

AGENDA

CITY COUNCIL MEETING

MONDAY, MARCH 19, 2018

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: February 20, 2018

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 64-17** Communication from Tax Collector re: Refund of Excess Payments – Lereta Mortgage RE: 1839 Main Street, referred to Miscellaneous Matters Committee.
- 65-17** Communication from Tax Collector re: Refund of Excess Payments – Santa Lucia Ralph & Pamela C/O Trustee, referred to Miscellaneous Matters Committee.
- 66-17** Communication from Tax Collector re: Refund of Excess Payments – Sportech, referred to Miscellaneous Matters Committee.
- 67-17** Communication from Finance re: Proposed Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds (Series 2018A), referred to Budget and Appropriations Committee.
- 68-17** Communication from Finance re: Proposed Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (Series 2018B), referred to Budget and Appropriations Committee.
- 69-17** Communication from Airport re: Proposed Professional Engineering Services Agreement for On-Call Airport Consulting regarding Sikorsky Memorial Airport, referred to Contracts Committee.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 19, 2018 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Luis Reyes 347 Jewett Avenue Bridgeport, CT 06606	Quality of life.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	City Finances.
Jorge Cruz 251 Black Rock Ave., Apt. 2-R Bridgeport, CT 06605	WPCA, PSEG, Bridgeport's homicides and Cecil Young.
Theresa Schneider 337 Jewett Avenue Bridgeport, CT 06606	Quality of life issues.
Sylvia Marrero 415 Jewett Avenue Bridgeport, CT 06606	Quality of life issue.
David L. Council 319 Carroll Avenue Bridgeport, CT 06607	Would like to purchase lot located at 327 Carroll Avenue and fix it up.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING  
MONDAY, MARCH 19, 2018  
6:30 PM**

**City Council Chambers, City Hall  
45 Lyon Terrace  
Bridgeport, CT**

**CALL TO ORDER**

Council President Nieves called the Public Speaking session to order at 6:38 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

- 130<sup>th</sup> District: Christina Smith, Pete Spain
- 131<sup>st</sup> District: Denese Taylor-Moye
- 132<sup>nd</sup> District: Marcus Brown, Kyle Langan
- 133<sup>rd</sup> District: Thomas McCarthy, Jeanette Herron
- 134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia
- 135<sup>th</sup> District: Rosalina Roman-Christy, Mary McBride-Lee
- 136<sup>th</sup> District: Alfredo Castillo, Maria Zambrano Viggiano
- 137<sup>th</sup> District: Aidee Nieves, Maria Valle
- 138<sup>th</sup> District: Karen Jackson, Nessah Smith
- 139<sup>th</sup> District: Ernest Newton

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 19, 2018 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

**NAME**

**Luis Reyes**  
347 Jewett Avenue  
Bridgeport, CT 06606

**SUBJECT**

Quality of life.

Mr. Luis Reyes came forward and greeted the Council Members. He said that he lives across the street the Catholic center and has lived there for 10 years. He said that he was concerned about the Charter school moving into the property across from his home. He said that he felt that the property values would drop and that the kids would be running around the street. There have

City of Bridgeport  
City Council  
Regular Meeting  
March 19, 2018

RECEIVED  
CITY CLERKS OFFICE  
18 MAR 26 AM 9:57  
ATTEST  
CITY CLERK

been a number of accidents at the stop sign on the street. There is only one entrance and there are no sidewalks in front of the residences. The home owners would have to put in sidewalks, which would cost a great deal of money. The building has asbestos and mold. This will cost a lot of money. There are also concerns about the buses backing on the street.

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

City Finances.

Mr. Lee came forward and read the following statement into the record:

City Council and Taxpayers?

When you listen to taxpayers complain about increasing taxes, or about big increases what is your gut reaction as a representative of the people? Whose money is "taxpayer money"? City property taxes pay about 50%, of City/BOE expenses, with thirty percent from the State of CT. Federal funds and local fees or sale revenues make up the difference. Bridgeport citizens contribute to each of these sources.

Once taxes are paid to the Tax Collector, what is reasonable for a taxpayer to expect as to the use of those dollars? Should he see them spent in certain basic ways that are announced as budget priorities? Should she see them accounted for in ways that make sense, that are accurate and also timely? Is that practice current in Bridgeport today? When budgets are presented, are they compared to several actual past years to show trends? Are they accompanied by statements telling how and where they will be measured by City managers, and seen on the City website?

Where are the reports with quantified measures that can be compared to other periods or other municipal best practices by local watchdogs? Actual reports monitoring police overtime, as an example?

Should we eliminate any expectation that a pre-election claim by a campaigner should be honored once he gains office? That would be silly wouldn't it? Draining the swamp, for instance? Or closer to home, STOP RAISING TAXES? Or hiring 100 police in a year and hearing that it has likely taken more than two years, and the public is not yet informed about police retirements during that time period or the number of newer and younger public safety officers who have left the City for positions in other cities? 100 hires but what is the net effect to the Department? We don't know, but the City will still crow about training 100 new officers. Does that make sense?

Who negotiates our contracts and agreements? Why aren't we bragging about the way they show win-win- win for taxpayer, administration, and business contractor? If we have 30, 50 or 90 political appointments, untested and unofficial, or should we say political, what is that expense of salary and benefits? What priority is accomplished other than getting out the vote at election time?

What about handling funds in prudent manner where you show real savings, and can demonstrate that to taxpayers!! Would that build a climate of trust in the system? When using taxpayer money, who is looking to come home with the best deal possible? Best possible compared to what? If it is poorly budgeted, that is, without a priority attached, does that mean it is needs to be spent this year?

If the financial issues are genuinely public, then the anticipated value of a completed project can be compared to its total expense. But if the process is not OPEN and TRANSPARENT then little light is shown on such matter and expense and value can be very far apart. Lighthouse supposedly has a fund worth hundreds of thousands. It has come about from taxpayer contributions or parent fees over the years. Why is that lump sum held aside and not spent on the program during the year like other departments? Who will explain this concept and not showing the reserves in an operating budget? Is the City reporting all revenue expectations when it asks you to approve the operating budget?

And if a purchase does not consider all operating expenses, can you find yourself with greater expenses than one can obtain from outsourcing to a private taxpaying firm? Is that what has happened with In Plant Printing where no revenues were shown until this year and revenues stopped being reported after one month. Take a look and see that Finance Office revenue estimates are woefully off base. Why?

What body in the City of Bridgeport sees HONEST ACCOUNTABILITY as its task and duty to the taxpayer? Why does the Council have to fight to get info presented in a manner that makes it easier for comparisons to be made and progress to be discovered? Why does the Finance Director present narratives and financial reports for six months into a new year, sensing they are in error, but making no comment about the past year until the CAFR is published? Where is a CAFR meeting with the Council sharing results with taxpayers? Time will tell.

**Jorge Cruz**  
251 Black Rock Ave., Apt. 2-R  
Bridgeport, CT 06605

WPCA, PSEG, Bridgeport's homicides  
and Cecil Young.

Mr. Cruz came forward and greeted the Council Members. He said that he was member of the DTC for the 131st District and a member of the Emergency Response Team. He said that he had signed up to speak at the last meeting, but there were too many speakers. He said that the WPCA issue had been brought up to Hartford. Mr. Cruz said that he hoped that there would be some correction in the situation.

Mr. Cruz then said that one of the pastors had recently passed away and asked Council Member Spain to have a moment of silence in recognition of this.

He then spoke about the PSEG situation and felt that the Council needs to think about this issue. He said that there was a number of pastors that were complaining about the PSEG actions and felt it was wrong.

He also commented that Mr. Young was still waiting for the Council to address his issues and that he'd been coming to the Council for years about his unjust firing.

