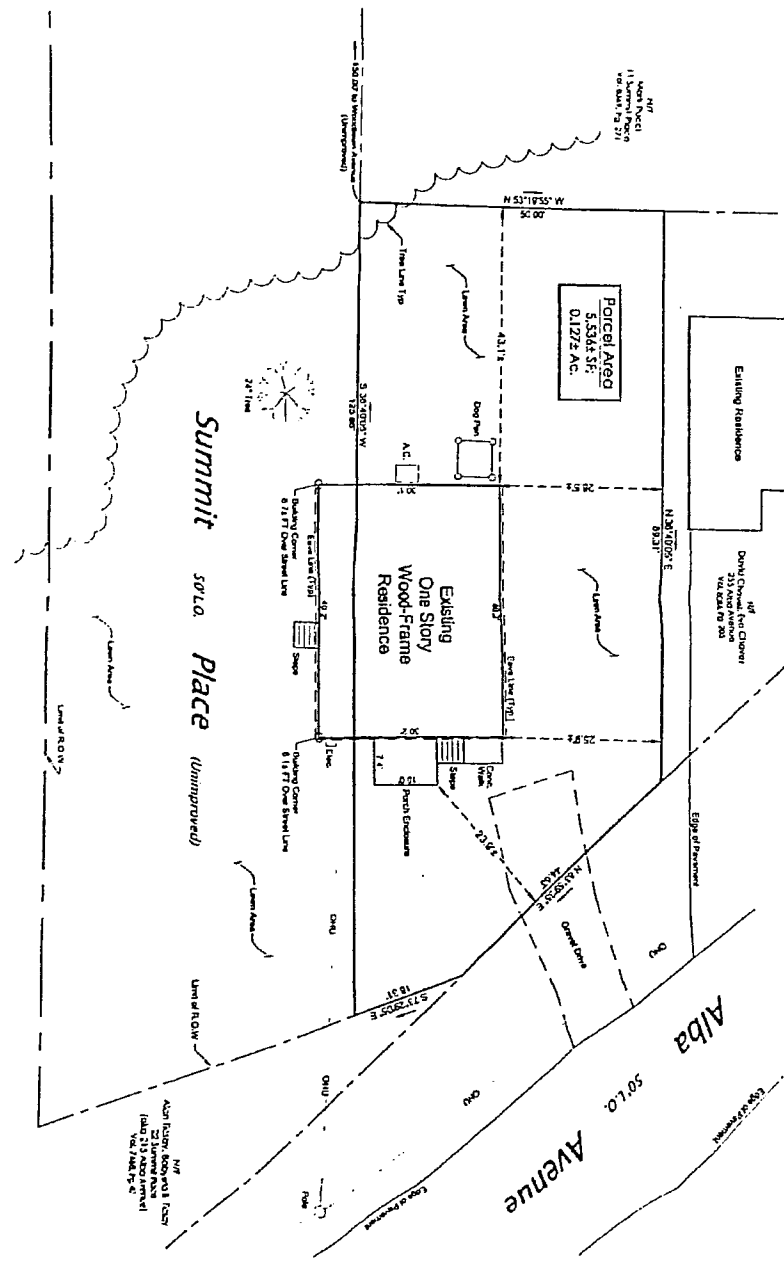
SCALE 1" = 500' FEBRUARY 1917

EXHIBIT E

[Faded text at the top of the page, likely bleed-through from the reverse side.]



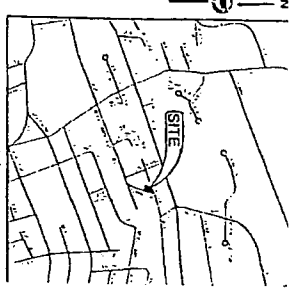
THIS PLAN IS THE PROPERTY OF THE CITY ENGINEER AND IS TO BE KEPT IN HIS OFFICE. IT IS TO BE LOANED TO THE APPLICANT AND IS NOT TO BE REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE CITY ENGINEER.



