

**ADDENDUM  
TO  
AGENDA**

**CITY COUNCIL MEETING**

**MONDAY, NOVEMBER 6, 2017**

7:00 p.m.

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

**ADDED:**

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

- \*71-16** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 2.02 – Administrative Regulations Generally, amend to add new Section 2.02.080 – Residency Reporting of all Municipal Elected Officials and Board and Commission Members.
- \*128-16** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 3 – Revenue and Finance, Chapter 3.70 – Event Admissions Surcharge, amend to add new Section 3.70.015 – Exemption.
- \*146-16** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Chapter 13.04 – Utilities, Article II. – Water Pollution Control Authority, amend to add New Subsection B to Section 13.04.330 – Allowance for metered water not discharged into the city’s sanitary sewer system.
- \*158-16** Ordinance Committee Report re: Amendments to the Municipal Code of Ordinances, Title 9 – Public Peace and Welfare, amend to add new Chapter 9.28 – Recovery of Costs Related to Properties with Chronic Breaches of the Peace, Public Disturbances and Disorderly Conduct.

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 6, 2017

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: October 2, 2017 & October 16, 2017

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

- \*147-16 Public Safety and Transportation Committee Report re: Honorary Naming of a Portion of Platt Street from Chopsey Hill Road to Ryon Street as “Reverend William Barber Sr. Way”.
- \*151-16 Contracts Committee Report re: Employment Contract with Fire Chief, Richard Thode.
- \*159-16 Contracts Committee Report re: Design-Build Agreement with Tancreti Construction, LLC. for a new Spider Monkey Exhibit at Beardsley Zoo.
- \*160-16 Contracts Committee Report re: Amphitheater Development and Operating Agreement with Harbor Yard Amphitheater, LLC.
- \*119-16 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Education – Youth Services Bureau, (Project #18532).
- \*121-16 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Education – Youth Services Bureau Enhancement, (Project #18540).
- \*132-16 Economic and Community Development and Environment Committee Report re: Grant Submission: U.S. Conference of Mayors for FY 2018 Childhood Obesity Prevention Awards, (Project #18305).
- \*133-16 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health Emergency Preparedness Grant (Project #18221).
- \*154-16 Miscellaneous Matters Committee Report re: Appointment of Sharon E. Lewis to the Bridgeport Environmental Task Force.

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

- \*155-16** Miscellaneous Matters Committee Report re: Appointment of Alma L. Maya to the Bridgeport Environmental Task Force.
- \*156-16** Miscellaneous Matters Committee Report re: Appointment of Joshua J. Parrow to the Bridgeport Environmental Task Force.
- \*157-16** Miscellaneous Matters Committee Report re: Appointment of Nikolaos Roussas to the Bridgeport Environmental Task Force.
- \*161-16** Miscellaneous Matters Committee Report re: Appointment of Raquel Rivera-Pablo (D) to the Food Policy Council.
- \*162-16** Miscellaneous Matters Committee Report re: Reappointment of Christine E. Stafstrom (D) to the Food Policy Council.
- \*163-16** Miscellaneous Matters Committee Report re: Appointment of Anna E. Greer (D) to the Food Policy Council.
- \*164-16** Miscellaneous Matters Committee Report re: Appointment of John M. Hosier (U) to the Board of Park Commissioners.
- \*165-16** Miscellaneous Matters Committee Report re: Appointment of Richard D. Greenwood (D) to the Harbor Management Commission.
- \*166-16** Miscellaneous Matters Committee Report re: Workers' Compensation Settlement/Stipulate Award in the matter of claimant Joseph Savino.

**MATTERS TO BE ACTED UPON:**

- 153-16** Miscellaneous Matters Committee Report re: Appointment of Kathleen A. Donovan to the Bridgeport Environmental Task Force.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 6, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

**NAME**

**SUBJECT**

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John Marshall Lee  
30 Beacon Street  
Bridgeport, CT 06605

City Priorities – Fiscal Picture.

Dasha Spell  
144 Golden Hill Street  
Bridgeport, CT 06604

Education & Youth.

Cecil C. Young  
99 Carroll Avenue  
Bridgeport, CT 06607

Unjust termination cover-up.

Christopher J. Taylor  
155 Davenport Street  
Bridgeport, CT 06607

General issues concerning Bridgeport.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING  
MONDAY, NOVEMBER 6, 2017  
6:30 PM  
City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT**

**CALL TO ORDER**

Council President McCarthy called the Public Speaking session to order at 6:33 p.m.

**ROLL CALL**

The City Clerk called the roll.

130<sup>th</sup> District: Kathryn Bukovsky, Scott Burns  
131<sup>st</sup> District: Jack O. Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: M. Evette Brantley, John Olson  
133<sup>rd</sup> District: Thomas McCarthy, Jeanette Herron  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Mary McBride-Lee; Richard Salter  
136<sup>th</sup> District: José Casco, Alfredo Castillo (6:37 p.m.)  
137<sup>th</sup> District: Aidee Nieves, Milta Feliciano  
138<sup>th</sup> District: Anthony Paoletto  
139<sup>th</sup> District: Eneida Martinez, James Holloway

RECEIVED  
CITY CLERKS OFFICE  
17 NOV 13 PM 4: 37  
ATTEST  
CITY CLERK

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 6, 2017 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

**NAME**

**SUBJECT**

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

City Priorities – Fiscal Picture.

City Council members and patient taxpaying public, greetings:

Tonight is my last chance to provide this Council with information that may have escaped notice. It's about facts from your Legislative budget that has not been shared with the voters. I have stated for many years that as elected representatives of the City, you have a role and responsibility to monitor city processes, to know what is going on, and to spend each taxpayer

dollar looking for effectiveness, being tightfisted about it, as well as to oversee what we own as a municipality; to keep track of what we buy each year so as to gain long term value from such purchases. Of course I expect you to track revenues and City accounts of all kinds to be sure that you know about the flows of revenues for personnel, benefits, outside services, as well as things purchased. It's your duty!

It seems appropriate to ask you about your own expenses as City Council. Three weeks ago I requested info on the past two years of Legislative Stipends. That would be the \$18,000 per Council members that taxpayers appropriated to reimburse your debit cards charges. The City let me know last week that these records would consume 150 pages and cost me \$75 at .50 per page. I practice frugality personally. I asked to see the records before deciding to print.

*Council Member Castillo joined the meeting at 6:37 p.m.*

I will ask the next City Council to create a spot on the City web site that will show all taxpayers just what expenses various members of the Council think are necessary to their work as representatives. On that site you can also post reports on the quality "best practices" you claim to be seeking when so many of you attend one or more conferences in a year. You may be learning, but you are not sharing this expertise with those who are funding your junkets.

I have looked at the Legislative account called Other Services and found only one expense, for \$5,400 for legal/financial services of a skilled professional at budget time that seems like a true Council expense for rendered services. I assume you were in agreement on that expense? But what about a multiple of that amount provided to

• AAU Basketball Program	\$1,000
• United Way of Coastal (table of 13 Mayor's Gala)	\$1,950
• I Luv BPT LLC – Downtown Thursdays	\$5,000
• Anthony Darnell Taylor performer	\$1,200
• Bridgeport Regional Bus Council (2 luncheons-16)	\$980
• Bridgeport Neighborhood Trust (\$65 for 10 tickets)	\$650
• Barnum Festival (3 events – 30 tickets)	\$2,900
• NLC Summit Dinner (19 tickets @ \$65)	\$1,235
• Boys and Girls Clubs (Orcutt 10 @ \$40)	\$400
• Juneteenth parade advertisement	\$500
• Save Our Babies (10 City Council @ \$50 banquet)	\$500
• McGivney (10 Council @ \$125 Dinner)	\$1,250
• Puerto Rican Parade (10 CC @ \$65 plus ad)	\$950

There is one last one listed in this category for FY2016-17. On April 28, 2017 some thrifty soul on the Council filed registrations for 12 City Council members to attend the NLC Summit in Charlotte on November 15-18, 2017? That's within the next two weeks. Did 12 Council members survive the primary or election day tomorrow? The amount requested was \$450.80. Twelve members reserving costs \$5,410. Is this trip a reward? Or to educate representatives? Who will answer? Why did not each representative from their own stipend make such thrifty plans?

None of the above expenditures shows which member(s) of the 20 Council persons filled out these purchase orders? Did all of the Council members meet to discuss such use of taxpayer funds and vote? Where is such record? 128 tickets for events with meals were listed above. Who gets the free lunch? What is the legislative purpose of tens of thousands being spent in this manner annually without public input? Accountability? Is this legal?

As a group you did not represent the 21,000 youth in the school system with much financial assistance. You did not provide \$3 Million of funding above the previous year as some tried to share with the public. The BOE has its own problems after the State cuts, and no doubt, the City will wrestle with its own cuts. Is it too much to hope that the next City Council will look after its own funds in a better manner, share the pain with the tax paying public, and develop a system for understanding who works for the City, what they are doing of value, and how much that costs the taxpayer? Time will tell.

**Dasha Spell**  
144 Golden Hill Street  
Bridgeport, CT 06604

Education & Youth.

Ms. Dasha Spell came forward to address the Council Members. She said that as the residents prepare for the election tomorrow, it is a special night for her. She said that she was putting out a challenge to the Council members and candidates. On November 18th, whoever is sitting in the chambers will have the opportunity to change the law and to do the right thing. Ms. Spell said that the kids need to find a place where they are safe and warm. Legacy has been bad politics and created bad policies. It's time to change. Everyone needs to unite and work with the State Legislature because the legislators don't work with communities that don't work together. She said that she was tired of hearing about all the hatred across the country. Ms. Spell pointed out that while any given person may not like the person seated next to them or the person seated in front of them, it is important to work together. She concluded by wishing everyone the best of luck in the upcoming elections.

**Cecil C. Young**  
99 Carroll Avenue  
Bridgeport, CT 06607

Unjust termination cover-up.

Council President McCarthy called for Mr. Young to come forward. There was no response. He called for Mr. Young to come forward two more times. There was no response.

**Christopher J. Taylor**  
155 Davenport Street  
Bridgeport, CT 06607

General issues concerning  
Bridgeport.

Mr. Taylor came forward and thanked Council President McCarthy for his years of service. While Mr. Taylor said he may not agree with all of Council President McCarthy's thoughts, Council President McCarthy has always dressed the part and acted the part. He also said that Council Member Holloway was leaving after 30 plus years of Council service and thanked him for his efforts on behalf of the City.

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

City of Bridgeport

Mr. Clyde Nicholson came forward and said that he was present to speak about the lack of educational funding from the State. If he committed a crime and ended up before a judge, he would not be told that there was no money to lock him up in jail. However, they always talk about the cost of education. The lottery system was started to fund the education system, but the State took the money and put it in the General Fund. He suggested that 10% of the funding be given to the educational system. Someone is making a lot of money off the lottery funds. It will be important to find out where the lottery money is going because the kids not getting their share of education funding are getting ripped off. People complain about this but don't do anything about it.

Mr. Nicholson asked Council President McCarthy if he was retiring, along with Council Member Holloway and Rev. Olson. Council President McCarthy stated that he was retiring. Mr. Nicholson said that it's been quite a ride and thanked everyone for putting up with him. He concluded his remarks with "God bless you all".

**Ethan Book**  
144 Coleman Street  
Bridgeport, CT 06604

Mr. Ethan Book came forward and said that he was shocked that he was being allowed to speak because Mr. Cecil Young did not show up.

He then said that if a country takes away religion, there cannot be enough police hired. Mr. Book then read from an Internet magazine article about the loss of democracy due to the loss of religion.

He said that this was the last meeting of this council and some of the Council Members would be back while others would not. While they may not share the same ideological views, they need to work together.

### **ADJOURNMENT**

Council President McCarthy adjourned the Public Speaking portion of the Council meeting at 6:59 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

City of Bridgeport  
City Council  
Regular Meeting  
November 6, 2017



**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, NOVEMBER 6, 2017**

**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 7:07 p.m.

**PRAYER.**

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

At the conclusion of Council Member McBride-Lee's prayer, Council Member Brantley requested a moment of silence for the following individuals and their families:

The family of Rev. Roundtree who recently passed away  
The family of 27-year-old Jordan Soares, who tragically died in a car accident  
The families of the October 29th Texas Church shootings

**PLEDGE OF ALLEGIANCE**

Following the conclusion of the moment of silence, Council Member Brantley led those present in reciting the Pledge of Allegiance.

**ROLL CALL**

The City Clerk called the roll.

130<sup>th</sup> District: Kathryn Bukovsky, Scott Burns  
131<sup>st</sup> District: Jack O. Banta, Denese Taylor-Moye  
132<sup>nd</sup> District: M. Evette Brantley, John Olson  
133<sup>rd</sup> District: Thomas McCarthy, Jeanette Herron  
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135<sup>th</sup> District: Mary McBride-Lee; Richard Salter  
136<sup>th</sup> District: José Casco, Alfredo Castillo  
137<sup>th</sup> District: Aidee Nieves, Milta Feliciano  
138<sup>th</sup> District: Anthony Paoletto, Nessah Smith (7:35 p.m.)  
139<sup>th</sup> District: Eneida Martinez, James Holloway

A quorum was present.

### **EXECUTIVE SESSION**

Council President McCarthy announced that there would need to be an executive session regarding the proposed amphitheater.

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO ENTER INTO EXECUTIVE SESSION TO DISCUSS CONTRACTUAL ISSUES REGARDING THE PROPOSED AMPHITHEATER PROJECT.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

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

The Council Members and some of the City Attorney staff moved into the Democratic Caucus Room to discuss contractual issues regarding the proposed amphitheater project at 7:10 p.m.

*Council Member Smith joined the meeting & the Executive Session at 7:37 p.m.*

They returned to public session at 7:51 p.m. No actions were taken during the Executive Session.

*Mayor Gamin joined the meeting at 7:51 p.m. and assumed the chairmanship.*

### **MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: October 2, 2017 & October 16, 2017**

**\*\* COUNCIL MEMBER BRANTLEY MOVED TO APPROVE THE CITY COUNCIL MINUTES FOR OCTOBER 2, 2017 AND OCTOBER 16, 2017.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION TO APPROVE THE CITY COUNCIL MINUTES FOR OCTOBER 2, 2017 AND OCTOBER 16, 2017 AS SUBMITTED PASSED UNANIMOUSLY.**

Council President McCarthy then requested a point of personal privilege. He then called the Council leadership down and presented all the retiring Council Members with awards of appreciation. At the conclusion of this, Council Member Holloway was also honored for his 30 years of service to the City as a Council Member and Council President McCarthy was also honored for his 16 years of service.

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

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member McBride-Lee requested Agenda Item 147-16 be removed; Council Member Herron requested that Agenda Item 151-16 be removed and Council Member Burns requested that Agenda Item 160-16 be removed.

Mayor Ganim requested that the City Clerk read the remaining Consent Calendar items into the record.

**\*\* COUNCIL MEMBER PAOLETTO MOVED THE FOLLOWING CONSENT CALENDAR:**

**\*159-16 CONTRACTS COMMITTEE REPORT RE: DESIGN-BUILD AGREEMENT WITH TANCRETI CONSTRUCTION, LLC. FOR A NEW SPIDER MONKEY EXHIBIT AT BEARDSLEY ZOO.**

**\*119-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF EDUCATION – YOUTH SERVICES BUREAU, (PROJECT #18532).**

**\*121-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF EDUCATION – YOUTH SERVICES BUREAU ENHANCEMENT, (PROJECT #18540).**

**\*132-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: U.S. CONFERENCE OF MAYORS FOR FY 2018 CHILDHOOD OBESITY PREVENTION AWARDS, (PROJECT #18305).**

**\*133-16 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT (PROJECT #18221).**

**\*154-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF SHARON E. LEWIS TO THE BRIDGEPORT ENVIRONMENTAL TASK FORCE.**

**\*155-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF ALMA L. MAYA TO THE BRIDGEPORT ENVIRONMENTAL TASK FORCE.**

**\*156-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JOSHUA J. PARROW TO THE BRIDGEPORT ENVIRONMENTAL TASK FORCE.**

**\*157-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF NIKOLAOS ROUSSAS TO THE BRIDGEPORT ENVIRONMENTAL TASK FORCE.**

- \*161-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF RAQUEL RIVERA-PABLO (D) TO THE FOOD POLICY COUNCIL.**
- \*162-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: REAPPOINTMENT OF CHRISTINE E. STAFSTROM (D) TO THE FOOD POLICY COUNCIL.**
- \*163-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF ANNA E. GREER (D) TO THE FOOD POLICY COUNCIL.**
- \*164-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF JOHN M. HOSIER (U) TO THE BOARD OF PARK COMMISSIONERS.**
- \*165-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF RICHARD D. GREENWOOD (D) TO THE HARBOR MANAGEMENT COMMISSION.**
- \*166-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: WORKERS' COMPENSATION SETTLEMENT/STIPULATE AWARD IN THE MATTER OF CLAIMANT JOSEPH SAVINO.**
- \*71-16 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 2.02 – ADMINISTRATIVE REGULATIONS GENERALLY, AMEND TO ADD NEW SECTION 2.02.080 – RESIDENCY REPORTING OF ALL MUNICIPAL ELECTED OFFICIALS AND BOARD AND COMMISSION MEMBERS.**
- \*128-16 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 3 – REVENUE AND FINANCE, CHAPTER 3.70 – EVENT ADMISSIONS SURCHARGE, AMEND TO ADD NEW SECTION 3.70.015 – EXEMPTION.**
- \*146-16 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, CHAPTER 13.04 – UTILITIES, ARTICLE II. – WATER POLLUTION CONTROL AUTHORITY, AMEND TO ADD NEW SUBSECTION B TO SECTION 13.04.330 – ALLOWANCE FOR METERED WATER NOT DISCHARGED INTO THE CITY'S SANITARY SEWER SYSTEM.**
- \*158-16 ORDINANCE COMMITTEE REPORT RE: AMENDMENTS TO THE MUNICIPAL CODE OF ORDINANCES, TITLE 9 – PUBLIC PEACE AND WELFARE, AMEND TO ADD NEW CHAPTER 9.28 – RECOVERY OF COSTS RELATED TO PROPERTIES WITH CHRONIC BREACHES OF THE PEACE, PUBLIC DISTURBANCES AND DISORDERLY CONDUCT.**

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

**MATTERS TO BE ACTED UPON:**

**\*147-16 Public Safety and Transportation Committee Report re: Honorary Naming of a Portion of Platt Street from Chopsey Hill Road to Ryon Street as “Reverend William Barber Sr. Way”.**

**\*\* COUNCIL MEMBER MCBRIDE-LEE MOVED TO AMEND AGENDA ITEM 147-16 BY SUBSTITUTION.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BUKOVSKY, BURNS, BANTA, TAYLOR-MOYE, BRANTLEY, LYONS, OLSON, MCCARTHY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH, MARTINEZ AND HOLLOWAY) AND ONE (1) IN OPPOSITION (VIZZO-PANICCIA).**

**\*\* COUNCIL MEMBER MCBRIDE-LEE MOVED TO AMEND AGENDA ITEM 147-16 AS AMENDED.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BUKOVSKY, BURNS, BANTA, TAYLOR-MOYE, BRANTLEY, LYONS, OLSON, MCCARTHY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH, MARTINEZ AND HOLLOWAY) AND ONE (1) IN OPPOSITION (VIZZO-PANICCIA).**

**\*151-16 Contracts Committee Report re: Employment Contract with Fire Chief, Richard Thode.**

**\*\* COUNCIL MEMBER HERRON MOVED TO AMEND AGENDA ITEM 151-16 WITH THE FOLLOWING LANGUAGE IN ARTICLE III – BENEFITS, SECTION C, INSURANCE POLICY TO:**

**“UPON RETIREMENT FROM THE CITY, THE FIRE CHIEF AND HIS ELIGIBLE SPOUSE AND DEPENDENTS SHALL RECEIVED RETIREE HEALTH BENEFITS COVERAGE IN ACCORDANCE WITH THOSE PROVIDED TO OTHER RETIRED FIREFIGHTERS.”**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

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

**\*\* COUNCIL MEMBER HERRON MOVED TO APPROVE AN AGENDA ITEM 151-16 AS AMENDED.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

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

**\*160-16 Contracts Committee Report re: Amphitheater Development and Operating Agreement with Harbor Yard Amphitheater, LLC.**

**\*\* COUNCIL MEMBER BURNS MOVED TO ENTER DOCUMENT TITLED "FACILITY DEVELOPMENT AND OPERATING AGREEMENT VERSION 6 AS EXHIBIT 160-16-1.**

**\*\* COUNCIL MEMBER CASCO SECONDED.**

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

Council Member Burns said that this new amendment will clarify some points and protect the City. He gave a brief overview of the changes for those present. He said that these changes were included in the contract already. Discussion followed about the details of the updated version. Copies were then given to the City Clerk as part of the record.

**\*\* COUNCIL MEMBER BURNS MOVED TO AMEND AGENDA ITEM 160-16 CONTRACTS COMMITTEE REPORT RE: AMPHITHEATER DEVELOPMENT AND OPERATING AGREEMENT WITH HARBOR YARD AMPHITHEATER, LLC BY SUBSTITUTION WITH EXHIBIT 160-16-1 AND INCLUDING THE ITEMS DISCUSSED IN EXECUTIVE SESSION.**

**\*\* COUNCIL MEMBER CASCO SECONDED.**

**\*\* THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BUKOVSKY, BURNS, BANTA, TAYLOR-MOYE, BRANTLEY, LYONS, OLSON, MCCARTHY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH, MARTINEZ AND HOLLOWAY) AND ONE (1) IN OPPOSITION (VIZZO-PANICIA).**

**\*\* COUNCIL MEMBER BURNS MOVED TO APPROVE AGENDA ITEM 160-16 CONTRACTS COMMITTEE REPORT RE: AMPHITHEATER DEVELOPMENT AND OPERATING AGREEMENT WITH HARBOR YARD AMPHITHEATER, LLC AS AMENDED AND CONTINGENT ON THE CHANGES APPROVED BY THE COUNCIL.**

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

**\*\* THE MOTION PASSED WITH NINETEEN (19) IN FAVOR (BUKOVSKY, BURNS, BANTA, TAYLOR-MOYE, BRANTLEY, LYONS, OLSON, MCCARTHY, HERRON, MCBRIDE-LEE, SALTER, CASCO, CASTILLO, NIEVES, FELICIANO, PAOLETTO, SMITH, MARTINEZ AND HOLLOWAY) AND ONE (1) IN OPPOSITION (VIZZO-PANICIA).**

**153-16 Miscellaneous Matters Committee Report re: Appointment of Kathleen A. Donovan to the Bridgeport Environmental Task Force.**

**\*\* COUNCIL MEMBER PAOLETTO MOVED TO APPROVE AGENDA ITEM 153-16 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: APPOINTMENT OF KATHLEEN A. DONOVAN TO THE BRIDGEPORT ENVIRONMENTAL TASK FORCE.**

**\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

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

Council President McCarthy addressed everyone and said that although he had one more Council Meeting to go, this was his last meeting with the current Council Members. He thanked his colleagues and all those who had served with him over the years. There have been many good Council Members who have served with him over the years. The reality has been that 99.9% of the Council Members he has served with have been decent, hard-working people. While they may disagree, fight or say nasty things about one another, but it was family. He said that he was very proud of all those he served with during his 16 years on the Council.

Council President McCarthy said that he would like to thank all the Mayors that he had served with over the years. He started serving with Mayor Gamin in his first term and was mentored by then Council President John Fabrizi. He thanked former Mayor Fabrizi and Mayor Finch.

Council President McCarthy then thanked his family for all their support and said he had the best parents in the world. He also thanked the Bridgeport residents and those who were his constituents in the 133rd District for giving him the greatest opportunity of his life. It was an honor and a privilege to serve. He said that he tried very hard to do good things for the City. While all of his efforts may not have worked out as well as he hoped, he said he would like to think that he was leaving the City's service in better shape than it was 16 years ago. Council President McCarthy said that he was proud to be from Bridgeport and it is a great place.

### **ADJOURNMENT**

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

**\*\* COUNCIL MEMBER PAOLETTO SECONDED.**

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

The meeting adjourned at 8:45 p.m.

Respectfully submitted,

S. L. Soltes

Telesco Secretarial Services

**Item# \*71-16 Consent Calendar**

Amendment to the Municipal Code of Ordinances, Chapter 2.02 – Administrative Regulations Generally, amend to add new Section 2.02.080 – Residency reporting of all municipal elected officials, board and commission members.



**Report  
of  
Committee  
on  
Ordinances**

**City Council Meeting Date: June 5, 2017**

Tabled by Full Council and Ref'd back to Committee on: June 5, 2017.

**Resubmitted on: October 2, 2017**

Tabled by Full Council and Ref'd back to Committee on: October 2, 2017.

**Resubmitted on: November 6, 2017**

*Lydia N. Martinez*

Attest: Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim, Mayor

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

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the attached Resolution was approved by the City Council of the City of Bridgeport on November 6, 2017, and does not require Mayoral signature; said approval effective as of December 1, 2017.

RECEIVED  
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17 NOV 30 PM 3:14  
ATTEST  
CITY CLERK





# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

Item No. \*71-16 Consent Calendar

WHEREAS, the City Charter of the City of Bridgeport, Chapter 2 – Officers and Elections, requires that all officers of the city, elected or appointed under the provisions of the charter, shall be residents and registered voters of the City of Bridgeport; and

WHEREAS, there have been allegations raised as to the residency of elected officials in the city in the immediate past; and

WHEREAS, there has been a lapse in the re-appointment of board and/or commission members in recent years, with no re-verification of residency; and

WHEREAS, it is important to city residents to trust that each elected or appointed officer of the city resides in the city or appropriate district during their entire term of office or service; and

WHEREAS, such information is regularly provided to the public by comparable Connecticut municipalities; Now Therefore,

BE IT ORDAINED: By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 2.02 – Administrative Regulations Generally, is hereby amended to add new Section 2.02.080 – Residency reporting of all municipal elected officials, board and commission members as follows:

(NEW)

2.02.080 Residency reporting of all municipal elected officials, board and commission members.

All municipal elected officers, as well as board and commission members (mayoral-appointed or otherwise), are required to provide their current residence street address of record to the town clerk's office by January 31<sup>st</sup> of each year of service. Any change of residence address during service as an elected officer or board member must be reported to the town clerk's office within 30 days of such residency change.

Failure to abide by section 2.02.080 by an elected official may result in the filing of a formal complaint by the town clerk to the Connecticut State Elections Enforcement Commission.



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*71-16 Consent Calendar

-2-

Failure to abide by section 2.02.080 by a board or commission member (mayoral-appointed or otherwise) may result in referral to the Mayor and City Council for removal pursuant to the Charter of the City of Bridgeport, Section 17. – Removal of Certain Officers.

Exceptions to this section may be made at the discretion of the City Attorney's Office when public disclosure of the current residence street address of record of an elected official or a board or commission member (mayoral-appointed or otherwise) poses a proven risk of significant danger to the elected official, board or commission member.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

Eneida L. Martinez, D-139th, Co-Chair

Jose R. Casco, D-136th, Co-Chair

Michelle A. Lyons, D-134th

Mary McBride-Lee, D-135th

Kathryn M. Bukovsky, D-130th

Jack O. Banta, D-131st

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

**City Council Date:** ~~June 5, 2017~~, Tabled by Full Council and Ref'd back to Committee on: June 5, 2017

**City Council Date:** Resubmitted on ~~October 2, 2017~~, Tabled by Full Council and Ref'd back to Committee on: October 2, 2017

**City Council Date:** Resubmitted on: November 6, 2017

**Item# \*128-16 Consent Calendar**

Amendments to the Municipal Code of Ordinances,  
Title 3 – Revenue and Finance, Chapter 3.70 – Event  
Admissions Surcharge, amend to add New Section  
3.70.015 – Exemption.



**Report  
of  
Committee  
on  
Ordinances**

**City Council Meeting Date: October 2, 2017**

Tabled by Full Council and Ref'd back to

Committee on: October 2, 2017.

**Resubmitted on: November 6, 2017**

Attest: *Lydia N. Martinez*

*Lydia N. Martinez, City Clerk*

Approved by:

*Joseph P. Ganim, Mayor*

Date Signed:

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17 NOV 30 PM 3:12

ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*128-16 Consent Calendar**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Chapter 3.70 – Event Admissions Surcharge, is hereby amended to add new Section 3.70.015 – Exemption, as follows:

**Sections:**

**3.70.010 - Imposition of surcharge.**

There is hereby imposed a surcharge of five percent of the admission charge to any place of amusement, entertainment or recreation within the City of Bridgeport, as defined in subsection (3) of Section 12-540 of the Connecticut General Statutes, except when the admissions charge is not more than ten dollars (\$10.00). The amount of any such surcharge shall be in addition to any tax otherwise applicable to such admission charge, except that no surcharge shall be imposed on a facility if (1) there is imposed a surcharge on such facility pursuant to Connecticut General Statutes Section 12-579, or (2) all of the proceeds from the event inure exclusively to an entity which is exempt from federal income tax under the Internal Revenue Code, provided such entity actively engages in and assumes the financial risk associated with the presentation of such event.

The surcharge shall be imposed on the facility at which such event takes place, and reimbursement for the surcharge shall be collected from the purchaser upon payment of the admission charge. The surcharge, when added to the admission charge, shall be a debt from the purchaser to the facility and shall be recoverable at law. The facility shall remit the total amount of all surcharges imposed pursuant to this section to the Tax Collector in accordance with Connecticut General Statutes Section 12-581. Any surcharge imposed shall be subject to the provisions of Connecticut General Statutes Chapter 226a in the same manner as a tax imposed pursuant to said chapter.

(Ord. dated 11/7/16 )

(NEW)

**3.70.015 - Exemption.**

**Notwithstanding the forgoing, the Klein Memorial Auditorium Foundation Inc. (910 Fairfield Avenue) and Downtown Cabaret Theatre Company of Bridgeport (263 Golden Hill Street) are hereby expressly exempt from such surcharge on the basis of their status as 501(c)(3) non-profit organizations and their community theatre operations, upon the condition and for the time period only that they maintain their 501(c)(3) tax exempt status.**



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*128-16 Consent Calendar

-2-

### **3.70.020 - Enforcement.**

This chapter shall be administered by the tax collector of the city of Bridgeport. All forms necessary or convenient for the enforcement of this chapter shall be prescribed, printed, and furnished by the tax collector. The tax collector shall enforce all rules and regulations adopted by the state tax commissioner relating to the administration and enforcement of this chapter.

(Ord. dated 11/7/16 )

### **3.70.030 - Filing return.**

Each person subject to a surcharge imposed under this section shall file a return on or before the twentieth of each month setting forth the amount of surcharge due for the preceding month and such additional information as the tax collector may require. Payment of such surcharge shall accompany each return. Any person subject to such surcharge failing to file a return and pay the surcharge when due is liable for a penalty of ten dollars (\$10.00), or ten percent of the surcharge due, whichever is greater. In addition, there shall be added interest at the rate of one and one-half percent per month from the date of the return until date of payment. The tax collector, if satisfied that the failure to comply with any provision of this section was due to reasonable cause, may abate or remit the whole or part of any penalty.

(Ord. dated 11/7/16 )

### **3.70.040 - Appeals.**

Any taxpayer aggrieved because of any order, decision, determination or disallowance of the tax collector under the provisions of this chapter may, within one month after service upon the taxpayer of notice of such order, decision, determination or disallowance, take an appeal therefrom to the superior court for the judicial district in which such municipality is located, which shall be accompanied by a citation to such tax collector to appear before such court. Such citation shall be signed by the same authority, and such appeal shall be returnable at the same time and served and returned in the same manner as is required in case of summons in a civil action. Such appeals shall be preferred cases to be heard, unless, cause appears to the contrary, at the first session by the court or by a committee appointed by it. The court may grant such relief as may be equitable and, if such tax has been paid prior to the granting of such relief, may order the city to pay the amount of such relief, with interest at the rate of six percent per annum, to the aggrieved taxpayer. If the appeal has been taken without probable cause, the court may tax double or triple costs, as the case demands; and, upon all such appeals which may be denied, costs may be taxed against the appellant at the discretion of the court, but no costs shall be taxed against the city.

(Ord. dated 11/7/16 )



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*128-16 Consent Calendar

-3-

### 3.70.050 - State law adopted.

The provisions of Public Act No. 16-3, Sec. 186, as may be amended from time to time, are incorporated in this chapter and made a part hereof.

(Ord. dated 11/7/16 )

### 3.70.060 - Effective date.

The provisions of this ordinance shall take effect starting on January 1, 2017.

(Ord. dated 11/7/16 )

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

*Eneida L. Martinez, D-139th, Co-Chair*

*Jose R. Casco, D-136th, Co-Chair*

*Michelle A. Lyons, D-134th*

*Mary McBride-Lee, D-135th*

*Kathryn M. Bukovsky, D-130th*

*Jack O. Banta, D-131st*

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

**City Council Date:** ~~October 2, 2017~~, Tabled by Full Council and Ref'd back to Committee  
on: October 2, 2017

**City Council Date:** Resubmitted on November 6, 2017

**Item# \*146-16 Consent Calendar**

Amendments to the Municipal Code of Ordinances, Chapter 13.04 - Utilities, Article II. - Water Pollution Control Authority, amend to add new Subsection B to Section 13.04.330 - Allowance for metered water not discharged into the city's sanitary sewer system.