Mr. Cruz said that he was sorry to say all the pastors who were present at the last meeting, not one of them mentioned all the homicides that had happened in the City. There was only one group that shows up consistently at crime scenes and that is the Muslim brotherhood.

**Theresa Schneider**  
337 Jewett Avenue  
Bridgeport, CT 06606

Quality of life issues.

Council President called for Ms. Schneider to come forward. There was no response. She called Ms. Schneider's name two more times with no answer.

**Sylvia Marrero**  
415 Jewett Avenue  
Bridgeport, CT 06606

Quality of life issue.

Mr. Robert Marrero Jr. came forward and said that his mother was too ill to come tonight, but his father, Mr. Robert Marrero, Sr. was present. He said that his parents had been residents of the North End for over 30 years and it has been a very peaceful street. He said that his parents were against the idea of having the Catholic Center turn in to a school because it would increase the traffic on the street and decrease the property values. The property is going to need a great deal of work and they wanted to know if this would benefit the City. He said that his parents would appreciate the Council reconsidering this decision.

**David L. Council**  
319 Carroll Avenue  
Bridgeport, CT 06607

Would like to purchase lot located at 327  
Carroll Avenue and fix it up.

Council President called for Mr. Council to come forward. There was no response. She called Mr. Council's name two more times with no answer.

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

Mr. Nicholson came forward and greeted the Council. He said that he was present to echo Mr. Cruz's comments. He said that he wanted to talk about the violence and that jobs would be the cure for this trouble. The kids have no jobs and they have nothing to do. The City pays the police officers thousands to serve and protect, but the officers are not protecting. He wanted to know what Mayor Ganim was doing during the funerals and stopping the violence. He is not giving anyone jobs. However, Mr. Young has been coming to the Council for 12 years and the Council has not done anything to help him. Justice done for one of us is justice for all of us.

Mr. Nicholson said that Council Member Newton had promised during the election that he was a man of his word, but he has not done what he said that he would do to help Mr. Young. Not addressing this issue is wrong. Mr. Nicholson concluded by pointing out that Mayor Ganim is running for governor but he can't even run the City of Bridgeport.

### **ADJOURNMENT**

Council President Nieves closed the public speaking portion at 7:04 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, MARCH 19, 2018**

**7:00 PM**

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

Mayor Ganim called the meeting to order at 7:06 p.m.

**PRAYER**

The Mayor asked Council Member McBride-Lee to lead those present in prayer. Following the conclusion of that prayer, Council Member Spain requested a moment of silence in recognition of the recent passing of Rev. Holloway. Council Member McCarthy also requested that the moment of silence include Terri Pontillo, a long time Bridgeport City employee and another former City employee.

**PLEDGE OF ALLEGIANCE**

Mayor Ganim then led those present in reciting the Pledge of Allegiance.

**ROLL CALL**

The City Clerk called the roll.

130<sup>th</sup> District: Christina Smith, Pete Spain  
131<sup>st</sup> District: Denese Taylor-Moye  
132<sup>nd</sup> District: Marcus Brown, Kyle Langan  
133<sup>rd</sup> District: Jeanette Herron, Thomas McCarthy  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Mary McBride-Lee, Rosalina Roman-Christy  
136<sup>th</sup> District: Alfredo Castillo, Maria Zambrano Viggiano  
137<sup>th</sup> District: Aidee Nieves, Maria Valle  
138<sup>th</sup> District: Karen Jackson, Nessah Smith  
139<sup>th</sup> District: Ernest Newton

A quorum was present. Council President Nieves announced that Council Member Martinez and Council Member Banta were absent due to illness.



**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: February 20, 2018**

**\*\* COUNCIL MEMBER HERRON MOVED THE FEBRUARY 20, 2018 CITY COUNCIL MEETING MINUTES.**

**\*\* COUNCIL MEMBER TAYLOR-MOYE SECONDED.**

**\*\* THE MOTION TO APPROVE THE FEBRUARY 20, 2018 CITY COUNCIL MEETING MINUTES AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**64-17 Communication from Tax Collector re: Refund of Excess Payments – Lereta Mortgage RE: 1839 Main Street, referred to Miscellaneous Matters Committee.**

**65-17 Communication from Tax Collector re: Refund of Excess Payments – Santa Lucia Ralph & Pamela C/O Trustee, referred to Miscellaneous Matters Committee.**

**66-17 Communication from Tax Collector re: Refund of Excess Payments – Sportech, referred to Miscellaneous Matters Committee.**

**67-17 Communication from Finance re: Proposed Approval of General Obligation Bonds – To Refund Certain General Obligation Bonds (Series 2018A), referred to Budget and Appropriations Committee.**

**68-17 Communication from Finance re: Proposed Approval of General Obligation Bonds – To Fund Certain Capital Improvement Projects (Series 2018B), referred to Budget and Appropriations Committee.**

**69-17 Communication from Airport re: Proposed Professional Engineering Services Agreement for On-Call Airport Consulting regarding Sikorsky Memorial Airport, referred to Contracts Committee.**

**\*\* COUNCIL MEMBER HERRON MOVED TO APPROVE THE COMMUNICATIONS TO BE REFERRED TO COMMITTEES AS SUBMITTED.**

**\*\*COUNCIL MEMBER BROWN SECONDED.**

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

Council President Nieves announced there would be an Executive Session for all Council Members regarding pending litigation. Mayor Ganim stated that he would be leaving and would yield the chairmanship of the meeting to Council President Nieves.

*Mayor Ganim left the meeting at 7:15 p.m. Council President Nieves assumed the Chairmanship of the meeting.*

**\*\* COUNCIL PRESIDENT NIEVES MOVED TO ENTER EXECUTIVE SESSION REGARDING PENDING LITIGATION.**

**\*\* COUNCIL MEMBER HERRON SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The Council Members entered into Executive Session to discuss pending litigation with Atty. Bohannon at 7:15 p.m. They returned to public session at 7:45 p.m.

**ADJOURNMENT**

**\*\* COUNCIL MEMBER MCCARTHY MOVED TO ADJOURN.  
\*\* COUNCIL MEMBER JACKSON SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned 7:47 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Service



CITY OF BRIDGEPORT  
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES  
Tax Collector

JOSEPH P. GANIM  
Mayor

COMM. #64-17 Ref'd to Miscellaneous Matters Committee  
on 3/19/2018

DATE: February 22, 2018  
TO: Committee on Miscellaneous Matters  
FROM: Veronica Jones, Tax Collector  
SUBJECT: Refund of Excess Payments

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

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

Lereta  
1121 South Park View Drive  
Covina, CA 91724  
RE: 1839 Main Street

Lereta Mortgage overpaid on behalf of JROD, LLC in error and City is directed to refund the overpayment.

