

AGENDA  
CITY COUNCIL MEETING  
MONDAY, MARCH 18, 2019

7:00 P.M.  
CITY COUNCIL CHAMBERS, CITY HALL - 45 LYON TERRACE  
BRIDGEPORT, CONNECTICUT

Prayer

Pledge of Allegiance

Roll Call

City Council Citation: Recognizing the Primary Care Action Group for its Annual "Know Your Numbers" Health Campaign.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: February 19, 2019

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 51-18** Communication from Mayor re: Proposed Five-Year Capital Plan for Fiscal Years 2020-2024, referred to Budget and Appropriations Committee.
- 52-18** Communication from Finance re: Proposed Approval of the De-Authorization of Projects Previously Approved for Bonding Authority, referred to Budget and Appropriations Committee.
- 55-18** Communication from Engineering re: Proposed Agreement with WSP USA Inc. for Consulting Engineering Services for the Design of Park Avenue Traffic Signal Upgrade, utilizing Funding from the Congestion Mitigation Air Quality (CMAQ) Program, State Project: 15-376 and Federal Aid Project: 1015(136), referred to Public Safety and Transportation Committee.
- 56-18** Communication from Public Facilities re: Proposed Lease Agreement with East Main Development, LLC for the East Side Senior Center located at 1053-1057 East Main Street and 440 Arctic Street, referred to Contracts Committee.
- 57-18** Communication from Police Department re: Proposed Trade Agreement with Smith & Wesson for the Upgrade of Firearms in Exchange for Receiving Older Firearms and Magazines at no cost to the City, referred to Miscellaneous Matters Committee.

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

- 53-18** Resolution presented by Council Member Langan re: Proposed request that the installation of "On-Street" parking control signs be placed on Wood Terrace with appropriate signage and street markings to ensure safety and livability for residents, referred to Board of Police Commissioners.
- 54-18** Resolution presented by Council Member Langan re: Proposed request that a study be done for the installation of "No Parking During Office Hours" signs to be located at 702-812 State Street, referred to Board of Police Commissioners.

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

- \*24-18** Public Safety and Transportation Committee Report re: Resolution regarding the Acceptance of Easements on 39 Pine Street and 450 Wordin Avenue and the Subordination of Easements in SCG's ELURs.
- \*45-18** Public Safety and Transportation Committee Report re: Resolution regarding the "2019" First Round Sidewalk Repair Pilot Program.
- \*26-18** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health for Preventative Health Block Grant (#19605).
- \*27-18** Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health for Preventative Health Block Grant - Heart Disease and Stroke Prevention: Hypertension Project (#19609).
- \*37-18** Special Committee on CDBG Report re: (Ref. #108-17) Substantial Amendment to the City's Consolidated Plan for Housing & Community Development (2013-2018) and PY 44 Annual Plan and multiple CDBG Program Years.
- \*33-18** Joint Committee on Contracts & Economic and Community Development and Environment re: Resolution Authorizing Execution of a Land Development Agreement ("LDA") with Primrose Companies, Inc. for the Mixed-Use Development of Congress Plaza Commons located on the corner of Main Street and Congress Street.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 18, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Dasha Spell 284 Beechwood Avenue Bridgeport, CT 06604	CSMA/BOE and Community.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Fiscal Governance.
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Cover up of unjust termination.
Myron Dukes 184 Harriet Street Bridgeport, CT 06608	Targeted and banned from public event.
Lisa Fedick Wonderland of Ice 123 Glenwood Avenue Bridgeport, CT 06610	The new rinks in Bridgeport.
John Ferguson Wonderland of Ice & Ferguson Sports 123 Glenwood Avenue Bridgeport, CT 06610	The new rinks in Bridgeport.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING  
MONDAY, MARCH 18, 2019  
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 6:30 p.m.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

130th District: Christina Smith, Pete Spain.  
131st District: Jack Banta, Denese Taylor-Moye  
132nd District: Marcus Brown, Kyle Langan  
133rd District: Michael Defilippo, Jeanette Herron  
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135th District: Mary McBride-Lee, Rosalina Roman-Christy  
136th District: Alfredo Castillo, Maria Zambrano-Viggiano  
137th District: Aidee Nieves  
138th District: Nessah Smith, Karen Jackson  
139th District: Ernie Newton, Eneida Martinez

RECEIVED  
CITY CLERK'S OFFICE  
19 MAR 22 AM 11:50  
ATTEN: CITY CLERK

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MARCH 18, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

**NAME**

**SUBJECT**

**Dasha Spell**

CSMA/BOE and Community.

284 Beechwood Avenue  
Bridgeport, CT 06604

Ms. Spell came forward and greeted everyone. She said that she was pleased to see all the Junior Council members.

Ms. Spell said that right now the BOE would be having a meeting to discuss the budget. She stated that Out of District placements can cost up to \$80,000 plus per student. The Charter Schools cost \$19 million plus, and mentioned that the Magnet programs, which non-Bridgeport

students can attend, costs \$26 million. There are no reimbursements from other towns for many of those non-resident students. There are many items removed from the budget but the Council finds money for other projects. Bridgeport loses a student every week. The City needs to do better. This is an election year.

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

Fiscal Governance.

Good evening City Council members as well as neighbors and fellow taxpayers:

I have with me tonight the latest two publications of the City Print Shop that are made available to you with color charts, wonderful content dividers and bound in such ways as to be more durable, than some of the items that we bond. (For instance on page 31 of the 2018 Comprehensive Annual Financial Report (CAFR) is a chart listing assets and the years assumed for average depreciation. We find Vehicles, like Police Cars to have a 3-5 year life time. What happens when we fund those same cars with 20 year money? Have they gone into the crusher 15 years before the debt is paid?)

Do you know the large numbers that are referenced infrequently regarding City finances? CAFR page 74 treats the subject of Other Postemployment Benefits (OPEB). As of July 2016 the plan covers 3130 inactive employees receiving benefit payments and 3757 Active employees who will expect such benefits in the future. The liability currently stands at \$942,079, 091. The fiduciary trust for the fund holds \$100,013. That means that 99.9% of the liability is UNFUNDED. Page 74 tells us that an ordinance passed by the Council, includes the City Finance Director, one Council member, one BOE member, the Mayor and three other folks who specialize in employee benefits or finance as Trustees. Who are these people? When do they meet? Who is your liaison? Where are reports about the liability as well as agendas and minutes maintained? Almost \$1 Billion.....

Education of our youth is a top priority for most people, even if not so mentioned in recent Mayoral annual budget reports to the BRBC or taxpayers. It's a big number but do you know what we spend on Education? I suggest you turn to page 10 and 11 in the CAFR. Several color charts appear with little or no explanation. On page 11 the chart should bear a heading that indicates the numbers are (in 000s). Education expenditures in 2017 and 2018 are actually around \$407 Million each year. Did you know that? When I raised that number before seven BOE members last Monday afternoon at their selection meeting, not one of them recognized such sum as a total of expenditures annually during the past two years. If we assume that the chart on page 11 uses the same underlying data as on page 10, where BOE expenses are listed at 49% of City of Bridgeport Expenses – Primary, it means that your annual budget process is providing oversight on only about 70% of City expenditures of \$820 Million in recent years. Don't believe me? Do the math? Ken Flatto wrote the narrative and admits to reading it, but where is the explanation that shows where all the numbers come from? And you can ask Ken, because he offers assistance on page 16 of the CAFR. He has told me in the past week not to contact him any more. Which one of you will ask for full reporting on 2017 and 2018 as to what was spent by category and where those funds came from? I suggest that no one should run for

City of Bridgeport  
City Council  
Regular Meeting  
March 18, 2019

office without sharing with voters the total budget from operating, capital, grants, private funds, etc.

Another large number is the total of Pension Obligation Bonds. Ganim I created the Pension A Bond Fund that today shows about \$232,415,000 of obligations outstanding from the original \$350 Million. This must be retired by 2030. Police and Fire pay over \$30 Million from their operating budget each year for principal and interest. But additional amounts over \$10 Million in recent years have been required by actuaries. Plans become very expensive when investment returns do not work as assumed. And another \$99,500,000 was bonded to pay for past service liability when we moved Police and Fire over to the State MERS fund. Payments until 2046. All from taxpayers and not from external overtime employers? How did that happen?

Three numbers: OPEB almost One Billion and who is providing oversight? BOE expenditures at \$407 Million but neither the BOE nor the Council can provide details as we sit here tonight that would show \$815 Million Bridgeport expenditures in 2017 and 2018; \$331 Million of Pension Debt obligation, with high interest rates, crowding budgets in decades to come. What do you have to say for oversight as you prepare for another budget year? Time will tell.

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

Cover up of unjust termination.

Mr. Cecil Young came forward and displayed a broom. He said that he started with a broom because he didn't finish high school and never went to college. Most of the time that he was in school, he was in the principal's office. Mr. Young also displayed photographs from when he worked with a patrol at the Barnum housing project. He said that he has worked hard for the City of Bridgeport and is continually thinking about Bridgeport, even when he was at his brother's funeral. He said that his home, where he lived for 30 years, is paid for, and his taxes are paid.

Mr. Young spoke about transporting an officer who was shot to the hospital in his car. Mr. Young displayed a photograph of him with Chief A. J. Perez. He thanked Council Member Newton for all that he has tried to do about Mr. Young's unjust termination. He said that he had a tape recording of his supervisor saying that he should be at work. He then spoke about \$5,000 for the Lighthouse Program and how he has supported it.

**Myron Dukes**  
184 Harriet Street  
Bridgeport, CT 06608

Targeted and banned from public event.

Mr. Myron Dukes came forward and said that he had previously spoken to the Council on March 4th about how he was removed from a public event at the Margaret Morton Center. He said that someone had sent his photo to the police and said that he had threatened them. The police escorted him out of meeting and out of the building. He said that he had never done anything and complied with the police request.

Since this incident, Mr. Dukes said that he did some deep study on Margaret Morton. If Ms. Morton was alive, she would not approve of the police actions. He said that he wants the Mayor to know about this. He added that he was asking the council how someone could use the Police Department to target him.

**Lisa Fedick**  
123 Glenwood Avenue  
Bridgeport, CT 06610

The new rinks in Bridgeport.  
Wonderland of Ice

Ms. Fedick came forward and said that she would like to highlight some of the things that they have done at the Wonderland of Ice in the last 30 years. She said that she owns the Wonderland of Ice company and she along with her business partner, Mr. Ferguson have operated the rink for the last 36 years. She thanked the City for renewing their lease last year.

Ms. Fedick said that the Wonderland of Ice was built in 1968 outside and was a seasonal rink. It was enclosed in 1975 and locker rooms were added. In 1989, Ms. Fedick said that the City allowed Ms. Fedick and Mr. Ferguson to take over facility and in 2006 they upgraded by adding a second NHL sized skating sheet along with a 3-lane curling facility. She went on to list additional amenities that were added to the rink and were included in a presentational booklet distributed to the Council Members.

Ms. Fedick said that there is a misconception that the new ice palace will be used to train Olympic skaters. However, four-time Olympic medalist Julie Chu trained at the Wonderland of Ice, as have others, including Ted Drury, Chris Drury and Kristen Santos. Wonderland of Ice has been represented in every Winter Olympics for many years.

**John Ferguson**  
Ferguson Sports  
123 Glenwood Avenue  
Bridgeport, CT 06610

The new rinks in Bridgeport.  
Wonderland of Ice

Mr. Ferguson came forward and spoke about how the Wonderland of Ice was able to help the children of Bridgeport. He pointed out that the City owns the facility but Ms. Fedick and he run it. Mr. Ferguson then turned the microphone back over to Ms. Fedick and yielded his remaining time to her.

Ms. Fedick explained that the Wonderland of Ice has been able to add another sheet of Ice for hockey and have a sheet for curling. Ms. Fedick then listed a number of different groups that uses the facility included special need teams, the hockey teams and various other equipment for athletes.

In summary, she asked if the proposed downtown facility was filling a void or just taking business from the Wonderland of Ice.

## ADJOURNMENT

Council President Nieves adjourned the Public Speaking portion of the Council meeting at 7:11 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services



**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, MARCH 18, 2019**

**7:00 PM**

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

**Bridgeport, Connecticut**

Mayor Ganim called the meeting of the City Council to order at 7:14 p.m.

**PRAYER**

Mayor Ganim requested former Council Member, Rev. John Olson to lead those present in prayer. Rev. Olson came forward and led the prayer which focused on the recent, unexpected death of former Council Member Ezekiel Santiago.

**PLEDGE OF ALLEGIANCE**

Mayor Ganim requested Council Member Ernest Newton lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

The City Clerk called the roll.

130th District: Christina Smith, Pete Spain.  
131st District: Jack Banta, Denese Taylor-Moye  
132nd District: Marcus Brown, Kyle Langan  
133rd District: Michael Defilippo, Jeanette Herron  
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
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136th District: Alfredo Castillo, Maria Zambrano-Viggiano  
137th District: Aidee Nieves  
138th District: Nessah Smith, Karen Jackson  
139th District: Ernie Newton, Eneida Martinez

A quorum was present.

Mayor Ganim announced that he would like to do two presentations before continuing with the listed agenda items.

Mayor Ganim proclaimed this was the National Women's History Month and called all the Council Members forward. He then distributed white carnations to the female Council Members and the Junior Council Members along with the female staff that were present. Mayor Ganim

then read the Proclamation to those present and declared March 18th to be National Women's History Day. Mayor Ganim presented Council President Aidee Nieves with the proclamation. Mayor Ganim then announced that there was an additional presentation of a certificate of recognition along with a Key to the City to Andre Graham for his contribution to the Internet. Mr. Graham thanked everyone for their kind words and named the other members of his team.

**City Council Citation: Recognizing the Primary Care Action Group for its Annual "Know Your Numbers" Health Campaign.**

Mayor Ganim called the health professionals that had been working on the "Know Your Numbers" Health Campaign to come forward. A City Council Citation recognizing their contributions to the City was then presented to them.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: February 19, 2019**

**\*\* COUNCIL MEMBER NEWTON MOVED TO APPROVE THE FEBRUARY 19, 2019 CITY COUNCIL MINUTES.**

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

**\*\* THE MOTION TO APPROVE THE FEBRUARY 19, 2019 CITY COUNCIL MINUTES AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**51-18 Communication from Mayor re: Proposed Five-Year Capital Plan for Fiscal Years 2020-2024, referred to Budget and Appropriations Committee.**

**52-18 Communication from Finance re: Proposed Approval of the De-Authorization of Projects Previously Approved for Bonding Authority, referred to Budget and Appropriations Committee.**

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

**53-18** Resolution presented by Council Member Langan re: Proposed request that the installation of "On-Street" parking control signs be placed on Wood Terrace with appropriate signage and street markings to ensure safety and livability for residents, referred to Board of Police Commissioners.

**54-18** Resolution presented by Council Member Langan re: Proposed request that a study be done for the installation of "No Parking During Office Hours" signs to be located at 702-812 State Street, referred to Board of Police Commissioners.

**\*\* COUNCIL MEMBER BROWN MOVED TO COMBINE AND APPROVE THE FOLLOWING COMMUNICATIONS TO BE REFERRED TO COMMITTEES WITH THE RESOLUTIONS TO BE REFERRED TO BOARDS, COMMISSIONS, ETC.:**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**51-18** COMMUNICATION FROM MAYOR RE: PROPOSED FIVE-YEAR CAPITAL PLAN FOR FISCAL YEARS 2020-2024, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

**52-18** COMMUNICATION FROM FINANCE RE: PROPOSED APPROVAL OF THE DE-AUTHORIZATION OF PROJECTS PREVIOUSLY APPROVED FOR BONDING AUTHORITY, REFERRED TO BUDGET AND APPROPRIATIONS COMMITTEE.

**55-18** COMMUNICATION FROM ENGINEERING RE: PROPOSED AGREEMENT WITH WSP USA INC. FOR CONSULTING ENGINEERING SERVICES FOR THE DESIGN OF PARK AVENUE TRAFFIC SIGNAL UPGRADE, UTILIZING FUNDING FROM THE CONGESTION MITIGATION AIR QUALITY (CMAQ) PROGRAM, STATE PROJECT: 15-376 AND FEDERAL AID PROJECT: 1015(136), REFERRED TO PUBLIC SAFETY AND TRANSPORTATION COMMITTEE.

**56-18** COMMUNICATION FROM PUBLIC FACILITIES RE: PROPOSED LEASE AGREEMENT WITH EAST MAIN DEVELOPMENT, LLC FOR THE EAST SIDE SENIOR CENTER LOCATED AT 1053-1057 EAST MAIN STREET AND 440 ARCTIC STREET, REFERRED TO CONTRACTS COMMITTEE.

**57-18** COMMUNICATION FROM POLICE DEPARTMENT RE: PROPOSED TRADE AGREEMENT WITH SMITH & WESSON FOR THE UPGRADE OF FIREARMS IN EXCHANGE FOR RECEIVING OLDER FIREARMS AND MAGAZINES AT NO COST TO THE CITY, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.

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

**53-18 RESOLUTION PRESENTED BY COUNCIL MEMBER LANGAN RE: PROPOSED REQUEST THAT THE INSTALLATION OF “ON-STREET” PARKING CONTROL SIGNS BE PLACED ON WOOD TERRACE WITH APPROPRIATE SIGNAGE AND STREET MARKINGS TO ENSURE SAFETY AND LIVABILITY FOR RESIDENTS, REFERRED TO BOARD OF POLICE COMMISSIONERS.**

**54-18 RESOLUTION PRESENTED BY COUNCIL MEMBER LANGAN RE: PROPOSED REQUEST THAT A STUDY BE DONE FOR THE INSTALLATION OF “NO PARKING DURING OFFICE HOURS” SIGNS TO BE LOCATED AT 702-812 STATE STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.**

**\*\* COUNCIL MEMBER VIZZO-PANICCIA SECONDED.**

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

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

**\*24-18 Public Safety and Transportation Committee Report re: Resolution regarding the Acceptance of Easements on 39 Pine Street and 450 Wordin Avenue and the Subordination of Easements in SCG’s ELURs.**

**\*45-18 Public Safety and Transportation Committee Report re: Resolution regarding the “2019” First Round Sidewalk Repair Pilot Program.**

**\*26-18 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health for Preventative Health Block Grant (#19605).**

**\*27-18 Economic and Community Development and Environment Committee Report re: Grant Submission: State of Connecticut Department of Public Health for Preventative Health Block Grant – Heart Disease and Stroke Prevention: Hypertension Project (#19609).**

**\*37-18 Special Committee on CDBG Report re: (Ref. #108-17) Substantial Amendment to the City’s Consolidated Plan for Housing & Community Development (2013-2018) and PY 44 Annual Plan and multiple CDBG Program Years.**

**\*33-18 Joint Committee on Contracts & Economic and Community Development and Environment re: Resolution Authorizing Execution of a Land Development Agreement (“LDA”) with Primrose Companies, Inc. for the Mixed-Use Development of Congress Plaza Commons located on the corner of Main Street and Congress Street.**

Mayor Ganim said there had been a request to remove Agenda Item 33-18 from the Consent Calendar. He then asked if there was any Council Member who would like to remove an item

from the Consent Calendar. Council Member Lyons requested that Agenda Item 45-18 be removed.

City Clerk Martinez then read the remaining items into the record.

**\*\* COUNCIL MEMBER MARTINEZ MOVED THE FOLLOWING CONSENT CALENDAR ITEMS:**

**\*24-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE ACCEPTANCE OF EASEMENTS ON 39 PINE STREET AND 450 WORDIN AVENUE AND THE SUBORDINATION OF EASEMENTS IN SCG'S ELURS.**

**\*26-18 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FOR PREVENTATIVE HEALTH BLOCK GRANT (#19605).**

**\*27-18 ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FOR PREVENTATIVE HEALTH BLOCK GRANT – HEART DISEASE AND STROKE PREVENTION: HYPERTENSION PROJECT (#19609).**

**\*37-18 SPECIAL COMMITTEE ON CDBG REPORT RE: (REF. #108-17) SUBSTANTIAL AMENDMENT TO THE CITY'S CONSOLIDATED PLAN FOR HOUSING & COMMUNITY DEVELOPMENT (2013-2018) AND PY 44 ANNUAL PLAN AND MULTIPLE CDBG PROGRAM YEARS.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.**

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

**45-18 Public Safety and Transportation Committee Report re: Resolution regarding the "2019" First Round Sidewalk Repair Pilot Program.**

**\*\* COUNCIL MEMBER LYONS MOVED TO TABLE AGENDA ITEM 45-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE "2019" FIRST ROUND SIDEWALK REPAIR PILOT PROGRAM AND SEND IT BACK TO COMMITTEE.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

Council Member Martinez said that the reason this item was being taken off the agenda and being sent back to Committee was because when the program was originally created, she was on the Council. There were numerous meetings with former Council Members who are no longer on the Council. Council Member Martinez said that the Committee needs to review the program again because the home owners are being ripped off by the current contractor. Once the program is reviewed, it needs to go back out to bid for contractors that will give the home

owners a reasonable accommodation on price. There should not be a sidewalk that costs \$10,000 and the home owner is being charged \$17,000 or \$20,000 because the City is paying a portion of it. This program is good for the homeowners, but Council Member Martinez said she believes that what is currently happening in Bridgeport along with the investigation that is going on, this project should go back out to bid for other contractors. She said that her recommendation in Committee would be that they review the contract prices because the home owner is going to be paying 50% of the costs. They should play a role in these three quotes. She said that this was only fair when someone would be paying for part of the project.

Council Member Lyons asked to speak. Mayor Ganim reminded everyone that there was a motion to table and there is no discussion on motions to table. The motion had been made and seconded. He then requested that the Council Members vote on the item.