SCALE
1" = 20'

APPROVED FOR
ZONING COMMISSION ONLY
BY THE CITY ENGINEER
DATE

DATE APPROVED
CITY PLANNING
COMMISSION SEP. 17, 2011
ATTORNEY: [Redacted]



DESCRIPTION	REMARKS
1. LOT AREA	1,600 SQ FT
2. ZONING	RA-1
3. LOT AREA PER BUILDING FOOTPRINT	1,600 SQ FT
4. SETBACKS	10' FRONT, 5' SIDE, 10' REAR
5. BUILDING COVERED SPACE	5,334 SQ FT
6. LOT COVERED SPACE	1,600 SQ FT
7. MAXIMUM HEIGHT	10 FT
8. MAXIMUM BUILDING AREA	1,600 SQ FT
9. ACCESSORY STRUCTURE	None
10. TRAFFIC SIGNAGE	None
11. SIGNAGE	None
12. ADVERTISING	None
13. OTHER	None

AS-BUILT SURVEY
PREPARED FOR:
AKN HOME IMPROVEMENT
245 ALBA AVENUE
BRIDGEPORT, CONNECTICUT
APPROVED FOR THE CITY ENGINEER
DATE

EXHIBIT F

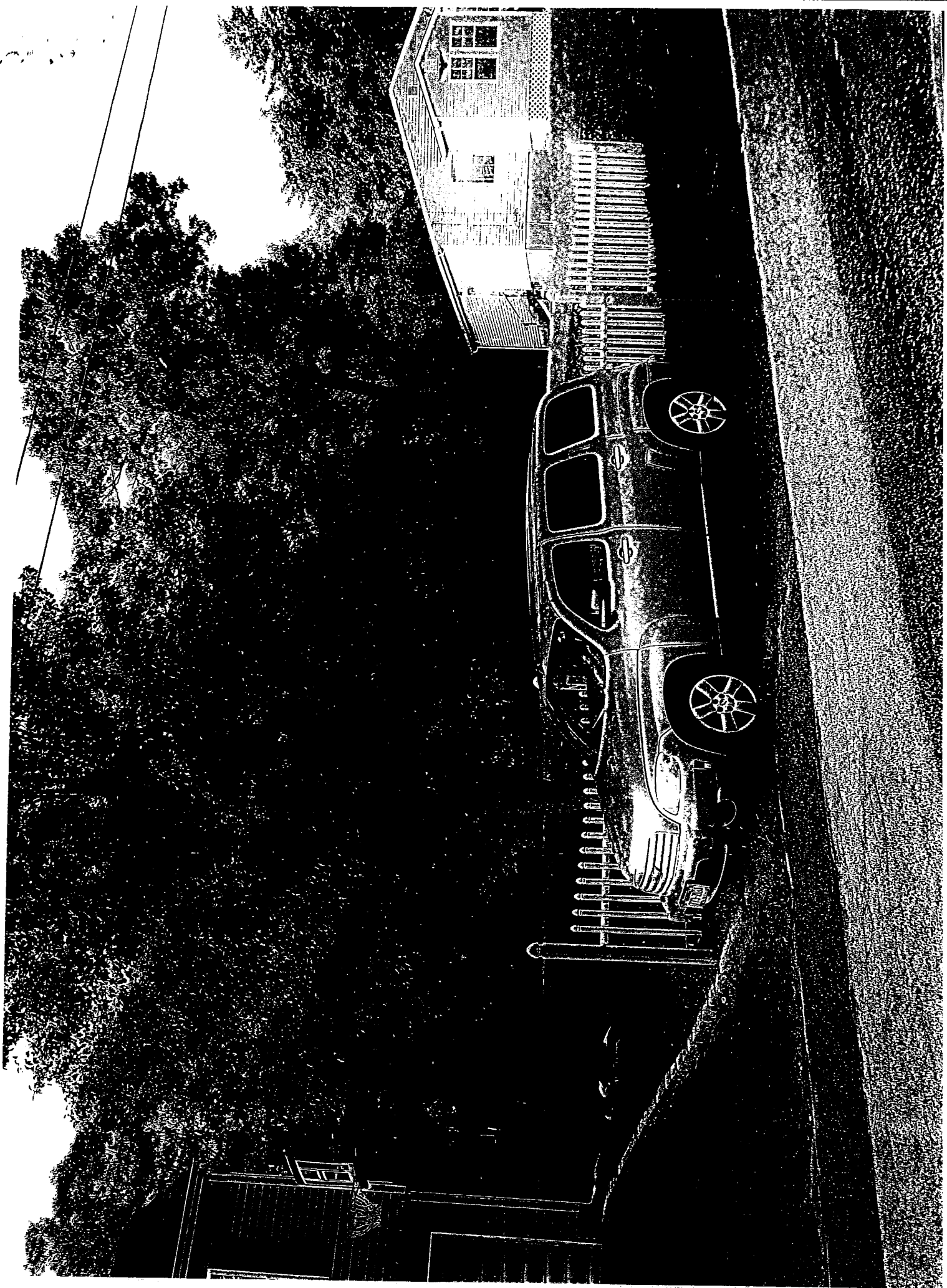
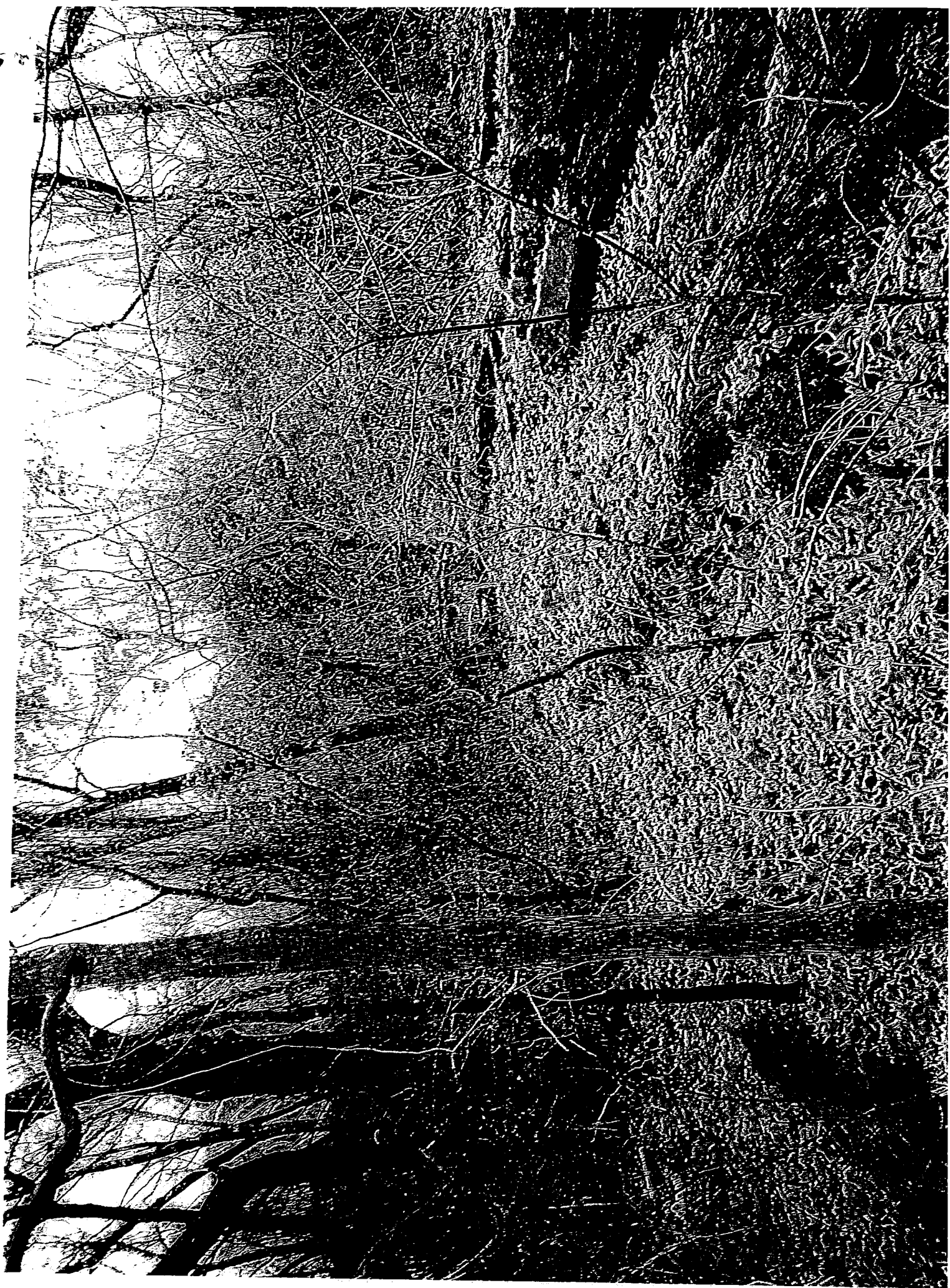