Refund due: \$15,993.56

RECEIVED  
CITY CLERKS OFFICE  
18 FEB 26 PM 12: 26  
ATTEST  
CITY CLERK

1/16-1-15355

LERETA

For Total Escrow Solution Trust  
1123 Park View Drive  
Covina, CA 91724  
(800) 537-3821

EastWest Bank

022683

Date 1/23/2018 Pay Amount \*\*\*\*\*15,993.56\*

Pay \*FIFTEEN THOUSAND NINE HUNDRED NINETY-THREE AND 56 / 100

BRIDGEPORT CITY  
TAX COLLECTOR  
45 LYON TER RM 123  
BRIDGEPORT, CT 06604

⑈022683⑈ ⑆32207038⑆ ⑆8003051797⑈

1/16-1-15355

LERETA

For Total Escrow Solution Trust  
1123 Park View Drive  
Covina, CA 91724  
(800) 537-3821

EastWest Bank

022417

Date 1/10/2018 Pay Amount \*\*\*\*\*15,993.56\*

Pay \*FIFTEEN THOUSAND NINE HUNDRED NINETY-THREE AND 56 / 100

BRIDGEPORT CITY  
TAX COLLECTOR  
45 LYON TER RM 123  
BRIDGEPORT, CT 06604

⑈022417⑈ ⑆32207038⑆ ⑆8003051797⑈

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

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

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2016

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

LERETA  
1123 PARK VIEW DRIVE  
COVINA, CA 91724

2016-01-0015355  
1021--06-----  
1839 MAIN ST

RE: 1839 MAIN ST  
BRIDGEPORT, CT 06604



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

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

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

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2017	32,991.72	0.00	0.00	0.00	32,991.72	
Total Paid	01/16/2018	48,985.28	524.57	0.00	0.00	49,509.85	-15,993.56 ***
Adjusted Refund		-15,993.56	0.00	0.00	0.00	15,993.56	

PLEASE READ, SIGN, AND DATE BELOW:

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

Print Name \_\_\_\_\_ Signature of Taxpayer \_\_\_\_\_ Date \_\_\_\_\_

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or \_\_\_\_\_  
It is recommended that refund\* of property taxes and interest in the amount of 15,993.56  
be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 20 DAY OF February 2018

\_\_\_\_\_  
TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

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

\_\_\_\_\_  
First Selectman  
\_\_\_\_\_  
Other Governing Body  
\_\_\_\_\_  
Clerk

\*\*Cross out abatement or refund as required.

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



CITY OF BRIDGEPORT  
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES  
Tax Collector

JOSEPH P. GANIM  
Mayor

COMM. #65-17 Ref'd to Miscellaneous Matters Committee  
on 3/19/2018

DATE: February 26, 2018  
TO: Committee on Miscellaneous Matters  
FROM: Veronica Jones, Tax Collector  
SUBJECT: Refund of Excess Payments

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

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

Santa Lucia Ralph & Pamela CO Trustee  
Of The Santa Lucia Family Trust  
948 Rose Avenue  
Venice, CA 90291

Trez Corporation overpaid on behalf of Santa Lucia Ralph & Pamela CO Trustee  
Of the Santa Lucia Family Trust in error and City is directed to refund the overpayment.

Refund due: \$12,254.73

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
18 FEB 26 PM 12: 27

**REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES**

Sec. 12-81(20), Sec. 12-124, 12-125, 12-126, 12-127, 12-127a, 12-128, 12-129 Rev. as Amended  
 This is to certify that SANTA LUCIA RALPH & PAMELA CO TRUSTEE

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2016
- Sec. 12-81 (20) Servicemen Having Disability Rating.
  - Sec. 12-124 Abatement to poor.
  - Sec. 12-125 Abatement of Taxes of Corporations.
  - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
  - Sec. 12-127 Abatement or Refund to Blind Persons.
  - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
  - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
  - Sec. 12-129 Refund of Excess Payments.

SANTA LUCIA RALPH & PAMELA CO TRUSTEE  
 OF THE SANTA LUCIA FAMILY TRUST  
 948 ROSE AVENUE  
 VENICE, CA 90291

2016-01-0027007  
 2313--30-----  
 4219 MAIN ST



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

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

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

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2017	24,509.46	0.00	0.00	0.00	24,509.46	
Total Paid	01/23/2018	36,764.19	0.00	0.00	0.00	36,764.19	-12,254.73 ***
Adjusted Refund		-12,254.73	0.00	0.00	0.00	12,254.73	

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

Cindy Holland  
 Print Name

Cindy Holland McDonald's 2/22/18  
 Signature of Taxpayer Date

**COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY**

To the First Selectman, or McDonald's Corp  
 It is recommended that refund\* of property taxes and interest in the amount of 12,254.73 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 21 DAY OF February 2018

**ACTION TAKEN BY GOVERNING BODY**

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

First Selectman \_\_\_\_\_

Other Governing Body \_\_\_\_\_

Clerk \_\_\_\_\_

Mail To :

CITY OF BRIDGEPORT  
 325 CONGRESS STREET  
 BRIDGEPORT, CT 06604

Post-It <sup>®</sup> Fax Note	7671	Date	12/22/18	# of pages	1
To	Cindy Holland	From	John		
Co./Dept.		Co.	Bridgeport Tax Collector		
Phone #	(614) 682-1285	Phone #	(203) 332-3025		
Fax #	(614) 682-1200	Fax #	(203) 332-5628		






Holland Cindy

From: Tran Ann marie  
Sent: Thursday, February 22, 2018 1:52 PM  
To: Holland Cindy; US-Acctg Cols Corp Banking  
Subject: RE: copy of check

Here you go. Thanks.

Warning: This check has multiple safety features. The face of this document has a colored background, not a white background.

 VOID 6 MONTH AFTER DATE OF ISSUE  
771071719

NO. 5000697169

DATE 01/10/2018 AMOUNT \$ 12,254.73

PAY TO THE ORDER OF  
PAYEE: Twelve Thousand Two Hundred Fifty-Four Dollars And Seventy-Three Cents\*\*\*\*

CITY OF BRIDGEPORT-BRIDGEPORT  
325 CONGRESS STREET  
BRIDGEPORT CT 06604  
UNITED STATES

*Karon M. Tran*  
AUTHORIZED SIGNATURE

JPMORGAN CHASE BANK, N.A. COLUMBUS, OH

⑈5000697169⑈ ⑆044115443⑆ ⑈1071719⑈

484006 12 101 01/23/2018 00000  
0000481002

00000000000000028445 M 20180123  
LOCKBOX - FOR DEPOSIT ONLY TO WITHIN NAMED PAYEE  
Webster Bank, NA Waterbury, CT 06720>211170101<

Ann Marie Tran



CITY OF BRIDGEPORT  
OFFICE OF THE TAX COLLECTOR

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

VERONICA JONES  
Tax Collector

JOSEPH P. GANIM  
Mayor

COMM. #66-17 Ref'd to Miscellaneous Matters Committee  
on 3/19/2018

DATE: February 22, 2018  
TO: Committee on Miscellaneous Matters  
FROM: Veronica Jones, Tax Collector  
SUBJECT: Refund of Excess Payments

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

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

Sportech  
600 Long Wharf Drive  
New Haven, CT 06511  
Attn: Cheryl Murray

Sportech overpaid on behalf of Bridgeport Jai Alai in error and City is directed to refund the overpayment.

Refund due: \$93,244.55

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CITY CLERK

**REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES**

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

has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2016

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

**BRIDGEPORT JAI ALAI ASSOC  
 255 KOSSUTH ST  
 BRIDGEPORT, CT 06608**

**2016-01-0004087  
 0804--01X-----  
 255 KOSSUTH ST**



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

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

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

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2017	186,489.10	0.00	0.00	0.00	186,489.10	
Total Paid	01/29/2018	279,733.65	0.00	0.00	0.00	279,733.65	-93,244.55 ***
Adjusted Refund		-93,244.55	0.00	0.00	0.00	93,244.55	

**PLEASE READ, SIGN, AND DATE BELOW:**

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

Print Name \_\_\_\_\_

Signature of Taxpayer \_\_\_\_\_

Date \_\_\_\_\_

**COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY**

To the First Selectman, or \_\_\_\_\_  
 It is recommended that refund\* of property taxes and interest in the amount of 93,244.55  
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 22 DAY OF February 2018

TAX COLLECTOR

**ACTION TAKEN BY GOVERNING BODY**

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

First Selectman \_\_\_\_\_

Other Governing Body \_\_\_\_\_

Clerk \_\_\_\_\_

\*\*Cross out abatement or refund as required.