**Report  
of  
Committee  
on  
Ordinances**

City Council Meeting Date: November 6, 2017

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

Approved by: *[Signature]*  
Joseph P. Ganim, Mayor

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

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ATTEST CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*146-16 Consent Calendar**

### RESOLUTION

**Whereas**, the Bridgeport Code of Ordinances, does not currently authorize the WPCA to provide for a billing allowance for residential customers for metered water not discharged into the City's sewage system;

**Now Therefore Be it Resolved**, That the WPCA does hereby refer to the Bridgeport City Council the matter of whether to amend Section 13.04.330 of the Code of Ordinances to provide authority to the WPCA to provide for a policy / procedure for allowance of residential customers to install a secondary meter for outdoor watering (lawn irrigation).

**Be it Further Resolved**, That in order to assist the City Council in its deliberations regarding this matter, the WPCA hereby proposes consideration of a new subsection B, to be added to the conclusion of Section 13.04.330 of the Code of Ordinances (set forth below) in the event the City Council determines to act favorably on this matter.

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Title 13 – Public Services, Chapter 13.04 – Utilities, Article II. – Water Pollution Control Authority, amend to add new Subsection B to Section 13.04.330 – Allowance for metered water not discharged into the city's sanitary sewer system as set forth below:

**13.04.330 - Allowance for metered water not discharged into the city's sanitary sewer system.**

**A.** Any commercial, industrial or institutional customer using a metered supply of water that is not discharged into the sanitary sewer system may petition the general manager for a billing adjustment provided that: such customer undertake, at its own expense, an engineering study to be performed by an engineer licensed in the State of Connecticut, the results of which shall be turned over to the general manager, indicating the volume of metered water consumed that is not returned to the sanitary sewer system. As an alternative to the aforementioned, such customer may install, at its own expense, a submeter, approved by the general manager, to measure flow into the sanitary sewer system. Such submeter shall be subject to periodic inspection by the WPCA to ensure its proper operation.

(Ord. dated 5/ 5/14 )





# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*146-16 Consent Calendar

-2-

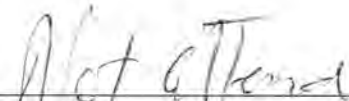
(New)

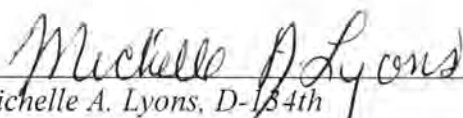
**B. The WPCA is authorized in its discretion to establish procedures and fees to permit residential customers connected to the sewage system to install a secondary meter for outdoor watering (lawn irrigation). The supply of water recorded on such secondary meter that is not discharged into the sanitary sewer system will not be billed as part of a periodic charge per residential dwelling unit based upon water consumption.**

(Ord. dated 5/5/14 )

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

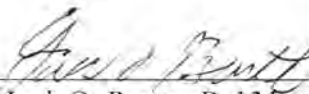
  
\_\_\_\_\_  
Eneida L. Martinez, D-139th, Co-Chair

  
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Jose R. Casco, D-136th, Co-Chair

  
\_\_\_\_\_  
Michelle A. Lyons, D-134th

  
\_\_\_\_\_  
Mary McBride-Lee, D-135th

  
\_\_\_\_\_  
Kathryn M. Bukowsky, D-130th

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

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

City Council Date: November 6, 2017

Item# \*158-16 Consent Calendar

Amendments to the Municipal Code of Ordinances, Title 9 - Public Peace and Welfare, amend to add new Chapter 9.28 - Recovery of Costs Related to Properties with chronic Breaches of the Peace, Public Disturbances and Disorderly Conduct.



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

City Council Meeting Date: November 6, 2017

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

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

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

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CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*158-16 Consent Calendar**

**BE IT ORDAINED:** By the City Council of the City of Bridgeport that the Bridgeport Municipal Code of Ordinances, Title 9 – Public Peace and Welfare, is hereby amended to include the following new Chapter 9.28 – Recovery of costs related to properties with chronic breaches of the peace, public disturbances and disorderly conduct:

(NEW)

### **Chapter 9.28 – RECOVERY OF COSTS RELATED TO PROPERTIES WITH CHRONIC BREACHES OF THE PEACE, PUBLIC DISTURBANCES AND DISORDERLY CONDUCT**

#### **9.28.010 – Issuance of written notice and warning; penalty for violation of chapter**

If it is established that:

1. There was reasonable cause for a law enforcement officer to have issued a notice and warning as set forth below to any property owner, person or persons for actions in violation of Connecticut General Statutes, Sec. 53a-181, 53a-181a or 53a-182; and
2. Such owner, person or persons received a written notice and warning; and
3. Within one (1) year of the date of the notice and warning, any person or persons were found in violation of any such section and arrested or given a citation for such subsequent acts at the location set forth in the notice and warning; and
4. The person or persons were found guilty of one or more of the subsequent violations of Connecticut General Statutes, Sec. 53a-181, 53a-181a or 53a-182 for which they were found arrested or given a citation; then:
  - (a) The court imposing sentence on such person may, as a condition of sentence, order such person to pay the reasonable arrest, processing and court-related costs incurred by the City for law enforcement officers' return to the location of the incident which led to the conviction; or



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*158-16 Consent Calendar

-2-

- (b) The reasonable arrest, processing and court-related costs incurred by the City for law enforcement Officers' return to the location of the incident which led to any such conviction shall be a charge against the owner of such property and person or persons convicted, provided that such owner, person or persons previously received the notice and warning pursuant to this section. The charge shall constitute a debt of such owner, person or persons and is collectible by the City in the same manner as in the case of an obligation under contract. Prior to initiating an action to collect any such debt, the City shall provide such owner, person or persons a bill itemizing the charges and afford them at least sixty (60) days to pay the bill.

### 9.28.020 – Form of written notice and warning

The form of the written notice and warning shall be substantially as follows:

#### NOTICE AND WARNING

To: \_\_\_\_\_ name  
On: \_\_\_\_\_ date  
At: \_\_\_\_\_ time  
At \_\_\_\_\_ address

You, or persons on such property owned by you, were warned by \_\_\_\_\_  
(name of enforcement officer):

That your/their actions were in violation of Connecticut General Statutes, Sec. 53a-181, 53a-181a or 53a-182 and that if, within one (1) year of the time set forth above, you/persons are found in violation of such sections and arrested and found guilty or issued a citation for further such acts at the location set forth above you may be required to pay the reasonable costs necessarily incurred by the City of Bridgeport, CT for law enforcement officers' return to the location / your property which led to such arrest and conviction or citation.



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Ordinances  
Item No. \*158-16 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

Eneida L. Martinez, D-139th, Co-Chair

Jose R. Casco, D-136th, Co-Chair

Michelle A. Lyons, D-134th

Mary McBride-Lee, D-135th

Kathryn M. Bukovsky, D-130th

Jack O. Banta, D-131st

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

City Council Date: November 6, 2017

Item# \*147-16 Consent Calendar

Honorary Street Naming of Platt Street to be designated as "Reverend William Barber Sr. Way" with appropriate signage placed on the corner street signs already in place at the intersection of Platt Street with Beechmont Avenue, Chopsey Hill Road, Platt Place, Ryon Street and Reservoir Avenue.



Report  
of  
Committee  
on

Public Safety and Transportation

City Council Meeting Date: November 6, 2017

Attest:

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

Approved by:

*Joseph P. Ganim*  
Joseph P. Ganim, Mayor

Date Signed:

*11/17*

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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. \*147-16 Consent Calendar**

**WHEREAS**, On October 2, 2017 Item 147-16 was submitted to the City Council requesting that Platt Street, running from Chopsey Hill Road to Ryon Street, be honorarily designated as "**Reverend William Barber Sr. Way**" with signs at Chopsey Hill Road, Platt Place, Ryon Street; and

**WHEREAS**, On October 17, 2017 the Committee on Public Safety and Transportation met regarding Item 147-16 and it was noted that the honorary designation does not include the two additional intersections of Beechmont Avenue and Reservoir Avenue with Platt Street; and

**WHEREAS**, since Item 147-16 does not address extending the honorary designation of Platt Street to include Beechmont Avenue and Reservoir Avenue an amended resolution is introduced to include those two streets along with Chopsey Hill Road, Platt Place, and Ryon Street; and

**NOW, THEREFORE, BE IT RESOLVED** to honor the memory of Reverend William Barber Sr. that Platt Street be designated as "**Reverend William Barber Sr. Way**" with appropriate signage placed on the corner street signs already in place at the intersection of Platt Street with Beechmont Avenue, Chopsey Hill Road, Platt Place, Ryon Street, and Reservoir Avenue.



# City of Bridgeport, Connecticut Office of the City Clerk

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Report of Committee on **Public Safety and Transportation**  
**Item No. \*147-16 Consent Calendar**

-2-

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

\_\_\_\_\_  
*Michelle A. Lyons, D-134th , Co-chair*

\_\_\_\_\_  
*Mary McBride-Lee, D-135th , Co-chair*

\_\_\_\_\_  
*Jack O. Banta, D-131st*

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

\_\_\_\_\_  
*Kathryn M. Bukovsky, D-130th*

\_\_\_\_\_  
*Eneida L. Martinez, D-139th*

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

*City Council Date: November 6, 2017*





# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERK'S OFFICE  
17 SEP 2017  
PH 2:16  
ATTEST  
CITY CLERK

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	147-16
Submitted by Councilmember(s):	Mary A. McBride-Lee
Co-Sponsors(s):	Choose an item. Choose an item. Choose an item. Choose an item.
District:	135TH
Subject:	Honorary Street Naming portion of Platt Street for Rev. William Barber Sr.
Referred to:	Public Safety and Transportation Committee
City Council Date:	October 2, 2017

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

**WHEREAS**, Reverend William Barber Sr. was a man who dedicated and consecrated his life to God and the founder of the "Mother Church" Mt. Sinai Baptist Church located at 500 Platt Street; and

**WHEREAS**, the Mt. Sinai Baptist Church sits at the corner of Platt Street and Platt Place, along a relatively straight portion of Platt Street that runs from Chopsey Hill Road to Ryon Street; and

**WHEREAS**, it was because of Reverend Barber Sr.'s work, commitment, support and love for the people in the community that the church was first founded in April of 1949 on Valley Avenue; and

**WHEREAS**, later a neighbor on Platt Street gave Reverend Barber Sr. a parcel of land at 500 Platt Street for one dollar to build an edifice that is now the celebrated Mt. Sinai Baptist Church; and

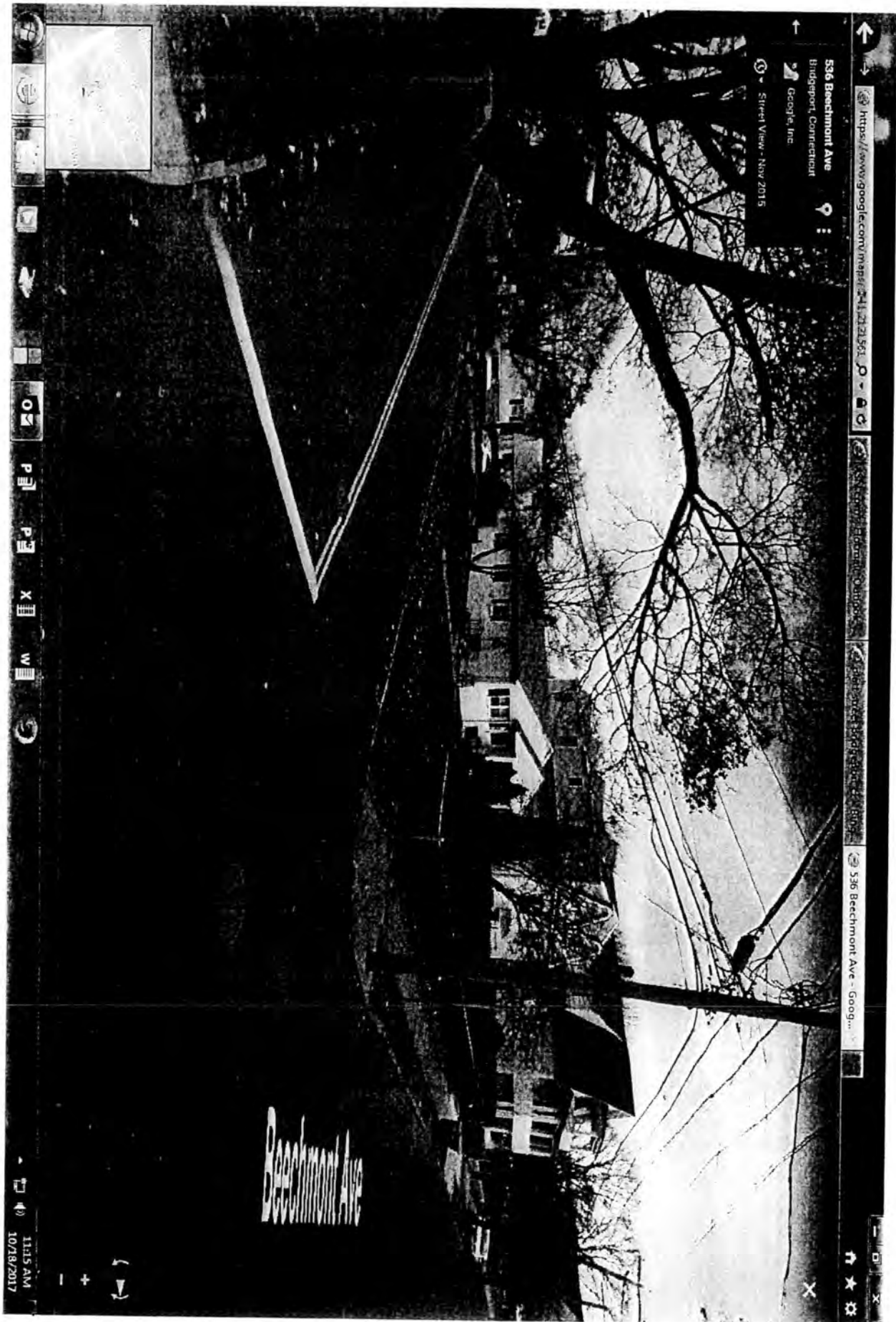
**WHEREAS**, historically the Mt. Sinai Baptist Church has the distinction of being the first and only African American Church in the City of Bridgeport, Connecticut to be built mortgage free; and

**WHEREAS**, it is because of Reverend William Barber Sr.'s vision and ministry that the "Mother Church" Mt. Sinai Baptist Church at 500 Platt Street has become the icon that it is today; and

**WHEREAS**, it would be befitting to a man that made an enormous impact on the lives of his family, parishioners, and this community be honored by the City Council as a builder, one that fed the hungry, helped the poor and imparted good news of the gospel of Jesus Christ to all mankind; and

**NOW THEREFORE, BE IT RESOLVED** to honor the memory of Reverend William Barber Sr. we come together and designate Platt Street, from Chopsey Hill Road to Ryon Street, as "**Reverend William Barber Sr. Way**" with street signs bearing that designation being placed on the current corner street signs at the intersection of Platt Street with Chopsey Hill Road, Platt Place and Ryon Street.

(Attachments)



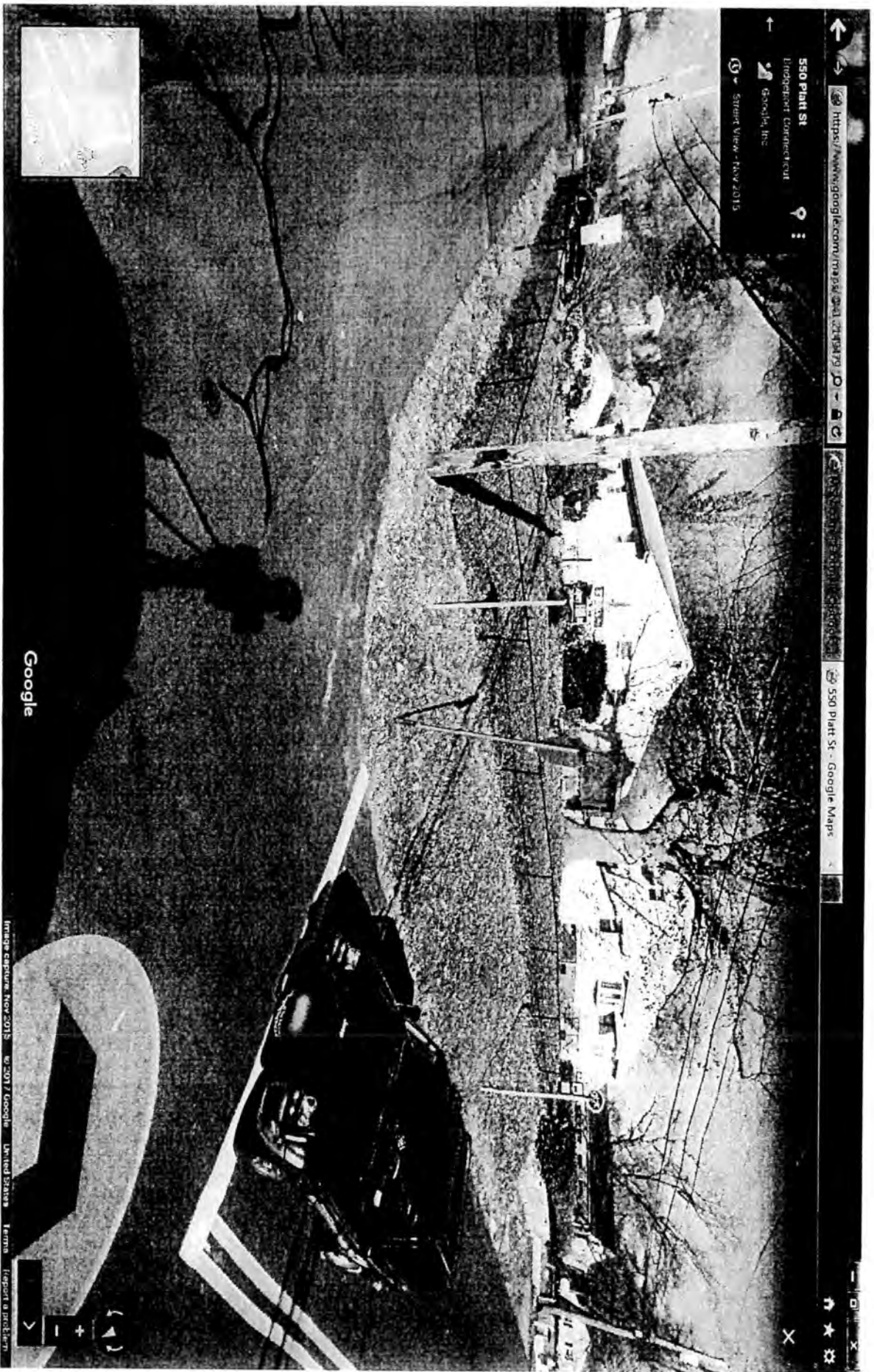
https://www.google.com/maps/@41.2121591, -72.721591, 15z

536 Beechmont Ave  
Bridgeport, Connecticut  
Google, Inc.  
Street View - Nov 2015

536 Beechmont Ave - Goog...

Beechmont Ave

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10/18/2017



550 Platt St  
Lindenport, Connecticut  
Google, Inc.  
Street View - Nov 2015

550 Platt St - Google Maps

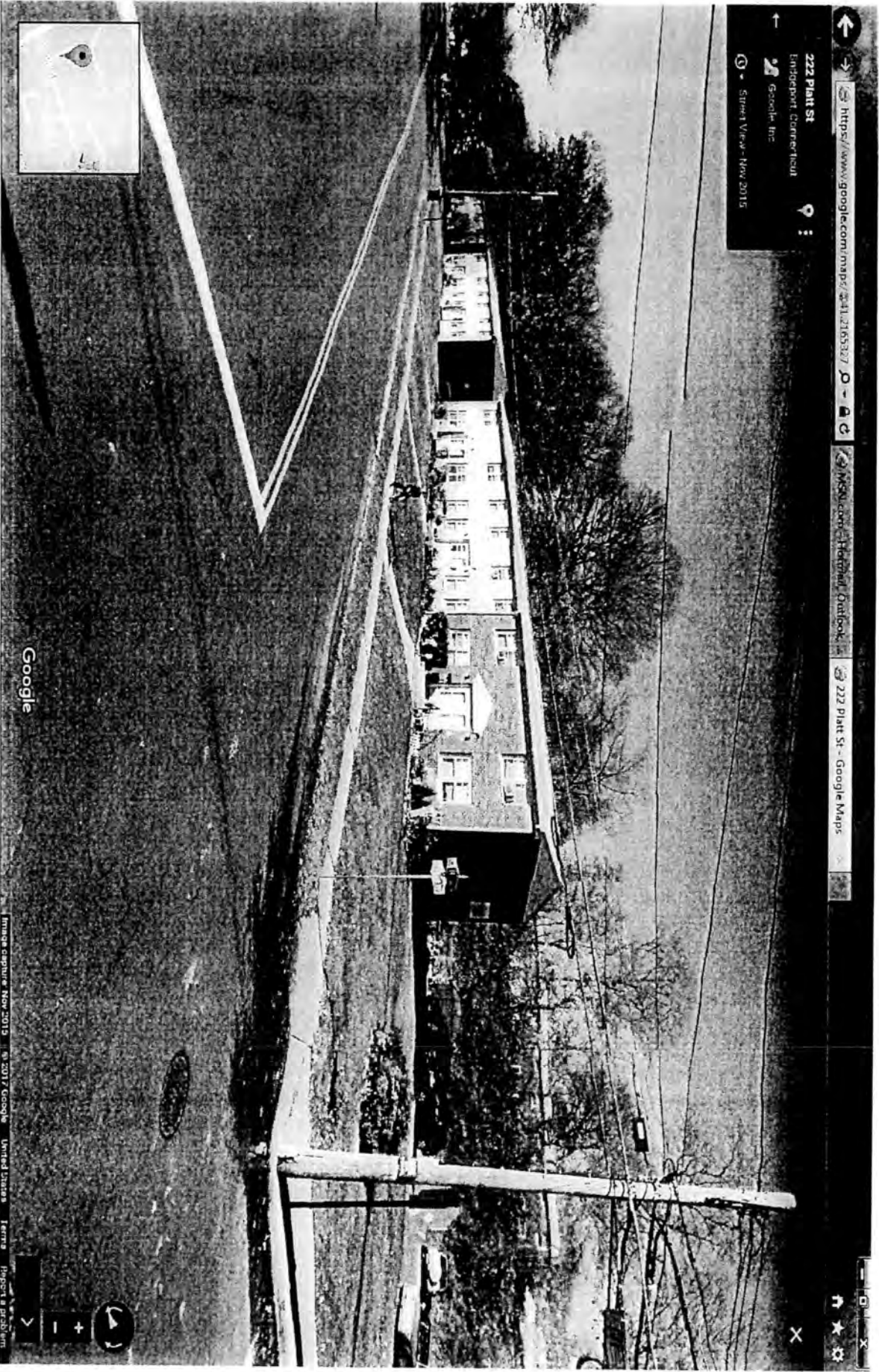


Google

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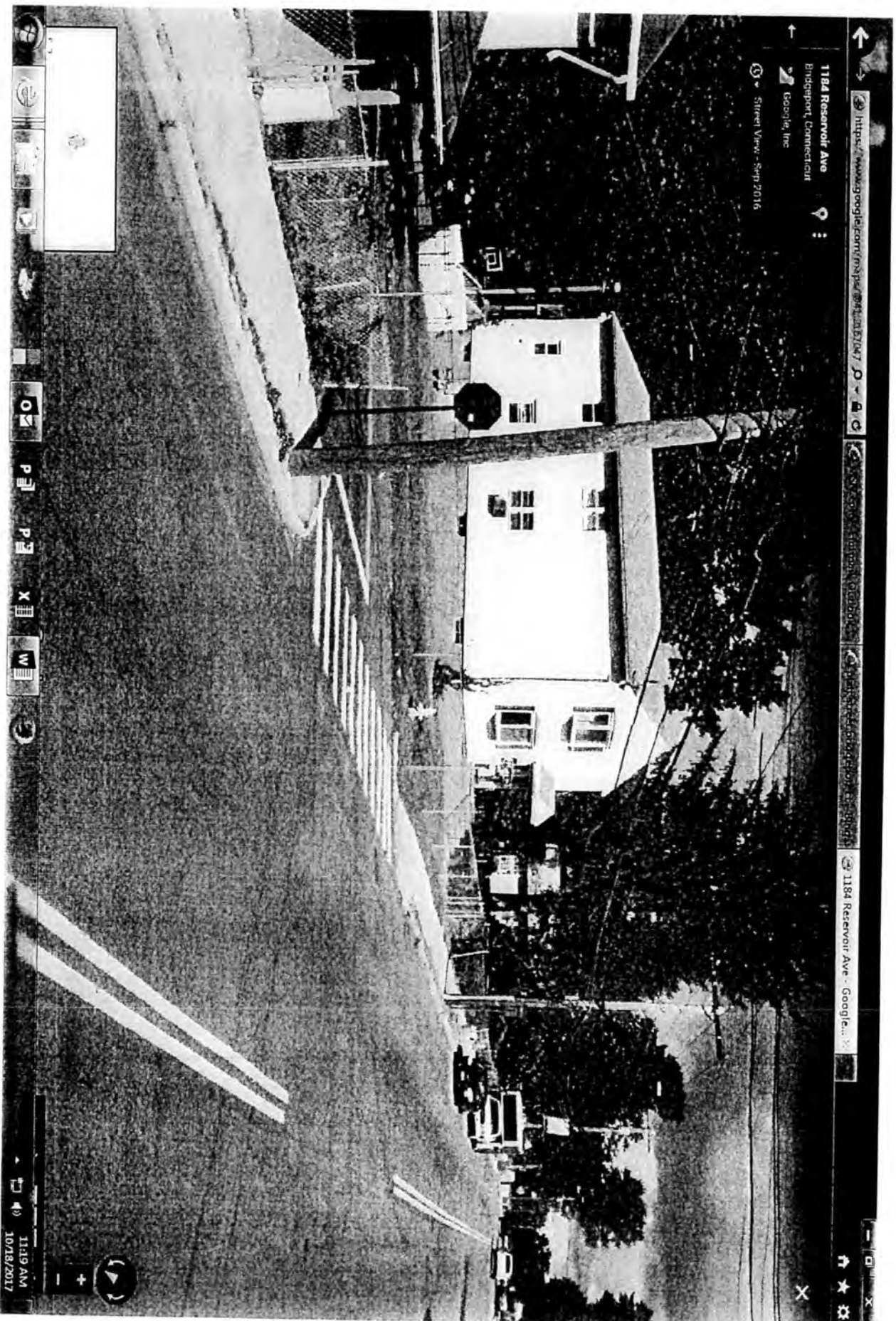






Google





https://www.google.com/maps/@41.81131,72.81131,15z

1184 Reservoir Ave  
Bridgeport, Connecticut

Google, Inc

Street View - Sep 2016

1184 Reservoir Ave - Google...

11:19 AM  
10/18/2017

Item# \*151-16 Consent Calendar

Employment Contract with Fire Chief, Richard Thode.



Report  
of  
Committee  
on  
Contracts

City Council Meeting Date: November 6, 2017

Attest: Lydia N. Martinez, City Clerk

Approved by: Joseph P. Ganim, Mayor

Date Signed: 11/9/17

RECEIVED  
CITY CLERKS OFFICE  
17 NOV 13 AM 11:53  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut Office of the City Clerk


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

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

**Item No. \*151-16 Consent Calendar**

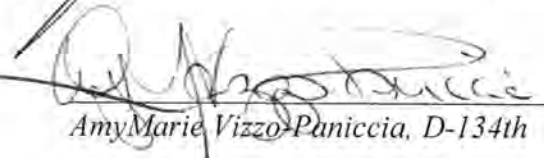
**RESOLVED**, That the attached Employment Contract and Letter of Appointment with Fire Chief, Richard Thode, for a Period of Five (5) Years Commencing on February 24, 2017 and continuing for Five (5) Years thereafter, be and it hereby is, in all respects, approved, ratified and confirmed.

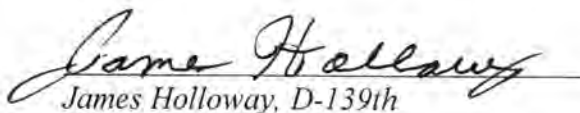
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**CONTRACTS**

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

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

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

  
\_\_\_\_\_  
Amy Marie Vizzo-Paniccia, D-134th

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

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

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

*City Council Date: November 6, 2017*



DRAFT

October 20, 2017

Richard Thode, Fire Chief  
Bridgeport Fire Department  
30 Congress Street  
Bridgeport, CT 06604

**RE: Appointment to the Position of Fire Chief**

Dear Chief Thode:

I am writing to memorialize that on Friday, February 24, 2017 in my capacity as Mayor and pursuant to the authority vested in me under Bridgeport City Charter, Chapter 17, 4 (b) (7), I appointed you as Fire Chief for the City of Bridgeport, Connecticut ("City") to serve a five (5) year term commencing that same date.

The position of Fire Chief is not affiliated with any collective bargaining unit; and in accordance with Bridgeport Code of Ordinances § 2.36.010 *Officers' Salaries* your initial annual salary for this appointment was set initially at \$135,000; to be increased to the top of the ordinance salary range for the position; that is, one-hundred forty-five thousand, four-hundred and twenty-eight dollars (\$145,428) effective as of July 1, 2017. In addition, during the term of your appointment you are entitled to all increases for cost of living as provided for in Ordinance § 2.36.010. Fire Chief is a bona fide executive position. Therefore, you are exempt from entitlement to any overtime pay and are not eligible for compensatory time either to be used for leave or to be accumulated and paid out upon separation from service.

As Fire Chief, you are subject to and shall abide by, all pertinent state and federal statutes and regulations, as well as City charter and code of ordinances and City and departmental official policies, procedures, rules and regulations. As a twenty (20) plus hour per week employee, you are entitled to receive the standard employee benefits granted to the City's unaffiliated class. Included in this benefits package are the following:

- longevity pay at the rate of \$75 per years of service (to be calculated based upon your initial hiring date with the City's Fire Department);
- vacation, sick, personal, holiday and bereavement leave time in accordance with those provided to other unaffiliated employees of the City;

- health benefits insurance coverage and a term life insurance policy in accordance with those provided to other unaffiliated employees of the City and their spouses and dependents; and short-term/long-term disability insurance in accordance with the City's Policy on Unaffiliated Employee Sick Leave.

It is my understanding you will be continuing as a contributing member of the CT Municipal Employees Retirement Fund ("CMERS"), with both you and the City continuing to make their respective required contributions. In addition, you will continue to be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other City employees. Finally, the City will contribute ten percent (10%) of your annual salary to the ICMA Retirement System Plan; and you will be eligible to make additional contributions to the ICMA Plan as consistent with the plan rules and applicable law.

You will be provided with an appropriate take-home motor vehicle in accordance with the City Owned Vehicle Policy; as well as fire-fighting and foul weather gear; and shall receive nine-hundred and twenty-five dollars (\$925) annually as a uniform allowance.

My administration looks forward to continuing to work with you and the outstanding Fire Fighters under your command in building upon the past success of the Bridgeport Fire Department. With your experience, qualifications and proven leadership, I am confident that together we will further improve operational efficiency and enhance public safety, with the goal of providing optimal twenty-first century fire safety services to our entire community.

I pledge my Administration's continued full support and cooperation in partnering with you and the brave and dedicated Fire Fighters under your command. Congratulations and Best Wishes!

Sincerely,

Joseph P. Ganim, Mayor

cc: Honorable Bridgeport City Council  
Lydia Martinez, City Clerk  
Board of Fire Commissioners  
R. Christopher Meyer, City Attorney  
Daniel Shamas, Chief of Staff  
Kimberly Staley, CAO  
Janene Hawkins, Labor Relations Dir.  
David Dunn, Civil Service Personnel Dir.  
Mark T. Anastasi, Assoc. City Atty.

As amended from the floor on 11/6/2017.

**CITY OF BRIDGEPORT  
EMPLOYMENT CONTRACT  
FIRE CHIEF FOR THE CITY OF BRIDGEPORT**

This agreement entered into, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Bridgeport, a municipal organized and existing under the laws of the State of Connecticut ("City") and Richard Thode of 30 Congress Street, Bridgeport, CT 06604 ("Fire Chief").

**WHEREAS**, the City in accordance with the City Charter established a position entitled Fire Chief, the occupant of such position being a full-time regular uniformed member of the Bridgeport Fire Department, and;

**WHEREAS**, in accordance with the Charter of the City of Bridgeport, Bridgeport Mayor Joseph P. Ganim has designated Richard Thode as his appointee to the position of Fire Chief for five (5) year term of office.