**\*\* THE MOTION TO TABLE AGENDA ITEM 45-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION REGARDING THE "2019" FIRST ROUND SIDEWALK REPAIR PILOT PROGRAM AND REFER IT BACK TO COMMITTEE PASSED UNANIMOUSLY.**

**33-18 Joint Committee on Contracts & Economic and Community Development and Environment re: Resolution Authorizing Execution of a Land Development Agreement ("LDA") with Primrose Companies, Inc. for the Mixed-Use Development of Congress Plaza Commons located on the corner of Main Street and Congress Street.**

**\*\* COUNCIL MEMBER NEWTON MOVED THE ITEM.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

Council Member Newton said that this was an agreement to build residential units along a block of Main Street that is a vacant City owned parcel.

Council Member Spain said that he was for developments in the City. Primrose is well respected. However, he urged everyone to consider the fact that this was the only proposal received. There are good parts but the City will lose \$9 million in taxes on a \$17 million dollar project. He felt that it would be best to put the project back out to bid.

Council Member Castillo said that there was a joint committee meeting where a detailed presentation was given and it was passed on the Committee level. When items come to the floor on the Consent Calendar, it should be for final approval. If Council Members have difficulty or questions, they need to be at the Committee meetings.

Council Member Herron said that the joint meeting was over two hours long and she did not receive any questions in advance from any Council Members.

Council Member McBride-Lee said that as Co-chair of the Economic and Community Development and Environment Committee, the points were discussed and she did not feel that the Council should go back to the bidding process. The item should be accepted as is.

Council Member Langan said that he appreciated everyone's comments. He said that he asked his two questions and had reached out to OPED regarding the project, but still has questions. Of course, they want development in the city. He said that \$9 million dollars tax abatement for a \$17 million dollar project was too high. He also wanted to know what the City is doing for the small businesses like the karaoke bar.

Council Member Langan said that he was concerned this was an open shop project. What expands the middle class is union workers. Open shop can have illegal workers who aren't properly insured. He asked who could afford a market rate unit. These buildings are not made for Bridgeporters, but for outside people to come in. He does not want to go down the road that will end up with developers pricing the Bridgeport residents out.

**\*\* COUNCIL MEMBER LANGAN MOVED TO TABLE 33-18 JOINT COMMITTEE ON CONTRACTS & ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT RE: RESOLUTION AUTHORIZING EXECUTION OF A LAND DEVELOPMENT AGREEMENT ("LDA") WITH PRIMROSE COMPANIES, INC. FOR THE MIXED-USE DEVELOPMENT OF CONGRESS PLAZA COMMONS LOCATED ON THE CORNER OF MAIN STREET AND CONGRESS STREET.**

**\*\* COUNCIL MEMBER SPAIN SECONDED.**

A roll call vote was requested. Mayor Ganim said that a "Yes" vote would be for tabling and a "No" vote would be against the table.

**\*\* THE MOTION TO TABLE FAILED TO PASS WITH SIX (6) IN FAVOR (C. SMITH, SPAIN, LANGAN, LYONS, ZAMBRANO VIGGIANO AND JACKSON) AND THIRTEEN (13) AGAINST (BANTA, TAYLOR-MOYE, BROWN, DEFILIPPO, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN CHRISTY, CASTILLO, NIEVES, N. SMITH, MARTINEZ AND NEWTON).**

*Mayor Ganim left the meeting at 7:55 p.m. Council President Nieves assumed the Chairmanship.*

Council Member Newton pointed out that the Council had been given the responsibility to OPED for these projects. He said that it would be nice if the companies that came to Bridgeport did not need the City's help. However, that is not the case. As a Council, the Council Members have the right to pick and choose as they wish to. However, there was a meeting lasting almost three hours and the project was approved.

Council Member Newton would like to see OPED have developers put some skin in the game. He spoke about another shipyard that went belly up. He then asked his colleagues to vote on this. It is important to have a downtown that looks like Hartford, New Haven and Shelton.

Council Member Taylor-Moye said that the downtown has growth and development. She said that she would echo Council Member Newton's words. It is time to move forward. She was also asking her fellow Council Members to move this project forward. All cities need all the different forms of housing.

Council Member Lyons said that she wanted to clarify that not all the Council Members voted in favor of giving OPED the authority to work on projects like this. She did not vote in favor of giving away the Council's authority. Primrose is an excellent developer and it is time to make some changes for better communication.

Council Member C. Smith asked OPED they had approved a contract and if there was a recommendation. Mr. Coleman came forward and said that he had reviewed the contract. He then said that there was a 37% break that would decrease over the years. He added that he did not know where the \$9 million-dollar figure came from.

Council Member McBride-Lee said that anyone that knows her knows how she feels about tax breaks. Compromise is important. She said that it would be important for small businesses to ask for what they need, but it is important to entice people to come live in Bridgeport. There should be all kinds of people living in Bridgeport. She said that she hoped that they did move forward on this project.

Council Member Herron said that she appreciated everyone's comments. She said that OPED does not have sole power. Over and over again, she has told OPED that no more 40-year tax abatements. However, development does not have a lengthy abatement. She said that when there are multi-million-dollar developers asking to do a project in Bridgeport, she will not oppose it. Fighting about tax abatements that will help develop the City is not right.

**\*\* COUNCIL MEMBER NEWTON MOVED THE QUESTION.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

**\*\* THE MOTION TO MOVE THE QUESTION PASSED WITH SEVENTEEN (17) IN FAVOR (C. SMITH, BANTA, TAYLOR-MOYE, BROWN, DEFILIPPO, HERRON, VIZZO-PANICCIA, LYONS, ZAMBRANO VIGGIANO MCBRIDE-LEE, ROMAN CHRISTY, CASTILLO, NIEVES, N. SMITH, JACKSON MARTINEZ AND NEWTON) AND TWO (2) AGAINST (SPAIN, AND LANGAN).**

**\*\* THE MOTION TO APPROVE AGENDA ITEM 33-18 JOINT COMMITTEE ON CONTRACTS & ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT RE: RESOLUTION AUTHORIZING EXECUTION OF A LAND DEVELOPMENT AGREEMENT ("LDA") WITH PRIMROSE COMPANIES, INC. FOR THE MIXED-USE DEVELOPMENT OF CONGRESS PLAZA COMMONS LOCATED ON THE CORNER OF MAIN STREET AND CONGRESS STREET PASSED WITH SIXTEEN (16) IN FAVOR (C. SMITH, BANTA, TAYLOR-MOYE, BROWN, DEFILIPPO, HERRON, VIZZO-PANICCIA, LYONS, ZAMBRANO VIGGIANO MCBRIDE-LEE, ROMAN CHRISTY, CASTILLO, NIEVES, N. SMITH, MARTINEZ AND NEWTON) AND THREE (3) AGAINST (SPAIN, LANGAN, AND JACKSON).**

Council Member Lyons asked for a point of personal privilege. She thanked Council Member Martinez for stating her reasons for sending Item 45-18 back to Committee. However, in the future, if one Council Member is allowed to speak, all Council Members should be allowed to speak. She said that for the record, she was Co-chair of that Committee, and she wanted it on the record that she had not voted on the item. Now it is being sent back to Committee.



Council Member Martinez said that she wanted to say that the East End of Bridgeport has had a violent few weeks. She wanted to thank the Mayor, the administration, Police Chief Perez, and most importantly Captain Lonnie Blackwell who has been trying to turn around the issues in the East End. Having police patrolling on foot on Stratford Avenue has greatly encouraged the residents in the area. She said that one resident thanked her for the extra police presence.

People go on social media to complain about their elected officials in their District, but Council Member Martinez said that she would like to clarify that the \$9,000 a year the Council Members receive will never compensate for time that the Council Members spend away from their families.

She said that when Dyshon Williams was shot, it was right across the street from where she lives and she felt helpless because she didn't know what to do.

Regarding Mr. Dukes' situation, Mr. Dukes should go down to the Police Department and file a complaint because his civil rights were violated. She said that she had spoken to Chief Perez about the incident at the Government Center and Chief Perez had been unaware of the situation. Council Member Martinez said that the officer that banned Mr. Dukes from the Government Center had no authority to do so. She said Mr. Dukes needed to file a police report, draft a letter to the Mayor about the issue and send copies to the Council Members.

Council Member Martinez concluded her remarks by thanking her colleagues and reminding everyone that life is short and people should appreciate one another. It will be important to work closely with the city business to fulfill the needs of their constituents.

### ADJOURNMENT

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

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

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

The meeting adjourned at 8:18 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

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JOSEPH P. GANIM  
Mayor

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

COMM. 51-18 Ref'd to Budget & Appropriations Committee  
on 03/18/2019.

February 28, 2019

The Honorable City Council Members  
C/O Lydia Martinez, City Clerk  
Office of the City Clerk  
45 Lyon Terrace  
Bridgeport, CT 06604

Dear Honorable Members,

In accordance with the City Charter, I hereby present the City of Bridgeport's Proposed Five-Year Capital Plan for the fiscal years 2020-2024 to be referred to the Budget and Appropriations Committee.

Should you have any questions, please don't hesitate to contact my office.

Sincerely,

Joseph P. Ganim  
Mayor

Attachment

CITY OF BRIDGEPORT  
OFFICE OF POLICY AND MANAGEMENT  
FY2020-2024 PROPOSED FIVE YEARS CAPITAL PLAN

PROJECT DESCRIPTIONS	FY2019 Council Amended Capital Plan	FY2020 Proposed Capital Plan	FY2021 Proposed Capital Plan	FY2022 Proposed Capital Plan	FY2023 Proposed Capital Plan	FY2024 Proposed Capital Plan	Total Proposed Capital Plan FY2020-FY2024
<b>BOARD OF EDUCATION:</b>							
BOE - Facilities Equipment				25,000			25,000
BOE Classroom Computers			1,500,000			1,500,000	3,000,000
BOE - Maintenance Veh. Dump Truck/4 vans/2 pickup				105,000			105,000
Central High School Renovation (3rd funding)		2,500,000					2,500,000
New Bassick High School(21% City Share)	27,500,000						0
Purchase/Renov. BOE-Operations office/Garage					15,000,000		15,000,000
Maintenance Equipment-Two New Mowers		35,000					35,000
Cesar Batallia-Steel Cat Walk To access HVAC Control		35,000					35,000
High Horizons - HVAC Controls	400,000						0
High Horizons-Exterior Door Replacement		25,000					25,000
Black Rock - 4 Exterior Doors			150,000				150,000
Maintenance - Forklift			25,000				25,000
Maplewood School -Elevator Repairs/Upgrades		35,000					35,000
Multi-Cultural-HVAC Controls ( 2 roof top Units)	400,000						0
Read School -Elevator Repairs/Upgrades	120,000						0
Cesar Batallia - Replace Ice Storage Syst.w/Chiller		400,000					400,000
Read - Renovate Students Bathroom	100,000						0
JFK Air Handling Admin- 2 Roof Tops Units		450,000					450,000
JFK Air - Elevator Repair/Upgrades	85,000						0
Madison - Roof Top Heating Units Replace 4 units		225,000					225,000
Madison School - Elevator Repairs/Upgrades	182,000						0
Bryant - Masonry and Parapet		160,000					160,000
Edison School - Boiler Replacement (2 units)		160,000					160,000
Park City Magnet - HVAC Equip-Replace 2 boilers		250,000					250,000
Blackham - Masonry-Outside Pool Wall/Heating Syst.			125,000				125,000
Blackham - Elevator Repairs/Upgrades	40,000						0
Beardsley School - Masonry		50,000					50,000
Marin - HVAC Equipment-Replace 3 A/C Units		300,000					300,000
Marin - Roof Replacement (21% City Share)	504,000						0
Marin School - Elevator Repair/Upgrades	33,000						0
JFK Admin - Replace 3 Fire Alarm Panels		45,000					45,000
Hallen - Elevator Repairs/Upgrades	51,000						0
Winthrop - Paving Play Yard and Around Back		85,000					85,000
<b>TOTAL BOARD OF EDUCATION</b>	<b>29,415,000</b>	<b>4,755,000</b>	<b>1,800,000</b>	<b>130,000</b>	<b>15,000,000</b>	<b>1,500,000</b>	<b>23,185,000</b>
<b>ECONOMIC DEVELOPMENT:</b>							
Land Management / Acquisition	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000		4,000,000
City Owned Properties-Development Ready Program	1,000,000	1,000,000	1,000,000	1,000,000		1,000,000	4,000,000
Congress Street Bridge Replacement - City Share(Amended)*	12,000,000						0
Master Plan Update and Zoning Update	150,000						0
Lafayette Blvd/Fairfield Ave./Redesign-(10 %City Match)	290,000	400,000					400,000
Site Improvement/Public Housing		600,000	600,000		600,000	600,000	2,400,000
Gateway To South End/Citywide Strategic Acquisition	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000		4,000,000
Blight / Demolition / Clean Up/Property Management	1,000,000	3,000,000		3,000,000	3,000,000	4,000,000	13,000,000
Seaview Avenue Corridor/Waterfront Proj(20% city match)		2,000,000		1,000,000			3,000,000
Preservation Block Acquisition/Demolition (Amended)*	1,000,000						0
Civic Block Demolition/ Clean Up (Amendment)*	1,000,000						0
City Wide Acquisition/Clean Up (Amendment)*	4,850,000						0
City Wide Streetscapes/Blight/Develoment(Amended)*	4,000,000						0
<b>TOTAL ECONOMIC DEVELOPMENT</b>	<b>27,290,000</b>	<b>9,000,000</b>	<b>3,600,000</b>	<b>7,000,000</b>	<b>5,600,000</b>	<b>5,600,000</b>	<b>30,800,000</b>

CITY OF BRIDGEPORT  
OFFICE OF POLICY AND MANAGEMENT  
FY2020-2024 PROPOSED FIVE YEARS CAPITAL PLAN

PROJECT DESCRIPTIONS	FY2019 Council Amended Capital Plan	FY2020 Proposed Capital Plan	FY2021 Proposed Capital Plan	FY2022 Proposed Capital Plan	FY2023 Proposed Capital Plan	FY2024 Proposed Capital Plan	Total Proposed Capital Plan FY2020-FY2024
<b>PUBLIC FACILITIES:</b>							
Roadway Paving, Bridges, Culverts, Intersections	0	2,000,000		1,200,000	2,100,000	4,750,000	10,050,000
Public Facilities Equipment	1,700,000		1,500,000	2,000,000	3,000,000	2,500,000	9,000,000
Muni Bldg. HVAC / Heating / Elec./ Facilities	0	1,450,000	750,000	500,000	800,000		3,500,000
City Wide Building & Security Improvements	1,500,000		2,000,000	2,000,000	3,000,000	5,500,000	12,500,000
Public Facilities Buildings at 990 Housatonic Avenue	875,000	1,545,000		1,500,000	1,500,000	450,000	4,995,000
Municipal Storm Sewer Seperator System (MS4 Req.)	500,000						0
New East Side Senior Center-Old Engine 10/Putnam St.	500,000						0
Facilities Assessments /Planning Studies				100,000			100,000
Energy Conservation /Conversion Program		250,000		250,000			500,000
Harbor Yard Ballpark Upgrades		150,000	150,000	150,000	150,000		600,000
Arena Rehabilitation (Amendment)*	10,000,000	5,000,000	0	0			5,000,000
Producto Building Demolition/Remediation (Amended)*	3,000,000						0
752 East Main Street Demolition (Amendment)*	2,000,000		4,000,000				4,000,000
Street Lights Wattage Upgrade		500,000		250,000		250,000	1,000,000
Various Airport Improvement Projects				275,000			275,000
Parks Maintenance Equip(Include Golf Course)	200,000	400,000	300,000	400,000	600,000		1,700,000
Various Park Improvement Projects	450,000	200,000		400,000	100,000		700,000
Barnum Museum			1,000,000				1,000,000
Bloom Bulkhead	2,500,000						0
Side Walks/Street scape Replacements	0		1,500,000	500,000	500,000	500,000	3,000,000
Pleasure Beach Bridge and Fishing Pier			3,200,000				3,200,000
Landfill Closure-Stewardship	1,000,000						0
Ferry Terminal Ramp/Loading Dock (20% City Match)	250,000	100,000	75,000	50,000			225,000
Citywide Signage	125,000	125,000	125,000	125,000			375,000
Citywide Deco Lights			500,000			500,000	1,000,000
Traffic Lights Upgrades		125,000	125,000				250,000
Perry Memorial Arch.	250,000	300,000	300,000	400,000	400,000		1,400,000
Veterans Memorial Park Improvements		100,000	100,000	100,000	50,000		350,000
Tennis Courts Improvement	100,000	100,000	150,000	150,000	130,000		530,000
Kennedy Stadium		150,000					150,000
Knowlton Park		85,000					85,000
Park Restrooms	100,000	120,000	70,000	100,000	170,000		460,000
Pleasure Beach Park	0	300,000	100,000	150,000			550,000
Golf Course Improvements	150,000	150,000	150,000	300,000	78,000		678,000
Beardsley Zoo Improvements		640,000			2,500,000	3,000,000	6,140,000
Lincoln Boulevard			500,000				500,000
Downtown Intermodal / Water St. Improv.(20% City)							0
Downtown Intermodal / Water St. Improv.11(20% City)							0
<b>TOTAL PUBLIC FACILITIES</b>	<b>25,200,000</b>	<b>13,790,000</b>	<b>16,595,000</b>	<b>10,900,000</b>	<b>15,078,000</b>	<b>17,450,000</b>	<b>73,813,000</b>
<b>OTHER DEPARTMENTS:</b>							
Police Fleet Upgrade					1,000,000	1,500,000	2,500,000
Police Equipment / Technology/VHF Portable Radios				1,000,000			1,000,000
Fire Apparatus Replacement Program / Vehicles		705,000		1,606,000	1,128,500	846,000	4,285,500
Technology Enhancement / Systems Improvement			250,000				250,000
WPCA Capital Improvements (Amended )*	2,095,000	1,140,000	1,085,000	1,390,000	1,115,000	925,000	5,655,000
Emergency Operations / Technology upgrade	300,000						0
IT Telephony & Computer Replacement Program		200,000	500,000		500,000		1,200,000
Citywide Departments -Fiber Optics Installation	3,500,000						0
<b>TOTAL OTHER DEPARTMENTS</b>	<b>5,895,000</b>	<b>2,045,000</b>	<b>1,835,000</b>	<b>3,996,000</b>	<b>3,743,500</b>	<b>3,271,000</b>	<b>14,890,500</b>
<b>TOTAL ALL DEPARTMENTS</b>	<b>87,800,000</b>	<b>29,590,000</b>	<b>23,830,000</b>	<b>22,026,000</b>	<b>39,421,500</b>	<b>27,821,000</b>	<b>142,688,500</b>



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. 52-18 Ref'd to Budget & Appropriations Committee  
 on 03/18/2019.

To: The Bridgeport City Council  
 From: Kenneth Flatto, Director of Finance  
 Date: March 11, 2019

**FY19 Bond De-Authorization Resolution to the City Council – referral to Budget and Appropriations Committee:**

The City of Bridgeport Finance Department is recommending that the City Council adopt a Resolution approving the 'de-authorization' of old unused General Obligation (G.O.) bonding resolutions which had been approved by prior Councils years ago.

This is recommended by bond counsel since the funds were never bonded or needed for some old projects approved over three years ago.

In addition, this resolution allows certain old bond authorizations to continue forward for use by the City and this resolutions transfers one old bond authorization to Harding HS to complete the required bonding for that project as envisioned two years ago.

Specific information on the capital projects to be unfunded and funded are in the resolution Schedule A.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim

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## **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 THE DE-AUTHORIZATION OF PROJECTS PREVIOUSLY APPROVED FOR BONDING AUTHORITY**

**WHEREAS**, pursuant to certain resolutions previously adopted by the City Council of the City of Bridgeport (the “City”), the City previously authorized capital plan authorizations and the issuance of its general obligation bonds, the funds of which would be expended to finance certain capital projects including, but not limited to, those projects listed on Exhibit A, Exhibit B and Exhibit C attached hereto and made a part hereof; and

**WHEREAS**, the City Council of the City has determined it to be in the best interest of the City to (i) effect a de-authorization of the allocated bonding authority granted to those certain capital projects listed on Exhibit A (the “De-Authorized Projects”); (ii) ratify and confirm the remaining allocated bonding authority granted to those certain capital projects listed on Exhibit B (the “Authorized Projects”); and (iii) because of additional City costs relating to the Harding High School Renovations project, reassign and reallocate the remaining \$3,000,000 of allocated bonding authority from Black Rock School to Harding High School Renovations as shown on Exhibit C (the “Reassigned Project”).

**NOW, THEREFORE, BE IT RESOLVED**, that having received the recommendation of the Mayor with respect to the action authorized herein, the City Council hereby authorizes the

elimination of bonding authority for the De-Authorized Projects listed on Exhibit A attached hereto and made a part hereof in the amount of \$50,815,804;

**BE IT FURTHER RESOLVED**, that the City Council hereby ratifies and confirms the remaining bonding authority for the Authorized Projects listed on Exhibit B attached hereto and made a part hereof in the amount of \$26,376,639; and

**BE IT FURTHER RESOLVED**, that the City Council hereby de authorizes \$1,681,310 of bonding authority from the Black Rock School project and hereby reassigns and reallocates the remaining \$3,000,000 of bonding authority for the Black Rock School project to the Harding High School Renovations project as shown on Exhibit C attached hereto for a total bonding authority for the Harding High School Renovations project in the amount of \$3,500,000.