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

**REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES**

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

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2016
- Sec. 12-81 (20) Servicemen Having Disability Rating.
  - Sec. 12-124 Abatement to poor.
  - Sec. 12-125 Abatement of Taxes of Corporations.
  - Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
  - Sec. 12-127 Abatement or Refund to Blind Persons.
  - Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
  - Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
  - Sec. 12-129 Refund of Excess Payments.

BRIDGEPORT JAI ALAI ASSOC  
 255 KOSSUTH ST  
 BRIDGEPORT, CT 06608

2016-01-0004086  
 0802--02A-----  
 363 KOSSUTH ST



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

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

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

		Tax	Interest	Lien	Fee	Total	Overpaid Tax
Total Due	07/01/2017	8,372.98	0.00	0.00	0.00	8,372.98	
Total Paid	01/29/2018	12,559.47	0.00	0.00	0.00	12,559.47	-4,186.49 ***
Adjusted Refund		-4,186.49	0.00	0.00	0.00	4,186.49	

**PLEASE READ, SIGN, AND DATE BELOW:**

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

Print Name \_\_\_\_\_

Signature of Taxpayer \_\_\_\_\_

Date \_\_\_\_\_

**COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY**

To the First Selectman, or \_\_\_\_\_  
 It is recommended that refund\* of property taxes and interest in the amount of 4,186.49  
 be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 22 DAY OF February 2018

**ACTION TAKEN BY GOVERNING BODY**

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

First Selectman

Other Governing Body

Clerk

\*\*Cross out abatement or refund as required.

Mail To :

CITY OF BRIDGEPORT  
 325 CONGRESS STREET  
 BRIDGEPORT, CT 06604

**BRIDGEPORT JAI ALAI ASSOCITES, LLP**  
**255 Kossuth Street**  
**Bridgeport, CT 06608**  
**203•543•3050**

February 20, 2018

Tax Collector  
 City of Bridgeport  
 325 Congress Street  
 Bridgeport, CT 06604

Ref: 365 Kossuth Street - List 2016 1 0004086  
 255 Kossuth Street - List 2016 1 0004087

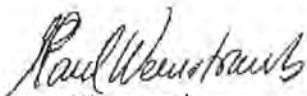
Dear Sir/Madam:

Bridgeport Jai Alai Associates LLP is in agreement for the City of Bridgeport to reimburse the \$97,431.04 overpayment made in January 2018 by our tenant Sportech to the City of Bridgeport for Real Estate taxes.

Sportech in error made the payment of \$97,431.04 on the two properties (please see attached letter). Therefore, we are requesting payment in the amount of \$97,431.04 representing reimbursement directly to Sportech because they made the overpayment for these two properties.

Please issue the payment to: Sportech  
 600 Long Wharf Drive  
 New Haven, CT 06511  
 Attn: Cheryl Murray

Thank you for your consideration in this matter,

  
 Paul Weintraub,  
 Accountant

cc: Sportech, Cheryl Murray  
 File

Sportech Venues Inc.  
600 Long Wharf Drive  
New Haven, CT 06511

## Facsimile transmittal

To: **City of Bridgeport Tax Collectors Office** Fax: **203-332-5628**  
From: **Cheryl Murray** Date: **2/20/2018**  
Re: **Refund over overpayment** Pages: **10**  
Cc: **[Name]**

Urgent  For review  Please comment  Please reply  Please recycle

Hello,

Per our discussion on 2/13, I had requested that Sportech Venues Inc. be refunded for an overpayment on some real estate and personal property taxes that are listed under the name of Bridgeport Jai Alai Association.

Attached is the letter as requested from Bridgeport Jai Alai in addition to the backup to support our claim that the refund should be sent back to Sportech.

Can you please send the refund check to my attention at the address below:

Sportech Venues Inc.


Attn: Cheryl Murray

600 Long Wharf Drive

New Haven, CT 06511

If you have any additional questions, please feel free to e-mail me at [cheryl.murray@sportech.net](mailto:cheryl.murray@sportech.net) or call me at 203-361-3408.

Regards,



Cheryl Murray

# Confidential



CITY OF BRIDGEPORT  
**DEPARTMENT OF FINANCE**  
**MARGARET E. MORTON GOVERNMENT CENTER**  
 999 Broad Street  
 Bridgeport, Connecticut 06604  
 Telephone 203-576-7251 Fax 203-576-7067

JOSEPH P. GANIM  
 Mayor

KENNETH A. FLATTO  
 Finance Director/CFO

COMM. #67-17 Ref'd to Budget & Appropriations Committee  
 On 03/19/2018.

To: Bridgeport City Council  
 From: Kenneth Flatto, Director of Finance  
 Date: March 14, 2018

**FY19 Bond Resolutions to the City Council – referral to Budget and Appropriations Committee:**

- **Proposed 2018 Refunding Issuance (Series 2018A)**
- **Proposed 2018 Capital Project Bond Issuance (Series 2018B)**

The City of Bridgeport Finance Department and Mayor are recommending that the City Council adopt two Resolutions approving 2018 General Obligation (G.O.) Bond issuances as follows:

- (a) a new money G.O. Bond Issuance for financing various Capital project needs of approximately \$25 million from adopted Capital Improvement Plans for FY18 and for the coming FY19 year.
- (b) an annual refunding of up to \$95 million of currently existing city bonds.

The purpose is to allow the City to take advantage of relatively historically low interest rates, at a time when scenarios project rates moving higher the next several years. This will allow the City to achieve budgetary savings for the next several years and avoid higher debt service costs over the long term.

The City has been quite successful in its recent borrowings. By accelerating 2016 and 2017 bonds issuances earlier than the normal cycle, the City literally reduced and avoided over \$15 million in future higher debt service budget costs over from FY2018 to FY2038. As with all recent bond issuances, these Bonds will be placed through a negotiated underwriting.

Specific information on the capital projects to be funded will be furnished to the Budget and Appropriations Committee once the Council determines the FY19 Capital Plan and such appendix will be added to the resolution Schedule A.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim  
 Nestor Nkwo, OPM Director  
 Thomas Gaudett, Assistant to the Mayor  
 Angel DePara, Assistant to the CAO

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 18 MAR 14 PM 1:16  
 ATTEST  
 CITY CLERK

# CITY OF BRIDGEPORT, CONNECTICUT

To the City Council of the City of Bridgeport:

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

NO. \_\_\_\_\_

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

**BE IT RESOLVED**, that having received the recommendation of the Mayor of the City of Bridgeport (the "City") with respect to the action authorized herein, the City Council of the City of Bridgeport hereby approves the issuance of general obligation bonds secured by the City's full faith and credit (the "Refunding Bonds"), in an amount up to \$95,000,000 (exclusive of Financing Costs, as hereinafter defined) for the purposes of (i) refunding such portions of the outstanding maturities (including the payment of principal, accrued interest and any call premium) of the City's General Obligation Refunding Bonds, 2004 Series C, the City's General Obligation Refunding Bonds, 2012 Series B, the City's General Obligation Bonds, 2014 Series A, the City's General Obligation Bonds, 2016 Series A, the City's General Obligation Refunding Bonds, 2016 Series B, the City's General Obligation Refunding Bonds, 2016 Series C, the City's General Obligation Bonds, 2016 Series D, the City's General Obligation Bonds, 2016 Series E, the City's General Obligation Bonds, 2017 Series A, and such other outstanding general obligation bonds of the City (collectively, the "Prior Bonds") as are determined by the Mayor, the Finance Director and the Treasurer (collectively, the "Officials") to be in the best interest of the City to refund; and (ii) financing such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Officials shall approve for the funding of necessary and appropriate

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financing and/or issuance costs including, but not limited to legal, financial advisory, escrow fees, verification fees, investments fees, net temporary interest or other financing and transactional costs, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the costs of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and

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

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

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

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

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

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

**BE IT FURTHER RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Refunding Bonds to execute and deliver on behalf of the City such reimbursement agreements, remarketing agreements, standby bond purchase agreements,

interest rate swap agreements, and any other appropriate agreements the Officials deem necessary, appropriate or desirable to the restructuring of the City's debt, of which the Refunding Bonds are a component, and the Officials are hereby authorized on behalf of the City to secure the payment of such agreements with the full faith and credit of the City, if they deem it necessary, appropriate or desirable; and

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



CITY OF BRIDGEPORT  
**DEPARTMENT OF FINANCE**  
 MARGARET E. MORTON GOVERNMENT CENTER  
 999 Broad Street  
 Bridgeport, Connecticut 06604  
 Telephone 203-576-7251 Fax 203-576-7067

JOSEPH P. GANIM  
 Mayor

KENNETH A. FLATTO  
 Finance Director CFO

COMM. #68-17 Ref'd to Budget & Appropriations Committee  
 on 03/19/2018.