**NOW, THEREFORE**, the parties hereto hereby mutually agree as follows:

**ARTICLE I- DUTIES AND RESPONSIBILITIES**

The Fire Chief shall operate and control the Fire Department of the City, subject to the ultimate operational control vested in the Mayor by law, and consistent with the duties vested in the City's Board of Fire Commissioners ("Board") by law. The Fire Chief shall be the head of the City's Fire Department; and subject to the operational control of the Mayor, shall exercise those powers and be responsible for those duties as provided by law. See Bridgeport Charter, Chapter 3, § 1, and Chapter 14, §§ 1-5; and Bridgeport Code of Ordinances, Chapter 2.42. The Fire Chief is subject to, and shall abide by, all pertinent state and federal statutes and regulations, as well as the City Charter, Code of Ordinances, and departmental policies, procedures, rules and regulations.

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ATTEST  
CITY CLERK

## ARTICLE II- TERM/COMPENSATION/WORK CONDITIONS

A. The Fire Chief shall perform such services as stated in Article I as Fire Chief for a period of five (5) years commencing on February 24, 2017, and continuing for five (5) years thereafter as provided for under the terms and conditions of the Charter of the City. See Bridgeport Charter, Chapter 14, § 4.

B. The position of Fire Chief is not affiliated with any collective bargaining unit; and in accordance with Bridgeport Code of Ordinances, § 2.36.010 *Officers' Salaries* the Fire Chief shall be paid at the rate of \$135,000 One Hundred and Thirty-Five Thousand Dollars per year, with an increase to \$145,428 One Hundred and Forty-Five and Four Hundred and Twenty-Eight Dollars (top step for the position) effective as of July 1, 2017. In addition, during the five (5) year term of employment he shall be entitled to all increases for cost of living as provided for in City Ordinance §2.36.010. This shall be his exclusive compensation and there will be no other payments or salary for services provided.

C. Fire Chief is a bona fide executive position. Therefore, the Fire Chief is exempt from entitlement to any overtime pay and is not eligible for compensatory time either to be used for leave or to be accumulated and paid out upon separation from City service.

## ARTICLE III – BENEFITS

The Fire Chief as a twenty (20) plus hour per week City employee is entitled to receive the standard employee benefits granted to the City's unaffiliated class. Included in this benefits package are the following:

A. **LONGEVITY PAY** - at the rate of Seventy-Five Dollars (\$75.00) per years of service (to be calculated based upon the Fire Chief's initial hiring date with the City's Fire Department).

**B. VACATION, SICK, PERSONAL, HOLIDAY AND BEREAVEMENT**

**LEAVE TIME** - in accordance with those provided to other unaffiliated City employees.

**C. HEALTH BENEFITS INSURANCE COVERAGE AND TERM LIFE**

**INSURANCE POLICY** - in accordance with those provided to other unaffiliated City employees and their spouses and dependents; and short-term/long-term disability insurance in accordance with the City's Policy on Unaffiliated Employee Sick Leave. Upon retirement from the City, the Fire Chief and his eligible spouse and dependents shall receive retiree health benefits coverage in accordance with those provided to other retired firefighters.

**D. PENSION PLANS** – The Fire Chief shall remain a contributing member of the CT

Municipal Employees Retirement Fund ("CMERS"), with both he and the City continuing to make their respective required contributions.

In addition, the Fire Chief will be eligible to participate in the City's 457 Deferred Compensation Plan in the same manner as other employees of the City.

Finally, the City will contribute ten percent (10%) of the Fire Chief's annual salary to the ICMA Retirement System Plan; and the Fire Chief will be eligible to make additional contributions to the ICMA Plan as consistent with the plan rules and applicable law.

**ARTICLE IV – TAKE HOME MOTOR VEHICLE AND UNIFORM ALLOWANCE**

The Fire Chief shall be provided with an appropriate take-home motor vehicle in accordance with the City Owned Vehicle Policy. The Fire Chief shall receive the sum of Nine hundred and Twenty-Five Dollars (\$925.00) annually as a uniform allowance; and shall also receiver fire-fighting and four weather gear.

**ARTICLE XII – APPLICABLE LAW**

This Agreement will be interpreted in accordance with the laws of the State of Connecticut.

**FOR RICHARD THODE**

**WITNESS**

\_\_\_\_\_  
Richard Thode

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

**FOR THE CITY OF BRIDGEPORT**

**WITNESS**

\_\_\_\_\_  
Joseph P. Ganim, Mayor  
Duly Authorized

\_\_\_\_\_  
Name Printed: \_\_\_\_\_

**Item# \*159-16 Consent Calendar**

Design-Build Agreement with Tancreti Construction, LLC  
for a new Spider Monkey Exhibit at Beardsley Zoo.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

RECEIVED  
CITY CLERKS OFFICE  
17 NOV 13 AM 11:54  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

Item No. \*159-16 Consent Calendar

### RESOLUTION

#### (SPIDER MONKEY EXHIBIT)

**WHEREAS**, the City of Bridgeport bonded for and issued a Request for Proposals for a design-builder to design and construct a new Spider Monkey Exhibit at the Beardsley Zoo; and

**WHEREAS**, a successful proposer came in qualified, prepared and under budget; and

**WHEREAS**, the design-build contract has been drafted by the Office of the City Attorney; and

**WHEREAS**, the design-build contract is a contract for professional services under our purchasing ordinance; and

**WHEREAS**, since the contract is in excess of \$25,000.00, it requires Council approval; and

**NOW THEREFORE, be it hereby Resolved by the City Council** that the Mayor and/or his designee may execute the attached Design-Build Contract substantially in the form attached hereto and upon final approval of the Office of the City Attorney, and execute such other documents such as permit applications as may be deemed appropriate or necessary in furtherance of the project and as further approved by the Office of the City Attorney.



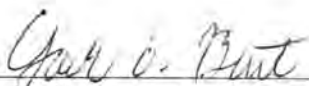


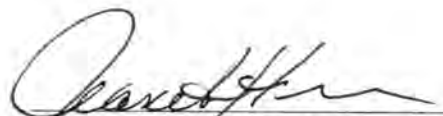
# City of Bridgeport, Connecticut Office of the City Clerk

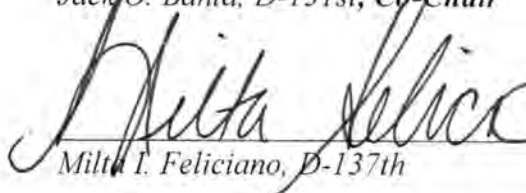
Report of Committee on Contracts  
Item No. \*159-16 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**CONTRACTS**

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


  
Jeanette Herron, D-133rd, Co-Chair

  
Milto I. Feliciano, D-137th

  
Amy Marie Vizzo-Paniccia, D-134th

  
James Holloway, D-139th

  
Alfredo Castillo, D-136th

  
Anthony R. Paoletto, D-138th

City Council Date: November 6, 2017

## DESIGN-BUILD AGREEMENT

**AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, 2017 between the **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, Bridgeport, Connecticut 06604 ("**Owner**"), and **TANCRETI CONSTRUCTION, LLC**, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having a principal place of business at 50 Unit Drive, Unit J, North Haven,, CT 06473 ("**Design-Builder**"). This Agreement pertains to services to be performed in connection with the design and construction of a new Spider Monkey Exhibit for the Beardsley Zoo in Bridgeport, CT, as more particularly described herein.

In consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Owner and Design-Builder agree as set forth below:

### **ARTICLE I DEFINITIONS**

**Addendum** – A document issued by the Owner during the proposal period that may modify or supersede portions of the Contract Documents.

**Agency** – Federal, state, municipal or other governmental department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision having jurisdiction of all or any portion of the Project.

**Agreement Amendment** – An amendment to this Agreement in writing executed by the parties hereto.

**Applicable Laws** – Any applicable or relevant State, federal or municipal laws, codes, regulations, ordinances, requirements, rules or rulings, including any Environmental Laws, and any judicial or administrative interpretations, orders or decrees with respect to such laws.

**Approval** – The Owner's written approval or acceptance of a request from Design-Builder including approvals of designs, Refinement Documents, changes to the Work or the Project, changes in price, and the like.

**Architect** – A Connecticut licensed architect, employed by the Design-Builder, who is responsible for all engineering and architectural services to be performed in connection with the Project.

**Calendar Day** – Each of 365 days in a calendar year.

**Certificate of Compliance** – The certificate issued by the design professional retained by the Design-Builder ("Design Professional") in the form specified in **Appendix F**.

**Certificate of Substantial Completion** – The certificate issued by Design-Builder pursuant to the provisions of Section 5.3 in the form specified in Appendix F.

**Clarification** – An interpretation of the Contract Documents that may result in minor changes to the Work not involving an adjustment to the Contract Price or an extension of the Construction Schedule and not inconsistent with the intent of the Contract Documents, provided that the Clarification is documented and approved by the Owner and Design-Builder in writing.

**Construction Administrator** – An individual, partnership, firm, corporation or other business organization under contract with or employed by the Owner and engaged and/or authorized to oversee the completion of all requirements of the Contract Documents. The authorized Construction Administrator may be a Department of Public Facilities project manager or any other designee authorized and identified by the Owner.

**Construction Documents** – Construction Documents are part of the Contract Documents and include all the documents furnished by the Design-Builder as required for the construction of this Project and approved by the Owner. Construction Documents include without limitation all items appropriate or necessary for the proper execution and completion of the Work to the Owner's satisfaction. The Construction Documents shall describe the quality of construction materials, assemblies, and other information deemed necessary to adequately describe the Owner's needs. The Construction Documents shall be prepared by the Architect.

**Construction Schedule** – The Design-Builder's schedule for completion of the Work, as the same may be adjusted from time to time, except that the Substantial Completion Date, which may only be adjusted by an Agreement Amendment.

**Contractor** – An individual, partnership, firm or corporation, under direct contract with the Design-Builder, responsible for performing the Work under this Agreement, if any. Otherwise, the Design-Builder shall be deemed to be the Contractor.

**Contract Documents** – This Agreement, including the Appendices attached hereto, the Request for Proposals dated December 27, 2016, the Design-Builder's proposal dated January 31, 2017, together with all Refinement Documents, the Construction Documents, and any and all Agreement Amendments.

**Contract Price** - Not to exceed Seven Hundred Thirty Four Thousand Five Hundred Thirty Five Dollars and three cents (\$734,535.03) as proposed as Design #1 with Alternatives in Contractors Proposal set forth as Appendix B.

**Critical Path** – The sequence of all critical tasks that have a significant impact on the completion of the Construction Schedule.

**Day** – A business day other than Saturdays, Sundays and days designated as holidays observed by the Owner.

**Design-Builder** – Tancreti Construction, LLC, including the Architect, any person or business organization that provides licensed contracting, architectural, consulting, engineering services or any other necessary services to the Design-Builder for this Project.

**Design-Builder's Proposal** – The Design-Builder's written Proposal attached as **Appendix B** submitted in response to the Request for Proposals.

**Engineer** – A Connecticut licensed engineer employed by the Design-Builder Architect who is responsible for engineering services for the Project. There may be more than one engineer, depending on the work required, (i.e., civil, structural, electrical, geo-technical, mechanical or environmental).

**Environmental Laws** – Any federal, state, or local statute, law, ordinance, code, rule, regulation, order, permit, or decree regulating or relating to the protection of human health or the environment, or imposing liability or standards of conduct concerning any hazardous, toxic, or waste substance, element, compound, mixture or material, as now or at any time hereafter in effect, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601 et seq.; the Emergency Planning and Right to Know Act, 42 U.S.C. § 11101 et seq.; the Endangered Species Act, 16 U.S.C. § 1531 et seq.; the Lead Based Paint Exposure Reduction Act, 15 U.S.C. § 2681 et seq.; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Solid Waste Disposal Act (including the Resource Conservation and Recovery Act) 42 U.S.C. § 6901 et seq.; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 et seq.; the Superfund Amendments and Reauthorization Act, 42 U.S.C. §9601 et seq.; Clean Air Act, 42 U.S.C. § 7401 et seq.; the Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; The River and Harbors Act of 1899, 33 U.S.C. § 401 et seq.; and all rules and regulations of the U.S. Environmental Protection Agency (EPA), or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over environmental or health and safety matters, as such may have been amended.

**Final Acceptance** – The Owner's written approval and acceptance of the Work issued to the Design-Builder after the Architect's deliver of the Certificate of Compliance.

**Final Completion Date** – The date on which Owner notifies Design-Builder in writing that all punch list items have been completed and that all plans, training, warranties, guarantees, documents, instruments and other materials contemplated in this Agreement have been delivered to and are complete and acceptable to the Owner.

**Final Completion** – The point in the Project when all punch list items, plans, training, warranties, guarantees, documents, instruments and other materials contemplated in this Agreement have been delivered to, and are complete and acceptable to Owner.

**Force Majeure** – Each party shall not be obligated to perform an activity for reasons of excusable delay described in Section 14.17 so long as it complies with the provisions thereof.

**Hazardous Material** – Any and all materials, chemicals, or other substances defined as hazardous, hazardous waste or toxic waste, or otherwise regulated or controlled pursuant to any of the Environmental Laws.

**Modification** – A written Agreement Amendment, but not a Clarification of the Work.

**Owner** – The City of Bridgeport acting through the Owner's Representative.

**Owner's Representative** – The individual duly-authorized in writing to act on behalf of the Owner in connection with the Project, which at the inception of this Agreement is Don Goff.

**Owner's Requirements** – The Request for Proposals, any addenda thereto, Design-Builder's Proposal, Refinement Documents, plans, specifications, Applicable Laws, rules, regulations and other written requirements of the Owner with respect to the Project, and any Agreement Amendments.

**Project** – The site for the new spider monkey exhibit and related improvements at the Beardsley Zoo, Bridgeport, Connecticut as set forth in **Appendix C** hereto that are to be constructed in accordance with this Agreement.

**Refinement Documents** – Meeting notes, drawings, sketches and other documentation (including the Critical Path Method chart) developed and approved by the Owner and Design-Builder to clarify and refine Design-Builder's Proposal, all of which are included in or will be deemed part of **Appendix D** hereto.

**Regulated Substances** – Any (a) chemical, substance, material, or waste that is designated, classified, or regulated as "hazardous waste," "hazardous material," "hazardous substance," "Connecticut regulated waste," "toxic substance," "radioactive material," or words of similar import, under any applicable Environmental Law; (b) petroleum, petroleum hydrocarbons, petroleum products, petroleum substances, crude oil, and components, fractions, derivatives, or by-products thereof; (c) asbestos or asbestos-containing material (regardless of whether in a friable or non-friable condition), or polychlorinated biphenyls; and (d) any substance that, whether by its nature or its use, is subject to regulation under any applicable Environmental Law then in effect or for which a governmental entity requires remedial action at the property or any areas emanating therefrom.

**Request for Proposal (RFP)** – The RFP contains the scope of the Project and includes project duration, size, type, and desired design character of the Project, including the new spider monkey exhibit and improvements to the Project site described therein.

**Schedule of Values** – A document furnished by the Design-Builder to the Owner stating the portions of the contract sum allocated to the various portions of the Work, which Schedule is to be used in connection with the Design-Builder's applications for payment.

**Subcontractor** – Any party performing a portion of the Work pursuant to a subcontract with the Design-Builder or Architect related to the Project.

**Substantial Completion** – As described in Section 5.3 hereof.

**Substantial Completion Date** – As set forth in Section 5.1 hereof, as the same may be amended by an Agreement Amendment.

**Work** – The design, Bid and construction and other services required by the Contract Documents, and including all labor, materials, equipment, and services provided or to be provided by the Design-Builder to fulfill the Design-Builder's obligations under this Agreement.

## ARTICLE II

### DESIGN-BUILDER'S RESPONSIBILITIES

#### Section 2.1 Responsibilities With Respect to Design

2.1.1. Design-Builder shall furnish all the design, architecture and engineering services, surveying services, and Project permitting including, but not limited to, testing, subsurface borings, and geo-technical data necessary to prepare and furnish design documents (drawings, plans, and specifications) required to complete the Work. The Design-Builder has examined the site and has determined that the site meets all requirements for development of the Project including, but not limited to, those related to public utilities such as electric, telephone, storm, sewer, water, etc., that the site is also suitable for the Work, and that there will be no change orders related to site conditions above and below grade level, except as modified and defined in Sections 2.1.4 and 2.1.5 hereof.

2.1.2. Design-Builder prepared a preliminary or conceptual design of the Project taking into account the needs and objectives of the Owner as set forth in this Agreement as **Appendix E**, as refined by the Refinement Documents to be attached hereto as Appendix D, once initialed, shall constitute the Owner's Approval. Design-Builder shall cause the Architect, subcontractors, consultants and engineers to prepare the necessary detailed plans and specifications as required for the Project from the

preliminary design previously approved by Owner and in accordance with Owner's Requirements and with all Applicable Laws. All Construction Documents and other design documents shall be submitted to Owner for review, comment and Approval, as appropriate, prior to Bid and the start of construction. Approval by Owner shall not relieve Design-Builder of responsibility for any error, inconsistency, or omission in the designs, plans and specifications for the Project, including, but not limited to, those relating to the Americans with Disabilities Act (ADA). If such error, inconsistency, or omission is discovered, Design-Builder shall revise all appropriate drawings, plans, specifications, and other Contract Documents and design documents to correct such error or omission and immediately upon becoming so aware, shall change, alter, and modify the Project accordingly, all at no cost to the Owner.

2.1.3. If there is any inconsistency between the terms of this Agreement and the Owner's Requirements, this Agreement shall control.

2.1.4. If at any time during construction of the Project, Design-Builder discovers any Hazardous Materials not previously described in the Contract Documents in, at, on, or under the site, Design-Builder shall in no way move, disturb, or remediate the Hazardous Materials. Instead, Design-Builder shall immediately notify Owner of the presence of the Hazardous Materials. Owner shall test, remove, or remediate the condition. Design-Builder shall do and perform all things that are necessary or appropriate to facilitate the remediation, if requested by Owner, of the Hazardous Materials. If as a result of following the procedures in this subsection 2.1.4 there is a delay on the critical path of the Construction Schedule as determined by Owner, then Design-Builder shall be entitled to receive an appropriate extension of time in the Construction Schedule to accommodate the delay.

2.1.5. Not Applicable.

2.1.6. Design-Builder will pay for all costs and expenses relating to the performance of its responsibilities pursuant to all of the terms and conditions of this Agreement, including, without limitation, all applicable permits, fees, assessments, and other charges.

## **Section 2.2. Responsibilities With Respect to Construction.**

2.2.1. Except for those responsibilities set forth in Article III hereof, which owner has agreed to undertake, the Design-Builder shall execute all Work and assume all responsibilities in regard to the design, Bid and construction of the Project and performance of the Work including, without limitation, (i) obtaining and paying for all utility services, utility charges and sewer charges, as indicated in the project documents, required for construction of the project; (ii) obtaining and paying for all necessary authorizations, permits, and approvals required for construction and occupancy of the Project including, without limitation, all Certificates of Occupancy and Certificate of Substantial Completion; (iii) satisfying all quality control, testing and inspections, record

keeping, and reporting requirements; (iv) preparing maintaining, and furnishing all Construction Documents, addenda, Clarifications, and Modifications; and (v) making available appropriate representatives to attend regular progress meetings with Owner and other authorities. Design-Builder shall also assume incidental and related responsibilities applicable to the foregoing which may not be specifically enumerated in the Contract Documents.

2.2.2. Design-Builder, using its best skill and attention, will provide or cause to be provided all construction, construction supervision, inspection, labor, materials (including spare parts), tools (including any special tools that may be necessary and appropriate to complete the project), construction equipment and subcontracted items necessary for the execution and completion of the Project and the Work in accordance with the provisions of this Agreement, the Owner's Requirements, the Contract Documents, and all Applicable Laws. Subject to the terms of this Agreement and the Owner's Requirements, Design-Builder shall be solely responsible for and shall have sole control over the means and methods of design and construction, including techniques, sequences, and procedures for coordinating all portions of the Work.

2.2.3. Prior to Final Completion, Design-Builder will pay all applicable costs and expenses, if any, relating to the Work and all costs relating to the performance of its responsibilities pursuant to all of the terms and conditions of this Agreement, including, without limitation, all fees, assessments and other charges payable as a condition to obtaining utilities, permits and approvals. Wages paid by Design-Builder, any contractor or sub-contractors shall be in accordance with the provisions of Section 31-53 of the Connecticut General Statutes, as amended, which provides in part, the following:

The wages paid on an hourly basis to any mechanic, laborer or workman employed shall be prevailing wage in accordance with the most recently published rates of the Connecticut Department of Labor.

2.2.4. Upon Substantial Completion of the Work, Design-Builder shall remove all waste material and rubbish generated by the Work from and around the Project site as well as its tools, construction equipment, machinery, and surplus materials not needed for Final Completion, so that the Project shall be delivered in the condition required for Substantial Completion.

2.2.5. Design-Builder shall keep such reasonable and detailed accounts as may be necessary for proper management under this Agreement, and shall keep and furnish to Owner in Bridgeport, CT those accounts and such other reports, documents, and information as may reasonably be requested by Owner. Design-Builder shall preserve all such records for a period of seven (7) years after the Substantial Completion of the Project or longer if required by law, Grant, or the Owner's Requirements.

2.2.6. Except as specified herein or for reasons of Force Majeure, Design-Builder assumes all design, architectural, engineering and construction delays and other risks relating to the Project in accordance with this Agreement.



2.2.7. The Owner's Representative and any agent of Owner designated by the Owner's Representative shall at all times have access to the Project site.

2.2.8. In the event the Work is delayed by reason of events of Force Majeure, the Design-Builder's performance may be excused for the period of the delay caused by such events as provided in this Agreement.

2.2.9. Prior to the execution of this Agreement, Design-Builder shall submit executed original payment and performance bonds in the amount of 100% of the Contract Price, such bonds to be provided by a surety and in a form approved by Owner. The bonds shall include a "dual obligee rider" approved by the Owner as to form and substance, naming Owner as dual obligee.

2.2.10. Prior to Final Completion, Design-Builder shall provide to Owner, or cause to be provided, photographic documentation of all systems installations, including, but not limited to, electrical, mechanical, fire suppression, and plumbing systems, and "As-Built" drawings certified as complete, accurate, and current by the Architect or Engineer, on diskettes, in a CADD system file format approved by Owner. Design-Builder shall assign, convey or otherwise transfer, or cause the assignment, conveyance or transfer of the right, title, ownership, and interest in and to said "As-Built" drawings to Owner at Final Completion. Copyright and other intellectual property rights shall remain with the Design-Builder's rights.

### **Section 2.3 Representations, Warranties, and Completion.**

2.3.1. Design-Builder represents, acknowledges, and warrants good and marketable title to and ownership of all the Work, whether incorporated in the Project or held in storage on or off the Project site, and that immediately upon any part of the Work being completed and paid for in accordance with this Agreement, such title shall vest in the Owner. Design-Builder further represents, acknowledges, and warrants that it shall not encumber or otherwise create or permit to be created any lien or security interest in any part of the Project.

2.3.2 Design-Builder further represents and warrants to Owner that all materials and equipment made part of the Project and Work will be new, unless otherwise previously expressly permitted in writing by Owner, and that the Project, including all materials and equipment, will be designed and constructed in a good and workmanlike fashion and in accordance with the terms and conditions of this Agreement and the Owner's Requirements, and that the Project, including all materials and equipment, will be free of any defects, including, without limitation, design, architectural, structural, or mechanical defects. The foregoing representations and warranties exclude any remedy for damage or defect to the extent caused by normal wear and tear, Owner's abuse, improper or insufficient maintenance, or improper operation, or for any consequential damages otherwise recoverable pursuant to any applicable implied warranties including the implied warranties of merchantability and fitness for a particular use. The

representations and warranties provided in this Agreement shall be limited as to duration as provided herein or in the Owner's Requirements, whichever is longer, or to such longer period as provided by material and equipment manufacturers or as may be mandated by Applicable Laws. Without limiting any other remedies that may be available to the Owner in the event of any breach of any such representations and warranties, Design-Builder within a reasonable time after receipt of notice from Owner, and immediately in the event of an emergency, shall repair, replace, or correct all Work performed under this Agreement that proves to be defective in design, engineering, architecture, material or workmanship, or otherwise not in compliance with Contract Documents for a period of eighteen (18) months after Substantial Completion or for such longer periods of time as may be required by Applicable Laws.

2.3.3 Warranties, Guarantees and Bonds shall be provided in accordance with this Agreement. Four (4) copies of each document shall be submitted to the Owner's Representative at the time of Final Completion.

2.3.4 Warranties called for by this Agreement shall commence upon Substantial Completion of the Project unless otherwise specified in manufacturer's warranties. Design-Builder's obligations under this Section shall survive termination or expiration of the Agreement and shall be in force for the periods prescribed above, except that eighteen (18) months after Substantial Completion, the Equipment and Product – Manufacturers Warranties and Workmanship and Installation Warranties shall be assigned and delivered to Owner and thereafter shall not be the responsibility of Design-Builder. Subsequent to the expiration of such 18-month period, Owner shall have the exclusive responsibility of enforcing such Manufacturers' Warranties and Workmanship and Installation Warranties, and Design-Builder's direct warranty shall expire.

2.3.5 Upon Final Completion Design-Builder will obtain, collect and deliver to Owner all written warranties, guarantees, equipment, operating and maintenance manuals, Contract Documents, specifications, and other such data in its possession relating to the Project. All warranties and guarantees relating to the Project and warranties and guarantees of suppliers of mechanical and other equipment located in the Project shall be assigned to the Owner upon Substantial Completion. Certified As-Builts will be delivered to the Owner within six (6) weeks after Substantial Completion.

2.3.6 Design-Builder will be responsible for the initial start-up and all testing required to provide complete and operational utilities, equipment, and systems, and to coordinate start-up and testing schedules in order to accommodate Owner's personnel who may want to observe. Design-Builder shall cause to create and implement a training program for Owner representatives responsible for the ongoing operations of the Project. Such program will include, but not limited to, instruction in the operation and maintenance of the electrical, mechanical, HVAC, conveyance, security, life safety and other systems. Such program will be completed prior to submission of a Certificate of Substantial Completion by Design-Builder to Owner.

2.3.7. Except for the conditions described herein and subject to the provisions and time limits specified herein, Design-Builder shall indemnify, defend, and hold harmless Owner, its officers, agents, employees, and its successors and assigns against any claims, suits, actions, losses, costs, expenses (including, without limitation, attorneys' and other professional fees and expenses), and liabilities that arise out of any breach by Design-Builder of any of the terms and conditions of this Agreement, including, without limitation, any of the representations, warranties, and critical path items in the Schedule provided by Design-Builder. Nothing herein shall require Design-Builder to defend, indemnify, or hold harmless Over for Owner's negligence or damages caused by owner or its agents, successors, assigns or other separate contractors. This provision shall survive the full performance of or the earlier termination of this Agreement.

2.3.8 Design-Builder shall not use or occupy the Project or the property where the Project is located contrary to any statute, rule, order, ordinance, requirement, or regulation applicable thereto (including the Owner's Requirements), or in any manner that would cause the value or the usefulness of the Project to be diminished or would cause a public nuisance, waste or contamination of the site or violation of any Applicable Law.

2.3.9 Design-Builder acknowledges and represents that it has received and completely reviewed the Owner's Requirements and all Applicable Laws and that all Work shall be performed in accordance with the same

**Section 2.4. OSHA.** With respect to Design-Builder responsibilities under this Agreement, Design-Builder shall provide all facilities and shall follow all procedures set forth in its project safety plan and such other requirements of the Occupational Safety and Health Act ("OSHA") including, but not limited to, providing and posting all required posters and notices, and shall otherwise be responsible for compliance with all other mandatory safety laws.

## ARTICLE III

### OWNER RESPONSIBILITES

#### **Section 3.1. Owners Responsibilities.**

3.1.1. The Owner shall pay the Design-Builder's request for payment up to the Contract Price for the Project, as the same may be amended by Agreement Amendment, provided that the Design-Builder is otherwise in full compliance with all applicable payment and other provisions of this Agreement.

3.1.2. The Owner may change the Owner's Representative at any time by informing the Design-Builder in writing. The Owner's Representative shall have sole authority to execute Clarifications regarding the Work on behalf of the Owner. The

Owner's Representative shall furnish information and review, comment and approve or disapprove proposed Clarifications within fifteen (15) days of Owner's receipt from Design-Builder.

3.1.3. In addition to any construction and inspection and testing undertaken by Design-Builder, Owner may engage in construction inspection and testing throughout the design and construction of the Project. The Design-Builder shall provide Owner access to and the ability to copy any and all Construction Documents including, but not limited to, reports, statements, testing results, inspection reports, or other materials relating to the design and construction of the Project at any time during the design and construction of the Project. The access shall be for a period of seven (7) years after the issuance of a Certificate of Final Acceptance.

3.1.4. Owner shall timely perform all obligations assigned to it in accordance with the Construction Schedule consistent with this Agreement and provide all information required by this Agreement. Any negligent delays by Owner in meeting any deadlines imposed hereby may extend subsequent deadlines of Design-Builder in the like manner to the extent made necessary by the delay. Upon request from Design-Builder, Owner may execute an appropriate Agreement Amendment to evidence any such extensions that Owner does not in good faith contest. Design-Builder shall have the right to seek payment from Owner for any reasonable additional costs that are the direct result of a negligent delay by Owner, but only if the delay affects the Completion Date of the Project.

3.1.5. Owner shall timely submit, review, and/or Approve such other items or requests as may occur or be required in the course of the Work to avoid delays in the commencement, continuance, or completion of the Work.

3.1.6. Owner shall pay its pro rata share of charges for utilities incurred by reason of Owner occupying any portion of the Work or the Project prior to Substantial Completion. If these utilities are not separately metered, Design-Builder and Owner shall equitably adjust all such utility bills so that Design- Builder and Owner each pay their fair share of each bill.

3.1.7. If Owner has actual knowledge of any fault or defect in the Project or nonconformance with the Owner's Requirements, it shall give prompt written notice and a reasonable opportunity to cure the condition to Design-Builder prior to declaring a default in performance by Design-Builder; provided, however, that any failure by Owner to do so shall not relieve Design-Builder from any of its obligations pursuant to this Agreement.

3.1.8. Prior to Substantial Completion, Owner and its employees, agents, and representatives, as authorized by the Owner's Representative, shall have full access to the Project for activities of a business nature related to the Project, and shall comply at all times with the Applicable Laws and Design-Builder's insurance policies with respect

to any activities of Owner at the Project, provided, however, that Owner shall use reasonable efforts not to interfere with the Design-Builder or the Work.

## ARTICLE IV

### SUBCONTRACTS

**Section 4.1. Subcontracts.** All portions of the Work that Design-Builder is to perform pursuant to this Agreement that Design-Builder does not perform with its own forces shall be performed under subcontracts, and all materials and equipment not supplied directly by Design-Builder shall be supplied under subcontracts, however, Design-Builder shall be responsible for the performance of and materials supplied by all such subcontractors, material and equipment suppliers.

**Section 4.2. Privity.** No contractual relationship shall exist by reason of this Agreement between the Owner and any subcontractor, material or equipment supplier. Design-Builder shall have sole responsibility for the management of the subcontractors and suppliers in the performance of the Work. Any communication the Owner desires to direct to a subcontractor shall be directed through Design-Builder who shall deliver all such communications with reasonable promptness. Notwithstanding the above, the Owner shall not be prohibited from communicating directly with a sub-consultant, subcontractor vendor with whom the Owner itself has privity of contract.

**Section 4.3. Subcontracts Assignable.** All subcontracts shall by their terms be assignable to the Owner and its successors and assigns if the Design-Builder is in breach of this Agreement, and shall contain such terms as are required under the Owner's Requirements and be subject to the terms of this Agreement. The Design-Builder shall assign any or all of these subcontracts to the Owner, at the Owner's sole option, upon termination by Owner or, upon the failure of the Design-Builder to assign such subcontracts in a timely fashion, the Owner may contact all subcontractors and assume the Design-Builder's obligations under each of them accruing after the date of such assignment. The Owner shall not be responsible for any of the Design-Builder's obligations to such subcontractors prior to the date of their assignment to the Owner.

## ARTICLE V

### CONSTRUCTION SCHEDULE

#### **Section 5.1. Completion.**

5.1.1. The Work to be performed under this Agreement shall be carried out by the Design-Builder in accordance with the Construction Schedule, and the Work shall be concluded in accordance with all terms and conditions required for Substantial

Completion by the dates provided in the Construction Schedule. **TIME BEING OF THE ESSENCE** with respect to the obligations of Design-Builder hereunder.