EXHIBIT G





NOTES

1. THE CITY OF BRIDGEPORT HAS REVIEWED THIS DISCONTINUANCE MAP AND HAS APPROVED THE DISCONTINUANCE OF THE ROAD AND THE RELOCATION OF THE ROAD TO BE LOCATED AS SHOWN ON THIS DISCONTINUANCE MAP. THE CITY OF BRIDGEPORT HAS REVIEWED THIS DISCONTINUANCE MAP AND HAS APPROVED THE DISCONTINUANCE OF THE ROAD AND THE RELOCATION OF THE ROAD TO BE LOCATED AS SHOWN ON THIS DISCONTINUANCE MAP.
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LEGEND

CA	CITY OF BRIDGEPORT
CB	CITY OF BRIDGEPORT
CC	CITY OF BRIDGEPORT
CD	CITY OF BRIDGEPORT
CE	CITY OF BRIDGEPORT
CF	CITY OF BRIDGEPORT
CG	CITY OF BRIDGEPORT
CH	CITY OF BRIDGEPORT
CI	CITY OF BRIDGEPORT
CJ	CITY OF BRIDGEPORT
CK	CITY OF BRIDGEPORT
CL	CITY OF BRIDGEPORT
CM	CITY OF BRIDGEPORT
CN	CITY OF BRIDGEPORT
CO	CITY OF BRIDGEPORT
CP	CITY OF BRIDGEPORT
CQ	CITY OF BRIDGEPORT
CR	CITY OF BRIDGEPORT
CS	CITY OF BRIDGEPORT
CT	CITY OF BRIDGEPORT
CU	CITY OF BRIDGEPORT
CV	CITY OF BRIDGEPORT
CW	CITY OF BRIDGEPORT
CX	CITY OF BRIDGEPORT
CY	CITY OF BRIDGEPORT
CZ	CITY OF BRIDGEPORT

METS AND BOUNDS

Discontinuance of Summit Place Private, Unimproved Right-of-Way

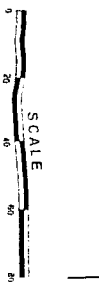
A portion of the right-of-way in the City of Bridgeport, Connecticut, known as Summit Place Private, Unimproved Right-of-Way, is shown on the attached map. The right-of-way is shown as a narrow strip of land between the existing residence and the former parcel area. The right-of-way is shown as a narrow strip of land between the existing residence and the former parcel area.

The area shown on the attached map is a portion of the right-of-way in the City of Bridgeport, Connecticut, known as Summit Place Private, Unimproved Right-of-Way. The area shown on the attached map is a portion of the right-of-way in the City of Bridgeport, Connecticut, known as Summit Place Private, Unimproved Right-of-Way.

Cabezas
DeAngelis
 ENGINEERS & SURVEYORS
 STATE LICENSE NO. 11020
 LICENSE NO. 11020
 STATE OF CONNECTICUT
 221 Woodmont Avenue
 Bridgeport, Connecticut 06611
 Tel: (203) 366-2211
 Fax: (203) 366-2212