## Exhibit A

### De-Authorized Projects

<b>De-Authorized Projects</b>	<b>Existing Bonding Authority</b>	<b>De-Authorization Amount</b>	<b>New Bonding Authority</b>
<b>Board of Education</b>			
<i>Magnet High School</i>	785,409	785,409	\$0
<i>Classroom Furniture</i>	580,000	580,000	\$0
<i>Replacement Special Education Buses</i>	305,000	305,000	\$0
<i>Five (5) Security Vehicles</i>	125,000	125,000	\$0
<i>Replacement of Technology</i>	410,000	410,000	\$0
<i>BOE Maint. Projects (HVAC)</i>	4,250,000	4,250,000	\$0
<i>Replace Public Address Systems</i>	100,000	100,000	\$0
<i>Columbus School II</i>	6,548	6,548	\$0
<i>Wilbur Cross Es Part II (Code)</i>	3,746,455	3,746,455	\$0
<i>High Horizons HVAC, Doors and Asbestos</i>	252,000	252,000	\$0
<i>MultiCultural HVAC, Doors and Asbestos</i>	252,000	252,000	\$0
<i>Longfellow Renovation</i>	821,821	821,821	\$0
<i>VOIP System Enhancement</i>	560,000	560,000	\$0
<i>Security Vehicles (replacement)</i>	80,000	80,000	\$0
<i>Facilities Equipment a/k/a Security Equipment</i>	90,000	90,000	\$0
<i>Maintenance Vehicles</i>	238	238	\$0
<i>Special Education Buses</i>	305,000	305,000	\$0
<i>Parent Center Renovations</i>	650,000	650,000	\$0
<i>Bassick High School Roof</i>	3,000,000	3,000,000	\$0
<i>Columbus School</i>	1,500,000	1,500,000	\$0
<i>District-Wide Energy Conservation</i>	525,000	525,000	\$0
<i>Fire Alarms a/k/a Fire Alarms (Bassick)</i>	265,000	265,000	\$0
<i>Asbestos Removal</i>	300,000	300,000	\$0
<i>Paving</i>	500,000	500,000	\$0
<i>Thomas Hooker Roof</i>	905,000	905,000	\$0
<i>Edison School - Playground</i>	60,000	60,000	\$0
<b>Sub-total</b>	<b>\$20,374,471</b>	<b>\$20,374,471</b>	<b>\$0</b>



<b>De-Authorized Projects</b>	<b>Existing Bonding Authority</b>	<b>De-Authorization Amount</b>	<b>New Bonding Authority</b>
<b>Economic Development</b>			
<i>City/Neighborhood Beautification</i>	161,174	161,174	\$0
<i>Knowlton/Barnum Waterfront Project</i>	541	541	\$0
<i>City Wide Waterfront Development</i>	500,000	500,000	\$0
<i>Land Management / Acquisition Steel Point</i>	4,905,000	4,905,000	\$0
<i>Crescent Crossing Phase 1B</i>	1,250,000	1,250,000	\$0
<b>Sub-total</b>	<b>\$6,816,715</b>	<b>\$6,816,715</b>	<b>\$0</b>
<b>Public Facilities</b>			
<i>City Building Code Compliance</i>	212,582	212,582	\$0
<i>Parks Maintenance Equipment</i>	257,150	257,150	\$0
<i>Harbor Yard Ballpark Capital Restoration</i>	1,220,000	1,220,000	\$0
<i>Harbor Yard Ballpark Scoreboard Upgrade</i>	260,000	260,000	\$0
<i>Arena</i>	970,412	970,412	\$0
<i>Wonderland of Ice</i>	1,500,000	1,500,000	\$0
<i>Baldwin Plaza</i>	400,000	400,000	\$0
<i>TOTER Program - Purchase</i>	1,872,355	1,872,355	\$0
<i>Public Facilities Equipment</i>	2,863,060	2,863,060	\$0
<i>Municipal Building HVAC/Heating/Elec</i>	365,000	365,000	\$0
<i>Park Restrooms</i>	400,000	400,000	\$0
<i>Beardsley Zoo Energy</i>	150,000	150,000	\$0
<i>Sidewalk Replacement Program</i>	2,163	2,163	\$0
<i>City Wide Building &amp; Security Improvements</i>	470,000	470,000	\$0
<i>Pleasure Beach Water and Park Accessibility</i>	619,801	619,801	\$0
<i>Perry Arch</i>	200,000	200,000	\$0
<i>New Police H.Q. / IT Department Study</i>	250,000	250,000	\$0
<i>Various Park Improvement Projects</i>	500,000	500,000	\$0
<i>Beardsley Zoo Improvements</i>	800,000	800,000	\$0
<b>Sub-total</b>	<b>\$13,312,523</b>	<b>\$13,312,523</b>	<b>\$0</b>

<b>De-Authorized Projects</b>	<b>Existing Bonding Authority</b>	<b>De-Authorization Amount</b>	<b>New Bonding Authority</b>
<b>Fire Department</b>			
<i>7/11 Firehouse Building Rehabilitation</i>	547,404	547,404	\$0
<i>Engine 12 Firehouse Repairs</i>	205,000	205,000	\$0
<b>Sub-total</b>	<b>\$752,404</b>	<b>\$752,404</b>	<b>\$0</b>
<b>Police Department</b>			
<i>Police Headquarters/Academy Rehabilitation</i>	500,000	500,000	\$0
<i>Police Fleet Replacement</i>	124,313	124,313	\$0
<i>Police Records Management System</i>	500,000	500,000	\$0
<b>Sub-total</b>	<b>\$1,124,313</b>	<b>\$1,124,313</b>	<b>\$0</b>
<b>Other Departments</b>			
<i>Technology Infrastructure/Voice Over IP</i>	200,000	200,000	\$0
<i>Master Plan</i>	1,000,000	1,000,000	\$0
<i>WPCA Capital Projects</i>	390,783	390,783	\$0
<i>ITS Computer Network Upgrades</i>	551,098	551,098	\$0
<i>Burroughs Library Engineering Study</i>	250,000	250,000	\$0
<i>EOC Communications Towers</i>	75,000	75,000	\$0
<i>Library Computers</i>	106,000	106,000	\$0
<i>Construction Management</i>	75,312	75,312	\$0
<i>Bridgeport/BOE System Integration Project</i>	2,377,185	2,377,185	\$0
<i>IT Telephone &amp; Computer Replacement Program</i>	250,000	250,000	\$0
<i>EOC Capital Maintenance Program</i>	450,000	450,000	\$0
<i>East End Library Study</i>	200,000	200,000	\$0
<i>Emergency Operations/Technology</i>	2,510,000	2,510,000	\$0
<b>Sub-total</b>	<b>\$8,435,378</b>	<b>\$8,435,378</b>	<b>\$0</b>
<b>Total</b>	<b>\$50,815,804</b>	<b>\$50,815,804</b>	<b>\$0</b>

## Exhibit B

### Authorized Projects

Authorized Projects	Remaining Bonding Authority
<b>Board of Education</b>	
<i>Harding High School Renovations</i>	500,000
<i>Roosevelt School</i>	\$2,126,639
<b>Sub-total</b>	<b>\$2,626,639</b>
<b>Economic Development</b>	
<i>Marina Village Replacement/Demo/Site Work</i>	2,600,000
<i>Downtown Parking Garage</i>	1,000,000
<i>Congress Street Bridge</i>	9,000,000
<b>Sub-total</b>	<b>\$12,600,000</b>
<b>Public Facilities</b>	
<i>Traffic Light Upgrades</i>	2,000,000
<i>Barnum Museum Renovations</i>	1,800,000
<i>New Senior Center</i>	2,000,000
<b>Sub-total</b>	<b>\$5,800,000</b>
<b>Fire Department</b>	
<i>Fire Apparatus Replacement Program/Vehicles</i>	1,450,000
<b>Sub-total</b>	<b>\$1,450,000</b>
<b>Other Departments</b>	
<i>Technology Upgrades System Enhancement a/k/a Technology Enhancements/Systems Improvement</i>	900,000
<i>Library Improvements</i>	3,000,000
<b>Sub-total</b>	<b>\$3,900,000</b>
<b>Total</b>	<b>\$26,376,639</b>

**Exhibit C**

**Reassigned Project**

<b>Reassigned Project</b>	<b>Current Bonding Authority</b>	<b>Reassigned Bonding Authority</b>	<b>New Bonding Authority</b>
<b>Board of Education</b>			
<i>Harding High School Renovations</i>	\$500,000	\$3,000,000*	\$3,500,000

\* Reassigned Bonding Authority comes from Black Rock School project (finished project); remaining **\$1,681,310** of such Black Rock Rock School project bonding authority is eliminated pursuant to this Resolution



CITY OF BRIDGEPORT  
**ENGINEERING DEPARTMENT**

CITY HALL - 45 Lyon Terrace  
Bridgeport, Connecticut 06604-4023  
Telephone (203) 576-7211  
Fax (203) 576-7154

JOSEPH P. GANIM  
Mayor

JON URQUIDI  
City Engineer

March 12, 2019

Honorable Body of the City Council  
Bridgeport, Connecticut

Re: **State Project 15-376 Federal Aid Project 1015(136)**  
**Park Avenue Traffic Signal Improvements –Utilizing Funding from the Congestion**  
**Mitigation Air Quality (CMAQ) Program**

**Resolution for Authorization to sign City Consultant Agreement**

Ladies and Gentlemen:

In order to proceed with project implementation for the above-referenced project, it is necessary to provide the State of Connecticut with a resolution authorizing the Mayor to sign the agreement entitled "AGREEMENT BETWEEN CITY OF BRIDGEPORT AND WSP USA INC. FOR CONSULTING ENGINEERING SERVICES FOR THE DESIGN OF PARK AVENUE TRAFFIC SIGNAL UPGRADE" and approval of the subject project.

The project is a 100% federally funded project for the replacement of six (6) traffic signals on lower Park Avenue and the installation of a one (1) new signal. The consultant was selected through the City RFQ and the State's QBS selection process and has been approved through the Board of Public Purchases.

We are, therefore, requesting that the City Council approve the Resolution attached.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,

Jon Urquidi, PE  
City Engineer

Enclosures

**RESOLUTION  
OF THE  
BRIDGEPORT CITY COUNCIL  
REGARDING THE  
CONGESTION MITIGATION AND AIR QUALITY (CMAQ)  
MODERNIZATION OF PARK AVENUE  
TRAFFIC SIGNALS**

**WHEREAS**, the Intermodal Surface Transportation Efficiency Act allocates federal funds to urban areas for the purpose of implementing various transportation improvement projects, and federal-aid funds under the Surface Transportation Program are appropriated for use in the Bridgeport Urban Area each year, and the Greater Bridgeport and Valley Metropolitan Planning Organization is authorized to select projects for funding under the Congestion Mitigation and Air Quality Program (CMAQ) accounts.

**WHEREAS**, the Connecticut Department of Transportation administers the Congestion Mitigation and Air Quality Program (CMAQ) and assists municipal sponsors in the conduct of a project concept review.

**WHEREAS**, the City of Bridgeport is proposing to install new traffic signals, update older traffic signals, and to integrate them into the existing traffic surveillance system on Park Avenue and has obtained federal financial assistance under the Congestion Mitigation and Air Quality Program (CMAQ).

**WHEREAS**, the *City of Bridgeport* has investigated the feasibility of constructing the proposed improvements and has completed the ConnDOT's Project Concept Review Process.

**WHEREAS**, the Greater Bridgeport and Valley Metropolitan Planning Organization has endorsed the proposed project and to use federal funds available under the CMAQ program for the proposed project.

**WHEREAS**, the *Mayor* and the *city council* of the *City of Bridgeport* will consider the concerns and comments of the residents, agencies and groups affected by the proposed project.

**NOW THEREFORE BE IT RESOLVED** that the *Mayor* and the *city council* of the *City of Bridgeport* finds that the proposed project is in the best interests of the *City of Bridgeport*, and will promote the health, safety and general welfare of its residents and provide convenience and safety of the motoring public.

**NOW THEREFORE BE IT FURTHER RESOLVED** that, based on the above information, the *Mayor* and the *city council* of the *City of Bridgeport* fully supports the proposed project.

**FURTHERMORE**, the *Mayor* of the *City of Bridgeport*, or his duly authorized designee, is hereby authorized execute any and all contracts and documentation required to complete the design and construction of the proposed project.

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

\_\_\_\_\_  
(Duly Authorized Signature)

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

Title: \_\_\_\_\_

(Please Print)



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-3150

March 13, 2019

The Honorable Joseph P. Ganim  
Mayor  
City of Bridgeport  
999 Broad Street  
Bridgeport, Connecticut 06604

Dear Mayor Ganim:

Subject: **Project Authorization Letter**  
Park Avenue Traffic Signal Modernization (Design Project)  
State Project No. 15-376  
Federal-Aid Project No. 1015(136)  
Master Agreement No. 03.22-03(17)  
CORE ID No. 17DOT0147AA  
City of Bridgeport

RECEIVED  
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19 MAR 13 PM 2:38  
CITY CLERK

On March 29, 2017, the State of Connecticut Department of Transportation (DOT) and the City of Bridgeport (Municipality) entered into the Master Municipal Agreement for Design Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The Design Project is to provide for the modernization of traffic signals at seven (7) intersections along Park Avenue in the City of Bridgeport.

Funding for the Design Project is provided under the Congestion Mitigation and Air Quality Improvement Program and has a one hundred percent (100%) Federal participation ratio. Payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is Three Hundred Fourteen Thousand Dollars (\$314,000). In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Attached is an estimated engineering cost break down for Design Project activities. A Demand Deposit in the amount of Zero Dollars (\$0) is due the DOT.

This Design Project has been assigned a Disadvantaged Business Enterprise (DBE) goal of eight percent (8%) and the Municipality shall comply with the requirements pertaining to the goal, as stipulated in the Master Agreement.

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



Please indicate your concurrence with the PAL by signing below on or before April 17, 2019, and returning a copy to the Project Manager listed below. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Project Manager in hard copy, facsimile, or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Design Project. The PAL will remain in effect through completion and final acceptance by the DOT of the respective Design Project.

If you have any questions, please contact the Project Manager, Mr. Jeffrey Pfaffinger, at (860) 594-2767.

Very truly yours,



Scott Hill, P.E.  
2019.03.13  
13:35:41-04'00"

Scott A. Hill, P.E.  
Engineering Administrator  
Bureau of Engineering and Construction

Enclosures

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL:

Concurred By: \_\_\_\_\_  
The Honorable Joseph P. Ganim  
Mayor

Date \_\_\_\_\_

PAL ATTACHMENT  
STATE PROJECT NO. 15-376  
FEDERAL-AID PROJECT NO. 1015(136)  
ESTIMATED DESIGN COSTS

A. Municipal Design Project Cost – Consultant Services .....	\$	285,000
B. Municipal Design Project Cost – Municipal Forces .....	\$	0
C. Extra Work Allowance (+/-10% of A+B) – in accordance with Section 11 of the Master Agreement. ....	\$	29,000
D. Total Municipal Cost (A+B+C) .....	\$	314,000
E. DOT-provided Services – Design .....	\$	0
F. DOT-provided Services – Administrative Oversight .....	\$	0
G. DOT-provided Services – Audits .....	\$	0
H. Total Design Cost – DOT Forces (E+F+G+H) .....	\$	0
I. Total Design Cost (D+I) .....	\$	314,000
J. Federal Proportionate Share of the Total Design Cost (100% of I) .....	\$	314,000
K. DOT Proportionate Share of the Total Design Cost (0% of I) .....	\$	0
L. Maximum Amount of Reimbursement to the Municipality (100% of D) .....	\$	314,000
M. Demand Deposit Required from the Municipality (0% of H) .....	\$	0



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-3189

March 11, 2019

The Honorable Joseph P. Ganim  
Mayor  
City of Bridgeport  
Margaret E. Morton Government Center  
999 Broad Street  
Bridgeport, Connecticut 06604

Dear Mayor Ganim:

Subject: **Scope of Services and Fee Approval**  
State Project No. 15-376  
Federal-Aid Project No. 1015(136)  
Park Avenue Traffic Signal Modernization  
Bridgeport

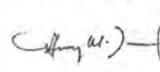
The Department of Transportation (Department) has completed its review of the scope of services and negotiation materials submitted via email on February 20, 2019 relative to the design services to be provided by WSP USA, Inc. for the subject project.

The scope of services and the total negotiated fee of Three Hundred Forty-three Thousand Seven Hundred Twenty-eight Dollars (\$343,728), which includes Eighty-one Thousand Two Hundred Fifty-six Dollars (\$81,256) for direct costs, are hereby approved. The City is authorized to proceed with preparing a Municipality/Consultant Agreement with WSP USA, Inc. Please note that a draft of the agreement must be submitted to and approved by this office prior to execution.

Please be advised that extra work assignments must be approved by the Department prior to authorizing the extra work. Failure to obtain prior approvals may jeopardize the reimbursement of such work. Additionally, the City is responsible for monitoring and verifying that the consultant fulfills the required eight percent (8%) Disadvantaged Business Enterprise (DBE) goal for this contract.

If you have any questions, please contact the Project Engineer, Greg Soja, at (860) 594-3200.

Very truly yours,

  
Gregory M. Dorosh,  
P.E.  
2019.03.11  
08:47:34-04'00'

Gregory M. Dorosh, P.E.  
Manager of Highway Design  
Bureau of Engineering and Construction

cc: Mr. Jon Urquidi, City Engineer, City of Bridgeport

Date

Greg Sojia  
CT Department of Transportation  
P. O. Box 327546  
Newington, CT 06131-7546

Re: **State Project 15-376 Park Avenue Traffic Signals  
Letter of Commitment  
Traffic Signal Improvements on Park Avenue Utilizing Funding from the Congestion  
Management Air Quality (CMAQ) Program**

Dear Mr. Sojia:

The City of Bridgeport City Council has approved the attached resolution in support of the above mentioned project. There will be 100% Federal Share for the design and construction costs for the project as outlined in the Congestion Mitigation and Air Quality Program.

Please be advised that the City of Bridgeport wishes to proceed with this project as soon as possible.

Thank you for your assistance in this matter.

Sincerely,

---

Joseph P Ganim  
Mayor

c: Jon Urquidi, City Engineer

LS Revised 10/22/10; 4/8/14; 11/19/13.

AGREEMENT  
BETWEEN  
CITY OF BRIDGEPORT  
AND  
WSP USA INC.  
FOR CONSULTING ENGINEERING SERVICES  
FOR THE DESIGN OF  
PARK AVENUE TRAFFIC SIGNAL UPGRADE

STATE PROJECT NO. 15-376

FEDERAL PROJECT NO.

NOTE: ANY ITEM STAMPED "DNA" OR "DOES NOT APPLY" IS HEREBY DELETED PRIOR TO THE EXECUTION OF THIS AGREEMENT WITH THE CONCURRENCE OF THE CONSULTING ENGINEER. ANY REFERENCE TO PRELIMINARY ENGINEERING STUDIES, SCHEDULE A, PARAGRAPH 2 TO BE PERFORMED BY THE CONSULTING ENGINEER SHALL NOT APPLY.