5.1.2. Substantial Completion shall be accomplished no later than the Substantial Completion Date set forth in the Construction Schedule included in **Appendix A** of this Agreement. The Construction Schedule, as it may be revised from time to time, shall be deemed to be a part of this Agreement, as if fully set forth herein. The Construction Schedule shall be prepared and updated by Design-Builder, subject to the approval of the Owner, so long as the date of Substantial Completion does not change except as provided in this Agreement. The Construction Schedule shall set forth a detailed precedence-style, critical-path method format that (1) incorporates all critical dates for Substantial Completion, (2) provides a graphic representation of all significant activities and events that will occur during performance of the Work, (3) identifies each phase of design, construction, and occupancy, and (4) sets forth dates that are critical for ensuring the timely and orderly completion of the Work in accordance with the requirements of this Agreement and Contract Documents (hereinafter referred to as "Milestone Dates"). Design-Builder shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule, including, without limitation, specifically noting whether or not Milestone Dates are being met, and shall promptly advise Owner of any delays or potential delays. The Construction Schedule shall be updated monthly to reflect actual conditions versus the original Construction Schedule (sometimes hereinafter referred to as "progress reports") or on a more frequent basis if requested by Owner. The Construction Schedule shall be updated on a monthly basis and any variation from the sequence or Construction Schedule shall be identified. An updated Construction Schedule shall be submitted with applications for payment. No payment will be released until the Construction Schedule is reviewed and Approved by the Owner's Representative. The Construction Schedule shall not exceed the date for Substantial Completion.

**Section 5.2. Liquidated Damages.** The Parties acknowledge and agree that the damages that are to be expected as a result of a breach of contract by Design-Builder are uncertain in amount or very difficult to prove. Accordingly, the Parties do intend and in fact now agree to liquidate damages in advance and stipulate that the amount set forth in this Section is reasonable and an appropriate remedy. In the event the Substantial Completion Date is not met and such delay is not otherwise excused under this Agreement, Design-Builder shall pay to owner liquidated damages of Two Hundred Fifty Dollars (\$250.00) per calendar day for each calendar day of delay beyond the Substantial Completion Date.

**Section 5.3. Substantial Completion.** "Substantial Completion" of the Project occurs when the progress of the Work is complete as evidenced by a Certificate of Compliance, a certificate of occupancy is issued, and the Owner is able to occupy or utilize the Work for its intended use, except for the completion of punchlist items. Punchlist items shall not include basic elements of the Work.

5.3.1 Upon Substantial Completion, Owner shall indicate its Approval of the Work by dating and signing the Certificate of Substantial Completion delivered to Owner.

5.3.2 Submission of the Certificate of Substantial Completion by Design-Builder shall constitute a certification by Design-Builder that all Work has been performed in accordance with this Agreement as the same may be amended by Agreement Amendment, and all Applicable Laws, and that all statements contained in the Certificate of Substantial Completion are true and correct as of the date it is delivered to the Owner. Design-Builder shall give to Owner at least a thirty (30) day advance notice of the submission of a Certificate of Substantial Completion. Owner shall be entitled to conclusively rely on the accuracy of the statements and information set forth in the Certificate of Substantial Completion and provided therewith.

**Section 5.4. Delay.** If Design-Builder wishes an extension of the Substantial Completion Date, it shall give Owner written notice within fourteen (14) Calendar Days after the Design-Builder became aware or should have become aware of the act or occurrence which caused the delay. Such request shall be granted only by means of an Agreement Amendment and only in cases where Force Majeure exists that warrants a change in the Substantial Completion Date, the Owner fails to perform its obligations under this Agreement, or the Owner modifies the scope of Work or the Substantial Completion Date.

## ARTICLE VI

### CONTRACT PRICE

**Section 6.1. Contract Price; Changes.** The "Contract Price" is a not to exceed **Seven Hundred Thirty Four Thousand Five Hundred Thirty Five Dollars and three cents (\$734,535.03)** and represents the price to be paid by Owner to Design-Builder for the Project on a total cost basis when complete and Approved by Owner. The Contract Price shall be paid in accordance with this Agreement and may only be increased or decreased by an Agreement Amendment. The Contract Price includes the costs, fees, and expenses of the Project and the performance by Design-Builder of all of its duties and obligations pursuant to this Agreement with respect to the Project.

6.1.1 The Design-Builder shall establish and implement a change order control system for increases or decreases in the cost of the Work, changes in the law that increase the cost of the Work, changes in contract time occasioned by the Owner's increase in the Project scope or on account of events of Force Majeure, and the like ("Change Order"). All proposed Owner-initiated changes shall first be confirmed in writing by the Design-Builder. The Architect shall prepare technical drawings and specifications together with detailed information concerning the costs and time adjustments, if any, necessary to perform the proposed Change Order work. The

Design-Builder shall discuss the proposed Change Order with the Owner to determine the Design-Builder's cost and/or time basis and the affect, if any, on the Contract Price. Following Owner's Approval of the Change Order, the Design-Builder shall prepare a Change Order for the Owner's, Architect's and Design-Builder's signatures. The Design-Builder shall then prepare an amended Construction Schedule that takes into account the Work involved in the Change Order or any change in the Construction Schedule that may be necessary as a result of such Change Order.

**Section 6.2. Allocation of Risks Included.** Except as otherwise expressly provided in this Agreement, the Contract Price takes into account all risks whatsoever relating to the Project, surface and subsurface conditions to include, but not be limited to, unsuitable soils, utility conflicts, design, architectural, engineering, demolition, construction, and delay risks.

## ARTICLE VII

### CHANGES IN THE PROJECT

**Section 7.1. Agreement Amendments.** Any changes in the Work resulting in an adjustment in the Construction Schedule, Payment Schedule, Contract Price and/or Substantial Completion Date will be executed via an Agreement Amendment or a Change Order. Each Agreement Amendment or Change Order shall specify any change in the Contact Price, Payment Schedule, Construction Schedule or Substantial Completion Date and will require written Approval of the Owner and Design-Builder, and in the case of Change Orders, by the Architect as well.

**Section 7.2. Agreement Amendment Required.** Except for Clarifications or as may be otherwise provided in this Agreement, neither Design-Builder nor Owner will make any changes to the Project or the Work except under an executed Agreement Amendment.

**Section 7.3. Payment.** Any increases in the Contract Price resulting from an Agreement Amendment shall be paid upon application by Design-Builder in the manner prescribed herein for payment of the Contract Price.

## ARTICLE VIII

### PAYMENTS TO DESIGN-BUILDER

**Section 8.1. Payments.** Owner will make progress payments to Design-Builder in accordance with the Design-Builder's invoicing of time and materials used over the invoice time frame submitted by Design-Builder to and as Approved by the Owner. Retainage is defined in this Agreement will be calculated at five (5%) percent of the value of the Contract Price ("Retainage") and will be withheld as Five (5%) of the



Approved value of each invoice. Approved invoices will be paid within forty-five (45) days of receipt. The Owner will pay Retainage to Design-Builder in accordance with the requirements for Final Payment set forth in this Agreement. The cost of professional services for the Architect and permit costs and other reimbursable out-of-pocket expenses will not be subject to the Retainage requirement. However, the Design-Builder shall be required to separately account on each progress payment requisition, the fee of the Architect with the percentage of completion for the phase of the Work being invoiced at that time.

8.1.1 Notwithstanding any provisions in this Agreement to the contrary, the Owner's Representative shall have the sole discretion to reduce the Retainage from Five (5%) to One (1)% if the Work is proceeding in a manner consistent with the requirements of this Agreement and in accordance with the Construction Schedule. The decision of the Owner's Representative to reduce the Retainage percentage will be based upon, but shall not be limited to, the following:

1. Substantial Completion has been accomplished.
2. The Design-Builder timely submits an appropriate and complete Construction Schedule and Schedule of Values in compliance with the Contract Documents.
3. The Design-Builder timely provides all submissions required by the Contract Documents including, but not limited to, shop drawings, material certificates and material samples.
4. The Design-Builder provides for proper and adequate supervision of the Project resulting in coordinated progress and proper quality control for the Work.
5. The Work stated to be completed in a request for payment has been installed or finished in a manner that is satisfactory to the Owner.
6. The progress of the Work is consistent with the approved Construction Schedule.

**Section 8.2. Title to Work.** Prior to Final Completion, title to the Work shall pass to the Owner upon acceptance of the Work contained in a request for payment and payment being made to Design-Builder in accordance with this Agreement. At final Completion, title to the entire Work of the Project shall pass to the Owner upon the Owner's acceptance of a Completion Certificate and the issuance of a certificate of occupancy.

**Section 8.3. Lien Waivers.** Lien waivers, releases and consents of surety, in a form and substance satisfactory to Owner, shall be submitted by Design-Builder with all progress payment requests certifying that the Project is free and clear of all liens or

rights to liens and free and clear of any other encumbrance for all Work completed to the extent of payments received by Design-Builder to date. Final lien waivers, general releases, and consent of surety shall also be provided by Design-Builder at the Final Completion in form and substance satisfactory to the Owner to enable the release of Retainage. The Design-Builder is obligated to deliver title to the Work and the Project site at Final Completion free and clear of all liens and encumbrances and, if any exist, the Design-Builder shall be obligated to remove or bond such liens or encumbrances within thirty (30) days at its sole cost and expense. If a subcontractor refuses to furnish the documents required by the Owner, the Design-Builder shall furnish a surety bond satisfactory to the Owner within thirty (30) days to indemnify the Owner against the existence and enforcement of such lien against the Project site. This Section shall survive the full performance of this Agreement or the earlier termination thereof.

#### **Section 8.4. Acceptance and Review of Work.**

8.4.1 Design-Builder shall submit to Owner all backup documentation necessary to demonstrate its entitlement to a progress payment together with such other documentation as the Owner may reasonably require or request.

8.4.2. Notwithstanding any provision in this Agreement to the contrary, the Owner may, at any time and from time to time, inform the Design-Builder that the Owner rejects a portion of the Work performed by Design-Builder that is inconsistent with the requirements of this Agreement. The Owner shall give such a notice promptly and shall detail the specific reasons for rejection.

8.4.3 Design-Builder shall promptly correct Work rejected by Owner as provided herein for failing to conform to the requirements of this Agreement. Design-Builder shall bear the costs of correcting such rejected Work, including additional testing and inspections and compensation for any additional architectural services and expenses made necessary thereby. Similarly, Design-Builder shall bear the cost of correcting destroyed or damaged Work caused by Design-Builder's correction or removal of Work that is not in accordance with the requirements of this Agreement.

## **ARTICLE IX**

### **INDEMNITY AND INSURANCE**

#### **Section 9.1. Indemnity.**

9.1.1. Indemnity. Design-Builder hereby indemnifies, shall indemnify, defends and holds harmless the Owner and its successors and assigns from and against all (1) actions, suits, claims, investigations, or legal or administrative or arbitration proceedings pending or threatened, whether at law or in equity in any forum (collectively, "Claims") arising directly or indirectly in connection with the performance of this Agreement

including, but not limited to, acts of commission, omission, or misconduct (collectively, the "Acts") by Design-Builder or any of its members, directors, officers, shareholders, representatives, agents, servants, subcontractors, consultants, employees, or any other person or entity with whom Design-Builder is in privity of oral or written contract (collectively, "Design-Builder Parties"); (2) liabilities arising under this Agreement directly or indirectly as a result of Design-Builder's or Design-Builder Parties' acts concerning its or their duties and obligations as set forth in this Agreement; and (3) damages, losses, costs and expenses, including, but not limited to, reasonable attorneys' and other professionals' fees, that may arise out of such Claims and/or liabilities for bodily injury, death and/or property damage. Design-Builder shall not be responsible for indemnifying or holding Owner harmless from any liability arising due to the Owner's negligent acts or omissions, or willful misconduct, or caused by any other person or entity acting under the direct control or supervision of Owner.

## **Section 9.2. Insurance**

9.2.1 The following insurance coverage is required to be produced to the Owner prior to the commencement of any Work and shall be maintained and kept in force by the Design-Builder throughout the duration of the Project at its sole cost and expense. All non-standard endorsements and provisions shall be disclosed in advance in writing to the Owner. The Design-Builder shall provide evidence to the Owner and maintain in effect for the duration of this Agreement without interruption and for one year after the Design-Builder's last activity at the Project site the insurance coverages identified below from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A - 10 or rating otherwise acceptable to the Owner. The Design-Builder will not enter upon the Project site or commence any Work or other activity until the required insurance is purchased and evidence thereof is provided to the Owner in the manner specified. The Owner shall have the right to terminate this Agreement if any of the insurance coverages provided hereunder lapse or are cancelled without a reasonable and prompt substitution by the Design-Builder ensuring that there is no gap in any such coverage. The coverages and policy amounts required are as follows:

Commercial General Liability (occurrence form) naming the Owner as an additional insured party by policy endorsement and 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 contractual liability, premises and operations, and personal injury, with limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Exclusions for employees will be removed. The Design-Builder or its agent shall inform the Owner in advance of any non-standard endorsements or policy provisions that may be part of the insurance contract(s). Limits may be made up of primary and umbrella or excess coverage.

Comprehensive Automobile Liability insuring against claims or suits brought by members of the public alleging bodily injury, personal injury or property damage.

and uninsured motorist and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business naming the Owner as an additional insured party by policy endorsement. Coverage will include limitations of \$1,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage. Limits may be made up of primary and umbrella or excess coverage.

Workers' Compensation insuring in accordance with statutory requirements including voluntary compensation, employer's liability insurance and occupational disease insurance in order to meet obligations towards employees in the event of injury or death sustained directly or indirectly in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

General requirements. All policies shall include the following provisions:

Cancellation notice—The Owner shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal by policy endorsement. All notices are to be given to the respective parties at the following addresses:

If to the Owner:  
Purchasing Department  
City of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, Connecticut 06604

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD-25 form, with endorsement, reflecting all coverage required and delivered to the Owner prior to any work or other activity commencing under this Agreement.

Additional insured—The Design-Builder shall submit to the Owner upon execution 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 signed by a representative of the insurer or its agent. Such certificates shall designate the Owner in the following form and manner:

The City of Bridgeport, its elected officials, officers,  
department heads, employees, agents, servants, successors  
and assigns ATIMA  
Attention: Purchasing Agent  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor

The coverage afforded to the Owner shall be primary insurance with respect to work performed under this Agreement. If the Owner has other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the Design-Builder's liability under any insurance shall not be reduced by the existence of such other insurance. The coverage afforded to the additional insured shall not apply to the sole negligence of the additional insured. The cost of all deductibles on any policy of insurance to be purchased by the Design-Builder shall be borne by the Design-Builder.

9.2.2. Design-Builder shall require by contract and endorsement from and architectural, engineering, or any other professional entity participating in the Project or the Work, the following insurance coverage, naming in the same manner as set forth above, the City as additional loss payee with notice of cancellation:

Errors and Omissions insurance coverage in an amount at or exceeding \$1,000,000.00 per occurrence.

### **Section 9.3. Insurance To Protect Project.**

9.3.1. Design-Builder shall purchase and maintain property insurance/Builder's Risk insurance upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include Owner as named insured, the Design-Builder, its subcontractors, and their respective successors and assigns, as additional insureds. Said insurance shall cover the named and additional insureds against loss from perils of fire, and shall include "all Risk" insurance for physical loss or damage, including, without duplication of coverage, at least theft, vandalism, malicious mischief, transit, collapse, flood, earthquake, testing, and damage resulting from defective design, workmanship, or material. Design-Builder agrees to reconstruct, at the request of Owner, any portion of the Project that is damaged or destroyed so long as the proceeds of such insurance are made available for such purpose.

9.3.2. If Owner finds it necessary to access a portion or portions of the Project prior to Substantial Completion for the purpose of installing and testing equipment, such access shall not commence prior to a time mutually agreed to by Owner and Design-Builder. Owner shall give Design-Builder ten (10) days notice of when and where such installations and testing are to occur. Design-Builder shall use reasonable efforts to arrange for the insurance company or companies providing the property insurance to consent to such access by endorsement to the policy or policies. This insurance shall not be canceled or lapsed on account of Owner's access to the Project. Owner shall be required to pay for any additional premium costs as the result of such access.

**Section 9.4. Waiver of Subrogation.** The policies required to be obtained pursuant to the provisions of this Agreement shall contain waivers by the insured(s) of their rights of subrogation against all insureds, if such waivers are obtainable.

**Section 9.5. Design-Builder Expense.** Except as otherwise expressly provided in this Agreement, all insurance coverage required pursuant to this Agreement, as well as such additional insurance as may be required under Owner's Requirements, shall be obtained and maintained by Design-Builder at Design-Builder's sole cost and expense.

**Section 9.6. Deficiencies.** Owner does not represent that the insurance coverage specified above, whether in scope of coverage or amounts of coverage, are or will be adequate to protect Design-Builder with respect to the risks it is assuming pursuant to this Agreement, and Design-Builder shall be solely responsible for any deficiencies thereof, and the Design-Builder shall replace all or any part of the Work regardless of the sufficiency of insurance coverage.

## ARTICLE X

### TERMINATION

#### **Section 10.1. Owner's Right to Terminate Agreement.**

10.1.1. Notwithstanding any provision or language in the Agreement to the contrary, the Owner shall have the sole authority to terminate the Agreement if it finds that such termination is in the best interests of the Owner, or in the interest of public necessity, convenience or safety as determined by the Owner. Any Termination specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination shall be effective upon written notice to the Design-Builder. In the event of such termination, the Design-Builder shall be entitled to reasonable compensation for Work performed and materials provided for the Work, however, no claim for lost overhead or profit for Work not yet performed shall be allowed. The Design-Builder shall provide all information necessary to determine the final payment due for completed Work within 15 days of the Owner's request, including but not limited to a final report of the status of construction in sufficient detail to satisfy the Owner. Upon receipt of complete and correct information, the Owner will issue the final payment to the Design-Builder within thirty (30) days. The Design-Builder shall be responsible for delivering all drawings, shop drawings, manufacturer's warranties (to the extent that a manufacturer's product is installed or completed and the Owner is entitled to such warranties), completed as-built drawings or annotated but not complete as-built drawings, and other close-out items that are either available or can be delivered pursuant to this Agreement.

10.1.2. If any proceeding is instituted against Design-Builder seeking to adjudicate Design-Builder as bankrupt or insolvent, and such proceeding is not

dismissed within sixty (60) Calendar Days from the date of filing, or if Design-Builder declares itself bankrupt or files for bankruptcy protection, or if Design-Builder makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of the insolvency of Design-Builder, or if Design-Builder files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts, or if there is a material adverse change in the financial condition or operations of the business or prospects of Design-Builder that substantially affects Design-Builder's ability to perform the Work in accordance with the Construction Schedule, then Owner may, without prejudice to any other right or remedy Owner may have, terminate this Agreement. Such termination shall be effective by delivery to the Design-Builder of a written Notice of Termination specifying the extent to which performance of Work under this Agreement is terminated, and the date upon which such termination shall be effective. Upon the giving of such notice, the Agreement will be terminated and the parties shall have no obligation to one another except for those items which are specifically stated to survive early termination.

10.1.3. Termination of this Agreement shall not relieve the Design-Builder or its surety of their responsibilities for the completed Work, nor shall it relieve the Design-Builder's surety of its obligations to ensure completion of the Work and to pay legitimate claims arising out of Work.

10.1.4. In the event of termination, materials obtained by the Design-Builder for the Work that have been inspected, tested as required, accepted by the Owner, and that are not incorporated in the Work, may, at the Owner's option, be purchased from the Design-Builder at actual cost as shown by receipted bills plus actual costs for delivery.

10.1.5 In the event of any such termination pursuant to this Section:

1. Upon the effective date of termination, the Design-Builder shall: (a) immediately discontinue all further Work, stabilize all Work that is then in progress as directed by Owner, (b) immediately quit the Project; (c) immediately quit the Project site, or such part thereof, as directed by Owner, leaving all plant, materials, equipment, tools (except personal tools), and supplies to be incorporated into the Work on site; and (d) provide Owner with a final accounting for the Project as of the date of termination.

2. Owner may have the Work completed in accordance with the Contract Documents by such means and in such manner as it may deem to be advisable, utilizing for such purpose, without additional cost to Owner, such of Design-Builder's design, plant, materials, equipment, tools (except personal tools) and supplies remaining on the Project site and stored off the Project Site in a bonded warehouse, and shall have the right, by contract, to utilize those of Design-Builder's subcontractors as the Owner may deem to be advisable, and the Design-Builder shall provide the Owner with a detailed report containing the subcontractor's contract with all changes, the extent to which such subcontractor

or subcontractors have completed their work, and an accounting of all amounts paid to such subcontractor or subcontractors to the date of termination of this Agreement.

3. Design-Builder shall be liable to Owner for 100% of the amount thereafter expended by Owner and reasonably required to complete the Work of the Project, to the extent such amount exceeds the balance of the Contract Price unpaid as of the date of such termination, and Design-Builder's obligation for payment shall survive the termination of this Agreement. This obligation, together with any damages due hereunder for delays caused by Design-Builder or other monies owed by the Design-Builder to the Owner, may be deducted from monies due or to become due to Design-Builder under this Agreement. If the total of such amounts is greater than the sum of the Contract Price, Design-Builder shall pay the amount of such deficiency to Owner within ten (10) days of written demand.

4. Design-Builder shall remain liable under the warranties given by it under this Agreement for all Work performed by it through the date of such termination.

5. At the Owner's discretion, Design-Builder shall assign to Owner and any replacement design-builder all subcontracts and purchase orders, shall deliver to Owner all Contract Documents, plans, drawings including shop drawings, specifications, other design information pertaining to the Project, submittals, invoices, and all other documents necessary to complete the Project, and shall remove from the Project site all such equipment, waste material, and rubbish as may be requested by Owner.

## ARTICLE XI

### DISPUTES

**Section 11.1. Friendly Dispute Resolution.** 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, are subject to the following dispute resolution procedure:

**Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this Agreement, that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), 999 Broad Street, 2<sup>nd</sup> Fl., Bridgeport, CT 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement,



and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion. Such Friendly/Initial Dispute Resolution is a precondition to the resolution of any dispute in a court of law.

**Section 11.1. Mediation.** Owner and Design-Builder may agree to submit any unresolved claims, controversies, interpretations and disputes arising out of or pertaining to this Agreement to non-binding mediation before a mediator mutually agreed to by the parties. Such non-binding mediation is not a precondition to the resolution of any dispute in a court of law.

**Section 11.2. Continued Performance.** Unless otherwise agreed to in writing, Owner and Design-Builder shall continue with performance of their respective duties under the Agreement pending completion of any mediation proceeding.

**Section 11.3 Resolution of Disputes.** All disputes under this Agreement shall be resolved by a court having competent jurisdiction over the parties located in Fairfield County, Connecticut.

## ARTICLE XII

### ASSIGNMENT AND AMENDMENT

**Section 12.1. Assignment.** Except as otherwise provided herein, Design-Builder shall not have the right to assign its interest or obligations under this Agreement or to sell or assign a controlling interest in the ownership of Design-Builder without the prior written consent of Owner. Owner may assign its rights under this Agreement to any affiliate or other subdivision of Owner.

**Section 12.2. Entire Agreement; Amendment.** This Agreement, all attachments, all items incorporated by reference and all other items intended to be part of this Agreement represent the entire Agreement between Owner and Design-Builder, which Agreement supersedes all prior negotiations, representations, oral statements or other agreements between such parties regarding the Project. This Agreement may be amended only by means of an Agreement Amendment.

## ARTICLE XIII

### FINAL COMPLETION

**Section 13.1. Responsibility of Design-Builder.** Design-Builder represents and warrants that it has full right, power and authority to enter into this Agreement. Prior to Final Completion, the Design-Builder shall provide to Owner evidence that (i) the Work has been performed as described herein; (ii) the conditions to payment specified in this Agreement have been fully satisfied and, in particular, that all payrolls, materials, bills, and other indebtedness of Design-Builder and any subcontractor or material supplier relating to the Project have been paid or otherwise satisfied; (iii) all appropriate final lien waivers, general releases and consents of surety have been obtained; and (iv) any right to file or any notice of lien previously filed have been discharged of record or the cause giving rise to the filing of any such lien has been satisfied. At final Completion, the Design-Builder shall assign to the Owner any interest of Design-Builder or any other party in the Work free and clear of all liens, encumbrances, conditions, restrictions and claims. At Final Completion and upon final payment, which when added to all previous progress payments will equal the Contract Price, Design-Builder shall provide or cause to be provided to the Owner all close-out items, including but not limited to, all warranties, guarantees, bonds, operating and maintenance manuals, and other documents and things necessary to convey to Owner any interest of Design-Builder or any other party in the Work.

**Section 13.2. Notification.** At Design-Builder's request and upon satisfaction of the conditions specified in the Agreement, the Owner shall notify Design-Builder of Final Completion.

## ARTICLE XIV

### MISCELLANEOUS PROVISIONS

**Section 14.1. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefits of the respective successors and assigns (where permitted under this Agreement) of Design-Builder and Owner.

**Section 14.2. Headings.** The headings set forth in this Agreement are used for organizational purposes only and are not intended to and shall not constitute substantive parts of the Agreement.

**Section 14.3. Further Assurances.** Design-Builder and Owner shall provide such information, execute and deliver any instruments and documents, and take such other actions as may be necessary or reasonably requested by the other party, which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement, Design-Builder warrants and represents to Owner that:

1. Design-Builder is an entity duly organized and validly existing under the laws of the State of \_\_\_\_\_ and that it has all requisite power and authority to enter into, and perform this Agreement;

2. The delivery and execution of this Agreement by the undersigned officer and the performance of the obligations agreed to by Design-Builder herein have been duly-authorized by all necessary action, and Design-Builder shall deliver evidence of same to Owner upon execution of this Agreement; and

3. This Agreement when duly executed by Design-Builder shall constitute a valid and binding obligation of Design-Builder, enforceable in accordance with its terms.

**Section 14.4. All Required Provisions Incorporated.** All provisions required under the Owner's Requirements and under all Applicable Laws, rules, regulations, and ordinances are herein incorporated by reference as if fully set forth herein.

**Section 14.5. Interpretation of Documents.** The Design-Builder represents that it has fully examined all Contract Documents and has notified the Owner of any discrepancies or conflicts in the Contract Documents prior to execution of this Agreement. The Design-Builder agrees that any discrepancies or conflicts in the Contract Documents shall not be construed against the Owner nor shall they form the basis of any claim by the Design-Builder against the Owner. If any discrepancy or conflict exists between any of the various documents constituting the Contract Documents, then the Design-Builder shall provide the greater quality or greater quantity or the more stringent requirements.

**Section 14.6. Counterparts.** This Agreement may be executed in counterparts, each one of which shall be deemed to be an original and all of which shall constitute one and the same agreement.

**Section 14.7. Remedies Cumulative.** The rights and remedies provided herein are cumulative, provided, however, that the liquidated damages specified in this Agreement shall be the sole damages remedy of Owner against Design-Builder for a delay of the Substantial Completion Date.

**Section 14.8. Governing Law.** This Agreement shall be governed by the laws of the State of Connecticut without giving effect to its conflicts of law provisions.

**Section 14.9. Non-Discrimination.** Design-Builder shall be bound by all of the terms and conditions of City of Bridgeport ordinances, which shall be deemed to be incorporated by reference as if fully set forth herein.

**Section 14.10. MBE Requirements and Goals.** Design-Builder has previously provided the Owner with information concerning the Design-Builder's achievement of the requirements and goals contained in the Owner's Minority Business Enterprise

Ordinance, Chapter 3.08.070 of the Bridgeport Municipal Code, and shall adhere to all of the requirements thereof throughout the performance of the Work under this Agreement.

**Section 14.11. Attorney's Fees.** If either party asserts a claim under this Agreement against the other party, each party shall bear its own costs incurred in asserting or defending said claim, but the court hearing such claim shall have the right to award reasonable attorneys' fees and court costs to the prevailing party.

**Section 14.12. State Tax.** The Owner is a tax-exempt municipal subdivision of the State of Connecticut. The Design-Builder shall not assess or charge taxes to the Owner except such taxes that are not exempt to municipalities. The Owner has advised Design-Builder, and Design-Builder hereby so acknowledges, that the purchase of supplies and materials that are to be physically incorporated into and become a permanent part of the Work of the Project will not be subject to Connecticut sales and use taxes. Notwithstanding the above, the Design-Builder shall familiarize itself with the current regulations of the State of Connecticut Department of Revenue Services. The Design-Builder may obtain a tax exempt certificate from the City of Bridgeport Department of Public Purchases for purchases that are tax-exempt.

**Section 14.13. Consent Order.** Design-Builder agrees not to enter into any settlement, consent, decree, or other agreement, written or oral, between the Design-Builder and the government of the United States, or any department or agency thereof, or any state thereof, which allocates or apportions responsibility or which otherwise affects the liability of or grants immunity to Design-Builder for any noncompliance with any of the Environmental Laws or otherwise relates to any remediation or removal of any environmental condition located, at, on, or under the property where the Project is located without the express prior written consent of the Owner.

**Section 14.4. Duty to Cooperate.** In the event Owner is required by an agency of the United States or a State thereof, to investigate or remediate any environmental condition at, on, or under the property where the Project is located, Design-Builder agrees to cooperate with Owner with respect to such matters as the enforcement agency may request including, but not limited to, production of shipping manifests and related documents, past inventory information, provision of materials related to site history, and internal reports related to the site.

14.4.1 Furthermore, if the Owner makes a claim against any policy of insurance or reinsurance related to the property where the Project is located, or against any third party, or against the Connecticut Underground Storage Tank Fund, or similar fund, Design-Builder agrees to cooperate with Owner in making such application.

14.1.2 Design-Builder shall strictly comply with the requirements of all applicable Environmental Laws. Furthermore, the Design-Builder shall not store, generate, dispose of or use any Regulated Substances at, on, or under the property in violation of Environmental Laws. Design-Builder shall limit the use and storage of any Regulated

Substances at, on, or under the property to only those quantities required for the execution of the Work. Excess quantities shall be promptly removed from the property upon completion of the operations requiring their use. Under no circumstances shall Regulated Substances be disposed of at, on, or under the property or adjacent property or discharged into any watercourse or sewer. All Regulated Substances shall be shipped off-site in accordance with the Environmental Laws and shall list the Design-Builder as the generator of the Regulated Substances on all manifests.

**Section 14.5. Environmental Laws Indemnification.** Design-Builder hereby agrees to protect, indemnify, defend, and hold harmless the Owner and its officers, employees, and agents and their respective heirs, legal representatives, successors, and assigns from and against any and all loss, damage, cost, charge, lien, debt, fine, penalty, injunctive relief, claim, demand, expense, suit, order, judgment, adjudication, liability, or injury to person, property, or natural resources, including attorneys' fees and consultant fees (any of the foregoing being referred to in this Agreement as a "Claim") arising out of, attributable to, which may accrue out of, or which may result from (i) a violation of the Environmental Laws in connection with the Project by Design-Builder or any person or entity or other source employed by Design-Builder, or (ii) the disposal or alleged disposal of Hazardous Materials (whether intentional or unintentional, direct or indirect, foreseeable or unforeseeable) by the Design-Builder or any person or entity or other source, except that these obligations shall not apply in the event of the disposal of Hazardous Materials by Owner's employees, agents, representatives, contractors, or subcontractors, provided that the Design-Builder is not Owner's contractor for the removal or remediation.

**Section 14.6 Survival.** All Design-Builder obligations hereunder shall survive this Agreement or any other agreement or action including, without limitation, any consent decree, order, or any other agreement between Design-Builder and the government of the United States or any department or agency thereof.

**Section 14.7 Notices.** All notices required or desired to be given or delivered under this Agreement shall be in writing and shall be deemed to have been validly given when received by hand-delivery, by a courier or express service guaranteeing overnight delivery, by certified mail, return receipt requested and addressed to a party at the following addresses or to such other address given to the other party by similar notice:

**Section 11.4 Notices:** All notices required herein, except insurance notifications, shall be sent certified mail, return receipt requested as follows:

TO THE CONTRACTOR

At the Address first written above

TO THE CITY

Beardsley Zoo

c/o Don Goff  
1875 Noble Avenue, Administration (Casino)  
Bridgeport, CT 06610

With copy to:

Office of the City Attorney  
999 Broad Street  
Bridgeport, CT 06604

**14.8 Force Majeure.** Excusable delays consist of natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of a law, rule or regulation or a change in existing laws, rules or regulations which prevents 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, so long as the party claiming delay gives 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 obligations of the parties or compensation, for example, and may result in the need to modify the Agreement accordingly.

IN WITNESS WHEREOF, the parties hereto and their respective successors and assigns agree to be bound by the terms hereof.

**TANCRETI CONSTRUCTION, LLC**

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

**CITY OF BRIDGEPORT**

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

Its: Joseph P. Ganim  
Mayor  
Duly-authorized

EXHIBIT A

Construction Schedule to be Developed



EXHIBIT B :

Proposal

Original

(1)

# Tancreti Construction LLC

50 United Drive, Unit J  
North Haven, CT, 06473  
HIC# 0633044

## RFP # BZB8321171 - Design/Bid/Build- Spider Monkey Exhibit

To: City of Bridgeport  
999 Broad Street  
Bridgeport, CT, 06604  
C/O: Joe Tiago

From: Tancreti Construction LLC  
50 United Drive, Unit J  
North Haven, CT, 06473

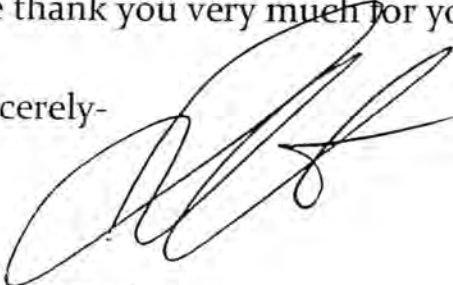
### Table of content-

Tancreti Construction intro _____	Cover page
Proposal/Base bid/ Design # 1 _____	Pages 1, 2
Add Alternatives/ Grand total for design #1 _____	Page 3
Proposal/ Base bid/ Design # 2 _____	Pages 4 & 5
Add Alternatives/ Grand total for design #2 _____	Page 6
Team/ Qualifications & Subs _____	Pages 7 & 8
Job References _____	Page 9
Contact Information _____	Page 10
Non-Collusion Affidavit _____	Page 11
CHRO Form _____	Pages 12 - 16

Please find information requested in this packet.