To: Bridgeport City Council  
 From: Kenneth Flatto, Director of Finance  
 Date: March 14, 2018

**FY19 Bond Resolutions to the City Council – referral to Budget and Appropriations Committee:**  
 - Proposed 2018 Refunding Issuance (Series 2018A)  
 - Proposed 2018 Capital Project Bond Issuance (Series 2018B)

The City of Bridgeport Finance Department and Mayor are recommending that the City Council adopt two Resolutions approving 2018 General Obligation (G.O.) Bond issuances as follows:

- (a) a new money G.O. Bond Issuance for financing various Capital project needs of approximately \$25 million from adopted Capital Improvement Plans for FY18 and for the coming FY19 year.
- (b) an annual refunding of up to \$95 million of currently existing city bonds.

The purpose is to allow the City to take advantage of relatively historically low interest rates, at a time when scenarios project rates moving higher the next several years. This will allow the City to achieve budgetary savings for the next several years and avoid higher debt service costs over the long term.

The City has been quite successful in its recent borrowings. By accelerating 2016 and 2017 bonds issuances earlier than the normal cycle, the City literally reduced and avoided over \$15 million in future higher debt service budget costs over from FY2018 to FY2038. As with all recent bond issuances, these Bonds will be placed through a negotiated underwriting.

Specific information on the capital projects to be funded will be furnished to the Budget and Appropriations Committee once the Council determines the FY19 Capital Plan and such appendix will be added to the resolution Schedule A.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim  
 Nestor Nkwo, OPM Director  
 Thomas Gaudett, Assistant to the Mayor  
 Angel DePara, Assistant to the CAO

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 CITY CLERK

**CITY OF BRIDGEPORT CONNECTICUT**

To the City Council of the City of Bridgeport:

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

NO. \_\_\_\_\_

**APPROVAL OF GENERAL OBLIGATION BONDS –  
To Fund Certain Capital Improvement Projects**

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**WHEREAS**, the City Council of the City of Bridgeport (the “City”) has previously adopted various Five Year Capital Plans, including the City’s Five Year Capital Plan for Fiscal Year 2019-2023, as amended (the “2019-2023 Capital Plan”); and

**WHEREAS**, the Charter of the City requires that authorization to borrow against any Five Year Capital Plan be approved by the City Council; and

**WHEREAS**, the City Council has determined it to be in the best interest of the City to approve borrowing authorization for the 2019-2023 Capital Plan in the amount of \$ \_\_\_\_\_ for the various capital projects as more particularly listed on Exhibit A attached hereto (the “Projects”); and now therefore, be it

**RESOLVED**, that having received the recommendation of the Mayor of the City with respect to the action authorized herein, the City Council hereby approves the appropriation of the amounts necessary to: (i) fund the Projects in an aggregate principal amount not to exceed \$ \_\_\_\_\_ and the issuance of general obligation bonds secured by the City’s full faith and credit (the “Bonds”), in an aggregate principal amount not to exceed \$ \_\_\_\_\_ (exclusive of Financing Costs, as hereinafter defined) for the purposes of funding the Projects; and (ii) finance

such additional costs and expenses, in an amount not to exceed ten percent (10%) of such authorization, as the Mayor, the Finance Director, and the Treasurer (collectively, the "Officials") shall approve for the funding of necessary and appropriate financing and/or issuance costs including, but not limited to legal, advisory, credit enhancement, trustee, underwriters' discount, printing and administrative expenses, as well as the cost of the establishment and maintenance of any reserve pursuant to Chapter 109, Chapter 117 and other chapters of the Connecticut General Statutes (the "Financing Costs"); and be it further

**RESOLVED**, the Officials are further authorized on behalf of the City to make temporary borrowings as authorized by the Connecticut General Statutes and to issue temporary notes of the City in anticipation of the receipt of proceeds from the sale of the Bonds to be issued pursuant to this resolution and such notes shall be issued and renewed at such time and with such maturities, requirements and limitations as provided by statute; notes evidencing such borrowings shall be executed in the same manner as if they were bonds and the officials shall determine the date, maturity, interest rates, form and manner of sale, including negotiated sale, and other details of said notes consistent with the provisions of this resolution and the Connecticut General Statutes and shall have all powers and authority as in connection with the issuance of bonds; and be it further

**RESOLVED**, that the City Council authorizes and approves that the Bonds be secured by the City's property taxes, including interest, penalties and related charges, pursuant to Chapter 117 and other chapters of the Connecticut General Statutes, and, if deemed necessary or appropriate by the Officials and in the City's best interest, hereby authorizes the Officials: (i) to establish a property tax intercept procedure and a debt service payment fund pursuant to Chapter 117 of the Connecticut General Statutes, §7-560 et seq., and other Chapters of the Connecticut General

Statutes, on such terms as the Officials deem necessary or appropriate, and (ii) all further actions which the Officials deem necessary or appropriate to so secure the Bonds or which are contemplated by law; and be it further

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

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



obligations arising under the credit enhancement, including the establishment of a reserve from proceeds of the Bonds; and be it further

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

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

**RESOLVED**, that the Bonds shall be signed by the Officials provided that such signatures of any two of such officers of the City affixed to the Bonds may be by facsimiles of

such signatures printed on the Bonds, and each of such Officers and any designee of any of them is authorized to take such actions, and execute such agreements, instruments and documents, on behalf of the City, that they deem necessary, appropriate or desirable to consummate the intendment of this and the foregoing resolutions; and be it further

**RESOLVED**, that the City Council hereby authorizes the Officials in connection with the issuance of the Bonds to allocate any unused bond proceeds to other City projects authorized for bonding, consistent with the applicable tax and other laws, as deemed to be necessary or advisable and in the best interests of the City by the Officials; and be it further

**RESOLVED**, that the Officials are hereby authorized to apply for and accept any available State or federal grant in aid of the financing of the Project, and to take all action necessary or proper in connection therewith.

Exhibit A

FY 2019-2023 Five Year Capital Plan Bonding Authorization

[List to be added at BAC Committee Meeting, upon adoption of FY19 Capital Plan and shall include some of the items from such FY19 Capital Plan and include one item remaining to partially bond from FY18 Capital Plan \$3 million for Libraries]



# CITY of BRIDGEPORT SIKORSKY MEMORIAL AIRPORT



Administrative Office - 1000 Great Meadow Road - Stratford, CT 06615  
Telephone (203) 576-8162 - Fax (203) 576-8166


COMM. #69-17 Ref'd to Contracts Committee on 03/19/2018.  
March 14, 2018

Ms. Lydia N. Martinez, City Clerk  
City of Bridgeport - City Hall  
45 Lyon Terrace, Room 204  
Bridgeport, CT, 06604

Ref: City Council Resolution - On-Call Airport Consultant Professional Agreement

Dear Ms. Martinez:

Sikorsky Memorial Airport wishes to enter into a Professional Engineering Services Agreement for On-Call Airport Consulting. We request that you please place this matter on the March 19, 2018 City Council Agenda for consideration and requested referral to the ~~Public Safety and Transportation~~ Contracts Committee on April 3, 2018.