INDEX OF SPECIFICATIONS AND STIPULATIONS

OBLIGATIONS OF THE CONSULTING ENGINEER

1. STANDARD PRACTICES AND REQUIREMENTS
2. SURVEY, ~~PRELIMINARY ENGINEERING STUDIES~~, PRELIMINARY DESIGN AND FINAL DESIGN
3. ~~SUBSURFACE SOIL AND ROCK INVESTIGATIONS~~
4. COST ESTIMATES AND SUBMISSIONS
5. REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS, DESIGN SERVICES DURING CONSTRUCTION
6. CONSULTATION DURING CONSTRUCTION
7. WORK PERIOD
8. EXTRA WORK
9. PROGRESS REPORTS
10. INVOICES
11. MAINTENANCE AND AUDIT OF RECORDS
12. VISITS TO THE SITE
13. CONFERENCES AND FIELD REVIEWS
14. ENTRY UPON PRIVATE PROPERTY
15. ENTRY SUBJECT TO SECURITY
16. REVIEW OF WORK
17. RESPONSIBILITY FOR ACCURACY OF WORK
18. INFORMATION FROM OTHERS
19. RELATIONSHIP WITH OTHERS
20. INSURANCE
21. RESPONSIBILITY FOR CLAIMS AND LIABILITY
22. CONDITIONS FOR SUBCONTRACT OF WORK
23. COVENANT AGAINST CONTINGENT FEES
24. ASSIGNMENT OR TRANSFER OF AGREEMENT

OBIGATIONS OF THE MUNICIPALITY

- ~~25. PUBLICATIONS AND DATA FURNISHED BY THE MUNICIPALITY (DNA)~~
26. CONFERENCES AND FIELD INSPECTIONS
27. TITLE SEARCH AND PROPERTY MAPS
28. ADVERTISING AND AWARDED CONSTRUCTION CONTRACTS
29. SHOP AND CONSTRUCTION DRAWINGS
30. DETERMINATION OF EXTRA WORK
31. PROGRESS PAYMENTS
32. FINAL PAYMENT
33. PAYMENT FOR SOILS WORK
34. PAYMENT FOR REVIEW OF SHOP PLANS AND DESIGN SERVICES DURING CONSTRUCTION
35. PAYMENT FOR CONSULTATION DURING CONSTRUCTION

FURTHER ARTICLES OF MUTUAL AGREEMENT

36. DEVELOPMENT OF PLANS FROM SURVEY DATA
37. REDUCTION OR EXTENSION OF WORK
38. REDUCTION IN SCOPE OF WORK
39. PRIORITY SEQUENCE
40. CONSTRUCTION CONTRACTS
41. OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA
42. PREQUALIFICATIONS AND RIGHT OF REMOVAL
- ~~43. CONVERSION TO FEDERAL AID (DNA)~~
44. REVISIONS IN ORGANIZATION
45. TERMINATION
46. PAYMENT FOR SURVEY, ~~PRELIMINARY ENGINEERING STUDIES~~, PRELIMINARY DESIGN AND FINAL DESIGN
47. REQUEST FOR FULL PAYMENT OF FEE
48. MAXIMUM PAYMENT BY THE MUNICIPALITY
49. AGENT FOR SERVICE OF PROCESS
50. CERTIFICATION OF CONSULTANT AND CERTIFICATION OF CITY OF BRIDGEPORT
51. ATTACHMENTS TO AGREEMENT
52. CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT
53. CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES
54. POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
- ~~55. STATE EMPLOYEE CODE OF ETHICS (DNA)~~
56. NOTICE BETWEEN PARTIES TO AGREEMENT
57. FEE ADJUSTMENT
58. DIRECT COST ITEMS
59. DESIGN SCHEDULE
60. SUSPENSION OR DEBARMENT
61. PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE
62. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG
63. GOVERNMENTAL AGENCY EXEMPTION
- ~~64. SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET ASIDE) (DNA)~~
65. USE OF COMPUTER-AIDED DESIGN AND DRAFTING FILE(S)
66. CERTIFICATION FOR FEDERAL-AID CONTRACTS
67. CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS
- ~~68. STANDARD BENTLEY FILE (DNA)~~
69. AMERICANS WITH DISABILITIES ACT
70. PAYMENT OF RECOVERABLE COSTS DUE THE MUNICIPALITY
71. EXECUTIVE ORDERS

72. JURISDICTION AND FORUM LANGUAGE
73. LITIGATION
74. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN
75. MAXIMUM FEES
76. CORE AGREEMENT/CONTRACT PURCHASE ORDER

ATTACHMENTS

SCHEDULE A -- WORK TO BE PERFORMED

SCHEDULE B -- PAYMENT FOR SURVEY, ~~PRELIMINARY ENGINEERING STUDIES~~, PRELIMINARY DESIGN AND FINAL DESIGN

SCHEDULE C -- PAYMENT FOR SOILS BORINGS AND TESTING, REVIEW OF SHOP PLANS AND CONSULTATION DURING CONSTRUCTION

SCHEDULE D -- PAYMENT FOR EXTRA WORK

SCHEDULE E -- MAXIMUM PAYMENT BY THE MUNICIPALITY

EXECUTIVE ORDER NO. THREE

EXECUTIVE ORDER NO. SIXTEEN

EXECUTIVE ORDER NO. SEVENTEEN

CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

~~SPECIAL PROVISIONS, SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET ASIDE) (DNA)~~

POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

AGREEMENTS WITH GOALS - SPECIAL PROVISIONS DISADVANTAGED BUSINESS ENTERPRISES AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS FOR FEDERAL FUNDED PROJECTS

PROMPT PAYMENT TO SUBCONTRACTOR(S)

DBE SUBCONTRACTOR CERTIFICATIONS

SUBCONTRACTOR PAYMENT LOG

~~STATE EMPLOYEE CODE OF ETHICS (DNA)~~

DISCLOSURE OF LOBBYING ACTIVITIES

SEEC FORM 11

CERTIFICATION OF CONSULTANT AND CERTIFICATION OF CITY OF BRIDGEPORT

ATTACHMENTS (Cont'd)

TITLE VI CONTRACTOR ASSURANCES

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

MAXIMUM FEES FOR ARCHITECTS, ENGINEERS AND CONSULTANTS

POLICY ON NON-FEDERALLY FUNDED CONTRACT FEES FOR ARCHITECTS, ENGINEERS AND CONSULTANTS PERFORMING SERVICES FOR THE DEPARTMENT

DETAILED SCOPE OF WORK (Scope of Services dated September 1, 2017)

NEGOTIATED FEE SUMMARY (dated September 1, 2017)

FEE SUMMARY – BREAKDOWN BY TASK (dated November 13, 2017)

CERTIFIED PAYROLL

CONSULTANT AUDITS

INSURANCE CERTIFICATES

NOTE: DNA - Does Not Apply



## AGREEMENT

THIS AGREEMENT has been concluded at Bridgeport, Connecticut by and between the CITY OF BRIDEPORT, acting herein by Joseph P. Ganim, its Mayor, duly authorized, hereinafter referred to as the Municipality, and WSP USA Inc. authorized to practice professional engineering in Connecticut under the provisions of Section 20-306a of the General Statutes of Connecticut, as revised, acting herein by Anthony A. Moretti, its Connecticut Area Manager, hereunto duly authorized hereinafter referred to as the Consulting Engineer.

WITNESSETH, THAT,

WHEREAS, the Municipality has entered into a Master Municipal Agreement for Design Projects dated \_\_\_\_\_ and Project Authorization Letter dated \_\_\_\_\_ with the State of Connecticut, Department of Transportation, Bureau of Engineering and Highway Operations, herein after referred to as the State, to participate in Federal Funds under the Urban Component of the Surface Transportation Program as authorized by the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), and

WHEREAS, the Municipality has determined that because of Municipal manpower requirements, expertise, completion dates and other factors concerning the project, retention of engineering consultants for design services is warranted, and

WHEREAS, the Municipality desired to retain the Consultant to perform professional services for design of the PARK AVENUE TRAFFIC SIGNAL UPGRADE, and

WHEREAS, the Municipality has received notification of approval by the State of Connecticut to enter into an Agreement to retain professional services.

NOW, THEREFORE, KNOW YE THAT:

THE CONSULTING ENGINEER SHALL:

### ARTICLE 1. STANDARD PRACTICES AND REQUIREMENTS

Ascertain the standard practices of the Municipality prior to beginning any of the work on this project. All work required under the terms of this Agreement shall be performed in accordance with these standard practices, and the latest editions and revisions of the following:

1. Connecticut Department of Transportation "Consultant Administration and Project Development Manual".
2. Connecticut Department of Transportation "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction" (Form 817) and "Supplemental Specifications to the Standard Specifications for Roads, Bridges, and Incidental Construction" (Form 817).
3. Connecticut Department of Transportation "Highway Design Manual".
4. Connecticut Department of Transportation "Location Survey Manual".
5. Connecticut Department of Transportation "Specifications for Aerial Photography and Photogrammetric Mapping".
6. Connecticut Department of Transportation "Specifications for Checking Photogrammetric Mapping".
7. Connecticut Department of Transportation "Specifications for Monumenting and Mapping of State

- (Highways",
8. Connecticut Department of Transportation "Policies and Procedures for Property Maps".
  9. Connecticut Department of Transportation "Guide for the preparation of Section 13a-57 Plans".
  10. Connecticut Department of Transportation "Bridge Design Manual", as revised.
  11. Connecticut Department of Transportation "Drainage Manual".
  12. Connecticut Department of Transportation "Water Resources Coordination and Permit Processing Manual".
  13. Connecticut Department of Transportation "On-Site Mitigation for Construction Activities".
  14. Connecticut Guidelines for Soil Erosion and Sediment Control.
  15. "Connecticut Stormwater Quality Manual".
  16. Connecticut Department of Transportation "Geotechnical Engineering Manual".
  17. Connecticut Department of Transportation "Manual of Traffic Control Signal Design".
  18. Connecticut Department of Transportation "A Policy on the Accommodation of Utilities within the Highway Right of Way".
  19. Connecticut Department of Transportation "Public Service Facility Policy and Procedures for Highways in Connecticut".
  20. Connecticut Department of Transportation "Standard Drawings".
  21. Connecticut Department of Transportation "Bid Description Master File".
  22. Connecticut Department of Transportation "Weighted Unit Prices".
  23. Connecticut Department of Transportation "CADD/Graphics/GIS Standards Manual".
  24. Connecticut Department of Transportation "Bridge Inspection Manual Version 2.1", as revised.
  25. Connecticut Department of Transportation "Construction Manual" and Construction Advisories.
  26. Connecticut Department of Transportation "A Guide for Public Outreach".
  27. Connecticut Department of Transportation "Policy Statement Manual".
  28. Directives in the form of "Consulting Engineers General Memoranda" issued by the State prior to the consummation of this Agreement or such other directives and revisions as may be issued by the State during the term of this Agreement.
  29. Connecticut Guidelines for Soil Erosion and Sediment Control.
  30. U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Policy Guide, December 9, 1991, and all subsequent revisions thereto.
  31. U.S. Department of Transportation, Federal Highway Administration, Bridge Inspector's Manual 1990, as revised.

32. U.S. Department of Transportation, Federal Highway Administration. Bridge Inspector's Manual for Movable Bridges, as revised.
33. All Publications of the American Association of State Highway and Transportation Officials (AASHTO).
34. Transportation Research Board "Highway Capacity Manual (Special Report 209)".
35. Transportation Research Board "Other Guides, Reports, etc., related to Highway Design Construction".
36. Rules and Regulations concerning clearance on Railroads - Connecticut Public Utility Control Authority.
37. "Manual on Uniform Traffic Control Devices".
38. "American Standard Practice for Roadway Lighting" - Illuminating Engineering Society, American National Standards Institute.
39. The National Electrical Manufacturer's Association Requirements.
40. Rules and Regulations of the National Fire Protection Association.
41. Manual for Railway Engineering, Volumes 1, 2, 3, and 4, as revised, American Railway Engineering and Maintenance of Way Association.
42. Steel Construction Manual - American Institute of Steel Construction.
43. Standards for Specifying Construction of Airports-US Department of Transportation, Federal Aviation Administration.
44. The Connecticut State Fire Safety Code, current edition including current supplements, as adopted pursuant to CGS 29-292.
45. The Connecticut State Building Code, current edition including current supplements, as adopted pursuant to CGS 29-252.
46. Concrete Pipe Design Manual-American Concrete Piper Association Publications of Soil Conservation Service.
47. U.S. Geological Survey-Water Supply Publications Hydraulic Engineering Center Publication (USACOE).
48. Building Code Requirements for Reinforced Concrete (ACI318)-American Concrete Institute.
49. Manual for Construction and Maintenance of Track (M.W. 4).
50. National Electrical Safety Code, 1996 edition or (latest revised edition).
51. Rules, Standards and Installations Governing the Installation, Inspection, Maintenance and Repair of Signal Train Control Devices and Appliances issued by the United States Department of Transportation, Federal Railroad Administration, effective 2/27/84 or (latest edition).
52. Instruction for Making Test of Signal Apparatus, Metro North Commuter Railroad C&S2 and Conrail C&S27.
53. Instructions Governing Construction, Maintenance, changes and testing of Signal and Interlocking Systems - Metro-North Commuter Railroad C&S1, C&S1A and C&S2.

54. Special Instructions covering Construction and Maintenance of Signals and Interlocking Conrail C&S23.
55. Federal Railroad Administration Rules, Standards and Instructions for Railroad Signal Systems - Hours of Service.
56. Railway Electrification Guidelines. Canadian Electrical Code Part III (latest edition).
57. All Publications of the American Welding Society (AWS).
58. All Publications of the American Society of Testing and Materials (ASTM).
59. Association of American Railroads, Standard and Practices - Communication and Signal manuals (latest edition).
60. All publications of the American Railway Engineering And Maintenance-of-Way Association (AREMA) (latest edition).
61. Instructive coordination of electric supply and railroad communication/signal systems - principals and practices AAREEI Report.
62. Information and requirements for electric supply below 600 volts, Northeast Utilities, 1993 edition or (latest revised edition).
63. Supplement to Information and Requirements for Electric Supply Approved Metering Equipment 1993 edition or (latest revised edition).
64. U.S. Department of Transportation, Track Safety Standards, Federal Railroad Administration Office of Safety, November 1, 1992 or (latest edition).
65. Department of Transportation P5800.5, 1990 Emergency Response Guidebook.
66. Guidelines and Perimeters of "Item the International Guide to EMC".
67. Federal Register - Volume 56 No. 173/Friday, September 6, 1991. Appendix A to part 37 - "Standards for Accessible Transportation Facilities", ADA Accessibility Guidelines for Buildings and Facilities" or (latest revised edition).
68. Metro-North Commuter Railroad - SF1 "Instructions for the inspection of Bridges and Culverts, December 1988.
69. Bridge Welding Code, American Welding Society (D1.5).
70. In case of conflict between the State and Federal Standards and guidelines listed above, The FHWA standards and guidelines will prevail as the minimum.

ARTICLE 2. SURVEY, ~~PRELIMINARY ENGINEERING STUDIES~~, PRELIMINARY DESIGN, AND FINAL DESIGN

Perform such services, hereinafter described within the before mentioned limits, as are required to perform the survey, ~~preliminary engineering studies~~, preliminary design and final design more specifically described in Schedule A.

The Consulting Engineer shall provide expertise in the environmental sciences, such as, but not limited to, social, economic, and ecological fields in the design of the project.

If applicable, the Consulting Engineer shall employ or have on his staff an engineer of recognized standing in hydraulics acceptable to the State.

ARTICLE 3. ~~SUBSURFACE SOIL AND ROCK INVESTIGATIONS~~

~~Arrange for, supervise, inspect, and/or perform test borings, other subsurface investigations and laboratory tests, all as noted in the latest edition and revisions of the "Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008".~~

ARTICLE 4. COST ESTIMATES AND SUBMISSIONS

Prepare estimates in accordance with instructions in Connecticut Department of Transportation Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008", unless directed otherwise. The unit prices for all pay items shall be evolved from cost studies of job conditions relating to the individual pay items.

Submissions will be made in accordance with Chapter 300 "Design Development".

Such cost estimates are confidential and accordingly the Consulting Engineer agrees to take all reasonable steps to ensure that no such cost data will be allowed to be disclosed to any third party, and that any such disclosure will be deemed a breach of the Agreement and subject the Consulting Engineer to all legal damages arising from said breach.

ARTICLE 5. REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS, DESIGN SERVICES DURING CONSTRUCTION

1. Review, check, and approve when satisfactory, all shop and construction drawings necessary for fabrication, construction, operation, and maintenance of the design prepared by the Consulting Engineer, including those features of construction for which alternate or approved equals are allowed or specified, and whose details do not differ substantially from those shown on the plans or from those specified. This shall include, but not be limited to, all structural details, reinforcing bar lists, architectural details, erection and forming details, and sequence of construction. Payment shall be made in accordance with Article 34.

2. Review, when requested by the Municipality, plans and construction drawings such as falsework, cofferdam construction, sheet piling, and erection procedure submitted by the construction contractor, whether or not required by the latest edition of the "Standard Specifications for Roads, Bridges, Facilities and Incidental Construction". Payment shall be made in accordance with Article 34.

3. Attend meetings and conduct field visits (upon request by Municipality) for purposes of clarifying the Contract Documents and assisting the Field Inspector and Contractor during construction, including periodic attendance at progress meetings.

4. Review and issue supplemental information to Contractor's requests for design clarifications and changes (Response to RFI's and RFC's).

5. Review and issue supplemental information to Field Inspector's (by others/excluded) requests for design clarifications (Response to DI's).

6. For Field Design Changes, the Consulting Engineer will review the Field Inspector's (by others/excluded) or Contractor's proposed change and comment on it and archive sketch plans for use in preparing as-built drawings. The consultant will also provide a cost estimate and time analysis.

7. Perform, when requested by the Municipality and as Extra Work Items, other design services required during construction which are not due to errors or omissions by the Consulting Engineer.

#### ARTICLE 6. CONSULTATION DURING CONSTRUCTION

1. Make his services available during the construction phase for consultation, advice, and visits to the site of the work and elsewhere as may be directed by the Municipality.

2. Payment for construction and post-construction consultation services, which are not due to errors or omissions by the Consulting Engineer, shall be made in accordance with Article 35.

#### ARTICLE 7. WORK PERIOD

1. Submit all work stipulated in Schedule A, Paragraph 1 of this Agreement within XXX calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. A calendar day shall be every day in the week, Saturdays, Sundays, and holidays included.

~~2. Submit all work stipulated in Schedule A, Paragraph 2 of this Agreement within      calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed.~~

3. Submit all work stipulated in Schedule A, Paragraph 3 of this Agreement within XXX calendar days, commencing from the date stipulated by the Municipality in a formal notice to proceed. This time will be concurrent with the time specified in 7.1 above.

4. Submit all work stipulated in Schedule A, Paragraph 4 of this Agreement within XXX calendar days commencing from the date stipulated by the Municipality in a formal notice to proceed.

The Municipality may extend the allotted time beyond the period specified above when the work has been delayed for reasons beyond the control of the Consulting Engineer. The Consulting Engineer may present to the Municipality, in writing, request for extension of allotted time for completion of the work. The Municipality will evaluate such requests and if the Municipality determines such requests are based on valid grounds, shall grant such extension of time for completion of the work as the Municipality deems warranted. All requests for extension of time must be made prior to the time that the Consulting Engineer is in default. Decisions made by the Municipality relative to the granting of extension of time shall be final and binding.

The Consulting Engineer further agrees that no charges or claim for damages or additional compensation shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may determine, it being understood, however, that the permitting of the Consulting Engineer to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein.

The Municipality will not consider any proposal by the Consulting Engineer for renegotiation of the lump sum fee for work specified in Schedule A, paragraphs 1, 2, 3 and 4 unless 1\XXX calendar days have elapsed since the initial formal notice to proceed. A proposal may be considered by the Municipality, however, if such proposal is requested by the Municipality.

## ARTICLE 8. EXTRA WORK

Make any revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans or changes in the layout as may be ordered by the Municipality or any of its duly authorized representatives at any time during the life of this Agreement. No additional payment will be made for such revisions, additions, deletions, modifications, corrections, substitutions, or changes to the plans or layout, unless such changes constitute Extra Work.

Extra Work is defined as follows:

- (a) Such additional work as ordered by the Municipality beyond the scope of this Agreement to the extent that such work will not be reflected in the lump sum fee payment specified in this Agreement.
- (b) Such work as shall supersede or revise completed work that has been accepted in writing by the Municipality. Changes such as those to effect refinements in the designs and such as those made necessary by errors, omissions, oversight or neglect on the part of the Consulting Engineer, will not be considered Extra Work.

In the event that changes in the Consulting Engineer's proposed design are suggested which, in the opinion of the Consulting Engineer, would result in Extra Work, he shall immediately submit complete documentation of the claim and upon the Municipality's concurrence shall submit an estimate of the cost for the Extra Work and refrain from working in the area while the Municipality reviews the claim, or proceed otherwise if specifically directed by the Municipality. If approval is denied, the Consulting Engineer shall continue to process the work without delay and payment will be made according to the terms of this Agreement. No work, other than that for which a claim is being reviewed, shall be delayed pending a decision of the Municipality.

Unless the Consulting Engineer identifies and the Municipality acknowledges Extra Work prior to its performance, the Municipality will not be obligated to consider it as Extra Work after the fact.

Classification of any work as Extra Work, and also the method of evaluation of the amount of fee to be paid for such Extra Work, shall be the function of the Municipality, and the Municipality's decision shall be final and binding. Where the extent and cost of work to be performed can be determined in advance with reasonable accuracy, a mutually agreed upon lump sum fee may be the basis for payment. If the Municipality finds that the extent and cost of work to be performed cannot be determined in advance with reasonable accuracy, the payment for Extra Work shall be determined on the basis of the cost to the Consulting Engineer for performing such Extra Work, according to the provision of Schedule D.

Extra Work costs shall be segregated by the Consulting Engineer to facilitate audit at a later date by the State or the Federal Highway Administration.

Extra Work that results in an accumulative fee exceeding the amount specified in Schedule D shall be performed and paid for under a supplemental agreement specifically drawn for this work.

## ARTICLE 9. PROGRESS REPORTS

Submit to the Municipality, prior to the first billing for work performed, a progress report showing the percentage of each phase of the required services, based on the negotiated monetary value for each phase. The percentages agreed upon by the Municipality and the Consulting Engineer shall be used in the progress report submitted every calendar month and shall be binding upon the Consulting Engineer, unless adjusted at the discretion of the Municipality. Said progress reports shall be subject to examination and approval of the Municipality and shall be on forms furnished by the Consulting Engineer.

## ARTICLE 10. INVOICES

Submit to the Municipality invoices for payment on forms furnished by the Consulting Engineer in accordance with the then current format, subject to the terms of Articles 31, 32, 33, 34 and 35.

#### ARTICLE 11. MAINTENANCE AND AUDIT OF RECORDS

The Consulting Engineer agrees to incorporate the entire Maintenance and Audit of Records article of this Agreement, in all subconsultant agreements.

(a) Project Accounts

The Consulting Engineer shall maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable costs and maintain accounts and records in accordance with generally accepted accounting principles consistently applied.

(b) Allowable Costs

The authority for determining allowable costs under the Agreement shall be "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2," which is incorporated herein by reference.

(c) Audit and Inspection of Records

The Consulting Engineer shall permit the authorized representatives of the State, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of the Consulting Engineer relating to his performance under the Agreement until the expiration of three (3) years after final payment under this Agreement.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation, upon request, a detailed job cost report of all project costs incurred under this Agreement.

The Consulting Engineer further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the State, the U.S. Department of Transportation and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes work not exceeding \$25,000.00.

The periods of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the State, the Comptroller General, or any of their duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

In accordance with Title 23 CFR, Chapter 1, Part 172.7(d), the Connecticut Department of Transportation as recipient or subrecipient of federal-aid highway funds, may share the audit information in complying with the Municipality's or subrecipient's acceptance of a Consulting Engineer's overhead rates provided that the Consulting Engineer is given notice of each use and transfer.