We thank you very much for your consideration on this project.

Sincerely-



Joe Tancreti  
Member/ Operator  
Tancreti Construction LLC

# PROPOSAL

Date : 1/31/2017

Tancreti Construction LLC  
50 United Drive, Unit J  
North Haven, CT  
203-815-3556  
JAT@TancretiConstruction.com  
HIC #0633044

City of Bridgeport  
1875 Noble Ave  
Bridgeport, CT  
06610

## Job

Design / Bid/ Build for RFP#BZB8321171 SPIDER MONKEY EXHIBIT

## Break down on proposed work

## Cost

-A rough sketch was provided to bidders at mandatory pre-bid meeting 1/11/2017. After the pre-bid meeting a sketch was send via email on 1/23/2017 that was produced by ThermeQ.	
-Tancreti Construction LLC has put a proposal for labor and materials together that reflects the structure design produced by ThermeQ. The structural components will be fastened in the same manor proposed on the drawings.	
<b>This proposal is for design #1</b>	
-Interior demolition/ rebuild. Including storage room and Monkey holding area. Painting, flooring in viewing room, windows to separate viewing room, plus wall finish. Window schedule : 4 windows total.	\$49,168.32
-Exterior decking plus general finish work	\$81,990.44
-Concrete work: Including form work, rebar, cast in place bolts, masonry anchors, 3,500 PSI concrete mix.	\$91,491.99
-Windows / thermal	\$9,073.89
-Electrical rough / finish work for interior space	\$19,440.00
-Plumbing work for interior / exterior space (carried cost for pond water feed)	\$20,160.00
-Stainless steel wire mesh for exterior exhibit. Supplied plus installed	\$99,960.00
-Structural steel: posts with base plates fabricated, turnbuckle fabrication for cable tie backs. Supplied and installed.	\$37,180.00
-Pavement repairs : carried cost for 1,000 SQ FT	\$3,960.00
-HVAC: Replace existing unit plus 30' +/- of duct work. No carried cost for engineering / designing system. No balancing of system included.	\$33,600.00
-General equipment needed to complete the project start to finish:	\$34,068.00
General conditions: Insurances, Tancreti Construction LLC management in the field and office, architecture design, Structural engineer, civil engineer.	\$121,536.00
-Permits and fees with the City of Bridgeport	\$9,024.42
-Add Alternates : ***See attached cost sheet***	
<b>Exclusions</b>	
-This proposal excludes the following-	
-All items off the attached add alternate sheet	
-Design or engineered pump system for pools within the facility	
-Electrical, HVAC or plumbing engineer is not included in general conditions total.	
-Grading or landscape design	
-Testing of soil for compaction rate	

- Testing of soil for contamination
- Disposal of any contaminated materials
- Containment of any contaminated materials
- There is thought to be NO asbestos or lead based paint within job site.
- Structural repairs to buildings that are existing / adjacent
- X-ray of existing concrete footing to be built on.
- No cost carried for core samples on exiting concrete wall.
- No cost carried for power washing / chemical cleaning
- No cost carried for repairs / finished to floor inside monkeys interior space.
- \*\*\*Cost was carried for repairs to damaged turf areas (addition of seed and hay), no cost was carried for landscape or planting.
- No field office trailer or temp facilities provided by Tancreti Construction LLC.

**Tancreti Construction LLC is proud to be an affirmative action / equal opportunity employer.**

**BASE BID | \$610,653.06**

*Thanks' for considering Tancreti Construction LLC on your project.*

ADD ALTERNATE  
BID

Date :1/31/2017

Tancreti Construction LLC  
50 United Drive, Unit J  
North Haven, CT  
203-815-3556  
JAT@TancretiConstruction.com  
HIC #0633044

To City of Bridgeport  
1875 Noble Ave  
Bridgeport, CT  
06610

<b>Project</b>	
Design/ Bid/ Build for RFP # BZB8321171 SPIDER MONKEY EXHIBIT	

<b>Break Down On Add Alternate Work</b>		<b>Cost</b>
Design #1		
1: Steel column plus concrete footing centered inside monkeys interior exhibit.		\$11,520.00
2: Decorative stone for under decks : materials plus installation		\$6,947.71
3: Metal play structures fabricated and attached to the masonry of building. 3 structures		\$8,160.00
4: Foe stone panels to cover masonry of building (not in its entirety), plus installation of veneer.		\$31,440.60
5: Interior viewing room tanks supplied plus installed		\$22,063.26
6: Replace windows that are existing in masonry building = 12 total (separating Marmosets from spider monkeys).		\$9,980.42
7: Install lattice under decks opposed to decorative stone		\$4,950.82
8: Construct 2 ponds plus a stream connecting ponds out of 3,500 PSI concrete with steel re-enforcement.		\$29,119.15
	Total Add Alternate sheets	<b>\$123,881.95</b>
	Base bid for design #1	<b>\$610,653.06</b>
<b>Total Package</b>		<b>\$734,535.03</b>

Thanks' for considering Tancreti Construction LLC on your project.

PROPOSAL

Date :1/31/2017

Tancreti Construction LLC  
50 United Drive, Unit J  
North Haven, CT  
203-815-3556  
JAT@TancretiConstruction.com  
HIC #0633044

City of Bridgeport  
1875 Noble Ave  
Bridgeport, CT  
06610

**Job**

Design / Bid / Build for RFP #BZB8321171 (SPIDER MONKEY EXHIBIT)

**Break down on proposed work**

**Cost**

-A rough sketch was provided to bidders at mandatory pre-bid meeting 1/11/2017	
-Tancreti Construction LLC has created its own design based off of the rough sketch provided. This design was created so different trades could have a better idea of what was actually getting built / overall scope of work.	
-This design is for a free standing structure that incorporates the use of 8x8 steel posts and 18"T x 6"W I beams. This design will be completely detached from existing building walls but will sit snug to building. It would have a flat canopy roof that would be constructed out of the Stainless Steel 2"x2" mesh.	
<b>This proposal is for design #2</b>	
-Interior demolition/ rebuild. Including storage room and Monkey holding area. Painting, flooring in viewing room, windows to separate viewing room, plus wall finish. Window schedule : 4 windows total.	\$49,168.32
-Exterior decking plus general finish work	\$81,990.44
-Concrete work: Including form work, rebar, cast in place bolts, masonry anchors, 3,500 PSI concrete mix.	\$109,285.02
-Windows / thermal	\$9,073.89
-Electrical rough / finish work for interior space	\$19,440.00
-Plumbing work for interior / exterior space (carried cost for pond water feed)	\$20,160.00
-Stainless steel wire mesh for exterior exhibit. Supplied plus installed	\$132,600.00
-Structural steel: posts, beams, all steel fabricated and installed	\$78,320.00
-Pavement repairs : carried cost for 1,000 SQ FT	\$3,960.00
-HVAC: Replace existing unit plus 30' +/- of duct work. No carried cost for engineering / designing system. No balancing of system included.	\$33,600.00
-General equipment needed to complete the project start to finish:	\$34,068.00
General conditions: Insurances, Tancreti Construction LLC management in the field and office, architecture design, Structural engineer, civil engineer.	\$121,536.00
-Permits and fees with the City of Bridgeport	\$10,431.02
-Add Alternates : ***See attached cost sheet***	
<b>Exclusions</b>	
-This proposal excludes the following-	
-All items off the attached add alternate sheet	
-Design or engineered pump system for pools within the facility	
-Electrical, HVAC or plumbing engineer is not included in general conditions total.	

- Grading or landscape design
- Testing of soil for compaction rate
- Testing of soil for contamination
- Disposal of any contaminated materials
- Containment of any contaminated materials
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- No cost carried for power washing / chemical cleaning
- No cost carried for repairs / finished to floor inside monkeys interior space.
- \*\*\*Cost was carried for repairs to damaged turf areas (addition of seed and hay), no cost was carried for landscape or planting.
- No field office trailer or temp facilities provided by Tancreti Construction LLC.

**Tancreti Construction LLC is proud to be an affirmative action / equal opportunity employer.**

**BASE BID**

**\$703,599.69**

*Thanks' for considering Tancreti Construction LLC on your project.*

# ADD ALTERNATE SHEET

Date :1/31/2017

Tancreti Construction LLC  
 50 United Drive, Unit J  
 North Haven, CT  
 203-815-3556  
 JAT@TancretiConstruction.com  
 HIC #0633044

City of Bridgeport  
 1875 Noble Ave  
 Bridgeport, CT  
 06610

Project
Design/ Bid/ Build for RFP # BZB8321171 SPIDER MONKEY EXHIBIT

Break Down On Add Alternate Work	Cost
Design #2	
1: Steel column plus concrete footing centered inside monkeys interior exhibit.	\$11,520.00
2: Decorative stone for under decks : materials plus installation	\$6,947.71
3: Metal play structures fabricated and attached to the masonry of building. 3 structures	\$8,160.00
4: Foe stone panels to cover masonry of building (not in its entirety), plus installation of veneer.	\$31,440.60
5: Interior viewing room tanks supplied plus installed	\$22,063.26
6: Replace windows that are existing in masonry building = 12 total (separating Marmosets from spider monkeys).	\$9,980.42
7: Install lattice under decks opposed to decorative stone	\$4,950.82
8: Construct 2 ponds plus a stream connecting ponds out of 3,500 PSI concrete with steel re-enforcement.	\$29,119.15
Total Add Alternate sheets	<b>\$123,881.95</b>
Base bid for design #2	<b>\$703,599.69</b>
<b>Total Package</b>	<b>\$827,481.66</b>

*Thanks' for considering Tancreti Construction LLC on your project.*



## Our Team

- 1-Tancreti Construction LLC
- 2- WDM Architects
- 3-MKEC Engineering Success
- 4-Spiegel, Zamecnik & Shah Inc.

### Tancreti Construction LLC

Tancreti Construction LLC is an owner operated business based out of North Haven Connecticut. We provide a wide variety of services to the entire State of CT.

Specializing in Site work, Masonry and Restoration, we work with designers, architects and engineers to ensure the quality and cohesiveness of your project. We maintain continuous education thru Safety Services and OSHA 10 certification with all our staff. The services offered by Tancreti Construction are all encompassing due to the relationships and reputation we maintain within our industry.

We believe that the key to successful general contracting is in great communication.

### WDM Architects

For almost 20 years, WDM has designed exhibits for some of the country's most prestigious zoos. WDM doesn't approach zoo design as a "Theme Park." We want to inspire the public with an immersion experience. We view zoo animals as ambassadors for their wild counterparts, and our goal is to create an authentic environment that tells their story so visitors can connect with animals. We also specialize in creating sustainable buildings on the zoo campus that use the latest in advanced energy-saving technologies. WDM is proud of our stewardship of the natural world, and will continue to find new ways for zoos to sustain, flourish and thrive.

## MKEC Engineering Success

MKEC was founded in 1982 on the principle of providing superior engineering consulting services that are responsive to our clients' needs.

We are a full-service engineering and land-planning firm that offers a broad range of consulting services. We provide engineering feasibility and design services to both private and public sectors. Our customers include industry, developers, city, county, state and federal governments, architects, other engineering groups, institutions and individuals.

## Spiegel Zamecnik & Shah INC (Civil Engineer) SBE

Spiegel Zamecnik & Shah has been providing professional services to a full range of clients for 45 years, for the structural design of building construction including the rehabilitation of existing structures. Our primary activity is the design of framing and foundations for new buildings serving institutions, government, corporations and developers. We design complex building structures, including educational buildings, hospitals, libraries and museums. We are also active in the evaluation and adaptive reuse of existing buildings, including historic landmarks, and the design of special structures. We hold engineering registration in numerous states, and are certified by the D.A.S. as a small business concern. Our projects have won numerous awards from industry organizations for innovative design and meeting our clients' needs.

\*Resumes & Certificates of insurance are available upon request.

## Suppliers/Supplies

B & R Glass (Viewing windows)

Branford Building Supply (lumber/ composite materials/ fasteners/ misc)

Corners Unlimited (Holding cages & mechanical doors)

Habitat Systems Limited (tanks)

That Metal Shop (structural steel)

## Subcontractors

Nets Unlimited Inc. *WBE* (Design, supply/ install of netting material)

Total Plumbing & Heating (Supply/ Install plumbing)

Mergo Mechanical (Supply/ install new H-vac system)

AAA Electric Services (Supply/ upgrade/ install electrical)

## References/ Projects

### **1- Victorian Cottage Historical Restoration, Fairfield CT Complete interior historic restoration/ADA upgrades**

-Contact info: John @ David Scott Parker Architects

Email: jwasilewski@dsparker.com

Michael Jehle @ Fairfield Museum- Email: mjehle@fairfieldhs.org

### **2- Willard Correction Institution, Enfield CT Site work/De-watering/ Foundation/ General Concrete**

-Contact info: Warden Glen (owner- State of Connecticut)

### **3- Common Grounds School- New Haven, CT Thermal protection/ Siding installation**

-Contact info: Dave (owner- State of Connecticut)

Email address: CLSLLC@yahoo.com

### **4- ST Therese church, 105 Leetes Island road, Branford, CT. Handicap upgrades (ADA compliant)**

-Contact info: Helen 203-488-2998 Email: office@sttheresebranford.org

### **5- 6 Cove road, East Haddam, CT (1970's Year Built) Complete rest/Addition /Site work/ Concrete work**

-Contact info John Biller (owner)

Email address: JDBLAW19@yahoo.com

## Contact Info

Mailing address:

Tancreti Construction LLC  
50 United Drive unit J  
North Haven, CT  
06473

Joseph A. Tancreti

Tancreti Construction LLC

Member/ Operator

Phone: (203)815-3556

Email address: [JAT@tancreticonstruction.com](mailto:JAT@tancreticonstruction.com)

Monica Robertson

Tancreti Construction LLC

Lead Project Manager

Phone: (203)306-7507

Email Address: [MR@tancreticonstruction.com](mailto:MR@tancreticonstruction.com)

Michael Perez

Tancreti Construction LLC

Director of Sales & Marketing

Phone: (203)500-7684

Email Address: [MAP@tancreticonstruction.com](mailto:MAP@tancreticonstruction.com)

Scott Ramser, AIA

WDM Architects P.A.

Office: (316)262-4700

Cell: (316)258-5180

Email: [sramser@wdmarchitects.com](mailto:sramser@wdmarchitects.com)

Website: [wbmarchitects.com](http://wbmarchitects.com)

EXHIBIT C

SCHEMATIC



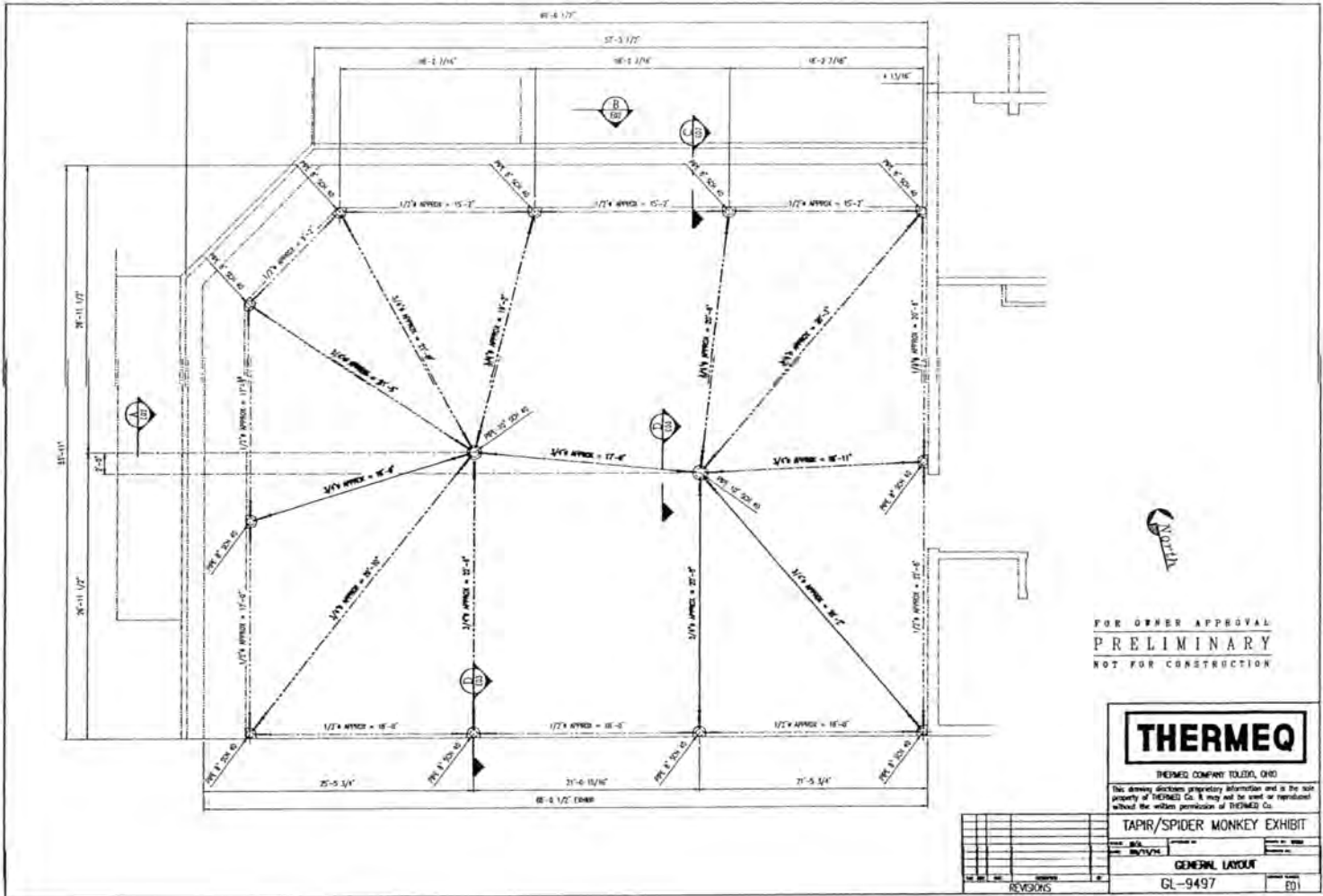
EXHIBIT D

Refined Documents (future document)

EXHIBIT

Preliminary Design





FOR OWNER APPROVAL  
**PRELIMINARY**  
 NOT FOR CONSTRUCTION



**THERMEQ**

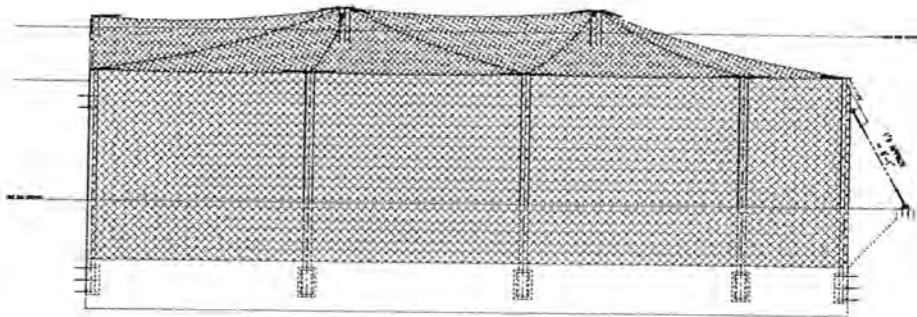
THERMEQ COMPANY TOLEDO, OHIO  
 This drawing discloses proprietary information and is the sole property of THERMEQ Co. It may not be used or reproduced without the written permission of THERMEQ Co.

TAPIR/SPIDER MONKEY EXHIBIT

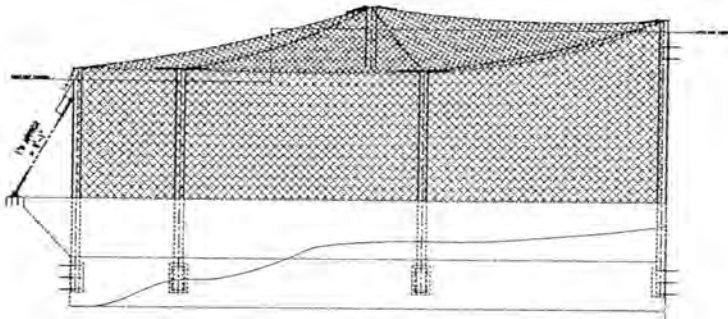
GENERAL LAYOUT

GL-9497 (01)

NO.	DATE	BY	CHKD.	REVISIONS



SECTION 1



SECTION 2

FOR OWNER APPROVAL  
 PRELIMINARY  
 NOT FOR CONSTRUCTION

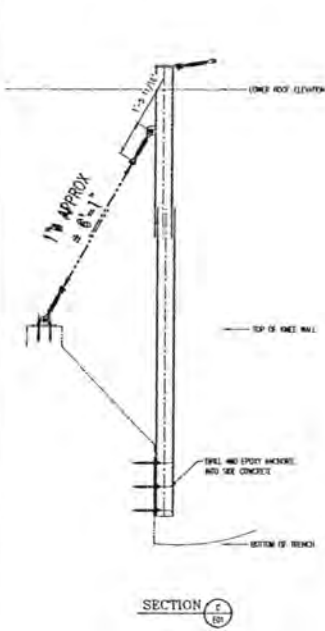
**THERMEQ**

THERMEQ COMPANY TOLEDO, OHIO

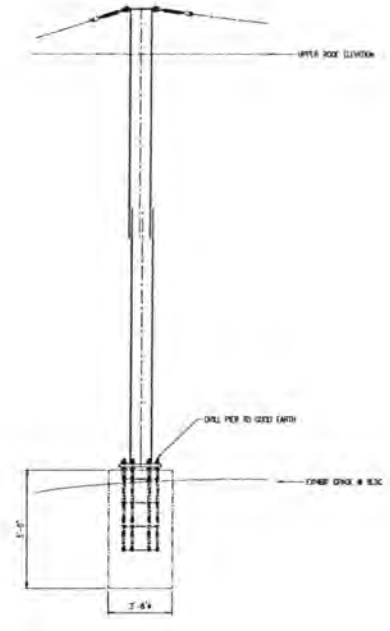
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TAPIR/SPIDER MONKEY EXHIBIT

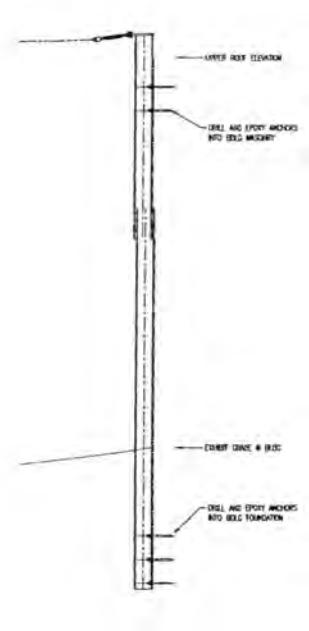
DATE: 08/11/14	PROJECT NO.:	SCALE:
GENERAL LAYOUT		
GL-9497		ED1



SECTION C  
 (left)



SECTION C  
 (middle)



SECTION C  
 (right)

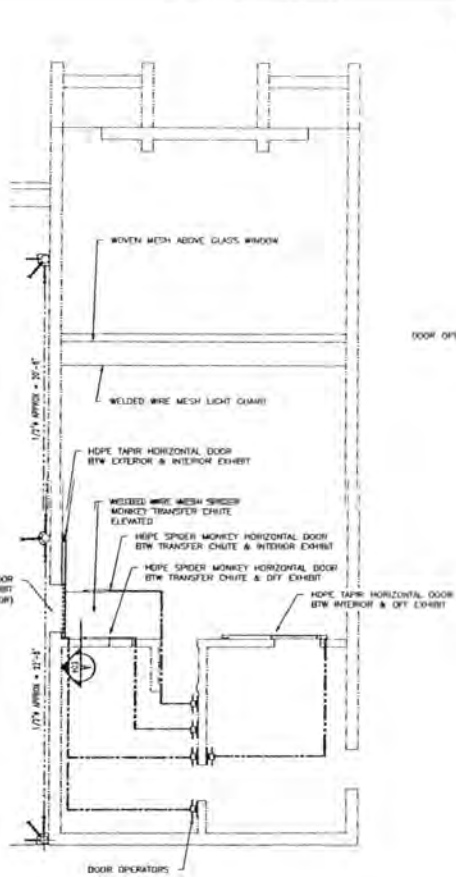
FOR OWNER APPROVAL  
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**THERMEQ**  
 THERMED COMPANY TOLEDO, OHIO

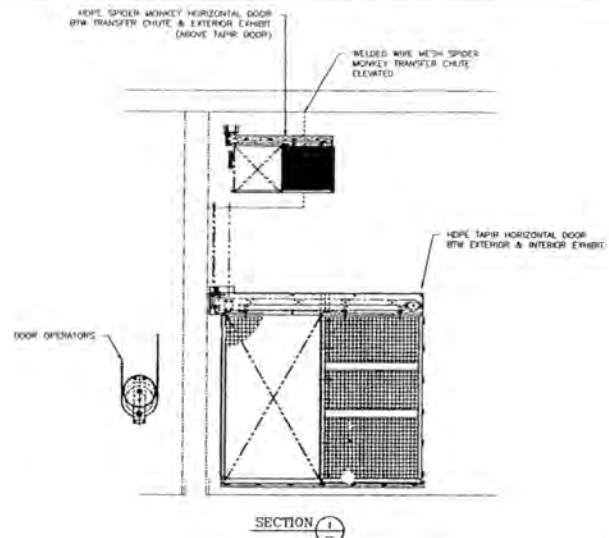
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REVISIONS		SECTION VIEWS	
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GL-9497  
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INTERIOR/OFF EXHIBIT



SECTION I



FOR OWNER APPROVAL  
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 THERMEQ COMPANY TOLEDO, OHIO  
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TAPIR/SPIDER MONKEY EXHIBIT	
DATE: 08/11/24	SCALE: 1/8" = 1'-0"
GENERAL LAYOUT	
GL-9497	ED4

NO.	DATE	DESCRIPTION	BY

EXHIBIT F

Form Certificate of Substantial Completion

# CERTIFICATE OF SUBSTANTIAL COMPLETION

AIA DOCUMENT G704

(Instructions on reverse side)

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

PROJECT

*Name and address*

PROJECT NO.

CONTRACT FOR  
CONTRACT DATE

TO OWNER

*Name and address*

TO CONTRACTOR

*Name and address*

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

ARCHITECT

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within \_\_\_\_\_ days from the above date of Substantial Completion.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*



**CAUTION:** You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



AIA DOCUMENT G704 • CERTIFICATE OF SUBSTANTIAL COMPLETION • 1992 EDITION • AIA • 1992 • 111  
AMERICAN INSTITUTE OF ARCHITECTS • 1735 NEW YORK AVENUE, N.W. WASHINGTON, D.C. 20006-5292  
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G704-1992



**Los Angeles Department of Water and Power**  
**CERTIFICATE OF COMPLIANCE**  
OF THE WATER SUPPLY CONTRACTS FOR THE CITY OF LOS ANGELES

PROJECT NUMBER: \_\_\_\_\_ CONTRACT NUMBER: \_\_\_\_\_

DATE OF THIS CERTIFICATE: \_\_\_\_\_ NAME OF PROJECT: \_\_\_\_\_

FOR NUMBER OF MONTHS: \_\_\_\_\_

NUMBER OF MONTHS FOR WHICH CONTRACT WAS MADE: \_\_\_\_\_

DESCRIPTION OF WORK	PERIOD	DATE	AMOUNT
CONSTRUCTION OF WATER MAINS	12	1912	\$1,000,000.00
CONSTRUCTION OF SEWER MAINS	12	1912	\$500,000.00
CONSTRUCTION OF STORM SEWER MAINS	12	1912	\$250,000.00
CONSTRUCTION OF WATER TREATMENT PLANT	12	1912	\$1,500,000.00
CONSTRUCTION OF SEWER TREATMENT PLANT	12	1912	\$750,000.00
CONSTRUCTION OF STORM SEWER TREATMENT PLANT	12	1912	\$375,000.00
CONSTRUCTION OF WATER DISTRIBUTION SYSTEM	12	1912	\$1,200,000.00
CONSTRUCTION OF SEWER DISTRIBUTION SYSTEM	12	1912	\$600,000.00
CONSTRUCTION OF STORM SEWER DISTRIBUTION SYSTEM	12	1912	\$300,000.00
CONSTRUCTION OF WATER TREATMENT PLANT	12	1912	\$1,500,000.00
CONSTRUCTION OF SEWER TREATMENT PLANT	12	1912	\$750,000.00
CONSTRUCTION OF STORM SEWER TREATMENT PLANT	12	1912	\$375,000.00
CONSTRUCTION OF WATER DISTRIBUTION SYSTEM	12	1912	\$1,200,000.00
CONSTRUCTION OF SEWER DISTRIBUTION SYSTEM	12	1912	\$600,000.00
CONSTRUCTION OF STORM SEWER DISTRIBUTION SYSTEM	12	1912	\$300,000.00
<b>TOTAL PERIOD</b>			

PLEASE MAKE THIS PAYABLE TO LOS ANGELES DEPARTMENT OF WATER AND POWER  
 "DEPARTMENT ADDRESS ON CONTRACT"

DATE OF THIS CERTIFICATE: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PLEASE COMPLETE THIS CERTIFICATE IN FULL BY THE DATE OF THE CONTRACT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COMPLETE THIS CERTIFICATE.

Item# \*160-16 Consent Calendar

Amphitheater Development and Operating Agreement  
with Harbor Yard Amphitheater, LLC.



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

City Council Meeting Date: November 6, 2017

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

Approved by:

*Joseph P. Garin*  
Joseph P. Garin, Mayor

Date Signed:

*11/9/17*

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17 NOV 13 AM 11:54

ATTEST  
CITY CLERK





# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*160-16 Consent Calendar**

### **Resolution Authorizing a Development Agreement and Operating Agreement for the Harbor Yard Amphitheater**

**WHEREAS**, in March of 2017, the City's Office of Planning and Economic Development ("OPED") published a Request For Proposals ("RFP") for the re-use and refurbishment of the City-owned Harbor Yard Ballpark at 500 Main Street (the "Facility");

**WHEREAS**, the RFP sought proposals for uses that would either continue the use of the Facility as a sports venue or convert it to an entertainment venue;

**WHEREAS**, after reviewing development proposals received pursuant to the RFP, and after interviewing the developer and operator candidates who had responded to the RFP, the City selected Harbor Yard Amphitheater LLC ("HYA") as the preferred developer and operator for the Facility;

**WHEREAS**, HYA proposes to invest \$7,500,000 in the renovation of the city-owned Facility to convert it to an outdoor Amphitheater (the "Project");

**WHEREAS**, the City will invest a like amount and approve the design of the Amphitheater;

**WHEREAS**, the Amphitheater operations will produce considerable economic benefit to the City;

**WHEREAS**, the City wishes to enter into the attached Amphitheater Development and Operating Agreement (the "Agreement") so that HYA may begin renovations of the Facility to allow for its opening in the spring of 2019;

**NOW THEREFORE BE IT RESOLVED** that the Mayor or the Director of OPED is authorized to finalize and execute the attached Agreement materially and in final form satisfactory to the Director of OPED and the City Attorney, and is further authorized to negotiate and to execute such other agreements and to take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as he/she may deem to be in the best interests of the City.