*Contracts* 

Sincerely,



Michelle Muoio, PMP  
Airport Manager

Enc: Proposed Resolution  
Contract for On-Call Airport Consulting Professional Services Agreement

RECEIVED  
CITY CLERKS OFFICE  
18 MAR 14 PM 1:53  
ATTEST  
CITY CLERK

**Resolution by the Bridgeport City Council**

**Regarding the**

**Sikorsky Memorial Airport**

**On-Call Airport Consulting Professional Engineering Services Agreement**

**WHEREAS**, the City of Bridgeport requires professional expertise to plan, develop, and implement various airport studies and improvement projects designed to enable the airport to operate to its fullest potential and in accordance with Federal Aviation Administration (FAA) regulations; and

**WHEREAS**, the current professional services agreement between the City of Bridgeport and AECOM to obtain such expertise is not valid for new studies or projects, and the City of Bridgeport has used a Request for Qualification (RFQ) process to solicit interest from qualified and experienced firms to enter into a new professional services agreement; and

**WHEREAS**, Sikorsky Memorial Airport is sorely in need of an Airport Master Plan Update and it is in the best interest the City of Bridgeport to begin this effort as soon as possible; and

**WHEREAS**, the selected consultant will be utilized to assist the City of Bridgeport in developing and submitting an Airport Master Plan Update grant application to the FAA no later than May 1, 2018, in accordance with FAA Airport Improvement Program (AIP) deadlines.

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

1. That it is cognizant of the City of Bridgeport's intention to enter into the Professional Engineering Services Agreement for On-Call Airport Consulting with the successful consultant, selected through the recent RFQ process, and to continue to engage in airport studies and projects which may be federally funded; and
2. That it hereby authorizes, directs and empowers the Joseph P. Ganim, Mayor, or his designee to execute the Agreement entitled "Professional Engineering Services Agreement" substantially in the form attached hereto and made a part hereof, subject to the approval of the Office of the City Attorney with the selected consultant to serve as the master backbone agreement for future airport studies and projects which may be federally funded.

ON-CALL

AIRPORT CONSULTING

PROFESSIONAL ENGINEERING SERVICES AGREEMENT

BETWEEN

CITY OF BRIDGEPORT

AND

---

Draft

2/21/2018

## PROFESSIONAL TASK-ORDER SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Igor I. Sikorsky Memorial Airport's ("Airport") Manager (hereinafter referred to as "**City**" or "**Owner**") and \_\_\_\_\_, a \_\_\_\_\_ having \_\_\_\_\_ an \_\_\_\_\_ address \_\_\_\_\_ at \_\_\_\_\_ (hereinafter referred to as "**Consultant**" or "**Contractor**").

WHEREAS, the City released a Request for Qualifications for one or more on call airport consultants which is attached hereto and made a part hereof as **Exhibit A**;

WHEREAS, the Consultant submitted its qualifications/proposal which is attached hereto and made a part hereof as **Exhibit B**;

WHEREAS, the City selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation for a contract for on-call professional airport related services for task driven toward the improvements and operations to the City's Airport (more than one chosen consultant may be entering into such a task driven contract);

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

### DEFINITIONS

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

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

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

"**Consultant's Representative**" means a specific individual or individuals designated in writing by the Consultant to the City from time to time as its representative

or representatives with respect to the Project as hereinafter defined. At the inception of this Agreement, the Consultant's Representative shall be \_\_\_\_\_.

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

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

**"Project" or "Services"** means the performance of various airport plans and projects to be undertaken by Sikorsky Memorial Airport over the next five years. Projects will primarily include those funded by the FAA and the CAA, but may include municipal or private funded projects as well.

Projects may include, but are not limited to, the following: Airport Master Plan Update; Pavement Study; Runway Rehabilitation; Taxiway Redesign and/or Rehabilitation; Apron Improvements; and Hangar Location & Design.

Services may include, but are not limited to, the following:  
Project coordination and administration, including AIP funding applications and AIP funding close outs; Services required to prepare complete and accurate plans and specifications and bid documents; Conduct planning and environmental studies, as necessary; Preparing permit applications and securing permits, as necessary, including requirements under NEPA, CEPA, State, County, and local authorities, as required; Conducting bidding services and construction administration and observation.

The scope of work, application, and supporting documents for each task order shall be developed by the consultant when requested by the City of Bridgeport.

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

**"Services"** means the delivery of Airport related projects or services and other necessary and related professional services required by a Task Order for the completion of the work described therein.

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



"Term" means the duration of this Agreement, commencing upon the date specified by the City in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) five (5) years from the date hereon, whichever event shall first occur. The City reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

## ARTICLE I BASIC AGREEMENT

### 1.1 Structure of the Agreement

A. **Consultant's Qualifications.** The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in the provision of Airport related products and services accordance with the requirements of the City as set forth in one or more Task Orders. The Consultant will prepare and present to the City for review and acceptance all required data and deliverables as determined by the Project Manager and City, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the City.

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

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

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

shall also be listed as individual line items. After negotiations with the City, the manpower estimate shall be attached to the Task Order.

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

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

A. **Basis.** The Consultant shall be compensated for each Task Order on an hourly basis based upon the fee schedule attached hereto as **Exhibit D** set forth to the City monthly by invoice, by achievement of certain milestones, or as may otherwise be set forth in the specific Task Order. If required by the City, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (see **Exhibit E**) in order for the City to appropriately allocate funds for such Compensation.

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

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

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

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted for Services rendered during the previous month or upon achieving a certain milestone. The City shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within sixty (60) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid

on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the City based upon a good faith dispute with the Consultant.

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

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the City shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the City other than the Airport Manager which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the City within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the City's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants. Nothing contained herein shall oblige the City for payment of Unauthorized Charges.

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

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

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the City and the Consultant relating to the work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval

of the City unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the City, at the written request of City. If the City requests that the Consultant's Representative be replaced, the City shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the City in the City's sole discretion, is not provided promptly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

K. **Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business. The City, its agent(s), or the

representatives of any funding source shall have the right to inspect such records from time to time, with or without prior notice, during normal business hours of the Consultant.

## ARTICLE II CONSULTANT'S RESPONSIBILITIES

### 2.1 General Description of Services

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

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

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

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

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

## ARTICLE III

### INFORMATION AND COMMUNICATION

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

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

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

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

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



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

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

## ARTICLE IV

### REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the City thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the City shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement or in any specific Task Order required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the City to the Consultant, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the City terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the subject of arbitration, if the City's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for

convenience by the City and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

**4.2 Default by City.** In the event the City shall fail to perform any of its material obligations pursuant to this Agreement ("**City's Default**"), the Consultant shall give written notice within fourteen (14) days to the City. In the event that the City fails to cure a payment default within thirty (30) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the City to be in default hereunder and exercise any remedies available to it.

**4.3 Termination by City Due to Consultant's Default.** If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the City shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within fifteen (15) days after receipt of such notice, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it. The City may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all databases, plans, specifications, drawings, analyses, samples and other data and software prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the City may deem expedient. Additionally, the City may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the City for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

**4.4 Termination by Consultant.** Should the City commit a default hereunder and the City's Default continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the City all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the City other than payment for Services performed up to the date of termination and Reimbursable Expenses.