(d) Record Retention

The Consulting Engineer agrees that it shall preserve all of its records and accounts concerning the implementation of this Agreement including, but not limited to, any records, books, or other documents relative to charges, including charges for Extra Work, alleged breaches of agreement, settlement of claims, soils and foundation services, or any other matter involving the Consulting Engineer's or Subcontractor's demand for compensation by the Municipality for a period of not less than three (3) years from the date of the final payment under this Agreement. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.



(e) Annual Audit of In-House Unit Cost Rates

The Consulting Engineer agrees to have a CPA perform an audit of any in-house unit cost rate(s) billed by the Consulting Engineer. The audit shall be performed in accordance with Government Auditing Standards promulgated by the Comptroller General of the United States. The schedule(s) which detail the computation of the audited unit cost rate(s) must present the individual expenses applicable and the actual usage which is the basis for the unit cost rate(s). The audit shall include the CPA's opinion as to whether the statement is fairly presented in accordance with "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2". This audit may be submitted with the audit of indirect costs. Failure to submit this audit will result in any costs billed by the Consulting Engineer for in-house charges to be considered ineligible for reimbursement.

The Consulting Engineer agrees to forward the above audit to the Office of External Audits of the Connecticut Department of Transportation within ninety (90) days following the close of each fiscal year for which the agreement covers.

The Consulting Engineer agrees to forward to the Office of External Audits of the Connecticut Department of Transportation within thirty (30) days of issuance, copies of audits of the in-house unit cost rates issued by other State or Federal Agencies that are performed in accordance with Government Auditing Standards using the criteria for determining acceptable costs contained in "Title 48, Chapter 1, Federal Acquisition Regulations, Parts 31.0, 31.1 and 31.2".

While it is the intent of the Municipality to rely on the work of the other States, Federal Agencies or independent Certified Public Accountant, the Municipality reserves the right to audit or review any records of the Consulting Engineer, review the working papers of the independent Certified Public Accountant and contact or obtain information from any other State or Federal Agency when in its judgment, the best interests of the Municipality so require.

ARTICLE 12. VISITS TO THE SITE

Make sufficiently frequent visits to the site during all stages of the design to detect changed field conditions, and if required, perform or arrange for additional surveys needed to modify and correct the plans, and adjust the designs as required to insure that the plan and design details are those best suited to the latest existing field conditions.

ARTICLE 13. CONFERENCES AND FIELD REVIEWS

Attend conferences at locations designated by the Municipality for consultation and review of data upon request of any party having direct concern with the project. Field reviews will be held as specified in Connecticut Department of Transportation "Connecticut Department of Transportation, Consultant Administration and Project Development Manual, September 2008". Additional field reviews will be held, if necessary.

ARTICLE 14. ENTRY UPON PRIVATE PROPERTY

Obtain permission to enter upon private property as an agent of the Municipality, from all owners or occupants of property involved in the survey and/or geological investigations for the location, relocation, construction, or reconstruction of any proposed or existing highway when such entry by the Consulting Engineer is required in order to complete this Agreement. The method of obtaining said permission or the procedure to follow if permission of the owner is denied shall be in conformance with current State policy, and the Consulting Engineer shall use care so that no unnecessary damage shall result.

ARTICLE 15. ENTRY SUBJECT TO SECURITY

Assume responsibility for obtaining all necessary permits that may be required and obtain clearance for entry onto any properties subject to security regulations.

#### ARTICLE 16. REVIEW OF WORK

Permit the Municipality, State Department of Transportation and/or the Federal Highway Administration to review at any time, all work performed under the terms of this Agreement at any stage of the work.

#### ARTICLE 17. RESPONSIBILITY FOR ACCURACY OF WORK

The standard of care for all services performed or furnished by Consulting Engineer and its affiliates and subconsultants will be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and in the same locality. Assume full responsibility for the accuracy of all products of its work under this Agreement including any supplements thereto, and shall so indicate by affixing the Connecticut Certificate of Registration Number for the Corporate Practice of Engineering by a corporation or limited liability company on the Title Sheet(s) of all plans and/or documents, as well as the signature and Connecticut Professional Engineer's Seal of the individual(s) in charge of the work performed under the terms of this Agreement. Each individual listed on the said Connecticut Corporate Certificate of Registration as an engineer or land surveyor for a corporation or limited liability company, or so listed on the subsequently amended Corporate Certificate of Registration, shall be registered as a Professional Engineer or Land Surveyor (whichever is appropriate) in Connecticut, throughout the life of this Agreement including any supplements thereto, all in accordance with existing Statutes of the State of Connecticut and the regulations of the State Board of Examiners for Professional Engineers and Land Surveyors.

With prior written approval of the Municipality, the Consulting Engineer shall retain a Connecticut registered Land Surveyor either as a member of his organization or as an independent subcontractor to perform all survey operations required under this Agreement, including any supplements thereto, all such performance being in strict conformance with all specifications and requirements established herein. The Consulting Engineer shall assume full responsibility for the accuracy of all products of his surveying work produced under this Agreement, including any supplements thereto and shall indicate acceptance of said responsibility by affixing the Connecticut Certificate of Registration Number for the Corporate Practice of Land Surveyors by a corporation or limited liability company, as well as the signature and Connecticut Land Surveyor's Seal of the individual(s) in charge of the work performed, on the Title Sheet(s) of all maps, plans, and/or other documents so produced.

#### ARTICLE 18. INFORMATION FROM OTHERS

Obtain information pertinent to the design of the project such as maps, plans and documents from other Consulting Engineers, municipalities, public utility companies, local authorities or others engaged in surveying, mapping, designing, including those working on traffic control and other facilities within or adjacent to this project.

#### ARTICLE 19. RELATIONSHIP WITH OTHERS

Cooperate fully with all representatives of all allied disciplines involved, including, but not necessarily limited to, other Consulting Engineers, State personnel, municipalities, officials, public utility companies and others engaged in surveying, mapping and designing, including those working on traffic control, and other facilities within or adjacent to this project; attend such meetings, discussions, hearings as may be requested from time to time by the Municipality to effectuate this cooperation; and comply with all directives given by the Municipality.

#### ARTICLE 20. INSURANCE

With respect to the operations performed by the Consulting Engineer under the terms of this Agreement and also those performed for the Consulting Engineer by its subcontractors, the Consulting Engineer will be required to carry for the duration of this Agreement, and any supplements thereto, with the State and Municipality being named as additional insured parties for paragraphs (A) and (B) below, the following minimum insurance coverages at no direct cost to the Municipality. In the event the Consulting Engineer secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraphs (A) and/or (B) below, the Municipality and the State of Connecticut shall be named as additional insured by policy endorsement.

#### A. COMMERCIAL GENERAL LIABILITY

The Consulting Engineer shall carry Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

#### B. AUTOMOBILE LIABILITY

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

#### C. RAILROAD PROTECTIVE LIABILITY (DNA)

~~When the Agreement involves work within fifty (50) feet of the railroad right-of-way or State-owned rail property, with respect to the operations performed by the Consulting Engineer and/or its subcontractor(s), the Consulting Engineer shall carry Railroad Protective Liability insurance providing coverage of at least Two Million Dollars (\$2,000,000) for each accident or occurrence resulting in damages from (1) bodily injury to or death of all persons and/or (2) injury to or destruction of property, and subject to that limit per accident or occurrence, an aggregate coverage of at least Six Million Dollars (\$6,000,000) for all damages during the policy period, and with all entities falling within any of the following listed categories named as insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way (iv) the State, and (v) any other party with an insurable interest. If such insurance is required, the Consulting Engineer shall obtain and submit evidence of the minimum coverage indicated above to the Municipality prior to commencement of the rail-related work and/or activities and shall maintain coverage until the work and/or activities is/are accepted by the Municipality.~~

#### D. VALUABLE PAPERS AND RECORDS

The Consulting Engineer shall secure and maintain a Valuable Papers Insurance Policy at no direct cost to the Municipality, until the complete design has been accepted by the Municipality, and all original tracings, highway and bridge design computations, survey data, documents or data will have been returned to the Municipality. This will assure the Municipality that all records, papers, maps, statistics, survey notes, all tracings, highway and bridge design and other data or documents will be reestablished, recreated or restored if made unavailable by fire, theft, or any other cause. When survey data is furnished by the Municipality or State it shall retain in its possession duplications of all survey plans and field notes. The Consulting Engineer shall retain in its possession duplications of all products of its work under this Agreement, if and when it is necessary for the originals to be removed from its possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-five Thousand Dollars (\$75,000) when the insured items are in its possession, and in the amount of Twenty Thousand Dollars (\$20,000) regardless of the physical location of the insured items.

#### E. WORKERS' COMPENSATION

With respect to all operations the Consulting Engineer performs and all those performed for the Consulting Engineer by subcontractors, the Consulting Engineer and subcontractor(s) shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of

the United States respectively.

#### F. PROFESSIONAL LIABILITY INSURANCE

ensure and maintain at no direct cost to the Municipality a Professional Liability Insurance policy for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000) per Claim and aggregate. The Consulting Engineer shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Consulting Engineer. The Consulting Engineer should obtain a policy containing such a deductible clause, the Consulting Engineer shall be liable, as stated above herein, to the extent of the deductible amount. The Consulting Engineer shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance.

It is understood that the above insurance may not include standard liability coverage for pollution and/or environmental impairment. However, the Consulting Engineer agrees to acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Consulting Engineer under this agreement.

Failure of the Consulting Engineer to maintain insurance coverage in accordance with the terms of the agreement shall constitute a violation of the agreement and shall subject the Consulting Engineer to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance.

#### G. CERTIFICATE OF INSURANCE

The Consulting Engineer agrees to furnish to the Municipality a policy endorsement and Certificate of Insurance on the form(s) provided by the Municipality, in conjunction with Items A, B, C, D, and E above, and a "Certificate of Insurance DOC-001", in conjunction with Item F above, fully executed by an insurance company or companies satisfactory to the Municipality, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

The Consulting Engineer shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the Municipality. In providing said policies, the Consulting Engineer may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this agreement/contract.

#### ARTICLE 21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The Consulting Engineer shall indemnify and save harmless the Municipality its officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance, negligent acts, errors or omissions in the work performed by the Consulting Engineer and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Consulting Engineer and/or any of its subcontractors of any of the covenants and specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

The Consulting Engineer shall indemnify the Municipality and its officers, agents and employees acting for the Municipality against any liability, including cost and expenses, incurred as the result of the violation of trade secrets, copyright, or right of privacy or publicity, arising out of the creation, delivery, publication or use of any data furnished under this Agreement; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Municipality provides notice to the Consulting Engineer as soon as practicable of any claim or suit, affords the Consulting Engineer an opportunity under applicable laws, rules or regulations to participate in the defense thereof, and obtains the Consulting Engineer's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction; nor do these provisions apply to material furnished to the Consulting Engineer by the Municipality and incorporated in data to which this clause applies.

It is further understood and agreed by the parties hereto, that the Consulting Engineer shall not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, including any suit between the Municipality and the Consulting Engineer, unless requested to do so by the Municipality. If this Agreement is between the State and a Municipality, the Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental Immunity.

#### ARTICLE 22. CONDITIONS FOR SUBCONTRACT OF WORK

Not subcontract any portion of the work required for the completion of this Agreement without the written approval of the Municipality. The form of the Subcontractor's Agreement shall be as developed by the Consulting Engineer and approved by the Municipality. The Consulting Engineer shall furnish to the Municipality certification of Public Liability and Property Damage Insurance Coverage, including the use of motor vehicles, for the operations to be performed by subcontract. Any work subcontracted by the Consulting Engineer will be paid for by the Municipality at the actual cost to the Consulting Engineer with no additions.

#### ARTICLE 23. COVENANT AGAINST CONTINGENT FEES

Warrant that he has not employed or retained any company or person other than a bona fide employee working solely for the Consulting Engineer, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consulting Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of the above stipulation the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the agreed price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

#### ARTICLE 24. ASSIGNMENT OR TRANSFER OF AGREEMENT

Warrant that he shall not sublet, subcontract, sell, transfer, assign, or otherwise dispose of the Agreement or any portion thereof, or of the work provided for therein, or of his right, title, or interest therein, to any person, firm, partnership, or corporation without the written consent of the Municipality. For breach or violation of the above stipulation the Municipality shall have the right to annul this Agreement without liability.

#### THE MUNICIPALITY SHALL

#### ~~ARTICLE 25. PUBLICATIONS AND DATA FURNISHED BY THE MUNICIPALITY (DNA)~~

~~Furnish all publications, prepared by the Municipality or State, noted in Article 1.~~

#### ARTICLE 26. CONFERENCES AND FIELD INSPECTIONS

Arrange and hold conferences as may be necessary, including visits to the site and inspection of the work at any time, at the request of any party or parties concerned. Conferences may be held at the office of the Municipality or at such other locations as may be required.

#### ARTICLE 27. TITLE SEARCH AND PROPERTY MAPS

Furnish title search information to the Consulting Engineer as provided by the State.

#### ARTICLE 28. ADVERTISING AND AWARDED CONSTRUCTION CONTRACTS

Advertise, receive bids for and award construction contracts for any or all work designed under the terms of this Agreement.

## ARTICLE 29. SHOP AND CONSTRUCTION DRAWINGS

Furnish all shop, construction, and working drawings as prepared by the construction contractor that are necessary for the fabrication and construction of the complete design prepared by the Consulting Engineer. However, the Consulting Engineer shall review these details in accordance with Article 5.

## ARTICLE 30. DETERMINATION OF EXTRA WORK

Consider as Extra Work that work which the Consulting Engineer is directed to perform beyond the scope and character of this Agreement if the requirements of Article 8 are met. Upon presentation by the Consulting Engineer of a request for payment for such work, the request shall be evaluated by the Municipality and, if found valid, the Municipality shall authorize payment therefore. In the event the Consulting Engineer requests payment for Extra Work which the Municipality determines is without basis or foundation, the Municipality may reject such request. The decision of the Municipality on the request for payment of Extra Work shall be final and binding. The overall project shall not be delayed pending the decision of the Municipality on such matters.

## ARTICLE 31. PROGRESS PAYMENTS

Pay the Consulting Engineer for work performed in accordance with the terms specified herein. The Consulting Engineer may request progress payments for work performed. These requests for payment may be submitted monthly and shall be made on invoice forms supplied by the Municipality. Progress payments will be made by the Municipality on the following basis:

Progress payments for the work specified in Schedule A, paragraphs 1, 2, 3 and 4 will be equal to ninety-seven and one half percent (97½%) of the lump sum fee specified in Schedule B, based on the percentage of completion of work specified in Schedule A, paragraphs 1, 2, 3 and 4.

No request for payment for work required under Schedule A, paragraph 4 shall be certified for payment until the work required under Schedule A, paragraphs 1, 2, and 3 has been completed and accepted by the Municipality, unless otherwise directed by the Municipality.

The Consulting Engineer may request the substitution of securities for retainage in accordance with Connecticut General Statutes Section 3-112a.

## ARTICLE 32. FINAL PAYMENT

1. Pay the Consulting Engineer if the Municipality does not award a construction contract for the work covered by this Agreement as specified in Schedule A, Paragraphs 1, 2, 3 and 4 within two (2) years following the acceptance of the completed design as follows:

Pay the Consulting Engineer at the expiration of two (2) years following the receipt of the completed design an amount equal to one hundred percent (100%) of the payment specified in Schedule B for the work performed in accordance with Schedule A, Paragraphs 1, 2, 3 and 4. From the payment thus computed shall be deducted all previous progress payments made to the Consulting Engineer for the work performed as specified in Schedule A. In this case there shall be no payment for the services to be furnished under the requirements of Articles 5 and 6, since work stipulated in these last named Articles will not be required.

2. Pay the Consulting Engineer if the Municipality awards a construction contract or contracts for the work covered by the design specified in Schedule A, Paragraphs 1, 2, 3 and 4 prior to the expiration of two (2) years following the receipt of the completed design as follows:

Pay the Consulting Engineer at the completion of the construction contract or contracts an amount equal to one hundred percent (100%) of the payment specified in Schedule B, for the work performed in accordance with Schedule A, Paragraphs 1, 2, 3 and 4 and make payment for services stipulated in Articles 5 and 6 in conformance with Article 34, Article 35, and Schedule C. From the figure thus obtained there shall be

deducted all previous payments.

For the purpose of this paragraph, "completion of the construction contract or contracts", shall be construed to mean when the construction has progressed on each contract or contracts to the extent that it is either opened for normal traffic use or it is deemed by the Municipality to be ready to be opened to normal traffic use and at which time the Municipality determines that the Consulting Engineer has fulfilled all his obligations under the terms of this Agreement.

#### ARTICLE 33. ~~PAYMENT FOR SOILS WORK; DNA~~

~~Pay the Consulting Engineer 45 days after receipt of an invoice the actual cost to the Consulting Engineer for soils and foundation explorations and soils laboratory tests, based upon approved estimates and invoices furnished by the Consulting Engineer for the work performed under the terms of Article 3 of this Agreement, less all previous payments for this work, and subject to the audit and approval of the Municipality. There shall be no surcharge or retained percentage on these payments.~~

~~The cost of the following soils engineering activities shall be considered as included in the payment for work specified in Schedule A, paragraphs 1, 2, and 3, and shall not be included in the payment made to the Consulting Engineer for soils and foundation work noted above.~~

- ~~(a) Preliminary studies in connection with soils work.~~
- ~~(b) Supervision, inspection, and staking of pilot boring or other subsurface field investigation areas of work.~~
- ~~(c) Preparation of soils program.~~

~~The cost of the following soils engineering activities shall be considered as included in the payment for work specified in Schedule A, paragraph 4.~~

- ~~(a) Development of reports, statements, estimates, contracts, and all other work necessary to implement the program approved by the Municipality.~~
- ~~(b) Supervision, inspection, and staking of boring work.~~
- ~~(c) Identification of Soils.~~
- ~~(d) Interpretation of boring data.~~
- ~~(e) Transporting, storing, and protecting soils and boring data.~~
- ~~(f) Planning, supervision, and inspection of soils laboratory work.~~
- ~~(g) Evaluation of all data in connection with soils and foundation explorations and tests.~~

#### ARTICLE 34. PAYMENT FOR REVIEW OF SHOP PLANS AND DESIGN SERVICES DURING CONSTRUCTION

Pay the Consulting Engineer as specified in Schedule C for Review of Shop Drawings for the work to be performed as required in Article 5, paragraphs 1 and 2. The Consulting Engineer may request partial payments for this work when he has completed his review of shop plans or construction drawings of an element of design requiring such review.

Pay the Consulting Engineer as specified in Schedule C for Design Services During Construction for the work to be performed as required in Article 5, paragraphs 3 through 6. The Consulting Engineer may request partial

payments for this work when he has completed a task associated with this work.

Any work required under Article 5, paragraph 7, shall be paid for as Extra Work.

#### ARTICLE 35. PAYMENT FOR CONSULTATION DURING CONSTRUCTION

Pay the Consulting Engineer Two Hundred Eighty Dollars (\$280) for a Principal and Eight Hundred Dollars (\$800) for an engineer including expenses for every eight (8) hour workday authorized by the Municipality. Portions of a day will be prorated to the nearest two (2) hour period.

#### THE MUNICIPALITY AND THE CONSULTING ENGINEER FURTHER MUTUALLY AGREE:

#### ARTICLE 36. DEVELOPMENT OF PLANS FROM SURVEY DATA

That the profiles and cross sections for the project may be developed from maps, field notes, and other data obtained by the Consulting Engineer or furnished by the Municipality insofar as such provide adequate coverage and that, if required, additional surveys shall be performed or arranged for by the Consulting Engineer to meet the project requirements for the complete design. Additional surveys shall include, but not necessarily be limited to, surveys to obtain data for changed ground conditions, additional cross sections, supplemental utility information, and bridge grids; also, additional field information required as a result of adjustments in the project layout and design.

#### ARTICLE 37. REDUCTION OR EXTENSION OF WORK

That the Municipality may limit, reduce, or extend any work proposed by the Consulting Engineer, or at its option, the Municipality may specify the extent and details of the work, perform any or all of the work with Municipality forces or by such other means as the Municipality may desire, with a corresponding decrease in the lump sum fee or an increase approved as Extra Work.

#### ARTICLE 38. REDUCTION IN SCOPE OF WORK

The Consulting Engineer agrees that should the scope of the work under this Agreement be reduced, it will be reflected in the fees noted in applicable schedules, through negotiations, without requiring a supplemental agreement. The Consulting Engineer further agrees that the Municipality may establish an interim administrative fee for the work under which the Consulting Engineer will continue work during negotiations.

#### ARTICLE 39. PRIORITY SEQUENCE

That the Consulting Engineer's normal sequence of operations in performing the work under the terms of this Agreement shall be varied, at the direction of the Municipality, to give priority in critical areas so that schedule, right-of-way clearance, and other Municipality commitments, either present or future, can be met.

#### ARTICLE 40. CONSTRUCTION CONTRACTS

That the design or any portion thereof prepared by the Consulting Engineer under the terms of this Agreement may be part of no more than two construction contracts in which are included items and designs or portions thereof prepared by others in any manner that the Municipality may choose at no additional cost to the Municipality.

#### ARTICLE 41. OWNERSHIP OF DOCUMENTS AND RIGHTS IN DATA

A. All products of the work, including but not limited to computer programs, associated digital data and documentation thereof created under the terms of this Agreement, as well as all copyright rights in all such products, shall become and remain the property of the Municipality. This shall include all partially completed work in the event that the Agreement is terminated before completion for any reason.