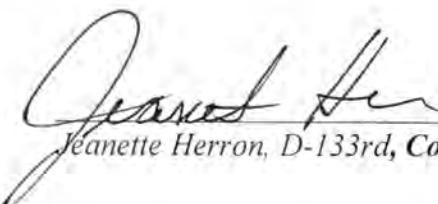
# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts  
Item No. \*160-16 Consent Calendar

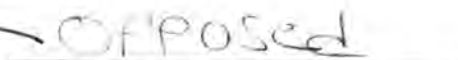
-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**CONTRACTS**

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

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

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

  
\_\_\_\_\_  
AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>

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

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

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

City Council Date: November 6, 2017

clean version as amended from the floor  
on 11/6/2017.

exh 11617-1

**FACILITY DEVELOPMENT AND OPERATING AGREEMENT**

DATED AS OF November \_\_\_\_, 2017

BY AND BETWEEN

THE CITY OF BRIDGEPORT, CONNECTICUT ("City" or "Owner")

AND

HARBOR YARD AMPHITHEATER, LLC ("HYA" or "Operator")

ATTEST  
CITY CLERK \_\_\_\_\_

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## INDEX

Page 2	Background
Page 3	Article I – Definitions; Party Representatives and Their Respective Scopes of Authority; Substantive Changes
Page 8	Article II – Grant of License, Term Rent, Use of Stadium Premises; Performance Guarantees; Indemnification and Insurance
Page 17	Article III – Renovation; Approval of Design; Completion of Stadium; Party Contributions; Spending Plan; Meetings and Reports; Winterization
Page 20	Article IV – Representations, Warranties and Covenants
Page 22	Article V – Default and Remedies
Page 24	Article VI – Parking, Parking Management Plan; Traffic Plan; Event Security
Page 25	Article VII – Parties' Respective Reservations of Rights
Page 30	Article VIII – Assignment and Transfer
Page 31	Article IX – Miscellaneous
Page __	Exhibit 1
Page __	Exhibit 2
Page __	Exhibit 3
Page __	Exhibit 4

## FACILITY DEVELOPMENT AND OPERATING AGREEMENT

THIS AGREEMENT (the "**Agreement**") dated as of November \_\_, 2017 entered into by and between the **City of Bridgeport**, Connecticut, a municipal body corporate and politic and a political subdivision of the State of Connecticut (the "**City**" or "**Owner**"), having an address at 45 Lyon Terrace, Bridgeport, CT 06604 and **Harbor Yard Amphitheater, LLC**, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_ ("**HYA**" or "**Operator**").

NOW, THEREFORE, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the parties agree as follows:

### **BACKGROUND**

A. The City is the owner of a stadium located at 500 Main Street, Bridgeport, Connecticut situated on a 7.8176 Ac. parcel of real property and improvements described as "Lot No. 1" on that certain Subdivision Map of Property Located on Broad Street & South Frontage Rd, dated January 14, 2000, rev'd 6-29-00, Scale 1" = 60', prepared by Kasper Group, Inc., Bridgeport, Connecticut, a copy of which is attached hereto and made a part hereof as **Exhibit 1** (the "**Facility**").

B. In early 2017 the City issued a request for proposals concerning future use of the Facility, and selected a proposal submitted by HYA (the "**Proposal**"). Howard Saffan, HYA's principal and owner, is a life-long Connecticut resident, has extensive business interests and experience in Connecticut as the owner of SportsCenter of Connecticut in Shelton, Connecticut, is an active commercial real estate developer, and is the former President of the Webster Bank Arena from 2011 - 2015, and has a relationship with Live Nation Entertainment, Inc. ("**Live Nation**").

C. HYA has entered into a contractual, strategic relationship with Live Nation, a Fortune 300 company and the world's leading concert promoter of live music events and festivals that it promotes, including at the Chevrolet Theater in Wallingford, CT, a relationship that makes the HYA proposal capable of attracting and presenting a high level of top-tier entertainment events at the Facility during the warm weather months. Copies of the HYA organization documents and an outline of the contract between HYA and Live Nation (for purposes of insuring confidentiality and privacy of information) are attached hereto as **Exhibits 2 and 3**, respectively.

D. It is anticipated that the development and promotion of the Facility will provide significant employment opportunities and ancillary benefits to the City and Bridgeport region.

E. HYA has agreed to (i) use good faith efforts to commit approximately 50% of renovation dollars to union shops, and (ii) to use Good Faith Efforts, as defined in the City of Bridgeport's Minority Business Enterprise Ordinance ("**MBE Ordinance**"), to employ qualified minority subcontractors in order to achieve or exceed the mandatory requirements (6% African-American subcontractors in renovation) and goals (15% MBE and 15% WBE in total) contained in the MBE Ordinance. The City's Minority Business Resource Office will monitor and report on the use of Good Faith Efforts in all hiring activities and the results achieved.

F. In light of the foregoing, the City has determined that entering into this Agreement to renovate the existing Facility represents the prospect of significant economic and employment impacts that will benefit the City, its residents, minority businesses and the skilled trades, will have a significant positive spillover effect on local business, commerce and tourism, is in the best interests of the City and the welfare of its residents, and is in accord with valid public purposes.

**ARTICLE I**  
**DEFINITIONS; PARTY REPRESENTATIVES AND**  
**THEIR RESPECTIVE SCOPES OF AUTHORITY;**  
**SUBSTANTIVE CHANGES**

**1.1 Definitions.**

"**Affiliate**" shall mean a person who (a) is directly or indirectly controlled by, or under common control with the Operator; (b) owns directly or indirectly thirty-five percent (35%) or more of the equity interests in the Operator; (c) is a member, general partner, officer, director, non-financial institution trustee or fiduciary of the Operator or (d) is a son, daughter, spouse, parent, sibling or in-law of anyone described in (a) – (c).

"**Approved Form of Communication**" shall mean, as to any communication required or desired to be given in this Agreement, a written notice or other communication delivered to the other party at the physical address given herein for notice and transmitted (a) by hand, (b) by a recognized overnight delivery service, (c) by certified mail delivered through the United States Postal Service, or (d) by facsimile to the facsimile phone number given herein provided, however, that a copy of such facsimile must be delivered promptly to the physical address for delivery set forth herein through one of the other Approved Forms of Communication.

"**Capital Item**" shall mean expenditures for any or all capital installations, alterations, or improvements to the Facility structure or building systems, and purchases of additional or replacement furniture, fixtures or equipment at the Facility that are required for the operation thereof or improvements to the same (but excluding ordinary maintenance and repairs) that extend the depreciable life thereof, the depreciable life of which according to Generally Accepted Accounting Principles is five (5) years or more and costs in excess of Twenty-five thousand Dollars (\$25,000) that is for the benefit of the Facility plant and operation itself and does not inure exclusively to any individual

person or entity, the purchase or acquisition of which HYA shall competitively procure in a manner reasonably satisfactory to the City.

**“Capital Repair & Replacement”** shall mean the furnishing or replacement of a Capital Item or a modification, repair or addition that will extend the depreciable life of a Capital Item (but not ordinary maintenance and repairs) from funds contained in the Capital R&R Account.

**“Capital Repair & Replacement Account”** or **“Capital R&R Account”** shall mean that certain segregated bank account owned and funded by the City during the entire Term of this Agreement to be used for the renovation of the Facility and furnishing or replacement of a Capital Item.

**“Capital Repair & Replacement Contributions”** shall, for the City’s portion, mean funds generated through the Rent or PILOT payments in excess of Two Hundred Fifty Thousand Dollars (\$250,000) per year as necessary to invest One Million Dollars (\$1,000,000) into the Capital R&R Account.

**“City Events”** means non-commercial events conducted, sponsored or co-sponsored by the City pursuant to this Agreement.

**“City Parking Lot”** shall mean that certain City-owned surface lot or lots comprising approximately 3-Ac. in size located on Broad Street directly across the street from the Facility.

**“City Representative—Administration”** shall mean the Director of the Office of Planning and Economic Development or his Deputy.

**“City Representative—Facility”** shall mean the Director of the Department of Public Facilities or his Deputy.

**“Completion Date”** shall mean the approximately 18-month period to be agreed to by the parties to achieve substantial completion of the Facility, measured from the date that the first building permit is issued.

**“Renovation Budget”** shall mean the sum of approximately Fifteen Million Dollars (\$15,000,000) HYA and the City each contributing up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) in capital, except that HYA shall be solely responsible for any renovations costs in excess of Fifteen Million Dollars (\$15,000,000).

**“Emergency Capital Repair”** shall mean any condition or situation that threatens (or if not promptly acted upon will threaten) the health, safety or welfare of users of the Facility or its structure or systems and the immediacy of which threat to health, safety or welfare does not, in the Operator’s reasonable judgment, permit sufficient time for the Operator to inform the City of such condition or situation prior to making an emergency expenditure from the Capital R&R Account.

**“Environmental Condition”** shall mean any current or future condition that results in, or could result in, a violation of Environmental Laws or the release, threatened release, or presence of Hazardous Materials at, upon, under, generated by, emanating or having emanated from, or emitting or having been emitted from the Facility site in violation of the Environmental Laws.

**“Environmental Laws”** shall mean any and all current or future federal, state, local or municipal written and published laws, rules, orders, regulations, statutes, ordinances, codes or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common laws) concerning air, water, solid waste, Hazardous Materials, community right-to-know, radioactive material, resource protection, inland wetlands and watercourses, and other environmental and local government concerns.

**“Event”** shall mean all entertainment, cultural, civic, sporting, community, religious and other activities, events, performances, exhibitions and shows, whether or not revenue is generated therefrom, that are consistent with the Permitted Uses and provided that the legal capacity of the Facility does not exceed its permitted legal occupancy without the prior approval of the City or any agency having jurisdiction.

**“Event Parking”** shall mean the City’s obligation to provide reasonable public parking facilities, including on-street parking spaces, metered parking spaces, surface parking lots, structured parking garages, parking spaces in privately or publicly owned parking garages or parking accommodations in other areas within (1/2) mile radius of the Facility to satisfy the legal requirements of the Facility.

**“Event-Related Expenses”** means those direct incurred costs and expenses (without any overhead or other mark-up) that will be incurred by Operator in connection with, and directly attributable to, each Event in the Facility and the utilities for the operation of the Facility while under HYA’s care, custody and control that (i) will be reimbursed by the user or promoter, if any, out of its ticket sales for such Event, or (ii) will otherwise be paid by the user or promoter in addition to any other charges for the use of the Facility for such Event. Event-Related Expenses include, but are not limited to, expenses for personnel (including ticket takers, ushers, internal and external security, maintenance and cleanup personnel, emergency medical technicians, concierge, restroom assistants, stagehands, box office personnel and other maintenance personnel, utilities and insurance) necessary for the conduct of the Event. The Operator shall charge only Event-Related Expenses to the City for a City Event. In no event shall the Operator charge rent or any other similar fees for a City Event.

**“Facility Condition Report”** shall mean a study prepared by an appropriate consultant, selected by the City in its sole discretion, familiar with facilities similar to the Facility to determine the long-term capital needs for the Facility so that the parties can take appropriate action and prioritize the use of and amounts necessary to be available in the Capital Repair & Reserve Account, which report shall be conducted prior to the sixth (6<sup>th</sup>) year of this Agreement and the cost of which shall be paid from the Capital Reserve & Replacement Account.



**“Facility Maintenance Program”** shall mean a software program for ordinary maintenance and repair activities developed by the Operator and Approved by the City that will ensure regular attention to cleaning, inspecting, parts replacement, lubricating and other activities involving the physical plant, all building systems, and the FF&E constituting the Facility from time to time. The cost and expense of the Facility Maintenance Program shall be borne solely by HYA.

**“Furniture, Fixtures & Equipment”** or **“FF&E”** shall mean the furniture, fixtures and equipment to be identified on **Exhibit 4** to be purchased by the Operator on the City’s behalf as part of the Renovation Budget, including the useful life of each, that the City will own as part of the Facility immediately upon installation. All baseball-related infrastructure and equipment at the Facility shall continue to be owned by the City, and the City has the right to use or re-use such baseball-related infrastructure and equipment at other stadiums or fields or to dispose of any items of such infrastructure and equipment in its sole discretion.

**“Hazardous Materials”** shall mean any petroleum, petroleum products, fuel oil, waste oil, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, pollutants, toxic pollutants, herbicides, fungicides, rodenticides, insecticides, contaminant, or pesticides and including, but not limited to, any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

**“HYA Representative”** shall mean HYA’s designee in writing.

**“Live Nation”** shall mean the concert promoter for the Facility pursuant to a separate contract between Live Nation and HYA, an outline of which shall be provided to the City prior to the execution of this Agreement.

**“Park City Communities Parking Lot”** shall mean the approximately 3.3-Ac. surface lot located on Broad Street across from the Facility owned by Park City Communities (formerly the Housing Authority of the City of Bridgeport).

**“Parking Lot(s)”** shall mean, singly, either the City Parking Lot or the Park City Communities Parking Lot and, when used as a plural term, both the City Parking Lot and the Park City Communities Parking Lot.

**“Permitted Uses”** shall mean the use of the Facility in accordance with all applicable laws and consistent with this Agreement, containing approximately five thousand five hundred (5,500) permanent seats or as many attendees as may be permitted by law, but in no event in excess of the capacity permitted by the terms of the existing Operating Agreement between the City and the operator of the Webster Bank Arena (until such Operating Agreement terminates, is modified or determined to be nonapplicable) or as may be otherwise limited by this Agreement (whichever is least), including twenty (20) luxury suites, three (3) VIP clubs/lounges, an outdoor barbeque

terrace, and such other features and amenities as the parties may agree to and the City may Approve at the inception of this Agreement and from time to time thereafter during the Term. Notwithstanding anything herein to the contrary, Permitted Uses does not include, and expressly excludes, any use that any arbitration panel or court of competent jurisdiction determines conflicts with the existing Webster Bank Arena Operating Agreement or that the City reasonably determines would be inconsistent with community standards, the City's reputation, or which would pose an unreasonable risk of public objection, violence, or threat to the health, safety and/or welfare of the public.

**"Premium Seating"** shall mean the skybox seats, suites and suite seats, and, to the extent that a patron has paid, via a subscription for premium services in addition to his or her seat, for specialized catering, service and maintenance support, club or other premium seats in areas at the Facility designated by the Operator and the City, Premium Seating shall not include any of the general seating. The number of Premium Seating seats shall not exceed nine hundred (900). If a club seat is not sold by subscription, such shall not be deemed a Premium Seating seat.

**"Rent"** shall mean the PILOT paid under this Agreement.

**"Schedule"** shall mean the renovation schedule applicable to the renovation of the Facility and the renovation of the Facility attached or to be attached hereto and made a part hereof as **Exhibit 5**.

**"Schedule of Values"** shall mean the percentage of completion of the Facility renovation certified by the project architect that will determine the timing of the City's payment of capital contributions toward renovation of the Facility as more particularly described herein that will be determined when the Renovation Budget is approved.

**"Substantial Completion"** shall mean the date that the Facility renovation is sufficiently complete to allow legal occupancy thereof, evidenced by the issuance of a certificate of occupancy.

**"Year"** shall mean a calendar year beginning on January 1 and ending on the following December 31 during the Term of this Agreement, including any period shorter than a year occurring during the initial Year of the Term following the Substantial Completion of the Facility.

## **1.2 Party Representatives.**

- (a) City Representative(s). The City Representatives shall serve by virtue of the offices they hold. The City Representative-Administration shall be the Director of Office of Planning and Economic Development, with respect to the day-to-day administration, coordination, accounting, compliance, reporting and planning under this Agreement. The City Representative-Facility shall be the Director of Public Facilities, (or his Deputy in

his absence) with respect to the condition, maintenance and repair of the physical plant and equipment that are part of the Facility.

- (b) HYA Representative. Mr. Howard Saffan shall be the HYA Representative.
- (c) Any change to a City Representative or to the HYA Representative shall be made in writing with an Approved Form of Communication defined herein.

### **1.3 Substantive Changes.**

(a) Substantive changes to this Agreement may only be made in writing with the approval of the Bridgeport City Council. Changes to this Agreement, whether made orally or in writing, that have not been approved by the City Council authorizing an amendment to this Agreement, shall be null and void and unenforceable as against the City.

(b) HYA may not request, and the City is not obligated to ensure or assure affirmative or desired action, from any duly-constituted department, agency, commission, or representative of the City of Bridgeport government or of the State of Connecticut acting in the exercise of its, her or his statutory, regulatory or enforcement capacity, such as, for example, the Zoning Department, the Tax Assessor, the Fire Marshal, the Building Official, and the like.

## **ARTICLE II GRANT OF LICENSE, TERM, RENT, USE OF STADIUM PREMISES; PERFORMANCE GUARANTEES, INDEMNIFICATION AND INSURANCE**

### **2.1 Grant of Use and License; Engagement of Operator; Authority of Operator.**

(a) Provided that HYA is not in material default (beyond applicable notice and cure periods) of its obligations under this Agreement, the City hereby directly and independently grants to HYA the license and right to occupy and use the Facility commencing thirty (30) days following the execution of this Agreement, including HYA's obligation to take steps to winterize the Facility, install a security fence, and employ other measures to protect the Facility, subject to the terms, conditions, covenants and provisions of this Agreement, during the Term for the Permitted Uses in accordance with and subject to the terms and conditions hereinafter set forth (the "**License**"). The License granted herein shall be the exclusive grant of use of the Facility directly by the City for the presentation of events that constitute the Permitted Uses.

(b) Engagement of Operator.

The City hereby appoints the Operator as the sole and exclusive manager and operator of the Facility during the Term hereof and authorizes the Operator to exercise such powers as may be necessary and appropriate for the management of the Facility consistent with the terms and conditions set forth herein. The Operator hereby accepts the appointment upon the terms and conditions set forth in this Agreement. The Operator shall have the right to delegate duties and responsibilities hereunder to an amphitheater management firm and/or to subcontractors or agents with the written approval of the City, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, no approval shall be required for the Operator's delegation of such duties to Affiliates of the Operator, and nothing herein shall restrict or limit the Operator's other rights of assignment under this Agreement except for those that require City approval.

(d) Authority of Operator.

The Operator shall have the exclusive right and authority to exercise all rights, powers and duties conferred or imposed on the Operator pursuant to the terms of this Agreement. The powers of the Operator with respect to the Facility shall be subject only to the limitations expressly set forth in this Agreement, and shall include, but not be limited to, the right to enter into contracts for, or otherwise provide for: the licensing of Premium Seating; the sale or license of advertising; the granting of naming rights (subject to City written approval, which approval shall not be unreasonably withheld); the operation of concessions; the licensing of the Facility for events, including licensing at below-market or subsidized rental rates to charitable, educational or civic groups, in the reasonable discretion of the Operator; the promotion or co-promotion of Events; the repair, maintenance and improvement of the Facility; the provision of security and ushering services; the distribution or sale of tickets; the printing of programs and other printed materials; the purchase of insurance; the operation of the Parking Lots (owned by or available to the City) as Parking Lot Operator, and any and all other activities related, in the reasonable judgment of the Operator, to the operation, maintenance and improvement of the Facility. Throughout the Term the Operator, and only the Operator, shall have the sole and exclusive authority to negotiate and enter into agreements and arrangements relating to the use, occupancy or operation of the Facility.

**2.2 City Representative Responsibilities and Authority.**

The City Representative--Administration is the City's principal authorized representative who shall act as liaison and contact person between the City, the City Representative--Facility, and HYA in administering and implementing the terms of this Agreement. The City Representative--Administration, shall respond to HYA's requests for review, approval (as to matters requiring approval) within fifteen (15) business days after submittal unless a response to such request is in response to an needed Emergency Repair, in which case the response shall be as soon as possible, or if it requires a longer period of consideration the City will be afforded up to thirty (30) days unless the request involves the need for approval from the Bridgeport City Council. All administrative and ministerial consents or approvals required of the City (unless such approval must be granted by the

Bridgeport City Council) shall be given by the City Representative--Administration on behalf of City.

### **2.3 Operator Representative Responsibilities and Authority.**

The Operator Representative shall have the sole authority to act for the Operator in all matters concerning this Agreement, including requesting and responding to requests for consents and waivers, giving and receiving notices, and amending or otherwise making decisions hereunder on the Operator's behalf. The Operator shall have the right to designate a substitute authorized representative, who shall also be a senior elected officer of the Operator, by providing written notice thereof to the City. The Operator Representative, or such authorized designee, shall respond to requests for review, consents or waivers within ten (10) business days after submission. The City may rely upon and shall be fully protected in relying upon the authority of the Operator Representative or any such proper designee to act for and bind the Operator in any such matter.

### **2.4 Permitted Uses.**

Provided that HYA is not in default of its obligations under this Agreement during the Term, HYA shall be permitted to use the Facility Premises for the Permitted Uses set forth herein.

### **2.5 Term of License; Renewals.**

(a) This Agreement shall be effective as a binding contract as of the date that a fully-executed original of this Agreement, consistent with the City Council approval of this matter, is delivered by HYA (the "Effective Date"). HYA's right and obligation to operate the Facility, (the "**Term**") shall commence upon the issuance of a Certificate of Occupancy for the Facility and shall terminate December 31 of the twentieth (20th) year thereafter, unless extended by mutual option as provided for herein. During the Term HYA shall have sole and exclusive care, custody and control of the Facility, except as otherwise provided herein.

(b) The Term may be renewed for an additional ten (10) year period ("**First Renewal Term**"), provided that HYA is not in Default beyond any applicable grace or cure period provided hereunder or has not, at the time that HYA requests such renewal, committed an act, which with the giving of notice or the passage of time would constitute a Default hereunder. HYA may request renewal by notice no earlier than 365 days prior to the expiration or the Term and no later than 180 days prior to the expiration of the Term and, provided that HYA has observed and performed the material terms and conditions of this Agreement at the time of giving notice, the City shall grant such request. In the first five (5) years of the First Renewal Term, such PILOT payment shall increase to Four Dollars (\$4.00) per Manifested Concert Ticket Sold. In the second five (5) years of the First Renewal Term, such PILOT payment shall increase to Four Dollars and Twenty-five Cents (\$4.25) per Manifested Concert Ticket Sold.

(c) The Term may be renewed for a second additional ten (10) year period following the expiration of the First Renewal Term ("**Second Renewal Term**"), provided that HYA is not in Default beyond any applicable grace or cure period provided hereunder or has not, at the time that HYA requests such renewal, committed an act, which with the giving of notice or the passage of time would constitute a Default hereunder. HYA may request renewal by notice no earlier than 365 days prior to the expiration or the First Renewal Term and no later than 180 days prior to the expiration of the First Renewal Term and, provided that HYA has observed and performed the material terms and conditions of this Agreement at the time of giving notice, the City shall grant such request. In the first five (5) years of the Second Renewal Term, such PILOT payment shall increase to Four Dollars and Fifty Cents (\$4.50) per Manifested Concert Ticket Sold. In the second five (5) years of the Second Renewal Term, such PILOT payment shall increase to Four Dollars and Seventy-five Cents (\$4.75) per Manifested Concert Ticket Sold.

## **2.6 Rent or PILOT; Increases; Excess to Capital R&R Account; Process; WPCA; Admissions Tax.**

(a) The rent or other compensation payable to the City ("**PILOT**"), shall be determined and be payable on the basis of the Operator's payment of Three Dollars (\$3.00) per Manifested Concert Ticket Sold for the first five (5) years of the Term. In the second five (5) years of the Term, such PILOT payment shall increase to Three Dollars and Twenty-Five Cents (\$3.25) per Manifested Concert Ticket Sold. In the third five (5) years of the Term, such PILOT payment shall increase to Three Dollars and Fifty Cents (\$3.50) per Manifested Concert Ticket Sold. In the fourth five (5) years of the Term, such PILOT payment shall increase to Three Dollars and Seventy-Five Cents (\$3.75) per Manifested Concert Ticket Sold. "**Manifested Concert Ticket Sold**" shall mean tickets sold for concert Events but shall not include (a) a reasonable number of complementary tickets that the performer approves for distribution at the performer's Event, if any, nor (b) Premium Seating. The Operator guarantees a minimum PILOT payment of One Hundred Fifty Thousand (\$150,000) Dollars per Year during the Term. The PILOT is not in lieu of Bridgeport Water Pollution Control Authority ("**WPCA**") user fees or assessments, which shall be the sole cost and expense of HYA. The City's five percent (5%) admissions tax, so long as such shall be enabled by ordinance and not otherwise exempted, shall also be due and owing in addition to the PILOT payments.

(b) All PILOT payments in excess of Two Hundred Fifty Thousand (\$250,000) Dollars during each Year shall be deposited into the Capital Reserve & Replacement Account only until the City has contributed a total of One Million Dollars (\$1,000,000) into the Capital Repair & Replacement Account. Thereafter, all PILOT amounts collected in excess of One Million Dollars (\$1,000,000) shall be paid into the City general fund. Annually the City shall replenish the Capital Reserve & Replacement Account up to its cap of One Million Dollars (\$1,000,000) or such greater amount as they mutually determine appropriate based upon the Facility Condition Report.

(c) PILOT amounts shall be paid monthly for concerts performed in the prior month.

(d) On December 15 of each Year during the Term, the Operator shall prepare and present to the City a report as to the physical condition of the Facility and whether any, and if so what, Capital Repairs are anticipated in the current or upcoming Year. The Operator and the City shall mutually decide what expenditures should be authorized to be made from the Capital Repair & Reserve Account.

The Operator may make Emergency Repairs to the Facility without the City's authorization so long as the Operator provides sufficient information promptly thereafter reasonably acceptable to the City; and provided, further, however, that with respect to Emergency Repairs in excess of Twenty Five Thousand Dollars (\$25,000), the City shall immediately upon receipt of such sufficient information, authorize the reimbursement from the Capital R&R Account of the amount so expended. In the event the Capital Repair & Reserve Account balance is insufficient to pay for such Emergency Repair, the City shall reimburse the Operator within thirty (30) days of notice and invoice from the Operator.

(e) For the avoidance of doubt (i) all maintenance less than Twenty Five Thousand Dollars (\$25,000), as well as (ii) Capital Repairs and Replacements costing Twenty Five Thousand Dollars (\$25,000) or less shall be the sole and exclusive responsibility of the Operator. For maintenance in excess of Twenty Five Thousand Dollars (\$25,000), the Operator shall contribute Twenty Five Thousand Dollars (\$25,000) towards the cost of such. Capital Repairs and Replacements and, subject to Operator's obligation to contribute the first Twenty Five Thousand Dollars (\$25,000), maintenance items costing in excess of Twenty Five Thousand Dollars (\$25,000) shall be the responsibility of the City.

## **2.7 Indemnification of City.**

The Operator shall defend, indemnify and hold harmless the City and its elected officials, agents, officers and employees (collectively, "**City Indemnitees**") from and against any and all demands, losses, judgments, damages, suits, claims, actions, and liabilities, in law or in equity, of every kind and nature whatsoever (collectively,

"**Claims**") and the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees (collectively, "**Expenses**") which any City Indemnitees may suffer or sustain or which may be asserted or instituted against any of the City Indemnitees in connection with the Facility or this Agreement and resulting from, arising out of or in connection with (i) injury to or death of any individual person or damage to or destruction of property related to the Facility (or any portion thereof) due to any negligence of the Operator, its officers, directors and employees from and after the Effective Date, (ii) the existence of any Environmental Condition relating to the Facility or violation or alleged violation of any Environmental Laws to the extent that the Operator, or its employees, agents, representatives, users, licensees, contractors or subcontractors, has been finally determined, by a court of competent jurisdiction, to have caused such Environmental Condition or violation by its negligent acts or omissions or by its willful misconduct; (iii) the breach by the Operator of any warranty, representation or covenant made in this Agreement beyond any applicable cure period, (iv) any violation of any copyright, patent, service mark, trade name or trademark by the Operator, or (v) any claim, action or proceeding made or brought by the Operator, but excluding any claim, action or proceeding against the City.

## **2.8 Indemnification of Operator.**

The City shall defend, indemnify and hold harmless the Operator and its parent and subsidiaries and their respective directors, officers, employees and agents (collectively, "**Operator Indemnitees**") from and against any and all Claims and Expenses that any Operator Indemnitees may suffer or sustain or that may be asserted or instituted against any of the Operator Indemnitees in connection with the Facility or this Agreement and resulting from, arising out of or in connection with (i) City Events; (ii) injury to or death of any individual person or damage to or destruction of property related to the Facility (or any portion thereof) prior to the Effective Date, (iii) the existence of any Environmental Condition relating to the Facility or violation or alleged violation of any Environmental Laws, except to the extent that the Operator has been finally determined, through a court of competent jurisdiction, to have caused such Environmental Condition or violation by its negligent acts or omissions or its willful misconduct; (iv) the breach by the City of any warranty, representation or covenant made in this Agreement beyond any applicable cure period; (v) any violation of any copyright, patent, service mark, trade name or trademark by the City, or (vi) any claim, action or proceeding made or brought by the City, but excluding any claim, action or proceeding against the Operator. This Indemnification of Operator expressly excludes all claims, actions or proceedings against the Operator or Operator Indemnities arising out of, or related to, the contractual dispute between the Operator of the Webster Bank Arena and the City, including but not limited to that certain pending lawsuit in Bridgeport Superior Court (Docket No. FBT-CV-6058441-S) and certain legal notice and demand correspondence from the Webster Bank Arena management to the City dated October 16, 2017.



## 2.9 Claims.

A party seeking indemnification hereunder (the "**Indemnified Party**") shall, upon obtaining knowledge of facts giving rise to a Claim hereunder, give prompt notice of the Claim to the other party (the "**Indemnifying Party**"). The Indemnifying Party shall, at its expense, defend by all appropriate legal proceedings (and reasonably contest, at its election) any Claim with respect to which it is called upon to provide indemnification hereunder, by attorneys for the Indemnifying Party's insurance carrier (if the Claim is covered by insurance) or by attorneys selected by the Indemnifying Party who are reasonably acceptable to the Indemnified Party. The Indemnified Party may engage its own legal counsel, at its sole expense, and the Indemnifying Party and such counsel shall have the right to be present at all such proceedings and consult with, and shall at all times cooperate with, the Indemnifying Party and its counsel; provided, however, that the Indemnifying Party shall at all times have the full authority to determine all action to be taken with respect to the Claim, including any settlement thereof.

## 2.10 Survival.

The provisions of this indemnification provision shall survive the termination or expiration of this Agreement.

## 2.11 Operator Insurance.

(a) **Casualty.** Starting on the date of the Term of this Agreement, the Operator shall obtain and maintain (at its cost) insurance against loss or damage to the Facility resulting from fire, earthquake, windstorm, hail, lightning, vandalism, malicious mischief, flood and such other perils ordinarily included in special all-risk extended coverage insurance policies. Such insurance shall be maintained in an amount not less than the then full replacement cost of the Facility and the FF&E contained therein. Full replacement cost shall be determined at reasonable intervals by the City's or the Operator's insurer, as the case may be, or appraiser mutually acceptable to the Operator and the City.

(b) **Business Interruption.** Starting on the commencement of the Term of this agreement, the Operator shall obtain, maintain and fund use and occupancy or business interruption or lost income insurance against the perils of fire, earthquake, windstorm, hail, lightning, vandalism, malicious mischief, flood and such other perils ordinarily included in "special all-risk extended coverage" insurance policies, in an amount equal to not less than estimated gross Facility operating revenues less non-continuing expenses (assuming for the purposes of such estimate that no business interruption occurred), for the period of time estimated to repair or rebuild the Facility after substantial damage to the Facility.

(c) **Liability.** Starting on the date of this Agreement, the Operator shall obtain and maintain commercial general liability insurance with a broad form general liability endorsement which shall provide coverage against claims for personal injury, death and property damage resulting directly or indirectly from any act or activities (in connection

with the Facility) of the City, the Operator, any of their respective invitees, officers, partners, shareholders of partners, officers, employees, agents, independent contractors or any other person acting for the City or the Operator or under their respective control or direction (including liabilities for injuries or damages alleged to have resulted from the Operator's sale and/or preparation or dispensing of food or alcoholic beverages). Such insurance shall be maintained in full force and effect during the term of this Agreement in an amount of at least Seven Million Dollars (\$7,000,000) combined single limit, naming the City, and its elected and appointed officials and officers, the Operator, and their respective invitees, licensees, employees, agents, independent contractors or any other person acting for the City or the Operator or under their respective control or direction, as additional insured parties **by policy endorsement**. This insurance shall not limit in any way the extent to which the Operator may be held responsible for the payment of damages to persons or property resulting from the Operator's activities, the activities of its invitees, employees, licensees, agents or independent contractors, or the activities of any other person or persons for whom the Operator otherwise is legally responsible.

(d) **Workers Compensation.** Starting on the date of this Agreement, the Operator shall obtain and maintain Workers' Compensation insurance complying with the statutory requirements of the State of Connecticut to insure all persons employed by the Operator in connection with the Facility. The Operator shall also purchase and maintain employer's liability coverage for no less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy aggregate.

(e) **Other Operator Insurance Coverage.** Starting on the date of this Agreement, the Operator shall obtain and maintain such other insurance coverages and in such amounts as from time to time may be reasonably requested by the City or may be reasonably desired by the Operator, in each case as necessary to insure against such other insurable hazards as are customarily insured against in the case of similar entertainment facilities. To the extent not covered under a City insurance policy, this shall include a Builder's Risk or Installation Floater or policy during the renovation period of the Facility for standard "all risk" builder's risk or installation floater insurance written on a completed value basis and including comprehensive liability insurance, in an amount not less than the projected total cost of renovation of the Stadium and reasonably estimated by the Operator not more than sixty (60) days prior to commencement of renovation and as thereafter revised from time to time by the Operator during the course of such renovation, as well as such other insurance appropriate to cover risks to persons and property from the commencement date throughout the duration of the renovation phase of the project. Funding for the insurance to cover renovation risks may be paid from the Renovation Budget.