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

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

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

**4.8 Claims For Additional Compensation and Time.** If an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the City in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the City. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

## **ARTICLE V INDEMNIFICATION AND INSURANCE**

**5.1 Indemnification.** The Consultant represents and warrants that it will employ its best professional judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest

extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "**Indemnitor**"), agrees to indemnify, save and hold City, its elected officials, department heads, employees, subcontractors and consultants (the "**Indemnitee**") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses related to the services performed by Consultant, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

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

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

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

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

this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

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

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

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

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

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

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

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

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

## ARTICLE VI MISCELLANEOUS

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

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

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

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

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

mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

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

6.7 **City's Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer Airports, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the City, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The City and any entity affiliated with the City may reuse all such documents and data for future work in connection with the Enterprise GIS System or for future Projects. Notwithstanding the above, Consultant will maintain exclusive ownership, rights, title and interest, to include all associated intellectual property, to Consultant's Preexisting Materials. Consultant will agree to grant to Owner a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, distribute, perform, display and transmit Consultant's preexisting materials, but only to the extent such Consultant Preexisting Materials are embodied in, incorporated into and made a part of the work product. In addition, Owner acknowledges that Consultant may incorporate into the work product certain software, applications, components and other materials subject to intellectual property rights owned by third parties other than Consultant ("Third Party Intellectual Property"). To the extent any such Third party Intellectual Property is incorporated into the work product, Consultant will ensure that Consultant has all necessary licenses and other rights to such Third party Intellectual Property so that it may be incorporated into the work product or used by the Consultant in performance of the Services. Neither party shall acquire any ownership rights in any Third Party Intellectual Property as an incident to its performance under this Agreement.

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

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

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

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

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

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

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

6.15 **Excusable Delay.** The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme and unseasonable weather conditions, natural disasters, catastrophic events, mass casualties to persons or significant destruction of property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay,



its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope of Services, and may result in the need to adjust the Compensation in accordance with the terms of this Agreement.

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

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

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

## ARTICLE VII

### FEDERAL AVIATION REQUIRED CLAUSES:

It is anticipated that the majority or all of the Services to be provided under the individual task orders will be of the nature of professional services. In the event that any task order involves engaging in additional work which might be related to or involve some level of construction or construction related activities, certain of the following provisions shall apply in addition to professional services.

## 7.1 FAA REQUIRED PROFESSIONAL CONTRACTUAL PROVISIONS

(NO CONSTRUCTION OR CONSTRUCTION OVERSIGHT)

**ACCESS TO RECORDS AND REPORTS:** The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

**BREACH OF CONTRACT:** Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants or subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### **CIVIL RIGHTS:**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant, subconsultants and subcontractors for the period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **Title VI Solicitation Notice:**

The City of Bridgeport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### **Compliance with Nondiscrimination Requirements:**

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

**Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**Nondiscrimination:** The Contractor, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

**Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the

interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

**CLEAN AIR/WATER POLLUTION CONTROL:** Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to

report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds \$150,000.

**DEBARMENT AND SUSPENSION:** By entering into this Agreement, the Consultant certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The Consultant, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**DISADVANTAGED BUSINESS ENTERPRISE:**

**Contract Assurance (§ 26.13) –**

The Consultant, subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime Consultant agrees to pay each subconsultant or subcontractor under this prime contract for satisfactory performance of its contract no later than ten (10) days from the receipt of each payment the prime Consultant receives from the City of Bridgeport. The prime Consultant agrees further to return retainage payments to each subcontractor within ten (10) days after the subconsultant or subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written

approval of the City of Bridgeport. This clause applies to both DBE and non-DBE subconsultants or subcontractors.

**DISTRACTED DRIVING:** In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

**ENERGY CONSERVATION:** Consultant, subconsultant and subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201 *et seq*).

**FEDERAL FAIR LABOR STANDARDS:** All contracts and subcontracts that result from this Agreement incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**FOREIGN TRADE RESTRICTION:** By entering into this Agreement, the Consultant certifies that with respect to this Agreement, the Consultant –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Consultant must provide immediate written notice to the Owner if the Consultant learns that its certification or that of any subconsultant or subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants and/or subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subconsultants or subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a consultant or contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant or subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Consultant has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when entering into this Agreement. If it is later determined that the Consultant, subconsultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the City, the cancellation of the contract or subcontract for default at no cost to the City or the FAA.

**LOBBYING FEDERAL EMPLOYEES:** The Consultant certifies by signing this Agreement, to the best of his or her knowledge and belief, that:

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

connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

**OCCUPATIONAL SAFETY AND HEALTH:** This Agreement and all subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**RIGHTS TO INVENTIONS:** Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This Agreement incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Consultant must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

**SEISMIC ACTIVITY:** In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.



**TAX DELINQUENCY AND FELONY CONVICTION:**

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Certifications**

- 1) The Consultant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Consultant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

**TERMINATION OF CONTRACT:**

**TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**VETERAN'S PREFERENCE:** In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier consultants or contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans

include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **7.2 ADDITIONAL FAA REQUIRED PROFESSIONAL/CONSTRUCTION CONTRACTUAL PROVISIONS**

(IF SCOPE UNDER ANY APPLICABLE TASK ORDER INVOLVES CONSTRUCTION, ALTERATION OR REPAIR UNDER 29 CFR PART 5, Construction Work under 41 CFR Sec. 60, and US Dept. of Labor OR CONSTRUCTION OVERSIGHT)

### **AFFIRMATIVE ACTION:**

1. The Consultant's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Timetables**

Goals for minority participation for each trade:	6.3%
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated

starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is State of Connecticut.

**BUY AMERICAN:** The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

#### **CONTRACT WORK HOURS AND SAFETY STANDARDS:**

##### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

##### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

##### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such

contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

**COPELAND ANTI-KICKBACK:** Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

#### **DAVIS BACON REQUIREMENTS:**

##### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at [www.dol.gov/whd/forms/wh347instr.htm](http://www.dol.gov/whd/forms/wh347instr.htm) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency

is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency



recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to

utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

#### 8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

#### 9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

### **EQUAL OPPORTUNITY:**

During the performance of this contract, the Contractor agrees as follows:

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

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

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

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

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

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

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency

the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract

shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs

funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**PROHIBITION ON SEGREGATED FACILITIES:**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

**RECOVERED MATERIALS:**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

The contract requires procurement of \$10,000 or more of a designated item during the fiscal year;  
or

The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.



The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

**SEISMIC SAFETY:** The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

#### **TERMINATION:**

##### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR DEFAULT (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

#### **TERMINATION FOR DEFAULT (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

**FAA SUBORDINATION**

Should any provision of this Agreement is found to be in violation of or in contradiction to any of the Owner's FAA obligations and/or assurances, the Owner's FAA obligations and/or assurances shall control and the parties agree to Amend this Agreement at any time necessary to bring this Agreement into conformance.