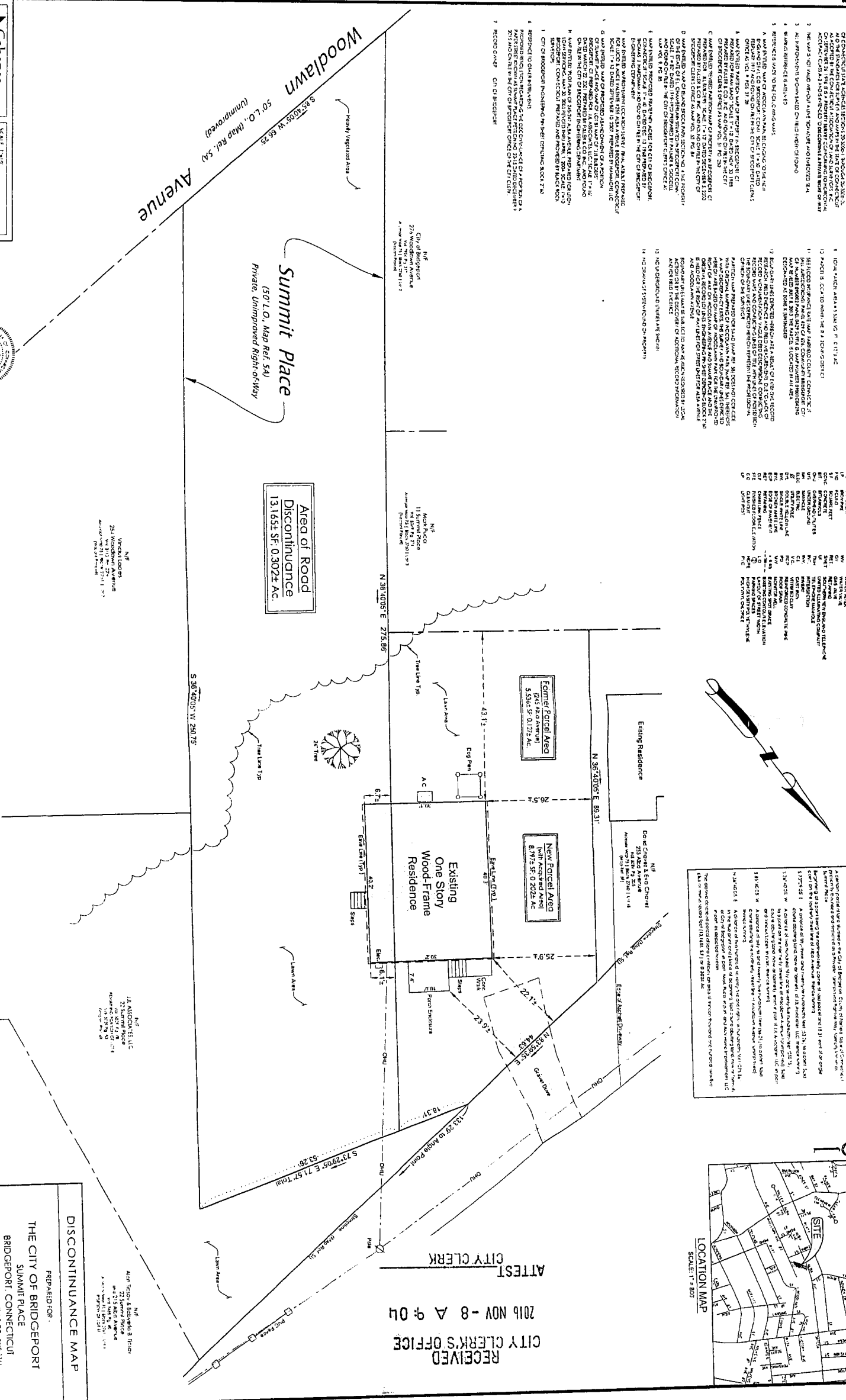


TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS DISCONTINUANCE MAP IS A TRUE AND CORRECT REPRESENTATION OF THE FACTS.

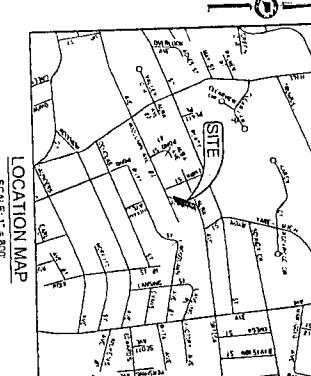


PROGRESS PRINT 8-31-2016

PREPARED FOR:
 THE CITY OF BRIDGEPORT
 SUMMIT PLACE
 BRIDGEPORT, CONNECTICUT
 ASSISTANT ENGINEER: MAP 151 B.C.G. 7-30-2016
 SHEET 1 OF 1



RECEIVED
 CITY CLERK'S OFFICE
 2016 NOV - 8 A 9:04
 ATTEST
 CITY CLERK



DISCONTINUANCE MAP

FOR THE CITY OF BRIDGEPORT

THE CITY OF BRIDGEPORT
 SUMMIT PLACE
 BRIDGEPORT, CONNECTICUT
 ASSISTANT ENGINEER: MAP 151 B.C.G. 7-30-2016
 SHEET 1 OF 1