## **2.12 City Insurance.**

(a) Prior to scheduling a City Event, City shall obtain (or, at the City's request upon reasonable advance notice to the Operator, Operator shall purchase for the City as a City Event-Related Expense) comprehensive general liability insurance that shall provide coverages against claims for personal injury, bodily injury, death and property damages arising from the conduct of the City Event at the Facility or the negligence or misconduct

of City, its employees, agents, independent contractors, co-promoters or any other person acting on behalf of City. The policy shall have minimum limits of liability of \$2,000,000 combined single limit each occurrence, \$4,000,000 aggregate. In the alternative and at its sole discretion, the City may provide self-insurance coverage evidenced by the City's standard form letter from the City Attorney explaining the City's standing as a self-insured governmental entity.

### **2.13 Insurance.**

Each party acknowledges that it shall look first to the proceeds of any insurance policies maintained by such party pursuant to this Agreement for recovery in respect of the obligations of the Indemnifying Party under this Agreement and, if such proceeds are insufficient, then to the Indemnifying Party.

### **2.14 General Provisions.**

(a) All required insurance shall be primary coverage and shall be for the benefit of the Operator and the City.

(b) All required insurance shall be reviewed periodically by the Operator and the City, and in any event at least every three (3) years, for the purpose of determining whether to add additional insurance coverage, increase or decrease the minimum limits and deductibles of such insurance to amounts that may be reasonable and customary for facilities of like size and operation.

(c) All required insurance shall be obtained from financially sound insurance companies, having financial ratings reasonably acceptable to the parties and authorized to do business in the State of Connecticut.

(d) All required insurance shall provide that the waiver of recovery (subrogation) described below shall not invalidate or have any adverse effect on the liability of the insurer.

### **2.15 Waiver of Recovery.**

Neither the Operator nor the City shall be liable to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to property or injury to persons, or any resulting loss of income, or losses under Workers' Compensation laws and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees

### **2.16 Failure to Maintain Insurance.**

If the Operator fails or refuses to procure or maintain the insurance required by this Article, after notice to the Operator, the City shall have the right, at its election, to procure and maintain such insurance, in which event, any reasonable premium paid by

the City, plus interest at the Prime Rate computed from the date such premium is paid by the City, shall be due and payable by the Operator as an Facility operating expense to the City on the first day of the month following the date on which such premium was paid.

#### **2.17 Proceeds Disposition.**

All insurance proceeds with respect to loss or damage to the Facility or to the Facility, as the case may be, shall be payable, under the provisions of the policy of insurance, into the Capital Repair & Replacement Account and shall be disbursed to the fullest extent necessary to make necessary repairs to, or restorations of, the Facility. All insurance proceeds from any other insurance policies maintained hereunder, e.g., in the nature of business interruption insurance and other insurance for the sole benefit of the Operator, shall be payable to the Operator.

### **ARTICLE III**

#### **RENOVATION; APPROVAL OF DESIGN; COMPLETION OF FACILITY; PARTY CONTRIBUTIONS; SPENDING PLAN; MEETINGS AND REPORTS; WINTERIZATION**

3.1 The parties hereto acknowledge that the City and HYA have agreed to renovate the Facility in order to make the Facility a top-of-the-line concert and event venue. Within thirty (30) days after execution of this Agreement HYA shall commence preparation of design drawings in accordance with the Schedule. All drawings are subject to approval by the City in its sole discretion. Final design drawings shall be submitted to the City within one hundred eighty (180) days of the execution of this Agreement, unless such time shall be extended by the City. Following the City's approval of the final design drawings, and upon issuance by the City of notice to proceed, HYA agrees to proceed diligently and in good faith with renovation of the Facility and shall complete the same by no later than the Completion Date set forth in the Schedule, which the parties anticipate will require a period of eighteen (18) months following the issuance of the first building permit. If the City is compelled or ordered not to issue a notice to proceed within thirty six (36) months due to litigation concerning the Webster Bank Arena to which the City is a party in which the Arena operator alleges that this Agreement is precluded by the existing Arena contract with the City, more specifically including but not limited to that certain pending lawsuit in Bridgeport Superior Court (Docket No. FBT-CV-16-6058441-S), this Agreement shall terminate.

3.2 The parties have agreed to make capital investments in the renovation of the Facility into the Facility on a shared 50/50 basis up to a maximum of Fifteen Million Dollars (\$15,000,000), with HYA solely responsible for any excess costs and expenses. The City will contribute up to Seven Million Five Hundred Thousand Dollars (\$7,500,000) toward its completion and HYA will contribute matching funds up to Seven Million Five Hundred Thousand Dollars (\$7,500,000), for an anticipated budget of Fifteen Million Dollars (\$15,000,000), as well as any additional funds required, ("**Renovation Budget**"). The City shall segregate the amount of its maximum contribution in a separate bank subaccount designated as the Facility renovation account ("**Renovation Account**") for the Facility project and shall make its contributions in the following amounts and order pursuant to the

renovation budget that HYA prepares for the Facility project ("Renovation Budget") to be attached hereto as **Exhibit 6** in accordance with a schedule of values ("Schedule of Values") to be attached hereto as **Exhibit 7**;

- With respect to any renovation costs incurred to renovate the Facility up to \$10,000,000 ("First Tier Renovation Costs"), the City's contribution to the Renovation Account shall equal \$5,000,000, payable on or before the thirtieth (30<sup>th</sup>) day following the commencement of the Term of this Agreement and the Operator shall be responsible for the balance of the First Tier Renovation Costs. In the event the total costs are less than \$10,000,000 then the City shall be reimbursed by HYA in such amount as necessary to equally allocate costs on a 50 / 50 cost shared basis between the parties.
- On the date that invoices for renovation costs are anticipated to exceed \$10,000,000 but have not yet exceeded \$12,000,000 (the "Second Tier Renovation Costs"), as evidenced by documentation provided by the Operator to the City, and assuming the Operator is then in substantial compliance with this Agreement, the City shall contribute an additional \$1,000,000 or one-half (1/2) of the anticipated Second Tier Renovation Costs), whichever is less, into the Renovation Account. The City shall join the Operator in authorizing disbursements from the Renovation Account to pay invoices within the Second Tier Renovation Costs as long as such Second Tier Renovation Costs are borne equally by the City and the Operator.
- On the date that invoices for renovation costs are anticipated to exceed \$12,000,000 (the "Third Tier Renovation Costs"), as evidenced by documentation provided by the Operator to the City, and assuming the Operator is then in substantial compliance with this Agreement, the City shall contribute up to an additional \$1,500,000, or one-half (1/2) of the anticipated Third Tier Renovation Costs, whichever is less, into the Renovation Account. The City shall join the Operator in authorizing disbursements from the Renovation Account to pay invoices within the Third Tier Renovation Costs as long as such Third Tier Renovation Costs are borne equally by the City and the Operator.
- Disbursements shall be made from the Renovation Account to the Operator to fund the City's share of the First Tier Renovation Costs as and when renovation is certified as being 10% complete by the Operator's architect, and at such time as every certification is made of an additional 10% completion thereafter by the Operator's architect as set forth in the Schedule of Values.

Upon Substantial Completion of the Facility renovations, the parties shall true-up the renovation costs so that the City pays no more than \$7,500,000 or one-half (1/2) of the cost of renovation up to \$15,000,000, whichever is less.

Professional design and engineering fees shall be payable from the Renovation Account as shared costs. All renovation costs for the Facility that exceed \$15,000,000 shall be the sole financial obligation of the Operator and be paid solely by it. If the City is compelled, ordered or fails to issue a notice to proceed within thirty six (36) months due to litigation concerning the Webster Bank Arena to which the City is a party in which the Arena operator alleges that this Agreement is precluded by the existing Arena contract with the City, more specifically including but not limited to that certain pending lawsuit in Bridgeport Superior Court (Docket No. FBT-CV-16-6058441-S), of the date of execution of this Agreement, the City is not obligated to reimburse the Operator any costs or expenses of the Operator, including but not limited to professional design and engineering fees.

3.3 The City is engaging the Operator to act as a City representative with respect to the renovation of the Facility ("**Owner's Representative**") and the project fiduciary as to the expenditure of the parties' capital contributions to the renovation ("**Project Fiduciary**"). The renovation of the Facility and furnishing it with the FF&E (the "**Work**") will be conducted using "open book" accounting techniques available for City inspection in the City of Bridgeport. The Owner's Representative/Project Fiduciary shall ensure that all contractors are timely paid and that no liens are placed against the Facility and, if such liens arise, the Operator shall be obligated to pay or bond off those liens promptly.

3.4 The Operator will engage the designer and the engineer to develop the design of the Facility. At every stage of the design, the City shall have the right to approve the design. The City will approve the final design (expected to be in excess of 70% complete) and the Renovation Budget and the Operator will proceed to complete the design and issued-for-renovation drawings on which renovation bidding will be based. The City will be responsible for all building permit fees or will arrange to have them waived for this City project. The design will incorporate a tensile fabric roof that will cover the existing grandstand, skyboxes, press box and offices in order to prevent the long-standing problem of water intrusion into the building while three walls of the Facility will remain open. The design must also take into account concerns for soundproofing although the design of the tensile roof and the grandstand's orientation away from residential areas is expected to lessen any sound emanating from the Facility.

3.5 The City may in its sole and absolute discretion assist the project by providing millings for the Facility project and the Parking Lots and maintaining any fencing around the Parking Lots.

3.6 The Operator shall provide and the Owner's Representative--Administration shall ensure that all contract awards for the Work, other than FF&E, shall have 100% performance and payment bonds in place prior to the work of any such contract being commenced.

3.7 The Owner's Representative--Administration shall ensure that the City receives monthly progress reports concerning the renovation of the Facility in sufficient detail that is reasonably satisfactory to the City and shall further ensure that the City Representative—Facility is included in all project meetings and that the City Representative—Administration is included in all meetings with State and local regulatory officials and bodies.

3.8 The Operator/Project Fiduciary is responsible to deliver the completed Facility on time and within the Renovation Budget and failure to do so will be the sole risk and responsibility of the Operator for delays and cost-overruns.

3.9 Except as authorized in writing by the City, events will be produced only during the months of April through October annually (the "Season"). Commencing upon the execution of this Agreement, -the Operator shall annually winterize the Facility in order to protect it areas from winter weather during the offseason and to winterize any areas of the Facility that require protection. The only portion of the Facility that will remain operational during the offseason will be the structure(s) attached to the main stage that will house the offices of the Operator (and Live Nation if granted permission by the Operator).

#### **ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS**

##### **4.1 Operator's Representations, Warranties and Covenants; Obligations.**

(a) Organization.

The Operator is a limited liability company duly organized and validly existing under the laws of the State of Connecticut and has all requisite power and authority to enter into this Agreement.

(b) Authorization; No Violation.

The execution, delivery and performance by HYA of this Agreement has been duly authorized by all necessary corporate action and will not violate its charter, bylaws or any written rule, regulation or policy in effect, or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which HYA is a party or by which HYA or its material assets may be bound or affected. This Agreement has been duly executed and delivered by HYA and this Agreement and the documents referred to herein constitute valid and binding obligations of HYA.

(c) Litigation.

No suit is pending against or affects HYA that could have a material adverse effect upon HYA's performance under this Agreement or upon its financial condition or business. There are no outstanding judgments against HYA that would have a material adverse effect upon its assets, properties or franchises.

(d) No Conflicts.

This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which HYA is a party or is otherwise subject.

(e) No Violation of Laws.

HYA is not in violation of any applicable statutes, rules and regulations of the United States of America, the State of Connecticut, or of any other state or municipality or agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, and HYA is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority that is in any respect material to the transactions contemplated hereby.

(f) Local Taxes.

HYA is not delinquent in any taxes owed to the City of Bridgeport.

(g) Deliverable Obligations

Each year during the Term of this Agreement commencing the calendar year 2019 and during any option terms exercised by mutual written agreement of the parties, HYA shall deliver not less than twenty (20) concert Events and use its best efforts to produce fifty (50) other Events. In the event HYA shall deliver less than twenty (20) concert Events, HYA shall pay the City \$15,000 per each concert less than the annual minimum (20) number of concerts, which payment shall be due and payable on December 31 of each year.

**4.2 City's Representations Warranties and Covenants.**

(a) Organization.

The City is a municipal body corporate and politic and a political subdivision of the State of Connecticut and has all requisite power and authority to enter into this Agreement.

(b) Authorization, Enforceability.

The execution, delivery and performance by the City of this Agreement are within the power of the City and have been duly-authorized by all necessary action of its



legislative body and will not violate its charter. This Agreement has been duly executed and delivered by the City and the documents referred to herein constitute valid and binding obligations upon it.

(c) No Conflicts / City's Covenants.

This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the City is a party or is otherwise subject; excepting however, the parties each are aware of certain pending and threatened litigation concerning the Arena to which the City is a party in which the Arena operator alleges that this Agreement is precluded by the existing Arena contract with the City.

The City has received no notice as of the date of this Agreement asserting any noncompliance by the City in any material respect with applicable statutes, rules and regulations of the United States of America, the State of Connecticut or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, and the City is not in default with respect to any judgment of any court, administrative agency, or other governmental authority that is in any respect material to the transactions contemplated hereby.

Notwithstanding anything set forth herein to the contrary: (a) the parties each are aware of certain pending and threatened litigation concerning the Webster Bank Arena to which the City is a party in which the Arena operator alleges that this Agreement is precluded by the existing Arena contract with the City, more specifically including but not limited to that certain pending lawsuit in Bridgeport Superior Court (Docket No. FBT-CV-16-6058441-S) and certain legal notice and demand correspondence from the Arena management to the City dated October 16, 2017 (the "**Arena Contract Litigation**"); (b) the parties each recognize and mutually share and assume all risk of the Arena Contract Litigation; and (c) such Arena Contract Litigation and dispute is exempted from the City's Representations, Warranties and Covenants herein, which expressly exclude all claims, actions or proceedings against the Operator or Operator Indemnities arising out of, or related to, the contractual dispute between the Arena operator and the City,

#### 4.3 Mutual Covenants.

##### Further Assurances.

The City and HYA shall, whenever and as often as each shall be reasonably requested to do so by the other party, execute or cause to be executed any further documents, including such reasonable documents or reasonable changes in documents, take any further actions and grant any further approvals, acknowledgements, estoppels or non-disturbance assurances as may be necessary or expedient in order to consummate the transactions provided for herein, and to carry out the purpose and intent of this Agreement and any related agreements.

**ARTICLE V  
DEFAULT AND REMEDIES**

**5.1 Operator Default Including Operator Bankruptcy or Attachment.**

The following events shall constitute an Operator default (each, an “**Operator Default**”):

- (a) HYA shall have commenced any case, proceeding or other action (a) under the Federal Bankruptcy Code, as amended from time to time, or under any other existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have an order for relief entered, seeking to adjudicate the organization as bankrupt or insolvent, or seeking reorganization, arrangement, adjustments, winding-up, liquidation, dissolution, discharge, composition or other relief with respect to itself or its debts or (b) seeking the appointment of a receiver, custodian or other similar official for all or any substantial part of its assets or shall make a general assignment for the benefit of its creditors; or
- (b) There shall be commenced against HYA any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets that results in the entry of an order for any such relief that shall not have been vacated, discharged, stayed or bonded pending appeal within one hundred twenty (120) days from the entry thereof; or
- (c) Operator shall have violated any material term or condition of this Agreement that shall not have been cured within thirty (30) days following written notice.
- (d) Howard Saffan shall, due to death, disability, incapacity or other reason be unable to personally perform the material duties and obligations of the Operator as defined in this Agreement.

In the event of Operator Default, in addition to the other remedies for default authorized herein or by law, the City may terminate this Agreement and, in the case of (a) or (b) of this Section 5.1, seek the appointment of a receiver for the specific assets of HYA. Nothing herein shall preclude or prevent HYA from obtaining appointment of a receiver or other remedies regarding its general assets. In the case of (d) of this Section 5.1, such default is curable by Howard Saffan, his Estate, his Conservator, his heirs, Live Nation or an equivalent concert promoter assuming all rights, duties and obligations under this Agreement. The determination of equivalent concert promoter shall be in the sole discretion of the City. The City may in its sole and absolute discretion waive any

such default without waiving its rights and entitlements to enforce the provision regarding subsequent defaults.

## **5.2 Remedies Cumulative.**

In the event of any breach by any party of any of the covenants, agreements, terms or conditions contained in this Agreement, in addition to any and all other rights provided herein and except as otherwise waived herein, the parties shall be entitled to invoke any right and remedy allowed at law or in equity or by statute or otherwise for such breach as though other remedies were not provided for in this Agreement, provided, however, that neither party may seek compensatory, punitive or exemplary damages.

This Article shall survive expiration or termination of this Agreement.

## **ARTICLE VI PARKING, PARKING MANAGEMENT; TRAFFIC PLAN; EVENT SECURITY**

### **6.1 Utilization of City Parking Lot and Park City Communities Parking Lot; Parking Fees.**

The City will make available Event Parking at public parking facilities, including on-street parking spaces, metered parking spaces, surface parking lots, structured parking garages, parking spaces in privately or publicly owned parking garages or parking accommodations in other areas within one-half (1/2) mile radius of the Facility to satisfy the legal requirements of the Facility.

Since the Facility first opened, the City has provided the City Parking Lot for parking by patrons of the Facility and the Webster Bank Arena and has leased the Park City Communities Parking Lot for parking pursuant to a lease agreement that has expired. The City may take steps to attempt (but is not obligated) to obtain fee title to or a long-term lease of the Park City Communities Parking Lot including for its availability for Event parking in the future.

### **6.2 HYA Operation of Parking Lots**

With respect to Events at the Facility, HYA shall be the sole operator of any Parking Lots made available for such events by the City. In the event HYA shall charge a parking fee for use of such Parking Lots, it shall pay thirty (30) percent of the gross revenue from such parking to the City.

### **6.3 Discontinuance of Allen Street.**

The City may commence action to discontinue Allen Street so that it effectively becomes an area of additional Event Parking. However, the City neither represents nor warrants that it will discontinue Allen Street, nor does it assume any obligation to do so.

Rather, the discontinuance of Allen Street is a matter within the sole and absolute discretion of the City.

#### **6.4 Creation of Additional Public Parking Facility or Parking Accommodations.**

The City may seek, in connection with any future development of the City Parking Lot and/or the Park City Communities Parking Lot, assistance from the State and federal governments for financing of part or all the cost of a new parking facility or parking accommodation, the primary but not exclusive use thereof being for the benefit of the Facility.

#### **6.5 Development of a Traffic Plan**

The City will develop a traffic plan that the Police Department will implement for the general area to accommodate a proper flow of traffic from all entry points into the area, including I-95, Route 8, and local streets, to various public parking and private parking facilities, and to establish manpower needs based upon a smoother flow of traffic (“**Traffic Plan**”). In this effort, the City may (a) create and install digital signage in the general area including, without limitation, on Route 8 and Interstate 95, that will help to direct traffic to parking opportunities, and (b) provide information on social media outlets to advance-ticket patrons and event-day patrons to identify parking opportunities and travel routes in the area to minimize confusion and delay. Notwithstanding anything herein to the contrary, the City will accept advice and input from HYA, but the City (specifically the Board of Police Commissioners as the City’s Traffic Authority and the City Council) expressly retains sole and exclusive authority to develop and control traffic.

#### **6.6 Security**

The City will provide traffic direction and control for Facility events as it deems appropriate and at its sole cost and expense. HYA will provide event security on the Facility through the use of private security services and reserves the right to request that Bridgeport Police Officers on an outside overtime basis, and at HYA’s sole cost and expense, be present to supplement private security for Events.

The City will use reasonable efforts to incorporate the Facility into the City’s Emergency Operations Center through the use of HYA’s and/or existing City cameras and sensors.

## **ARTICLE VII**

### **PARTIES’ RESPECTIVE RESERVATIONS OF RIGHTS**

#### **7.1 City Reservation of Rights.**

(a) Sports/Entertainment Authority.

The Operator understands and agrees that the City has the unilateral right to establish a sports or entertainment authority and that this Agreement, and the City's rights, duties and obligations thereunder, may be assigned to such an authority as the City's successor under this Agreement at its sole discretion.

(b) City Events.

The City, as owner of the Facility, reserves the exclusive, non-assignable right to use the Facility for a minimum of five (5) days during each Season for City Events, subject to the Operator's priority scheduling of all other Events. Any dates not used by the City for City Events during the Season shall terminate and shall not accrue for use during successive Seasons. The City shall give reasonable advance notice to the Operator of its requested date for a City Event, and the Operator shall schedule such City Event provided that it does not conflict with any other Events scheduled or tentatively scheduled for such date. Notwithstanding the foregoing, the Operator may reschedule any such City Event, with at least two (2) months' notice to the City, if, in the Operator's reasonable judgment, it is necessary to avoid losing a commercial, revenue-producing Event at the Facility. The Operator and the City shall mutually agree on such rescheduled date for the City Event. Notwithstanding the foregoing, the City shall have the right to designate one (1) City Event per Season that cannot be rescheduled without the City's approval.

The Operator shall permit temporary advertising for a City Event that, in the Operator's reasonable judgment, does not conflict with existing advertising. The City shall direct all temporary advertising requests to the Operator. The Operator shall coordinate the solicitation, use and placement of temporary advertising at the City's sole cost and expense.

Ticket revenue derived from City Events ("**City Event Revenue**") shall be collected by the Operator and distributed to City upon the City's payment in full to Operator of Event-Related Expenses. The City shall promptly reimburse the Operator from City funds (or the Operator shall have the right to set-off against any amounts otherwise owing to the City) for the Event-Related Expenses incurred in connection with a City Event within thirty (30) days after the date of the City Event or the date on which the Operator notifies the City of the Event-Related Expenses, whichever period is longer, or as specified in any applicable use agreement between the Operator and the City Event sponsor. The City shall provide evidence of self- insurance for such City Events.

(c) City Skybox; Complimentary Tickets.

The City shall be entitled to the exclusive use of one of the twenty (20) skyboxes at the Facility, said skybox to be renovated in the same manner as the other skyboxes ("**City Skybox**"), and shall be entitled to twenty (20) complimentary tickets for general seating to each Event at no cost, subject to the performer or a co-promoter other than Live

Nation making such available. The location of the twenty (20) complimentary seats shall be mutually agreed upon by HVA and the City. The Operator shall deliver or hold for pick-up all complimentary tickets at the Facility box office commencing not less than five (5) business days prior to the start of each Event. The City may permit third parties to use its Skybox. The City may unilaterally sell, assign or sublease its Skybox without the Operator's consent.

(d) No Discrimination.

The Operator agrees not to discriminate, nor permit discrimination, against any person in the performance of this Agreement on the grounds of race, color, creed, national origin, religion, sex, gender, sexual disability, marital status, sexual orientation, 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, 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 4a-60 of the Connecticut General Statutes and any amendments thereto.

(e) City Access.

The City reserves the right to enter the Facility during regular business hours to conduct fire, safety and health inspections, to determine that the Operator is in compliance with this Agreement, or to exercise the City's normal police powers, provided, however, that the City (a) shall not interfere with the normal operations of the Facility, (b) shall not disturb the license or concession rights of others except in compliance with applicable Laws and the terms of any such concession or license, and (c) shall not unreasonably interfere with the performers or their preparation for Events. Additionally, the City shall have the right to enter the Facility at any time and without notice in the case of an emergency.

(f) City Advertising and Announcements.

The City shall have the right to fixed display advertising on two (2) average-sized displays at locations equivalent in visibility as those of other advertising locations marketed by the Operator during all Events, consistent with adjacent or comparable commercial ads, at no cost to the City. The Operator agrees that it shall make available to the City two 30-second public service messages announced over the Facility's public-address system or on digital boards during each Event at no charge for the promotion of tourism or other economic opportunities or promotions in and around the City. Such advertising and promotion rights are for the sole use of the City. The City shall not be permitted to resell, sublicense, assign or transfer any such advertising or promotional rights or use them for purposes other than promoting tourism and economic opportunities in the City. All advertising hereunder shall be solely to promote the City and shall be non-commercial, non-partisan and of public service in nature and shall not conflict with other advertising in the Facility. The City shall produce its own advertising copy for all

fixed or digital advertisements and all public service announcements at no cost to the Operator.

(g) Tobacco-Free Facility.

The Facility shall be a smoke-free and tobacco-free facility and shall not advertise any tobacco or electronic products that mimic smoking in its operation.

(h) City Audit Rights.

At the City's option, the City may conduct an audit or examination of the Renovation Account, the Capital R&R Account, the Manifested Concert Tickets Sold, the complimentary tickets issued for Events and any other relevant account at any time upon reasonable notice to the Operator, such examination or audit to be made at the City's sole cost and expense.

(i) State Admissions Taxes.

The State of Connecticut's ten percent (10%) admissions tax applicable to ticket sales at the Facility shall be considered to be the Operator's direct operating costs.

(j) City's Right to Assignment of Concert Promoter's Contract.

The City shall have the right to receive from the Operator or to obtain upon request, in confidence to the extent that all or a portion thereof qualifies for exemption from disclosure pursuant to the Connecticut Freedom of Information Act, a copy of the Operator's contract with any concert promoter.

## **7.2 HYA Reservation of Rights.**

(a) All improvements constructed at the Facility and all FF&E purchased by the Operator on the City's behalf, shall become the City's property upon its completion or installation, as the case may be. The Operator agrees that it will not use any of the City's personal property except in connection with the operation of the Facility.

(b) HYA reserves the right to request permission to apply for permits to construct a digital billboard on the Facility Premises or on the Park City Communities Parking Lot if the latter is available for that use. All gross revenue from any third-party advertisers derived from digital billboards on City owned or controlled property shall be negotiated between HYA and the City. Any billboard to be located on City property (including the Facility Premise), is subject to the parties negotiating a billboard agreement that is mutually satisfactory.

(c) The Operator reserves to itself the right to promote and co-promote Events at the Facility, to sell advertising, sponsorships and naming rights at the Facility for its sole benefit and to receive income from other endeavors at the Facility consistent with this Agreement.

(d) The Operator reserves the right to seek from the City an easement over the internal roadway that passes from Broad Street behind the Facility and exits onto South Frontage Road or Water Street for use by selected patrons and performers at Facility Events. However, the City neither represents nor warrants that it will grant such easement, nor does it assume any obligation to do so. Rather, the granting of such easement is a matter within the sole and absolute discretion of the City.

## **ARTICLE VIII ASSIGNMENT AND TRANSFER**

### **8.1 Operator's Right to Assignment.**

The Operator shall not assign or transfer its rights or interests in this Agreement without the prior written approval of the City. Any transferee of the Agreement shall take subject to and must assume all of the obligations of the Operator under this Agreement in a manner satisfactory to the City. Any such transfer shall conform to the terms and restrictions of this Agreement. Any such assignment or transfer shall not release the Operator from its obligations hereunder, unless the transferee has executed and delivered to the City an assignment and assumption agreement in such form and content as is reasonably acceptable to the City and that shall not impose any greater obligations on the transferee than exist under this Agreement, in which event the Operator shall be released from further obligations under this Agreement.

Except for the assignment to an Affiliate, the Operator shall not assign or transfer its rights or interests in this Agreement without the prior written approval of the City, which approval shall not unreasonably be withheld. It shall be reasonable for the City to withhold its consent only (a) if there is an Operator Event of Operator Default or (b) if the Operator's proposed assignee (i) has a net worth of less than Ten Million Dollars (\$10,000,000) as determined by generally accepted accounting principles; (ii) is an opposing party in any pending or imminently threatened litigation or arbitration involving the City; (iii) is not engaged in the management and operation of a venue of at least the same size as the Facility and after said assignment the Operator will not continue to function as a separate operating unit that will manage the Facility, or (iv) is not recognized by the industry or industry trade publications as having a national or regional presence or is not otherwise, in the City's reasonable determination, an operator with a comparable reputation to that of the Operator.

### **8.2 City's Right to Assignment.**

The City shall have the right to assign or transfer its rights and interests in this Agreement to another municipal entity, including but not limited to a sports or entertainment authority. Any such assignment or transfer shall not release the City from



its obligations hereunder, unless the transferee has executed and delivered to the Operator an assignment and assumption agreement in such form and content as is reasonably acceptable to the Operator and that shall not impose any greater obligations on the transferee than exist under this Agreement, in which event the City shall be released from further obligations under this Agreement.

**ARTICLE IX  
MISCELLANEOUS**

**9.1 Notices; Cross-Notices Relating to Claimed Defaults.**

All notices and other communications required or desired to be given pursuant to this Agreement shall be in writing using an Approved Form of Communication to the City or the Operator, as applicable. Notices shall be deemed properly given upon delivery to the recipient, or refusal of delivery, if sent by an Approved Form of Communication. Notices shall be addressed as follows and shall be presumed delivered upon actual receipt or refusal of delivery by personal delivery or overnight courier, two (2) days after mailing, and upon the date of facsimile or email delivery so long as the same is confirmed by sending a copy of such notice by way of another Approved Form of Communication.

AS TO THE CITY:

Mayor  
City of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street  
Bridgeport, CT 06604

And

City Attorney  
City of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street  
Bridgeport, CT 06604

and

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

AS TO THE OPERATOR:

Harbor Yard Amphitheater, LLC  
9 Squires Lane  
Weston, CT 06880

Attn: Managing Member

With copy to:

David Levine, Esq.  
Cohen and Wolf, P.C.  
1115 Broad Street  
Bridgeport, CT 06604

Each party may by written notice to the other specify a different address for subsequent notice purposes.

**9.2 Severability.**

If any provision of this Agreement is determined to be illegal or unenforceable by a court of competent jurisdiction, this Agreement shall remain valid as if such provision had not been contained herein, provided that no such severance shall serve to deprive any of the parties of the enjoyment of its substantial benefits under this Agreement.

**9.3 Interpretation.**

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. There are no oral or written statements, representations, agreements, understandings or surrounding circumstances which modify, amend or vary any of the provisions hereof that are not stated herein.

**9.4 Amendment.**

This License Agreement shall not be amended or modified except in writing signed by all parties to this Agreement and upon City Council approval. The City's rights hereunder shall not be waived except with the prior written approval of the City, acting by its Mayor under authorization from the City Council, and any attempt to amend, modify or waive any of the terms or provisions of this Agreement shall be void and unenforceable against the City.

**9.5 Successors and Assigns.**

This Agreement shall extend to and be binding upon the representatives, successors and permitted or Approved assigns of the respective parties hereto including, without limitation, any successor, assign or replacement of the Operator as the operator of the Facility whether pursuant to the Agreement, by operation of law or otherwise.

#### **9.6 Time of the Essence.**

The parties hereto mutually understand and declare that time is of the essence under this Agreement as to those matters that are specifically stated herein to be time of the essence.

#### **9.7 Governing Law; Venue; Dispute Resolution.**

This Agreement shall be construed in accordance with and pursuant to the laws of the State of Connecticut and all disputes arising out of this Agreement or its interpretation shall be resolved in a court having jurisdiction in Fairfield County, Connecticut.

#### **9.8 Force Majeure.**

Failure in performance by either party hereunder shall not be deemed an Event of Default, and the non-occurrence of any condition hereunder shall not give rise to any right otherwise provided herein, when such failure or non-occurrence is due to war; insurrection; strikes; lock-outs; riots; floods; windstorms; fires; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargos; lack of transportation; governmental restrictions; unusually severe weather; inability (when both parties are faultless) of any contractor, subcontractor or supplier; acts or the failure to act, of any public or governmental agency or entity (except acts or failures to act by the City) or any other causes beyond the control and without the fault of the party claiming an extension of time to perform ("**Force Majeure**"). An extension of time for any such cause shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause, provided that, if notice by the party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. The period of the delay due to any such cause, shall be an Abatement Period. Times of performance under this Agreement may also be extended as mutually agreed upon in writing by the City and the Operator. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default hereunder.

#### **9.9 Interpretations and Construction.**

To the extent permitted by the context in which used, (a) words in the singular number shall include the plural, words in the masculine gender shall include the feminine and neuter, and vice versa, and (b) reference to "persons" or "parties" in this Agreement shall be deemed to refer to natural persons, corporations, general partnerships, limited partnerships, trusts and other entities.