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

**CITY OF BRIDGEPORT**

By: \_\_\_\_\_  
Joseph P. Ganim  
Its: Mayor

**CONSULTANT**

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

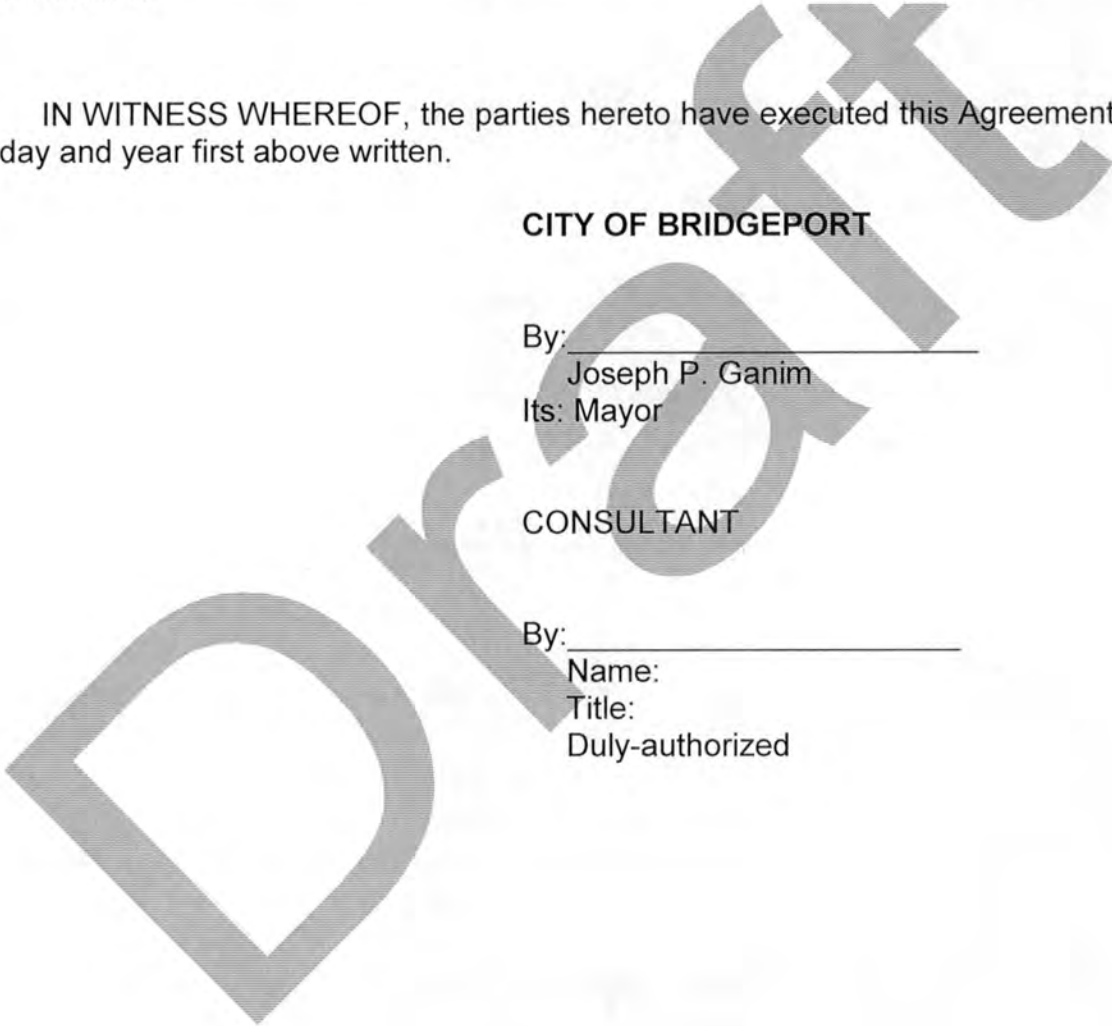


EXHIBIT A

RFQ

Draft

Consultant's Proposal

Draft

## Exhibit C

### Task Order Format

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

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

Project Background Description

Project Understanding

Objectives

#### Section A—Scope of Services

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

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

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

#### Section B—Task Schedule

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

#### Section C—Compensation

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

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

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

**Section D—Owner’s Responsibilities**

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

**Section E—Other Provisions (Including but not limited to Grant funding requirements)**

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

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

Owner

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

Name:

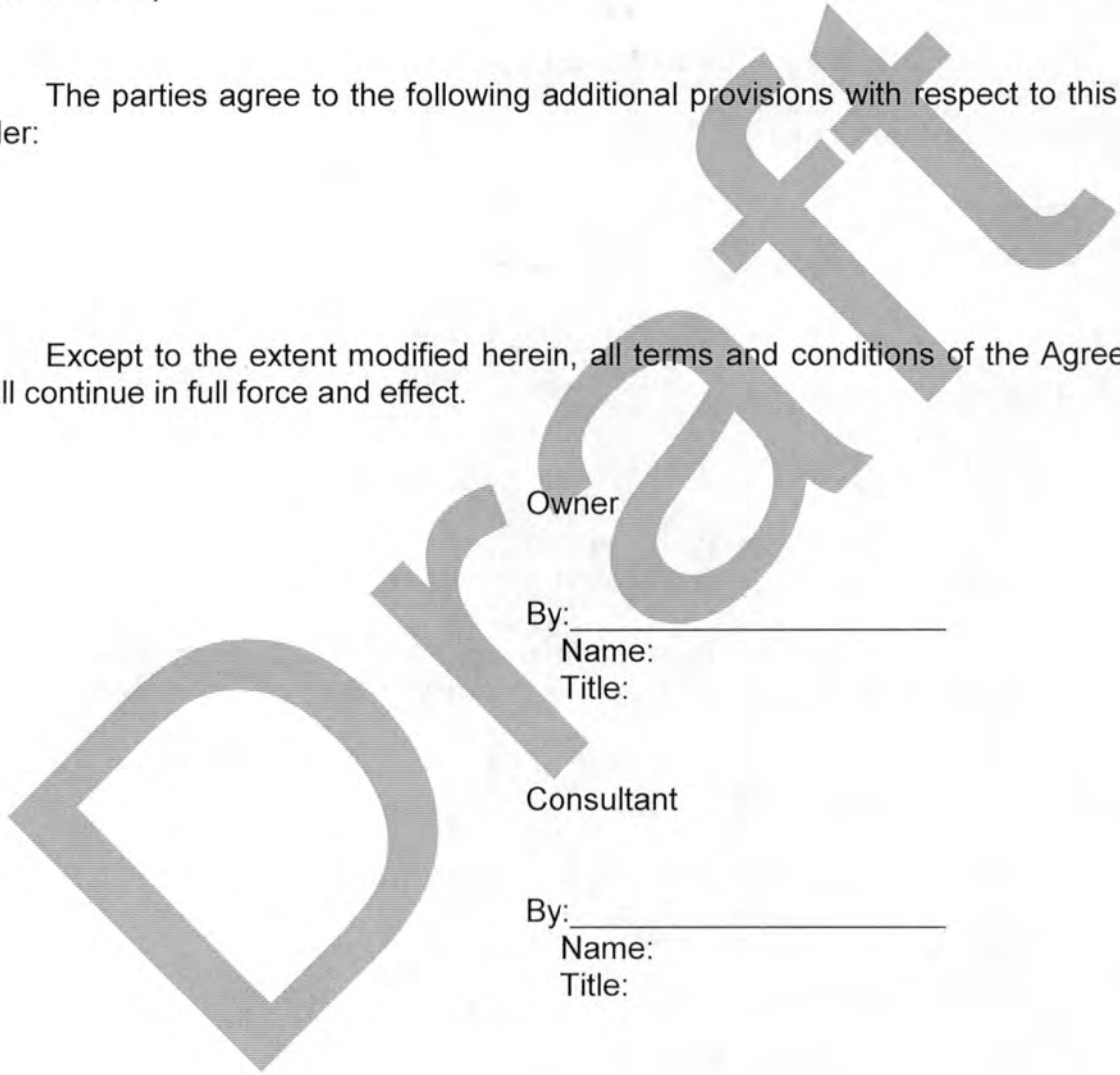
Title:

Consultant

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

Name:

Title:



Hourly Billing Rates of Consultant

Draft



**Reimbursable Expenses**

Reimbursable Expenses shall include the following:

- 1.
- 2.
- 3.
- 4.

Draft

## Exhibit F

### Nondiscrimination

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

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

part and such other sanctions may be imposed and remedies invoked as are provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

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