B. (1) The Consulting Engineer shall transfer to the Municipality, as part of the consideration for this Agreement, any and all copyright rights or other proprietary interests which the Consulting Engineer may have in materials ("Work Products") produced by it under the terms of this Agreement; and the Consulting Engineer shall, whenever so requested by (the Municipality), sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the Municipality a letter agreement, in form and content satisfactory to the Municipality, stating that the Consulting Engineer thereby irrevocably transfers to the Municipality all of its copyright and other proprietary rights in the Work Products designated by the Municipality in its related request. The Consulting Engineer agrees not to assert, establish or authorize others (including Subcontractors) to assert or establish any claim to copyright on products or data produced in the performance of this contract.

(2) If deemed appropriate by the Municipality in its sole discretion, the Consulting Engineer shall agree that any or all Work Products shall be deemed a work of joint authorship by the Municipality and the Consulting Engineer for copyright purposes, and shall be registered as such with the United States Copyright Office. The Consulting Engineer hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.

C. The Consulting Engineer shall not engage or allow any party ("Other Party") other than itself or the Municipality to contribute directly to the creation of any Work Product unless the Consulting Engineer has first obtained from said Other Party a written agreement ("Secondary Agreement") containing essentially the same terms as Section B above; i.e., the Other Party

(1) shall agree to transfer to the Municipality any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the Municipality so requests, shall agree to deem such Work Product a work of joint authorship by the Municipality and by Other Party, and, if appropriate, by the Consulting Engineer also; and

(2) shall agree to sign (with proper notarization or other lawful acknowledgement of its signature) and deliver to the Municipality any letter agreement ("Letter Agreement") of the kind described in Section B above which the Municipality shall request from it. The Secondary Agreement between the Consulting Engineer and an Other Party shall provide expressly that any such Letter Agreement delivered by the Other Party to the Municipality shall be directly enforceable by the Municipality, and that the execution, delivery, and enforceability of such a Letter Agreement are part of the consideration for the Secondary Agreement.

D. The Consulting Engineer shall not use for purposes other than the performance of this contract, nor shall the Consulting Engineer release, reproduce, distribute or publish any data produced in the performance of this contract nor authorize others to do so, without written permission from the Municipality.

#### ARTICLE 42. PREQUALIFICATIONS AND RIGHT OF REMOVAL

That the Municipality reserves the right to prequalify every employee of the Consulting Engineer and the Subcontractor(s) working on this project and the salary classification of each. The Municipality further reserves the right to require removal from the project of any person or persons employed by the Consulting Engineer or Subcontractor(s) performing services under this Agreement who in the opinion of the Municipality has misconducted himself or is incompetent or negligent in the due and proper performance of his duties or who neglects or refuses to comply with the requirements of this Agreement.

#### ARTICLE 43. — CONVERSION TO FEDERAL AID (DNA)

~~In the event that Federal Funds become available to finance the construction of this project, the Consulting Engineer shall alter the plans, specifications, and estimates in accordance with the latest requirements for Federal-aid projects. This work shall be considered as Extra Work and payment shall be made in accordance with Article 8.~~

#### ARTICLE 44. REVISIONS IN ORGANIZATION OF CORPORATION

That the Consulting Engineer shall notify the Municipality in writing when there is a change in its

Connecticut Certificate of Registration for the corporate practice of engineering or land surveying by a corporation or limited liability company in the State of Connecticut or a change in the individual(s) in charge of the work specified herein. Neither change shall relieve the Consulting Engineer of any responsibility for the accuracy and completeness of all products of the work under this Agreement, including any supplements thereto.

#### ARTICLE 44. — REVISIONS IN ORGANIZATION OF PARTNERSHIP (DNA)

~~That the Municipality, on written notice by the Consulting Engineer of changes in the partnership structure of his organization, may enter into a supplemental agreement with the new partners providing releases are provided to the Municipality from the former partner, or partners, stating that he/she has been compensated in full or that provision has been made for compensation in full for all work performed under terms of this Agreement and a financial statement is submitted showing that solvency of the partnership is maintained. The death of a partner shall not release the partnership from the performance of this Agreement and the remaining functions must be performed by the surviving partner(s) until the terms of this Agreement are fully executed. The withdrawal of any partner from the partnership shall not relieve him from his liability for performance of this Agreement.~~

#### ARTICLE 45. TERMINATION

That the Municipality, by written notice to the Consulting Engineer, may suspend, postpone, abandon, or terminate this Agreement for the convenience of the Municipality, for violation by the Consulting Engineer of any provision contained in this Agreement, or for any failure by the Consulting Engineer to render to the satisfaction of the Municipality the services required under this Agreement, including any failure to make acceptable progress with work required under this Agreement. Such action on the part of the Municipality shall in no event be deemed a breach of contract. Upon receipt of written notification from the Municipality that this Agreement is to be suspended, postponed, abandoned, or terminated, the Consulting Engineer shall immediately cease operations on work required under this Agreement. Upon receipt of written notification that this Agreement is to be abandoned or terminated, the Consulting Engineer shall also immediately assemble all material which is in its possession or custody and which has been prepared, developed, furnished, or obtained under the terms of this Agreement, and shall transmit the same, together with the Consulting Engineer's evaluation of the cost of the work performed, to the Municipality on or before the fifteenth day following the receipt of written notice of abandonment or termination. Said material shall include, but not be limited to, documents, plans, computations, drawings, notes, records, and correspondence. Upon receipt of this material, the Municipality shall make settlement with the Consulting Engineer in the following manners:

- (a) If the Municipality terminates this Agreement for its convenience, the Municipality shall pay the Consulting Engineer a percentage of the lump sum fee which is specified in Schedules B and C, said percentage to be the same as the percentage of work completed by the Consulting Engineer under this Agreement as of the designated date of termination.
- (b) If the Municipality terminates this Agreement because the Consulting Engineer has failed to fulfill its obligations under the Agreement, the Municipality may complete the work required hereunder by contracting with another party or by any other means, and the Consulting Engineer shall be liable for any additional costs incurred by the Municipality in doing so.
- (c) If the Municipality, after terminating the Consulting Engineer for alleged failure to fulfill its obligations under this Agreement, determines that the Consulting Engineer has not failed to fulfill those obligations, the rights and remedies of the parties shall be the same as if the Municipality had terminated the Agreement for convenience.

In determining the basis for such equitable settlement for items (a), (b), and (c) as indicated above, the Municipality shall take into account any monies owed the Consulting Engineer for work previously performed

under this Agreement, less any payments previously made for said work, and the amount of reimbursable expenses incurred by the Consulting Engineer, less any payments previously made, to reimburse the Consulting Engineer for those expenses.

The Consulting Engineer agrees to accept the Municipality's valuation of the work performed under this Agreement, and the Municipality will not be liable for any profit that the Consulting Engineer expected or might have expected to make on portions of the project work that have not been performed.

If postponement, suspension, abandonment, or termination is ordered by the Municipality because it lacks sufficient funding to complete or proceed with the Project, the Consulting Engineer may not make a claim against the Municipality in any form or forum for loss of anticipated profit or for any other reason related to the Project or to this Agreement.

The rights and remedies of the Municipality under this Article are in addition to any other rights and remedies that the Municipality may possess by law under this Agreement.

Decisions of the Municipality on matters discussed in this Article shall be final and binding.

#### ARTICLE 46. PAYMENT FOR SURVEY, ~~PRELIMINARY ENGINEERING STUDIES~~, PRELIMINARY DESIGN AND FINAL DESIGN

That payment to the Consulting Engineer for survey, preliminary engineering studies, preliminary design, and final design specified in Article 2 and more specifically described in Schedule A, paragraphs 1, 2, 3 and 4 shall be made in accordance with the provisions of Schedule B.

#### ARTICLE 47. REQUEST FOR FULL PAYMENT OF FEE

That, irrespective of the provisions of Articles 31 and 32 concerning retained fees, the Municipality may for good cause upon request of the Consulting Engineer, release any part of the fee as may be reasoned by the Municipality to be equitable and not in contravention of the Municipality's best interest.

#### ARTICLE 48. MAXIMUM PAYMENT BY THE MUNICIPALITY

That the total payment by the Municipality to the Consulting Engineer for survey, highway and bridge design, soils and foundation studies, subsurface investigations and explorations, consultation during construction, review of shop drawings, and other work specified by the terms of this Agreement, inclusive of Extra Work, shall not exceed the amount specified in Schedule E, Paragraph 3 unless provided for by means of a supplemental agreement.

#### ARTICLE 49. AGENT FOR SERVICE OF PROCESS

That the Secretary of the State of the State of Connecticut (including any successor thereto) is hereby appointed by the Consulting Engineer as its agent for service of process for any action arising out or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement including any supplements hereto and all renewals thereof, if any, and six (6) years thereafter, except as otherwise provided by Statute.

#### ARTICLE 50. CERTIFICATION OF CONSULTANT AND CERTIFICATION OF CITY OF BRIDGEPORT.

That the attached Certification of Consultant and Certification of City of Bridgeport is hereby made part of this Agreement.

#### ARTICLE 51. ATTACHMENTS TO AGREEMENT

As a condition to receiving federal financial assistance under the Contract/Agreement, if any, the Consulting Engineer shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in

implementation thereof, and the Title VI Contractor Assurances attached hereto, all of which are hereby made a part of this Agreement. The attached Schedules A, B, C, D and E are also made a part of this Agreement.

#### ARTICLE 52. CONFLICTS BETWEEN DOCUMENTS AND AGREEMENT

That in case of conflict between the terms of this Agreement and the terms or requirements of documents mentioned herein, the stipulations contained in this Agreement shall govern, and that wherever a blank ( ) or the words "DOES NOT APPLY" appears in all copies of this Agreement it is agreed by the parties hereto that this represents a deletion of a condition which does not apply to this contract.

#### ARTICLE 53. CONNECTICUT REQUIRED CONTRACT/AGREEMENT PROVISIONS - SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

The Consulting Engineer hereby acknowledges and agrees to comply with the Connecticut Required Contract/Agreement Provisions entitled "Specific Equal Employment Opportunity Responsibilities", dated March 3, 2009, a copy of which is attached hereto and made a part hereof.

#### ARTICLE 54. POLICY ON DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The Consulting Engineer agrees that the attached "Policy Statement, Policy No. F&A-19, April 17, 2006 Subject: Policy on Disadvantaged Business Enterprise Program", is hereby made a part of this Agreement. The Municipality advises the Consulting Engineer that failure to carry out the requirements set forth in this Policy Statement shall constitute a breach of contract and may result in termination of this Agreement by the Municipality or such remedy as the Municipality deems appropriate.

The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers For Federal Funded Projects", dated October 16, 2000, attached hereto and hereby made a part of this Agreement.

#### ARTICLE 55. ~~STATE EMPLOYEE CODE OF ETHICS (DNA)~~

~~The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy Statement No. F&A-10 Subject: Code of Ethics Policy", June 1, 2007, a copy of which is attached hereto and made a part hereof.~~

#### ARTICLE 56. NOTICE BETWEEN PARTIES TO AGREEMENT

It is mutually understood and agreed by the parties hereto that any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

(a) be in writing addressed to:

(i) when the Municipality is to receive such notice -

Joseph P. Ganim, Mayor  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

With copies to:

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

(ii) when the second party (or parties) is (are) to receive such notice-

Anthony A. Moretti, P.E., Area Manager  
WSP USA, Inc.  
500 Winding Brook Drive  
Glastonbury, CT 06033

the person(s) acting herein as signatory for the second party (or parties) receiving such notice;

- (b) be delivered in person or be mailed United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and
- (c) contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "official notice" as used herein, shall be construed to include but not be limited to any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s) provided, permitted, or required for the making or ratification of any change, revision, addition to or deletion from the document, contract, or agreement in which this "official notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

#### ARTICLE 57. FEE ADJUSTMENT

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Municipality determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the contract.

#### ARTICLE 58. DIRECT COST ITEMS

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in "Connecticut Department of Transportation Policy No. F&A-34, April 21, 2005, Subject: Policy on the Acquisition and Inventory of Equipment Purchased by Consultants".

#### ARTICLE 59. DESIGN SCHEDULE

It is imperative that project schedules be adhered to. The Municipality is completely confident that the Consulting Engineer has both the ability and desire to maintain the project schedule, however, the Municipality advises that project delays by the Consulting Engineer will not be tolerated, and the Consulting Engineer Selection Committee will be informed of Consulting Engineers who do not provide their services in a timely manner. Please communicate to your design team the importance of meeting the project schedule.

Separate calendar time will be allowed for each applicable design phase- ~~Preliminary Engineering,~~ Preliminary Design and Final Design. The Consulting Engineer shall not proceed with the initial design phase, or any succeeding design phase, until receiving a letter of authorization for each respective phase from the Municipality.

It is extremely important to insure that the project the Consulting Engineer is designing does not represent a product whose cost exceeds the budget. The Consulting Engineer shall periodically review scope and cost in order to identify any discrepancy between budget and cost estimate for construction. The Municipality shall be advised immediately if the project estimate of construction costs exceeds the budget, so that modifications can be investigated to bring the project back within budget.

## ARTICLE 60. SUSPENSION OR DEBARMENT

That Suspended or debarred contractors, Consulting Engineers, suppliers, materialmen, lessors or other vendors may not submit proposals for a Municipality contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(1) The signature on the Agreement by the Consulting Engineer shall constitute certification that to the best of its knowledge and belief the Consulting Engineer or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

- a. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)b. of this certification; and
- d. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the Consulting Engineer is unable to certify to any of the statements in this certification, such Consulting Engineer shall attach an explanation to this Agreement.

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

- (a) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ARTICLE 61. PROMPT PAYMENT TO SUBCONTRACTOR(S) AND RELEASE OF RETAINAGE

The Consulting Engineer hereby acknowledges and agrees to comply with the policies enumerated in Commissioner's Letter dated October 26, 1988 Re: Prompt Payment to Subcontractor(s), a copy of which is attached hereto and made a part hereof.

The Consulting Engineer shall pay the subcontractor for work performed within thirty (30) days after the Consulting Engineer receives payment for the work performed by the subcontractor. Also, any retained monies on a subcontractor's work shall be paid to the subcontractor within thirty (30) days after satisfactory completion of all the subcontractor's work.

For the purpose of this Article, satisfactory completion shall have been accomplished when:

- (1) The subcontractor has fulfilled the contract requirements of both the Municipality and the subcontract for the subcontracted work, including the submission of all submittals and audit requirements stipulated in Article 11(f), when applicable, and
- (2) The work done by the subcontractor has been reviewed and accepted by the Municipality and final approval of the subcontractor's work has been determined and agreed upon.

If the Consulting Engineer determines that a subcontractor's work is not complete, the Consulting Engineer shall notify the subcontractor and the Municipality, in writing, of the reasons why the subcontractor's work is not complete. This written notification shall be provided to the subcontractor and the Municipality within twenty-one (21) days of the subcontractor's request for release of retainage.

The above requirements are also applicable to all sub-tier subcontractors and the above provisions shall be made a part of all subcontract agreements.

Failure of the Consulting Engineer to comply with the provisions of this section will be reflected in the "Consultant Performance Evaluation" for future projects.

#### ARTICLE 62. CONNECTICUT DEPARTMENT OF TRANSPORTATION SUBCONSULTANT PAYMENT LOG

The Consulting Engineer understands and agrees that a "Connecticut Department of Transportation Subconsultant Payment Log" Form shall be completed quarterly (January, April, July, and October) and furnished to the Municipality for each subconsultant the Consulting Engineer utilizes under this Agreement. Instructions for completing and processing this Form are stipulated on its reverse side. A copy of said form is included herewith.

#### ARTICLE 63. GOVERNMENTAL AGENCY EXEMPTION

The Consulting Engineer hereby acknowledges and agrees to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The attached copy of the "Governmental Agency Exemption Certificate" is hereby made a part hereof.

#### ARTICLE 64. ~~SMALL CONTRACTOR AND/OR SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES (SET ASIDE) (DNA)~~

~~The Consulting Engineer shall cooperate with the State in implementing the required contract obligations concerning "Small Contractor" and/or "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 32-9c of the Connecticut General Statutes, as revised. The Consulting Engineer shall comply with this provision in accordance with the "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set Aside)" dated March, 2001, attached hereto and hereby made a part of this Agreement.~~

~~The State advises the Consulting Engineer that failure to carry out the requirements set forth in said "Special Provisions, Small Contractor And Small Contractor Minority Business Enterprises (Set Aside)" shall constitute a breach of contract and may result in termination of this Agreement by the State or such remedy as the State deems appropriate.~~

#### ARTICLE 65. USE OF COMPUTER AIDED DESIGN AND DRAFTING FILE(S)

The Municipality makes no express or implied warranty of any kind with regard to the particular Computer Aided Design and Drafting File(s) provided to the Consulting Engineer under this Agreement, if any, its documentation, or its fitness for any use or purpose, including but not limited to the implied guarantees of fitness for a particular purpose. The Municipality shall not be held liable for errors contained herein, or for any consequential

or incidental damages which may arise in connection with the use, performance, duplication, modification, transfer or distribution of these files or copies thereof.

#### ARTICLE 66. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Consulting Engineer certifies, by signing and submitting this Bid, Agreement, Contract Proposal, to the best of his/her/its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consulting Engineer, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of 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 Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consulting Engineer shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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.

The Consulting Engineer also agrees by submitting his/her/its Bid, Agreement, Contract, Proposal that he/she/it shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

#### ARTICLE 67. CODE OF ETHICS FOR PUBLIC OFFICIALS AND LOBBYISTS

The Consulting Engineer shall comply with the provisions contained in Section 1-86e of the Connecticut General Statutes, which provides as follows:

- (a) No person hired by the state as a Consulting Engineer or independent contractor shall:
  - (1) Use the authority provided to the person under the contract, or any confidential information acquired in the performance of the contract, to obtain financial gain for the person, an employee of the person or a member of the immediate family of any such person or employee;
  - (2) Accept another state contract which would impair the independent judgment of the person in the performance of the existing contract; or
  - (3) Accept anything of value based on an understanding that the actions of the person on behalf of the state would be influenced.
- (b) No person shall give anything of value to a person hired by the state as a Consulting Engineer or independent contractor based on an understanding that the actions of the Consulting Engineer or independent contractor on behalf of the state would be influenced.

#### ARTICLE 68. ~~STANDARD BENTLEY FILE (DNA)~~

~~All CADD-related submissions made by the Consulting Engineer will have to comply with the standard~~



#### ARTICLE 69. AMERICANS WITH DISABILITIES ACT

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

#### ARTICLE 70. PAYMENT OF RECOVERABLE COSTS DUE THE MUNICIPALITY

The Municipality shall have the right to set off against amounts otherwise due to the Consulting Engineer under this Agreement or under any other agreement or arrangement that the Consulting Engineer has with the Municipality (a) any costs that the Municipality incurs which are due to the Consulting Engineer's non-compliance with this Agreement and (b) any other amounts that are due and payable from the Consulting Engineer to the Municipality. Any sum taken in set-off from the Consulting Engineer shall be deemed to have been paid to the Consulting Engineer for purposes of the Consulting Engineer's payment obligations under Connecticut General Statute Section 49-41c.

#### ARTICLE 71. EXECUTIVE ORDERS

##### A. Executive Orders

This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Consulting Engineer's request, the Department shall provide a copy of these orders to the Consulting Engineer.

#### ARTICLE 72. JURISDICTION AND FORUM LANGUAGE

This Agreement shall be governed, interpreted and construed under and in accordance with the laws of the State of Connecticut, whether or not its conflict of laws principles would dictate otherwise. This Agreement shall be deemed to have been made in Bridgeport, Connecticut.

Nothing herein shall be construed to waive any of the State's immunities.

#### ARTICLE 73. LITIGATION

This Consulting Engineer agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Consulting Engineer further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

ARTICLE 74. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this agreement/contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. The SEEC Form 11 is attached hereto and hereby made a part of this agreement/contract.

ARTICLE 75. MAXIMUM FEES

The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in Policy No. F&A-30, dated July 23, 2015; Subject: Maximum Fees for Architects, Engineers and Consultants, which is attached hereto and hereby made a part of this Agreement. Policy No. EX. O. -33, dated June 25, 2015, is also attached hereto and hereby made a part of this Agreement and the guidelines stipulated therein are to be utilized, when applicable, in accordance with this Policy Statement.

The Municipality shall ensure that all parties are in compliance with the audit requirements set forth in Title 23, Section 172 of the Code of Federal Regulations (CFR), as revised, when retaining architects, engineers, and/or consultants.

ARTICLE 76. CORE AGREEMENT/CONTRACT PURCHASE ORDER

The Agreement itself is not an authorization for the Consulting Engineer to provide goods or begin performance in any way. The Consulting Engineer may provide goods or begin performance only after it has received a duly issued purchase order against the Agreement. A Consulting Engineer providing goods or commencing performance without a duly issued purchase order in accordance with this section does so at the Consulting Engineer's own risk.

WITNESSES:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

\_\_\_\_\_  
Typed Name:

CITY OF BRIDGEPORT

By \_\_\_\_\_ (Seal)  
Typed Name: Joseph P. Ganim, Mayor

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

CONTRACTING ENGINEER  
WSP USA INC.

By \_\_\_\_\_ (Seal)  
Typed Name: Anthony A. Moretti  
Area Manager/Vice President

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

CONNECTICUT CORPORATE ENGINEERING  
PRACTICE -- CERTIFICATE OF  
AUTHORIZATION NO. \_\_\_\_\_

SCHEDULE A  
WORK TO BE PERFORMED  
REFER TO ARTICLE 2

I. SURVEY

A. GENERAL TERMS AND CONDITIONS

The Consulting Engineer shall perform all work required under the terms of this agreement in English measurements, unless directed in the Detailed Scope of Work.