This Agreement has been drafted mutually by the parties, and shall not be construed as against either party as having been the sole or principal drafter hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the  
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

Attest:

CITY OF BRIDGEPORT:

\_\_\_\_\_

By: \_\_\_\_\_  
Joseph P. Ganim, Its Mayor,  
Duly Authorized

Attest:

OPERATOR:  
HARBOR YARD AMPHITHEATER, LLC

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Its President  
Duly Authorized

**Project Map**

**HYA Organization Documents**

**Outline of Contract Between HYA and Live Nation**



**Furniture, Fixtures & Equipment**

**Schedule**

**Exhibit 5**

**Renovation Budget**

**Schedule of Values**

**Exhibit 7**



Item# \*119-16 Consent Calendar

Grant Submission: re State of Connecticut  
Department of Education - Youth Services Bureau.  
(#18532)



Report  
of  
Committee  
on

EEA and Environment

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

RECEIVED  
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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*119-16 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Education  
Youth Services Bureau (#18532)**

**WHEREAS**, the **State of Connecticut Department of Education** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Youth Services Bureau**; and

**WHEREAS**, funds under this grant will be used to fund administrative staff and direct service programs for youth; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Education** to support the Bridgeport Youth Services Bureau.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Education** for the purpose of its **Youth Services Bureau**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **State of Connecticut Department of Education - Youth Services Bureau** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



# City of Bridgeport, Connecticut

## Office of the City Clerk

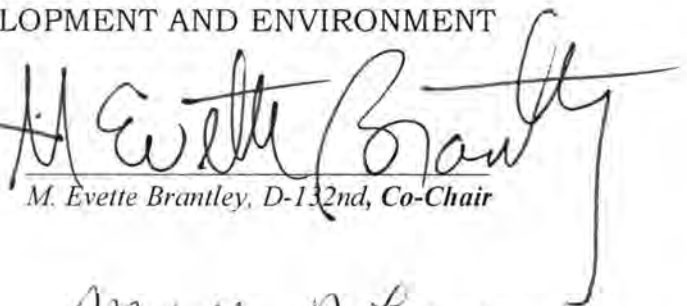
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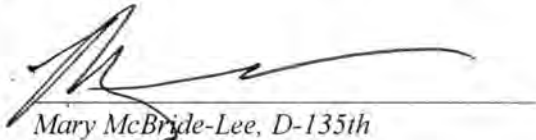
Report of Committee on **ECD and Environment**  
Item No. \*119-16 Consent Calendar

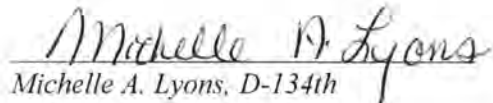
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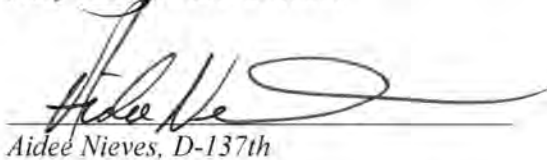
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

  
Mila F. Feliciano, D-137th, Co-Chair

  
M. Evette Brantley, D-132nd, Co-Chair

  
Mary McBride-Lee, D-135th

  
Michelle A. Lyons, D-134th

  
Aidee Nieves, D-137th

  
Eneida L. Martinez, D-139th

  
Jeanette Herron, D-133rd

City Council Date: November 6, 2017



Item# \*121-16 Consent Calendar

Grant Submission: re State of Connecticut  
Department of Education - Youth Services Bureau  
Enhancement. (#18540)



Report  
of  
Committee  
on

EEED and Environment

City Council Meeting Date: November 6, 2017

Attest: *Lydia N. Martinez*

Lydia N. Martinez, City Clerk

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

Date Signed: 11/9/17

RECEIVED  
CITY CLERKS OFFICE  
17 NOV 13 AM 11:53  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

### **Item No. \*121-16 Consent Calendar**

#### **A Resolution by the Bridgeport City Council Regarding the State of Connecticut Department of Education Youth Services Bureau Enhancement (#18540)**

**WHEREAS**, the **State of Connecticut Department of Education** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Youth Services Bureau Enhancement**; and

**WHEREAS**, funds under this grant will be used to fund a teen pregnancy prevention education program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Education** to support the Teen Pregnancy Prevention program.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Education** for the purpose of its **Youth Services Bureau Enhancement**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **State of Connecticut Department of Education - Youth Services Bureau Enhancement** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



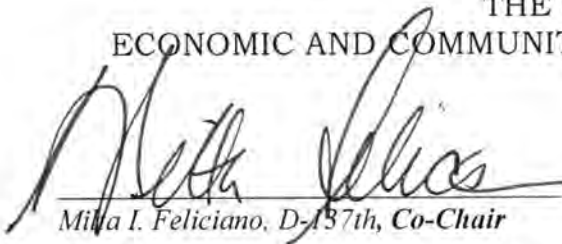
City of Bridgeport, Connecticut  
Office of the City Clerk

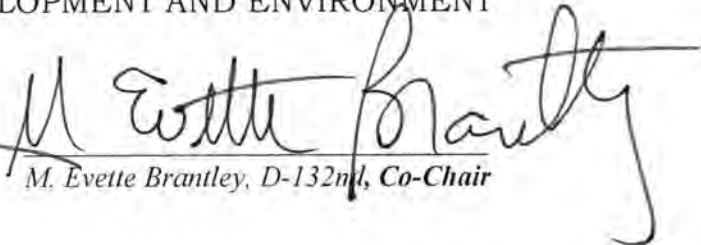
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Report of Committee on ECD and Environment  
Item No. \*121-16 Consent Calendar

-2-

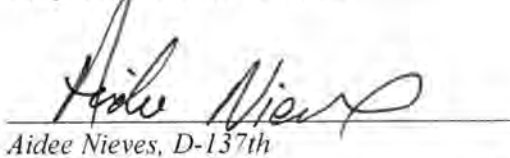
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

  
Mila I. Feliciano, D-137th, Co-Chair

  
M. Evette Brantley, D-132nd, Co-Chair

  
Mary McBride-Lee, D-135th

  
Michelle A. Lyons, D-134th

  
Aidee Nieves, D-137th

  
Eneida L. Martinez, D-139th

  
Jeannette Herron, D-133rd

City Council Date: November 6, 2017

Item# \*132-16 Consent Calendar

Grant Submission: re U.S. Conference of Mayors for  
FY2018 Childhood Obesity Prevention Awards.  
(#18305)



Report  
of  
Committee  
on

CEA and Environment

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

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17 NOV 13 AM 11:53  
ATTEST CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*132-16 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
U.S. Conference of Mayors  
2018 Childhood Obesity Prevention Awards (#18305)**

**WHEREAS**, the **United States Conference of Mayors** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **2018 Childhood Obesity Prevention Awards**; and

**WHEREAS**, funds under this grant will be used to increase access to healthy fruits and vegetables in Bridgeport food deserts; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **U.S. Conference of Mayors** to support a mobile farmer's market program.

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

1. That it is cognizant of the City's grant application to and contract with the **U.S. Conference of Mayors** for the purpose of its **2018 Childhood Obesity Prevention Awards**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **U.S. Conference of Mayors - 2018 Childhood Obesity Prevention Awards** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



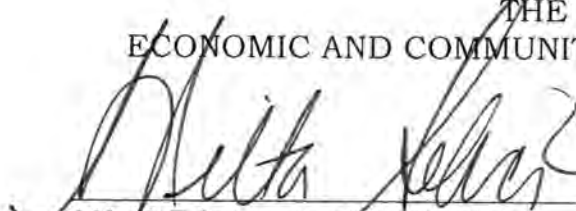
City of Bridgeport, Connecticut  
Office of the City Clerk

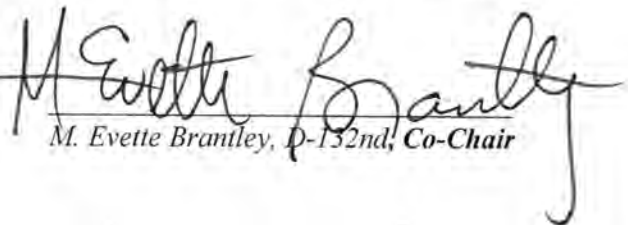
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Report of Committee on **ECD and Environment**  
**Item No. \*132-16 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

  
Milto I. Feliciano, D-137th, Co-Chair

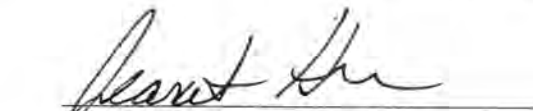
  
M. Evette Brantley, D-132nd, Co-Chair

  
Mary McBride-Lee, D-135th

  
Michelle A. Lyons, D-134th

  
Aidee Nieves, D-137th

  
Eneida L. Martinez, D-139th

  
Jeanette Herron, D-133rd

City Council Date: November 6, 2017

Item# \*133-16 Consent Calendar

Grant Submission: re State of Connecticut  
Department of Public Health Emergency  
Preparedness Grant. (#18221)



Report  
of  
Committee  
on

CEQA and Environment

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

### **Item No. \*133-16 Consent Calendar**

#### **A Resolution by the Bridgeport City Council Regarding the State of Connecticut Department of Public Health Emergency Preparedness Grant (#18221)**

**WHEREAS**, the **State of Connecticut Department of Public Health** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **Emergency Preparedness Grant**; and

**WHEREAS**, funds under this grant will be used to fund emergency prevention programs; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the Bridgeport Emergency Preparedness program.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of its **Emergency Preparedness Grant**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Central Grants**, to execute and file such application with the **State of Connecticut Department of Public Health Emergency Preparedness Grant** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.





# City of Bridgeport, Connecticut Office of the City Clerk

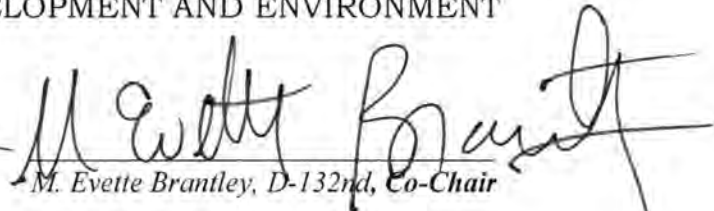
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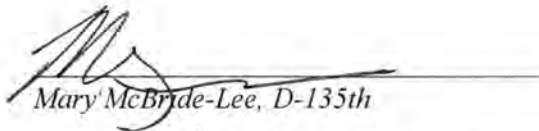
Report of Committee on **ECD and Environment**  
Item No. \*133-16 Consent Calendar

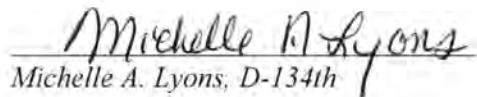
-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

  
Milta I. Feliciano, D-137th, Co-Chair

  
M. Evette Brantley, D-132nd, Co-Chair

  
Mary McBride-Lee, D-135th

  
Michelle A. Lyons, D-134th

  
Aidee Nieves, D-137th

  
Eneida L. Martinez, D-139th

  
Jeanette Herron, D-133rd

City Council Date: November 6, 2017

Item# \*154-16 Consent Calendar

Appointment of Sharon E. Lewis to the Bridgeport Environmental Task Force.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

Attest:

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by:

*Joseph P. Ganish*

Joseph P. Ganish, Mayor

Date Signed:

*11/9/17*

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17 NOV 13 AM 11:53  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*154-16 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Environmental Task Force in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**


Sharon E. Lewis  
34 Rutland Street  
Hartford, CT 06120


Three year term.

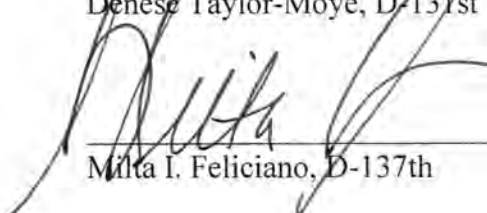
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

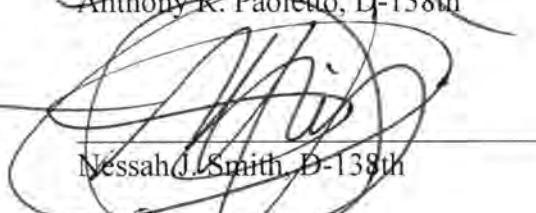
  
Amy Marie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

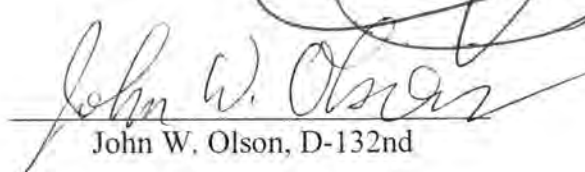
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Denese Taylor-Moye, D-131<sup>st</sup>

  
Anthony R. Paoletto, D-138<sup>th</sup>

  
Milta I. Feliciano, D-137<sup>th</sup>

  
Nessah J. Smith, D-138<sup>th</sup>

  
John W. Olson, D-132<sup>nd</sup>

**City Council Date:** November 6, 2017

Item# \*155-16 Consent Calendar

Appointment of Alma L. Maya to the Bridgeport Environmental Task Force.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

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

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

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

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*155-16 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Environmental Task Force in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

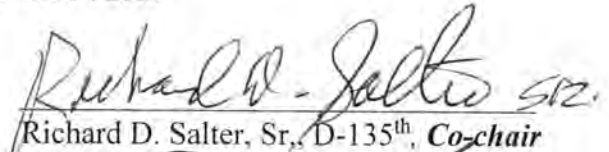
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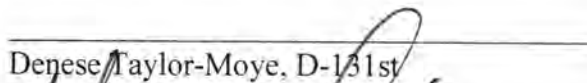
Alma L. Maya  
220 Funston Avenue  
Bridgeport, CT 06606

Two year term.

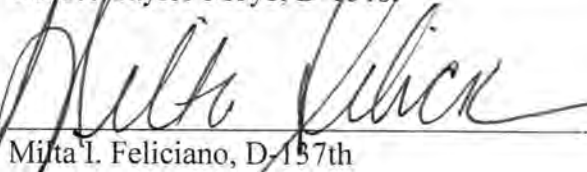
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

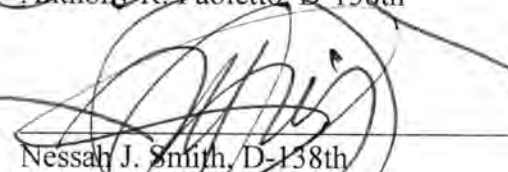
  
Amy Marie Vizzo-Raniccia, D-134<sup>th</sup>, *Co-Chair*

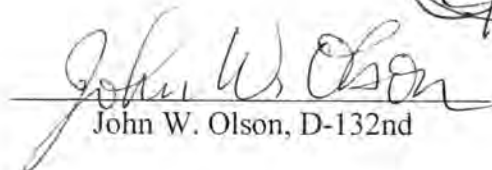
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Denese Taylor-Moye, D-131<sup>st</sup>

  
Anthony R. Paoletto, D-138<sup>th</sup>

  
Milta I. Feliciano, D-137<sup>th</sup>

  
Nessah J. Smith, D-138<sup>th</sup>

  
John W. Olson, D-132<sup>nd</sup>

**City Council Date:** November 6, 2017

Item# \*156-16 Consent Calendar

Appointment of Joshua J. Parrow to the Bridgeport Environmental Task Force.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

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

Approved by:   
Joseph R. Ganim, Mayor

Date Signed: 11/9/17

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17 NOV 13 AM 11:53  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut Office of the City Clerk

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

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

**Item No. \*156-16 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Environmental Task Force in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.


**NAME**

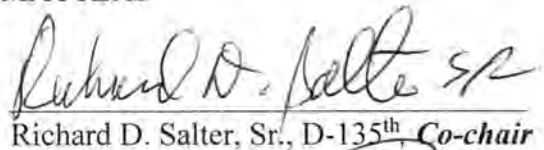
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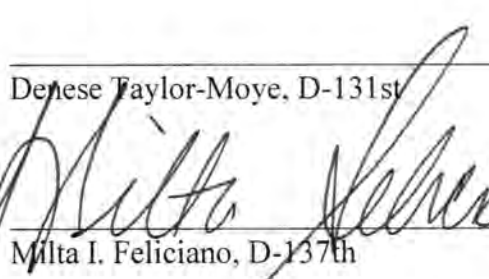
Joshua J. Parrow  
378 Atlantic Street, Apt #2  
Bridgeport, CT 06604

Three year term.

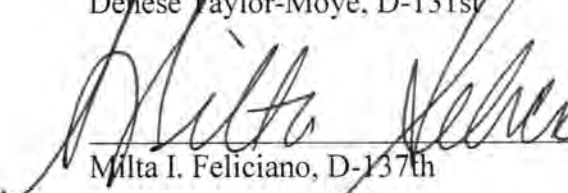
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Paniecia, D-134<sup>th</sup>, *Co-Chair*

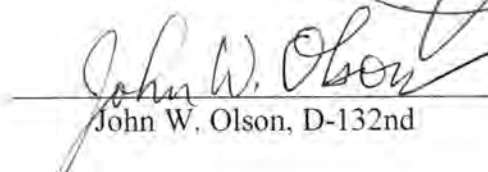
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Denese Taylor-Moye, D-131<sup>st</sup>

  
Anthony R. Paolitto, D-138<sup>th</sup>

  
Milta I. Feliciano, D-137<sup>th</sup>

  
Nessah L. Smith, D-138<sup>th</sup>

  
John W. Olson, D-132<sup>nd</sup>

**City Council Date:** November 6, 2017

Item# \*157-16 Consent Calendar

Appointment of Nikolaos Roussas to the Bridgeport Environmental Task Force.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

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ATTEST  
CITY CLERK





# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*157-16 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Environmental Task Force in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.


**NAME**

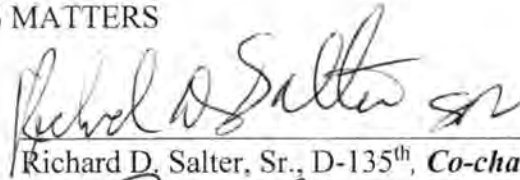
**TERM EXPIRES**

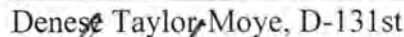
Nikolaos Roussas  
38 Maltbie Road  
Newtown, CT 06470

Two year term.

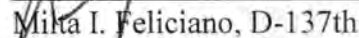
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

  
Amy Marie Vizzo Paniccia, D-134<sup>th</sup>, *Co-Chair*

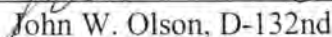
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Denese Taylor Moyer, D-131st

  
Anthony R. Paoletto, D-138th

  
Milva I. Feliciano, D-137th

  
Nessah I. Smith, D-138th

  
John W. Olson, D-132nd

**City Council Date:** November 6, 2017

Item# \*161-16 Consent Calendar

Appointment of Raquel Rivera-Pablo (D) to the Food Policy Council.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*161-16 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Food Policy Council in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

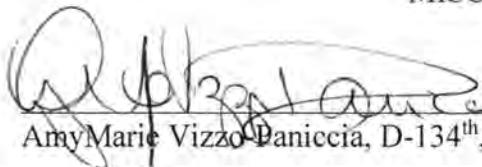
**NAME**

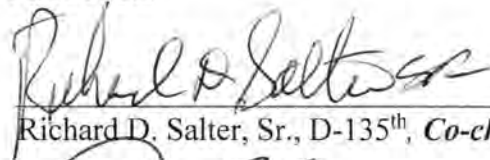
**TERM EXPIRES**

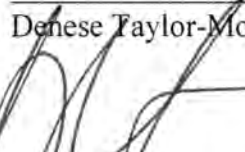
Raquel Rivera-Pablo (D)  
468 Brewster Street  
Bridgeport, CT 06605

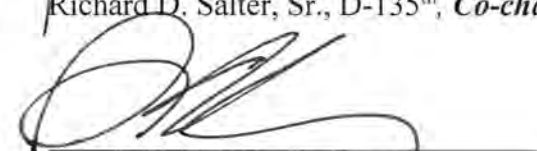
July 1, 2019

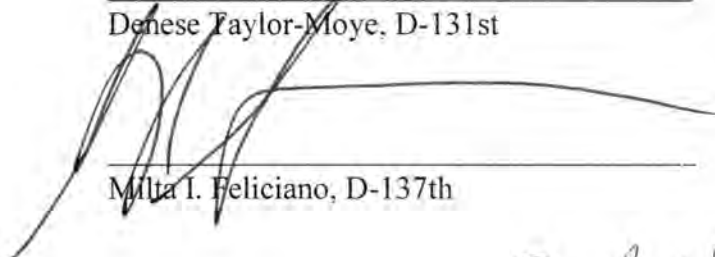
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

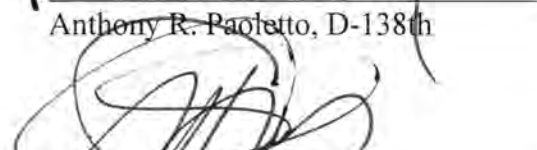
  
Amy Marie Vizzo Paniccia, D-134<sup>th</sup>, *Co-Chair*

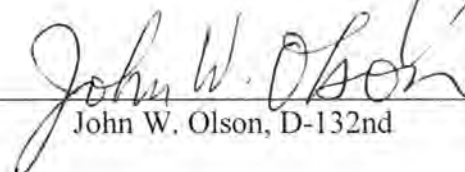
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Denese Taylor-Moye, D-131st

  
Anthony R. Paoletto, D-138th

  
Milta I. Feliciano, D-137th

  
Nessah J. Smith, D-138th

  
John W. Olson, D-132nd

**City Council Date:** November 6, 2017

Item# \*162-16 Consent Calendar

Reappointment of Christine E. Statstrom (D) to the Food Policy Council.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*162-16 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, reappointed to the Food Policy Council in the City of Bridgeport and that said reappointment, be and hereby is, approved, ratified and confirmed.


**NAME**

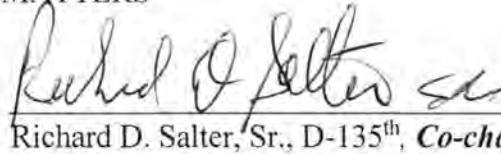
**TERM EXPIRES**


Christine E. Stafstrom (D)  
120 Sailor Lane  
Bridgeport, CT 06605

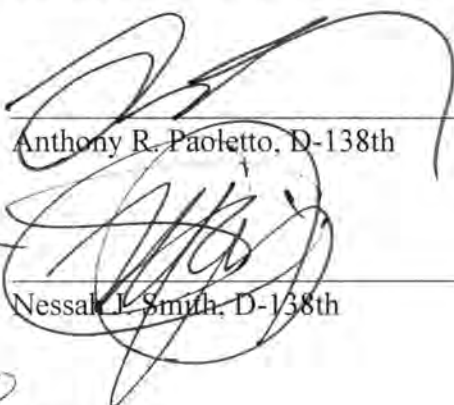
July 1, 2019

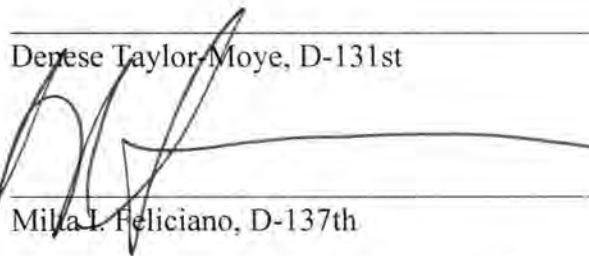
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

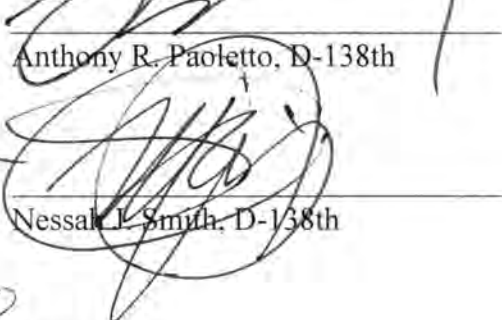
  
Amy Marie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

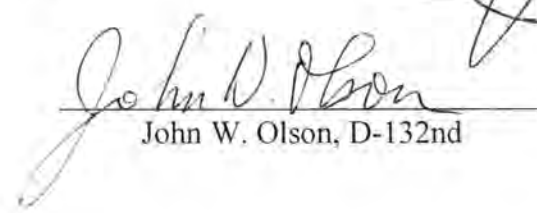
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Derese Taylor-Moye, D-131st

  
Anthony R. Paoletto, D-138th

  
Milva L. Feliciano, D-137th

  
Nessel L. Smith, D-138th

  
John W. Olson, D-132nd

**City Council Date:** November 6, 2017

Item# \*163-16 Consent Calendar

Appointment of Anna E. Greer (D) to the Food Policy Council.



**Report  
of  
Committee  
on**

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

Attest:

*Lydia N. Martinez*

Lydia N. Martinez, City Clerk

Approved by:

Joseph P. Ganim, Mayor

Date Signed:

*11/9/17*

RECEIVED  
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ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*163-16 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Food Policy Council in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

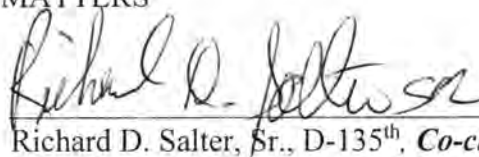
Anna E. Greer (D)  
59 Harborview Place  
Bridgeport, CT 06605

July 1, 2019

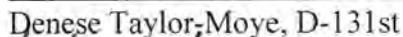
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS



Amy Marie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*



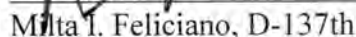
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*



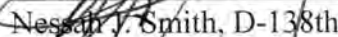
Denese Taylor-Moye, D-131st



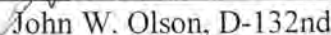
Anthony R. Paoletto, D-138th



Milta I. Feliciano, D-137th



Neshan J. Smith, D-138th



John W. Olson, D-132nd

**City Council Date:** November 6, 2017

Item# \*164-16 Consent Calendar

Appointment of John M. Hosier (U) to the Board of Park Commissioners.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

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ATTEST  
CITY CLERK





# City of Bridgeport, Connecticut Office of the City Clerk

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

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

**Item No. \*164-16 Consent Calendar**

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

**NAME**

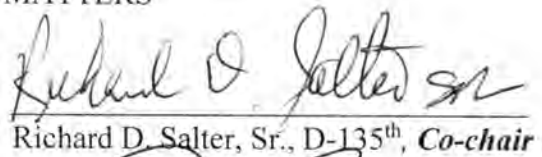
**TERM EXPIRES**

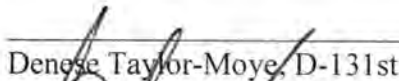
John M. Hosier (U)  
1244 Capitol Avenue  
Bridgeport, CT 06606

December 31, 2020

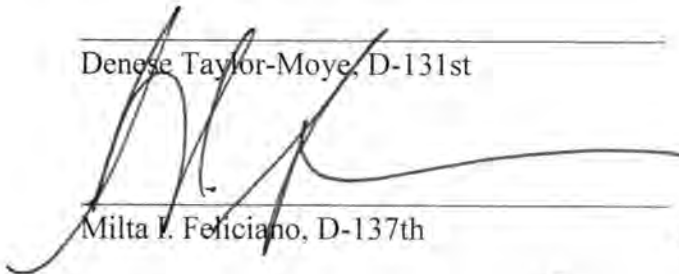
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

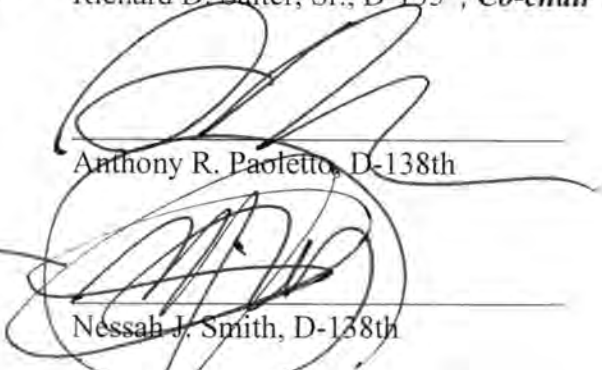
  
Amy Marie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

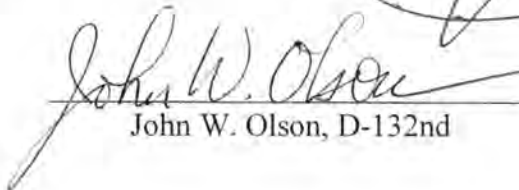
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Denese Taylor-Moye, D-131st

  
Anthony R. Paoletto, D-138th

  
Milta I. Feliciano, D-137th

  
Nessah J. Smith, D-138th

  
John W. Olson, D-132nd

**City Council Date:** November 6, 2017

Item# \*165-16 Consent Calendar

Appointment of Richard D. Greenwood (D) to the Harbor Management Commission.



**Report  
of  
Committee  
on**

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*165-16 Consent Calendar**

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Harbor Management Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

**NAME**

**TERM EXPIRES**

Richard D. Greenwood (D)  
126 Yacht Street  
Bridgeport, CT 06605

September 31, 2019

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

Amy Marie Vizzo-Ranicia, D-134<sup>th</sup>, *Co-Chair*

Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Denese Taylor-Moye, D-131st  
Anthony R. Paoletto, D-138th  
Milta I. Feliciano, D-137th  
Nessan J. Smith, D-138th  
John W. Olson, D-132nd

**City Council Date:** November 6, 2017

Item# \*166-16 Consent Calendar

Workers' Compensation Settlement/Stipulate Award  
in the matter of claimant Joseph Savino.



**Report  
of  
Committee  
on**

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

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

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

Date Signed: 11/9/17

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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


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

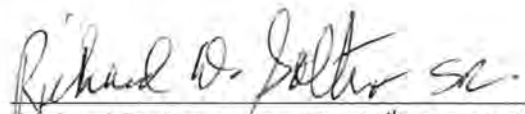
**Item No. \*166-16 Consent Calendar**

**BE IT RESOLVED**, that the City Attorney, or Associate City Attorney, be authorized, empowered and directed to enter into on behalf of the City of Bridgeport, Stipulations with Joseph Savino upon approval by the Workers' Compensation Commissioner of the Fourth District, and the City shall pay the said employee the sum as provided for in stipulation.

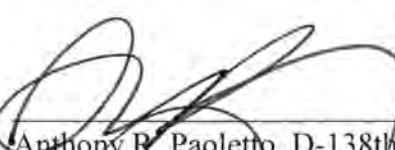
<u>NAME</u>	<u>NATURE OF CLAIM</u>	<u>ATTORNEY</u>
Joseph Savino	Workers' Compensation	Maureen Driscoll, Esquire 1077 Bridgeport Avenue Suite 100 Shelton, CT 06484

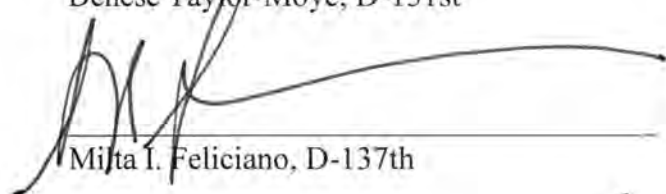
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

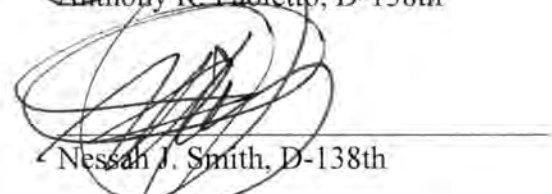
  
AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

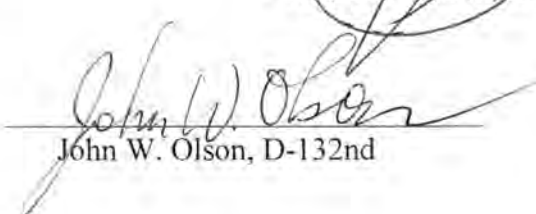
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

Denese Taylor-Moye, D-131st

  
Anthony R. Paoletto, D-138th

  
Miha I. Feliciano, D-137th

  
Nessah J. Smith, D-138th

  
John W. Olson, D-132nd

*City Council Date: November 6, 2017*

Item# 153-16

Appointment of Kathleen A. Donovan to the Bridgeport Environmental Task Force.



Report  
of  
Committee  
on

Miscellaneous Matters

City Council Meeting Date: November 6, 2017

Attest: Lydia N. Martinez

Lydia N. Martinez, City Clerk

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

Date Signed: 11/9/17

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

### Item No. 153-16

**RESOLVED**, That the following named individual be, and hereby is, appointed to the Environmental Task Force in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

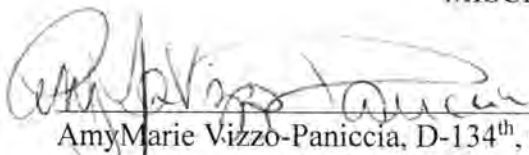
#### NAME

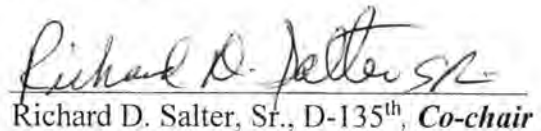
#### TERM EXPIRES


Kathleen A. Donovan  
2 Dean Court  
Rutherford, NJ 07070

Three year term.

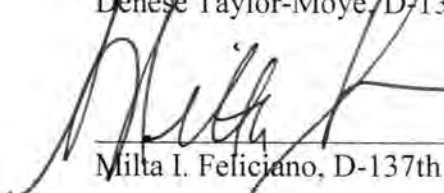
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
MISCELLANEOUS MATTERS

  
Amy Marie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*

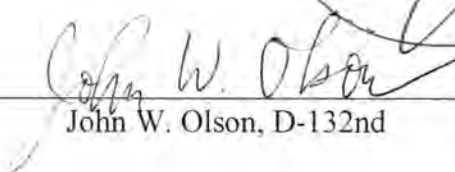
  
Richard D. Salter, Sr., D-135<sup>th</sup>, *Co-chair*

  
Denese Taylor-Moye, D-131st

  
Anthony R. Paolitto, D-138th

  
Milta I. Feliciano, D-137th

  
Nessah Smith, D-138th

  
John W. Olson, D-132nd

**City Council Date:** November 6, 2017