The Consulting Engineer, in accordance with all State/Federal manuals (as revised) listed in this agreement, shall accomplish the survey as outlined herein and agreed to in the Detailed Scope of Work.

Either photogrammetric, ground survey or a combination of both methods may be utilized to perform the survey. As applicable, the final survey mapping shall be signed and sealed by a Licensed CT Land Surveyor and/or a Certified American Society of Photogrammetry and Remote Sensing (ASPRS) photogrammetrist. This signature and seal shall be indicative that all work was performed under the direct supervision of the respective professional and that it meets all applicable Department of Transportation specifications.

Where the Consulting Surveyor feels there is a deviation from the Regulations of State Agencies Sections 20-300b-1 through 20 and applicable State/Federal manuals the surveyor shall contact the Office of Central Surveys for clarification regarding the services to be rendered.

B. TYPICAL REQUIREMENTS

Unless otherwise waived by the Office of Central Surveys or revised in the detailed Scope of Work, the following standards and procedures shall be adhered to:

- (a) All deviations from the applicable current C.D.O.T. manuals must be documented and concurred to by the Office of Central Surveys prior to commencement of survey activities.
- (b) All drafting shall be accomplished utilizing current MicroStation cell libraries and graphic standards.
- (c) All survey control networks shall be approved by the Office of Central Surveys prior to the commencement of further mapping phases.
- (d) All mapping shall be prepared three dimensionally with the surface generated utilizing DTM methodology. A MicroStation formatted graphic TIN file shall also be submitted as a final deliverable product.
- (e) Monumentation that identifies the location of Highway, Street, Private Property and Easement Lines shall be field located in accordance with Class A-2 horizontal accuracy standards pursuant to Sections 20-300b-1 through 20 of the Regulations of State Agencies. A sufficient amount of actual field located points, in the surveyors professional opinion and as concurred to by the Office of Central Surveys, shall be depicted on all plans or be cause for rejection.
- (f) All new mapping shall be prepared using the Connecticut State Plane Coordinate System (NAD 83) pursuant to Conn. General Statutes 13a-255 unless specifically waived by the Office of Central Surveys.
- (g) All field notes, data collection files, computations and material related to the preparation of mapping along with all final digital mapping files are the property of the State of Connecticut Department of Transportation and must be submitted at the conclusion of survey activities for

public record retention.

- (h) Final digital mapping files shall accurately agree with the final delivered signed and sealed mylar plan originals. The Original signed and sealed mylars shall be the actual final mapping product and therefore shall reflect any and all applicable extra work assignments. Failure to comply with this requirement shall be cause for rejection of work and is subject to the withholding of final payments by the Municipality.

## ~~2. PRELIMINARY ENGINEERING STUDIES (DNA)~~

~~Perform the necessary engineering studies and render all services necessary to prepare preliminary sketches and other data more specifically described as follows:~~

- ~~(a) Make a thorough investigation, study, and evaluation of the information and data furnished by the Municipality.~~
- ~~(b) Develop preliminary sketches making such geometric and operational analyses to insure the safest, most efficient and aesthetically acceptable highway arrangement within the project limits, utilizing the following:
  - ~~1. Location or design study reports containing a description of the alternatives considered and discussion of the anticipated social, economic and environmental effects for each pointing out the significant differences and reasons supporting the proposed location or design. Prior studies will be listed and the relative consistency of the alternatives with the goals and objectives of any plan that has been adopted by the community concerned.~~
  - ~~2. A report on the analysis and summary of views received concerning the proposed project.~~~~
- ~~(c) Submit to the Municipality preliminary engineering plans, profiles, typical sections, and supporting data in such detail that the geometric, operational, and intersection features will be clearly defined.~~

~~Comments on the preliminary engineering submission will be withheld until review by the State is complete. Work described in paragraph 3 below for the preliminary design of the project shall not commence until the preliminary engineering submission has been reviewed and approved in writing by the State.~~

## 3. PRELIMINARY DESIGN

The Consulting Engineer shall perform and prepare the preliminary design as outlined herein, in the Detailed Scope of Work. The tasks listed under "PD Phase" shall be performed under this phase.

- (a) Submit to the State a proposed design of the traffic signals.
- (b) Prepare a preliminary design report outlining design parameters, criteria used, and any other special conditions encountered.
- (c) Submit to the State preliminary plans and supporting data for the construction of traffic signals, all to scales and annotated plans acceptable to the State.

Comments on the preliminary design will be withheld until review by the State is complete. Work described in paragraph 4 below for the final design of the project shall not commence until the preliminary design has been reviewed and approved in writing by the State, unless otherwise directed.

Under no circumstances shall the Consulting Engineer commence the final design until authorized to do so by the State in writing.

#### 4. FINAL DESIGN

The Consulting Engineer, shall perform and prepare the final design as outlined herein and in the Detailed Scope of Work. The tasks listed under "FD Phase" shall be performed under this phase.

Prepare a complete design, including plans, specifications, computations, quantity and cost estimated, job special provisions, and other documents. The plans, specifications, estimates, and all other data shall be developed and submitted by the Consulting Engineer in such a manner that the construction work on this project may be performed under no more than one construction contracts.

SCHEDULE B  
PAYMENT FOR SURVEY, PRELIMINARY ENGINEERING STUDIES, PRELIMINARY DESIGN  
AND FINAL DESIGN  
REFER TO ARTICLE 46

1. SURVEY

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 1 shall be \$40,056

~~2. PRELIMINARY ENGINEERING STUDIES~~

~~—————The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 2 shall be \$—————~~

3. PRELIMINARY DESIGN AND FINAL DESIGN

The lump sum fee payment to the Consulting Engineer for work specified in Article 2 and more specifically described in Schedule A, Paragraph 3 and 4 shall be \$262,472

4. DIRECT COST

The Consulting Engineer may bill direct costs for transportation, communication, subsistence, shipping and postage, police protection, reproduction, traffic counts and test pit excavation to a maximum of \$41,200. The Consulting Engineer and subconsultants may bill direct costs for meals, subsistence and transportation, if applicable, in accordance with the latest State Travel Regulations-State Managers limiting amounts. All mileage, including that for rental cars, will be reimbursed at the current mileage rate only.

All direct costs must be substantiated by receipts and may not exceed the actual cost to the Consulting Engineer.

SCHEDULE C

~~\_\_\_\_\_ PAYMENT FOR SOILS BORINGS AND TESTING~~  
~~\_\_\_\_\_ REFER TO ARTICLE 33~~  
~~\_\_\_\_\_ PAYMENT FOR REVIEW OF SHOP PLANS~~  
~~\_\_\_\_\_ REFER TO ARTICLE 34~~  
~~\_\_\_\_\_ PAYMENT FOR CONSULTATION DURING CONSTRUCTION~~  
~~\_\_\_\_\_ REFER TO ARTICLE 35~~

~~1. \_\_\_\_\_ PAYMENT FOR SOILS WORK~~

~~\_\_\_\_\_ The payment to the Consulting Engineer for soils borings and testing, as specified in Article 3, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 33 if this service is requested by the Municipality.~~

~~2. \_\_\_\_\_ REVIEW OF SHOP PLANS AND CONSTRUCTION DRAWINGS, DESIGN SERVICES DURING CONSTRUCTION~~

~~\_\_\_\_\_ The lump sum fee payment to the Consulting Engineer for review of shop plans and construction drawings, as specified in Article 5, Paragraphs 1 and 2 shall be paid in accordance with provisions of Article 34 if this service is requested by the Municipality. The Lump Sum fee is \$.~~

~~\_\_\_\_\_ The lump sum fee payment to the Consulting Engineer for design services during construction as specified in Article 5, Paragraphs 3 through 6 shall be paid in accordance with provisions of Article 34 if this service is requested by the Municipality. The Lump Sum fee is \$.~~

~~3. \_\_\_\_\_ CONSULTATION DURING CONSTRUCTION~~

~~\_\_\_\_\_ The payment to the Consulting Engineer for consultation during construction, as specified in Article 6, paragraphs 1 and 2 shall be paid in accordance with the provisions of Article 35 if this service is requested by the Municipality.~~



SCHEDULE D  
PAYMENT FOR EXTRA WORK  
REFER TO ARTICLE 8

1. The certification of the payroll shall be dated, signed, and read as follows: "I, (Name of Company Official and Title), do hereby certify that during the period covered by this payroll all personnel shown were working on approved Extra Work, and their classification, rate of pay, hours worked, and amount earned is a true and accurate report."
2. The maximum hourly rate for each classification of employee to be used for such purpose shall be as follows and additional classifications if required must be submitted to the Municipality for prior written approval.

CLASSIFICATION OF EMPLOYEE

MAXIMUM HOURLY RATE OF PAY

Classification and rates to be determined during negotiations for Extra Work.

3. A certified percentage of the certified payroll for burden, fringe, and overhead costs will be added to the certified payroll costs. For progress payment purposes, the percentage for burden, fringe, and overhead costs will be determined during negotiations. The percentage will be revised annually based on a State approved audit of burden, fringe, and overhead costs of the previous year's experience. A final adjustment based on a State approved audit will be made to all progress payments reflecting the actual percentage for burden, fringe, and overhead experienced during each calendar year in which the work was performed.
4. To the certified payroll plus burden, fringe and overhead costs shall be added a fixed fee for profit to be determined upon submission of an authorized Extra Work Claim.
5. The fixed fee for profit will not vary with the actual cost of the work but it may be increased by a supplemental agreement if the scope of the work under this Schedule is enlarged. The fee may be decreased without a supplemental agreement if (a) the work under this Schedule is decreased, (b) a termination occurs, or (c) the Agreement is allowed to expire when available State funds are exhausted before the work is completed.
6. Overtime work, when authorized by the Municipality, shall be paid for by the Municipality at "straight time" rates except when otherwise required by law or regulation or when otherwise approved by the Municipality. The surcharge for burden, fringe, and overhead shall be applied only to the "straight time" portion of overtime pay.
7. The total payment for Extra Work shall not exceed \$34,372.

SCHEDULE E  
MAXIMUM PAYMENT BY THE MUNICIPALITY  
REFER TO ARTICLE 48

1. PAYMENT FOR SURVEY, ~~PRELIMINARY-ENGINEERING STUDIES~~, PRELIMINARY DESIGN, FINAL DESIGN, DIRECT COSTS, SOILS BORINGS AND TESTINGS, REVIEW OF SHOP PLANS AND CONSULTATION DURING CONSTRUCTION

The total payment contained in Schedules B and C for work specified under this Agreement exclusive of Extra Work shall not exceed \$343,728

2. EXTRA WORK

The total payment for Extra Work as specified in Schedule D shall not exceed \$34,372

3. MAXIMUM PAYMENT BY THE MUNICIPALITY

The total payment for work specified under this Agreement shall not exceed \$378,100



OFFICE OF THE  
**DEPARTMENT OF PUBLIC FACILITIES**

999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7130

**JOHN K. RICCI**  
*Director Public Facilities*

JOSEPH P. GANIM  
Mayor

COMM. 56-18 Ref'd to Contracts Committee on 03/18/2019.

March 12, 2019

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

**Re: Resolution**

Attached please find a Resolution for the lease of 1053-1057 East Main Street and 440 Arctic Street for the East Side Senior Center, to be referred to the **Contracts Committee** of the City Council.

If you have any questions or require any additional information, please contact me at 203-576-7130 or [john.ricci@bridgeportct.gov](mailto:john.ricci@bridgeportct.gov).

Thank you,

  
John Ricci  
Director, Public Facilities

RECEIVED  
CITY CLERKS OFFICE  
19 MAR 12 PM 4:36  
ATTEST  
CITY CLERK

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Lease Agreement**

between

**The City of Bridgeport**

and

**East Main Development, LLC**

**WHEREAS**, the City of Bridgeport (“the City”), acting through the Department of Health and Social Services, entered into a lease agreement for the East Side Senior Center located at 1053-1057 East Main Street and 440 Arctic Street (“Premises”) from July 1, 2015 through June 30, 2018 using Community Development Block Grant (CDBG) funds; and

**WHEREAS**, when the lease expired it was no longer eligible for CDBG payments and, therefore, the City, now acting through the Department of Public Facilities (“Public Facilities”), assumed responsibility for the payment of rent on July 1, 2018 from the Public Facilities budget; and

**WHEREAS**, the new lease was delayed by negotiations surrounding the condition of the roof; however, East Main Development, LLC (“Landlord”) has agreed to repair the roof by April 30, 2019; and

**WHEREAS**, the City, through Public Facilities, and in the best interest, safety and welfare of Bridgeport’s East Side’s senior residents, desires to continue the operations of the Senior Center and therefore desires to enter into a 2-year lease from July 1, 2018 to June 30, 2020; and

**WHEREAS**, the Landlord has agreed to allow the City to utilize the space located at the Premises for continuing the operation of the Senior Center.

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

1. That it hereby authorizes the City to enter into a two-year Lease with East Main Development LLC, and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Public Facilities**, to execute all documents, with the approval of the Office of the City Attorney, necessary to effectuate the Lease Agreement.

**Schedule A**  
**Leased Premises**

## LEASE AGREEMENT

**THIS AGREEMENT**, (herein after referred to as the "Lease") entered into as of the \_\_\_ day of April 2019, by and between the East Main Development, LLC, a limited liability company organized and existing under the laws of the State of Connecticut, with an offices at 1025 East Main Street, Bridgeport, Connecticut 06608 ("Landlord") and the City of Bridgeport, a municipal corporation organized and existing under the laws of the State of Connecticut with offices located at 45 Lyon Terrace, Bridgeport, Connecticut 06604 ("the City" or "Tenant").

**WHEREAS**, Landlord owns certain real property known generally as 1053-1057 East Main Street and 440 Arctic Street, Bridgeport, CT ("Gross Premises" or "Leased Premises"); and

**WHEREAS**, the City, under the Department of Public Facilities and in the best interest, safety and welfare of Bridgeport's East Side's senior residents, desires to continue the operations of the Senior Center; and

**WHEREAS**, East Main Development, LLC has agreed to allow the City of Bridgeport to utilize the space located at the Gross Premises for continuing the operations of the Senior Center.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

### ARTICLE I

#### **Description of Leased Premises**

Section 1.1 – Leased Premises. The Landlord hereby leases to the Tenant that portion or 1043-57 East Main Street, Bridgeport, CT and 440 Arctic Street, Bridgeport, CT as depicted in Schedule attached hereto and made a part hereof, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street road or highway to the center line thereof in front of or adjoining said parcel of land ("Leased Premises"). **Schedule A** illustrates those designated areas that are part of the lease for the Senior Center. Within the Gross Premises, Landlord shall also make available no less than 3 parking spaces for Tenant, its agents, employees, licensees and invitees.

Section 1.2 – Term. The initial term of this Lease shall be for a period of two (2) years; commencing on July 1, 2018 and it shall terminate June 30, 2020 unless sooner terminated under the term of this Lease.

## **ARTICLE II**

### **Rent**

Section 2.1 – Basic Rent. The monthly Basic Rent shall be due by the 1<sup>st</sup> day of each month:

Year 1: \$3,833.33/per month (July 1, 2018 – June 30, 2019)

Year 2: \$4,033.33/per month (July 1, 2019 – June 30, 2020)

Section 2.2 – Taxes. The Landlord shall be responsible for the payment of any and all real or personal property taxes, water and sewer charges that may be assessed against the Leased Premises and any renewal periods that may be exercised.

Section 2.3 – No Notice. The Tenant shall make all payments of Basic Rent and any other payments provided for in this Lease without notice or demand.

Section 2.4 – Place of Payment. Payment of Basic Rent shall be made to the Landlord at the address appearing at the beginning of this Lease, to such other person, legal entity or address as the Landlord shall designate by written notice to the Tenant.

Section 2.5 – Additional Rent. If additional space is available and needed the additional rent will be \$18.00 per square FT.

Section 2.6 – Rent, Generally. All costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises (except rent), including without limitation, all taxes, insurance and operating costs shall be paid by Landlord.

## **ARTICLE III**

### **Use**

Section 3.1 – Use of Premises. The Tenant covenants and agrees that during the term of this Lease, the Leased Premises shall only be used and occupied for the continued use as a senior center and such ancillary uses as appropriate. The Tenant will not do or suffer any waste or damage to any portion of the Leased Premises. This Section shall apply to any assignees or sublet per Section 11.1.

Section 3.2 – Unlawful Purpose. Without prejudice to the specificity of Section 3.1 above, the Tenant will not use or allow the Leased Premises or any part thereof to be used or occupied for any immoral or unlawful purpose and will not suffer any act to be done or any condition to exist on the Leased Premises or any part thereof or any article to be brought thereon which may be dangerous (unless safeguarded as required by law) or which may, in law, constitute a nuisance,

public or private, or which may make void or voidable any insurance then in force with respect thereto.

Section 3.3 – Compliance With Laws and Regulations. Throughout the Term of this Lease, the Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements which may be applicable to the Leased Premises.

Section 3.4 – Rubbish and Vermin. The Tenant agrees to dispose of all trash and rubbish generated at the Leased Premises in Landlord's designated containers and to keep all rubbish in closed containers and to keep the areas to the rear, front and sides of the Leased Premises free from boxes, cartons, and rubbish. Landlord shall bear the cost of regular removal of the trash from said containers.

#### **ARTICLE IV**

##### **Tenant and Landlord's Covenants**

Section 4.1 – Landlord's Further Obligations. Landlord shall be responsible for carrying out all necessary repairs to the Building (structural and non-structural) including the roof and the Buildings systems. The Landlord shall also be responsible for the replacement of any portion of the mechanical systems (HVAC, electrical, and plumbing) in addition to normal repair and maintenance. The Tenant agrees to give the Landlord prompt notice of any detective condition in any or the Leased Premises. Landlords agrees to make all repairs within 90 clays after notice.

Notwithstanding the foregoing, the Landlord understands and agrees that the roof is in current need of immediate repair and will repair said roof to stop all leaks and damage to Tenant's property by **April 30, 2019**. If the Landlord fails to make the repairs by April 30, 2019, the Tenant will arrange to have the most cost-effective necessary repairs made and the cost of which will be set-off against the Basic Rent owed. If the repairs are made by the Tenant, it will retain the services of a qualified third-party roofer to perform the repairs.

Section 4.2 – Tenant's Enjoyment. The Tenant shall, upon paying the Rent reserved hereunder and observing and performing all of the terms, covenants and conditions on the Tenant's part to be observed and performed, peaceably and quietly have and hold the Leased Premises, without hindrance or molestation by any person or persons lawfully claiming by through or under the Landlord, subject, however- to the terms of this Lease.



## **ARTICLE V**

### **Condition, Repairs and Improvements**

Section 5.1 - Condition. Tenant has inspected the Leased Premises and is thoroughly acquainted with its condition. Tenant agrees to commence this Lease "as is" pending Landlord's completion of the roof repair.

Section 5.2 – Repairs, Maintenance. In addition to what is provided in Section 4.1 of this Lease, Tenant, at its own expense, shall keep the Leased Premises (including all improvements that may from time to time be made thereon) neat and clean. Landlord shall keep the outside Gross Premises neat and clean and shall also be responsible for snow removal and for the maintenance or landscaping on the Gross Premises, and maintaining other improvements on the Gross Premises in good and tenable repair.

Section 5.3 – Tenant Improvements. Except for the roof repairs provided for in Section 4.1 hereof, the Tenant shall make no changes, alterations or additions to the Leased Premises without the prior written permission of the Landlord which permission shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Tenant, at its sole cost and expense is hereby authorized, with Landlord's prior consent, to make any non-structural repairs to the Premises and Building as it may require in order to use same for the Tenant's intended use, and other minor repairs.

Section 5.4 – Liens. The Tenant shall indemnify and save the Landlord harmless from any claims for material or labor, or workmen's compensation claims in connection with any repairs or improvements made by the Tenant, and the Tenant shall have no authority on behalf of the Landlords to give anyone the right to place a lien on the Leased Premises or any part thereof and should any such lien be the Tenant shall have the same removed immediately and upon failure to do so, the Landlord may take whatever steps are necessary to have the same removed and the cost thereof shall be paid by the Tenant to the Landlord.

## **ARTICLE VI**

### **Utilities**

Section 6.1 – Utilities. The Landlord shall pay all charges for utilities, including but not limited to gas, heat, water and electricity.

## ARTICLE VII

### Insurance

Section 7.1 – Insurance for Property. Throughout the entire term of this Lease, the Landlord shall pay to keep the Leased Premises (real property) insured for the benefit of the Tenant written on an “all risks” basis for loss or damage generally insured on this broad form property policy at the time in connection with buildings of similar type in the locality, with due regard to the type of construction, use and occupancy. Said policy shall include coverage written on a replacement cost value basis.

Section 7.2 – General Liability Insurance. Throughout the entire term of this Lease, the Landlord shall keep the Leased Premises insured at its sole cost and expense against claims for bodily injury, personal injury and property damage under a policy of commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury and property damage, containing broad form contractual liability coverage and at least Two Million Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the Tenant and the Landlord as the named insureds. Landlord understands that Tenant is self-insured, sufficient in coverage, regarding its operation at the Leased Premises.

Section 7.3 – Proof of Insurance. At or prior to the date of commencement of this Lease, the Tenant shall provide the Landlord with proof of insurance.

Section 7.4 – Indemnification. The Tenant shall indemnify and hold the Landlord harmless against and from all liabilities, suits, actions, damages, liability and expense, penalties, claims and costs which may be imposed upon or incurred by or asserted against the Landlord or its agents or employees by reason of, or in, any way arising out of, the Tenant's use or occupancy of the Leased Premises or any part thereof or occasioned wholly or in part by any act or omission of the Tenant, its agents, contractors, employees, servants, invitees, licensees or guests on or about the Land, Building or Leased Premises, including but not limited to any of the following:

- (a) Any work done in, on or about the Leased Premises or any part thereof by or on the request of the Tenant, its agents, contractors, employees, servants, invitees, licensees or guests;
- (b) Any negligence or otherwise wrongful act or omission on the part of the Tenant, its agents, contractors, employees, servants, invitees, licensees or guests;
- (c) Any accident, injury or damage to any person or property occurring in, on or about the Leased Premises;
- (d) Any Failure on the part of the Tenant to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Lease on its part to be performed or complied with.

In case any action or proceeding is brought against Landlord by reason of any such claim, Tenant, at Landlord' s option, and upon written notice from Landlord, shall, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing, which approval

Landlord shall not unreasonably withhold, or in the alternative, Landlord may defend against such action and shall be entitled to indemnification from Tenant for all costs incurred by the Landlord related to such action. Tenant's indemnity obligation, as stated above shall survive the expiration or other termination of this Lease.

## **ARTICLE VIII**

### **Destruction and Condemnation**

Section 8.1 – Partial Damage/Destruction. The parties agree that, in case the Building shall be partially damaged by flood, fire, tornado, explosion, windstorm or by the elements or otherwise at any time during the term of this Lease, the parties shall mutually agree as to whether the Leased Premises shall be repaired, and the Tenancy shall resume. Should either the Landlord or the Tenant opt not to continue the Lease then, upon written notice to the other, this Lease shall terminate and the rent thereafter payable by Tenant thereafter shall abate.

Section 8.2 – Taking of All. If at any time during the term of this Lease, all or materially all or the Leased Premises, or so much of the Leased Premises that the remaining area can no longer properly be used for the purpose for which the same was being used prior to such condemnation, shall be taken by the exercise of the right of condemnation or eminent domain or for any public or quasi-public use under any statute, this Lease shall terminate and expire on the date that Tenant shall be deprived of possession by the taking authority, and the Basic Rent shall be paid to the date of such taking. In such event, any award received or sum accepted by a compromised disposition or otherwise, on or as a result of such condemnation or taking, shall be distributed to the Landlord only. The Tenant shall have the right to file a claim and receive compensation for moving expenses and costs or loss to which Tenant might incur in removing Tenant's equipment and inventory, but not the Leasehold.

Section 8.3 – Taking of Less Than All. If at any time during the term of this Lease any lesser portion of the Leased Premises than that described in Section 8.3 shall be taken in any eminent domain or condemnation proceeding, then this Lease shall continue and the Rent shall be reduced on an equitable basis for the remainder of the term. If the Landlord and Tenant cannot agree to the Rent thus to be paid the matter shall be submitted to a court of competent jurisdiction in the State of Connecticut, County of Fairfield. Any condemnation award shall be distributed in the same manner as under Section 8.3.

## **ARTICLE IX**

### **Relationship of the Parties**

Section 9.1 – No Joint Venture. Notwithstanding any obligation from one party to the other herein, the parties hereto state that they have not created and do not intend to create by this Lease

a joint venture or partnership relationship between them; it being their sole purpose and intent to create only a landlord-tenant relationship.

## **ARTICLE X**

### **Access**

Section 10.1 – Access by the Landlord. The Tenant will permit the Landlord and/or its authorized representatives to enter the Leased Premises at all reasonable times for the following purposes: (1) inspecting the same, or (2) making any necessary repairs thereto, and performing any work therein that may be necessary by reason of the Tenant's failure to make any such repairs or perform any such work or to commence the same after written notice from the Landlord.

## **ARTICLE XI**

### **Assignment and Subleasing**

Section 11.1 – Assignment and Subleasing. The Tenant may not assign this Lease or sublet the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably denied or delayed.

## **ARTICLE XII**

### **Default by Tenant**

Section. 12.1 – Default. Each or the following shall be an Event of Default by Tenant:

- (a) Failure of the Tenant to pay any Basic Rent for thirty (30) days after the same shall become due and payable;
- (b) Any assignment made of the property of Tenant or any guarantor of Tenant's obligations hereunder for the benefit of creditors;
- (c) The appointment of a receiver, trustee or assignee for the Tenant or any guarantor with respect to all or substantially all of its assets;
- (d) The declaration, filing or commencement of any bankruptcy or insolvency proceeding by or against the Tenant and the same is not stayed or vacated for a period of sixty (60) days;

- (e) The abandonment of the Leased Premises by Tenant; or
- (f) Neglect or failure by the tenant to perform or comply with any of the agreements, terms, covenants or conditions of this Lease, other than those referred to subsections (a) through (e) above, for a period of thirty (30) days after notice from the Landlord to the Tenant specifying the items in default, or in the case of a default which cannot, with due diligence, be cured within such thirty (30) day period, failure of the Tenant within such thirty (30) day period to commence to cure the same and thereafter to prosecute the curing of such default with due diligence and to completion.

Section 12.2 – Landlord’s Remedies. Upon the occurrence of an Event of Default by Tenant, this Lease shall, at the option of Landlord, terminate and come to an end on the date specified in a notice of termination from the Landlord to the Tenant, and Tenant shall quit and surrender the Leased Premises to the Landlord as if the term hereunder ended by the expiration of the time fixed herein, but Tenant shall remain liable for all sums accruing prior to the termination of this Lease as well as other damages as provided hereafter.

If an Event of Default occurs and Landlord elects not to terminate this Lease, then (a) Landlord shall have the immediate right, pursuant to legal process, if any be applicable, to either pay any sums or do any act on behalf of Tenant, in order to cure a default by Tenant, and any sums expended by Landlord, together with statutory interest thereon shall be immediately due and payable by Tenant to Landlord or (b) Landlord may, pursuant to legal process, if any be applicable, reenter the Leased Premises and Landlord may remove all persons and property from the Leased Premises and such property will be stored in public warehouse or elsewhere at the cost of, and for the account of, the Tenant without Landlord being deemed guilty of conversion, trespass or becoming liable for any loss or damage which may be occasioned thereby.

In addition, if an Event of Default occurs, then whether or not Landlord terminates this Lease, Landlord may elect to re-enter or take possession pursuant to legal proceedings or pursuant to any notice provided for by law. Upon Landlord's election to re-enter or to take possession it may make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof, for such term or terms (which may be for a term extending beyond the Lease Term) and at such rentals and upon such other terms and conditions as Landlord in its commercially reasonable discretion may deem advisable and upon each such reletting all rentals received by Landlord from such reletting shall be applied first to the payment of any indebtedness other than Basic Rent due hereunder from Tenant to Landlord, second, to the payment of Basic Rent due and unpaid hereunder, and any amount remaining shall be held by Landlord and applied in payment of future Basic Rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than the Basic Rent to be paid during that month by Tenant hereunder, then Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

Section 12.3 – Non-Waiver. The Landlord's failure to act on a breach of any of the covenants of this Lease by the Tenant shall in no way constitute a waiver of the rights or the Landlord, at any time in the future, to act upon such default; nor shall any such failure to act prevent

the Landlord from acting in the event of any other or further breach of the Tenant's covenants. No provision of this Lease shall be deemed to have been waived by the Landlord unless such waiver be in writing signed by the Landlord.

Section 12.4 – Provisions not Exclusive. Any and all rights and remedies herein created for the Landlord shall be cumulative and the use of one remedy shall be taken to exclude or waive the right to the use of another. The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

### **ARTICLE XIII**

#### **Termination and Surrender**

Section 13.1 -Condition or Premises. Upon expiration or other termination of this Lease, the Tenant shall:

- (a) Quit and surrender the Leased Premises in good condition, reasonable use and wear thereof excepted, unless this Lease has been otherwise terminated due to the destruction as set forth in Sec. 8.1 herein; and
- (b) Remove from the Leased Premises its goods and effects and those of all persons claiming under the Tenant, such goods and effects to include but not be limited to all movable partitions erected by it, appliances, tables, chairs, shelving and all other equipment, stock and materials which the Tenant may have installed in, or brought upon, the Leased Premises; provided, however, that the Tenant shall, at its own expense, repair all damage to the Leased Premises by reason of such removal.

All repairs, alterations, other improvements or installations made to or upon the Leased Premises, which are so attached to the realty that the same will be by law deemed to be a part of the realty, shall be the property of the Landlord and remain upon, and be surrendered with, the Leased Premises upon the termination of the term of this Lease. Notwithstanding the forgoing, all trade fixtures, lighting fixtures or other moveable fixtures, whether by law deemed to be a part of the realty or not, installed by the Tenant at any time or anyone claiming under the Tenant, shall remain the property of the Tenant or persons claiming under the Tenant if removed by the Tenant or anyone claiming under the Tenant at any time or times during the term of this Lease, and the Tenant restores the Leased Premise to its original condition.

Section 13.2 – Holding Over. If the Tenant remains on the Leased Premises beyond the expiration of this Lease or any renewal or extension thereof without the written consent of Landlord such holding over shall not be deemed to create any tenancy, but the Tenant shall be a Tenant at sufferance only. In event that the Tenant occupies the Leased Premises for any portion of a month shall remain responsible for that full month's rent.

**ARTICLE XIV**

**Concluding Provisions**

Section 14.1 – Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a agreement in writing, fully executed by each of the parties hereto.

Section 14.2 – Joint Effort. Preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

Section 14.3 – Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

Section 14.4 – Notice. Any notice, demand, offer or other written instrument ("Notice") required or permitted to be given, made or sent under this Lease shall be in writing, signed by or on behalf of the party giving such Notice and shall be hand delivered or sent, postage prepaid, by recognized national overnight courier, or by certified mail, return receipt requested addressed as follows:

**TO TENANT:**

Director  
Department of Public Facilities  
999 Broad Street  
Bridgeport, CT 06604

With copy to:

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

**TO LANDLORD:**

East Main Development, LLC  
1025 East Main Street

Bridgeport, CT 06608

With copy to:

Midhat H. Syed, Esq.  
60 Long Ridge Road, Suite 202  
Stamford, CT 06902

Notice shall be effective upon hand delivery or, if by certified mail, the date of receipt or rejection evidenced on the return receipt or, if no return receipt, three (3) business days from posting.

Either party may change its address set forth in this Section by giving notice to the other party in accordance with this Section.

Section 14.6 – Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together shall be considered one document.

Section 14.7 – Partial Invalidity. The invalidity of one or more of the phrases, sentences, clauses, Sections or Articles contained in this Agreement shall not affect the remaining portions as long as the material purposes of this Agreement can be determined and effectuated. If any portion of this Agreement may be interpreted in two or more ways, one of which would render the portion invalid or inconsistent with the rest of this Agreement, it shall be interpreted in such a way and with such meaning to render such portion valid or consistent.

Section 14.8 – Connecticut Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut.

Section 14.9 – Waiver of Jury Trial. The Tenant hereby waives trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other.

Section 14.10 – Successors. This Agreement shall be binding upon and inure to the benefit of the parties and to their respective heirs, personal representatives, Successors and assigns.

Section 14.11 – Force Majeure. Except as otherwise specifically provided elsewhere in this Lease, in any case where Landlord is required to do any act, the time for such performance shall be extended by the period of delays caused by fire or other casualty, labor difficulties, shortages of labor, materials or equipment, government regulations or other causes beyond the reasonable control of the Landlord.

Section 14.12 – Entire Agreement. This Agreement contains the entire understanding of the parties. There are no oral understandings, terms or conditions, and no party has relied upon any representation, express or implied, not contained in this Agreement.



Signed as of the date as first written above.

**IN WITNESS WHEREOF**, the said parties hereunto set their hands and seal the \_\_\_\_ day of April 2019 to be effective as of October 1, 2018.

TENANT:

LANDLORD:

CITY OF BRIDGEPORT

EAST MAIN DEVELOPMENT LLC

\_\_\_\_\_  
By: Joseph P. Ganim                      Date  
Its: Mayor, duly authorized

\_\_\_\_\_  
By: Sheik Hossain                      Date  
Its: Member, duly authorized

**Schedule A**  
**Leased Premises**



**Comm.# 57-18 Ref'd to Miscellaneous Matters Committee on March 18, 2019.**

*City of Bridgeport*

DEPARTMENT OF POLICE

**OFFICE OF THE CHIEF**

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

**ARMANDO J. PEREZ**  
Chief of Police

March 13, 2019

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

**Re: Resolution**

Attached please find a Resolution for the BPD Trade Agreement with Smith & Wesson, to be referred to the **Miscellaneous Committee** of the City Council.

If you have any questions or require any additional information, please contact me at 203-581-5111 or [armando.perez@bridgeportct.gov](mailto:armando.perez@bridgeportct.gov).

Thank you,

Chief Armando J. Perez  
Bridgeport Police Department

**A Resolution by the Bridgeport City Council**

**Regarding the**

**Trade Agreement**

between

**The Bridgeport Police Department**

and

**Smith & Wesson**

**WHEREAS**, the Bridgeport Police Department (“BPD”) is required to maintain its firearms in accordance with the Policies & Procedures Manual adopted by the Bridgeport Board of Police Commissioners;

**WHEREAS**, Smith & Wesson, the manufacturer of the BPD’s firearms, offered to upgrade 439 BPD firearms in exchange for receiving 439 of the BPD’s older firearms and magazines at no cost to the City of Bridgeport (“the City”);

**WHEREAS**, said offer had an acceptance deadline of March 14, 2019; and

**WHEREAS**, the City, acting through the BPD, and in the best interest, safety and welfare of the City entered into a Trade Agreement with Smith & Wesson on March 13, 2019 to accept Smith & Wesson trade offer;

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

1. That it approves these actions of the BPD and the BPD, acting through the Chief, is authorized and empowered to enter into the Trade Agreement (copy attached) with Smith & Wesson, nunc pro tunc (now for then).

**Ortiz, Frances**

---

**From:** Toms, Tyisha  
**Sent:** Wednesday, March 13, 2019 3:56 PM  
**To:** Ortiz, Frances  
**Subject:** Smith & Wesson Trade Agreement w/BPD  
**Attachments:** Attached Image

Hi Frances,

I have reviewed the attached Trade Agreement for form and legality and find it acceptable to achieve the BPD's goal.

*Tyisha S. Toms*

Associate City Attorney  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604  
(203) 576-7647  
Email: Tyisha.Toms@Bridgeportct.gov

RECEIVED  
CITY CLERKS OFFICE  
19 MAR 13 PM 4:03  
CITY CLERK

**Exhibit 1**

Trade Agreement



2100 Roosevelt Avenue  
PO Box 2208  
Springfield, MA 01107-2208

### TRADE AGREEMENT

This Trade Agreement ("Agreement") made pursuant to quote number BCTPD112818, is made effective December 14, 2018 (the "Effective Date") between Smith & Wesson Corp., having an address of 2100 Roosevelt Ave, Springfield, MA 01104 ("S&W"), and Bridgeport Police Department ("BCTPD"), having an address of 300 Congress Street, Bridgeport, CT 06604, S&W and BCTPD are, each, a "Party" and together, the "Parties" to this Agreement.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants contained herein, the sufficiency of which is acknowledged, and intending to be legally bound thereby, S&W and BCTPD agree as follows:

WHEREAS, BCTPD, further understands that the CONUSA FFL dealer will be chosen by S&W and is a third-party vendor possessing a federal firearms license to transfer and manufacturer firearms. As such S&W will not be held liable for the method in which the used trade pistols are transferred, sold or thereby disposed of by CONUSA FFL or their designees.

**1. Shipments:**

- a. Delivery shall begin no later than ninety (90) days after BCTPD delivers a final purchase order document.
- b. Delivery terms shall be per Incoterms 2010, FOB Destination. BCTPD, as an Agency, shall pay for firearms and magazines as set forth in 1.d ("Product"), ordered in United States Dollars in accordance with terms of payment established by the Parties.
- c. All new firearms will be deemed accepted, unless BCTPD provides written notice to the contrary within thirty (30) days of delivery.
- d. S&W agrees to deliver to BCTPD:

New Model	Description	Quantity
11520	New in box, M&P M2.0 Full Size .45 w/NS and 3 10rd mags.	439
	New in box,	

- e. BCTPD agrees to inventory, box, and ship to CONUSA FFL on behalf of S&W the following items ("Trade Pistols"):

Used Model	Description	Quantity
307706	M&P .45ACP Full Size with three 10 rd magazines	374
307708	M&P .45 ACP Compact with three 10 rd magazines	65

- f. Upon execution of this Agreement, Quote acceptance and an Order placed by BCTPD, S&W will ship to BCTPD items identified in Section 1.d of this Agreement.



2. **Taxes.** BCTPD is responsible for all sales and other taxes arising from its activities.

3. **Scope & Purpose Of Trade Agreement:**

It is the intent of this Agreement to replace only items listed in Section 1.e of Trade Pistols which are currently in the possession of the BCTPD.

4. **Used/Trade Gun Shipping And Delivery Conditions**

Additionally, BCTPD agrees to email a list of all the serial numbers being shipped to the CONUSA FFL prior to each shipment in Excel format to Joe Niedziela at [jniedziela@smith-wesson.com](mailto:jniedziela@smith-wesson.com) and Aleksandr Pikalov at [apikalov@smith-wesson.com](mailto:apikalov@smith-wesson.com).

5. **Delivery of Used Guns:** BCTPD shall ship all items listed in Section 1.e of Trade Pistols to the CONUSA FFL within six (6) months of receipt of the first shipment of items listed in Section 1.d of this Agreement. A late charge of five percent (5%) will be deducted from the value of each Trade Pistol that is received by S&W after, this six (6) month deadline. In the event BCTPD has not delivered the full quantity, as listed in Section 1.e of Trade Pistols within this six (6) month deadline, BCTPD will be required to pay for any missing Trade Pistols. BCTPD will package Trade guns in a manner that prevents scratching and marring while being shipped.

6. **Condition of Trade Pistols:** The Trade Pistols shall be in **good working condition**, as determined by S&W or its CONUSA FFL dealer. "Good working condition" is defined as: safe to use, reliable to operate and with all pieces and parts. Each used firearm be shipped with all sights and magazines as set forth in Section 1.e of Trade Pistols. BCTPD will be invoiced by either S&W or CONUSA FFL for any repairs needed to any Trade Pistols, and for any missing pieces or parts required to return any Trade Pistol to good working condition. BCTPD shall pay for all such repairs and parts within thirty (30) days of invoice. S&W shall notify BCTPD of any shortage, missing parts, and/or breakages with thirty (30) days of receipt of the firearms to the CONUSA FFL facility.

7. **Term:** This Agreement will expire on March 14, 2019.

8. **Offer:** The offer to enter into this Agreement shall expire if BCTPD does not return an unmodified executed copy of this Agreement by 3/14/2019.

9. **Charges For Missing Part & Accessories**

Charges for missing trade parts and accessories will be based upon manufacturer's suggested retail price list. Charges will vary according to type of part or parts needed for repair. Specific charges for certain items are set forth below:

- |  |          |
|--|----------|
| 1. Missing Trade Pistol  | \$439.00 |
| 2. Missing or broken magazines   | \$16.50  |
| 3. Additional shipping or labor charges may apply if repairs require pistols to be returned to the manufacturer or to an authorized repair location. |          |





**Smith & Wesson®**

277D (0000000) A01100  
P.O. Box 2006  
Springfield, MA 01102-2206

10. **Use of New Pistols:** BCTPD agrees that all new pistols, shall be issued for duty use, in due course, upon receipt from S&W. BCTPD shall contact S&W if any new pistols are removed from service for any reason within one (1) year of the delivery date. BCTPD agrees that it shall not trade these new pistols for other firearms or use them for any purpose other than duty carry or training, unless specifically agreed to by S&W in writing.

**11. Warranty:**

If a Product is covered under a Warranty, S&W will provide an express written limited warranty in the packaging with such Product ("Warranty").

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUCH WARRANTY, IF ANY, IS IN LIEU OF, AND SMITH & WESSON HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

BCTPD shall not make any representations or express warranties concerning the Products except those contained, if any, in S&W prepared materials accompanying the Product, including without limitation the Warranty. BCTPD is not authorized to extend or otherwise modify (or permit any vendee to extend or otherwise modify) S&W's warranty with respect to any Product. Any statement or warranty, written or oral, made by BCTPD with respect to a Product that exceeds, modifies or deviates from the applicable warranty, if any, for such Product provided by S&W shall be the sole responsibility of BCTPD unless S&W has given its written authorization for such modification or deviation. S&W shall have no obligation to provide any warranty to Products exported without the express written permission of S&W.

Any terms and conditions appearing on an Agency Letter confirmation, or a subsequent documentation will be deemed void, and such Agency Letter confirmation or subsequent documentation will be used solely for the quantities and delivery dates set forth therein.

I do hereby acknowledge receipt of these additional terms and conditions and agree that they form part of the Quote referenced above.

*for* Bridgeport Police Department:

Signature: [Handwritten Signature]  
Print Name: AMARCO V LEM  
Print Title: AMARCO V LEM  
Date Signed: 03/13/2019

*for* Smith & Wesson Corp.:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



# OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
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19 MAR 13 AM 10:48

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

## SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	53-18			
Submitted by Councilmember(s):	Kyle Langan			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	132ND			
Subject:	<del>Wade</del> Terrace Traffic Flow Improvement WOOD			
Referred to:	Board of Police Commissioners			
City Council Date:	March 18, 2019			

## SECTION II RESOLUTION (PLEASE TYPE BELOW)

Whereas, <sup>WOOD</sup> ~~Wade~~ Terrace is an extremely narrow street with four homes; and

Whereas, neighbors have reached out regarding the difficulty of navigating the street because of other cars constantly parked on the street and at times dumped there unattended; and

Whereas, there are no line markings or signage regulating parking or driving on <sup>WOOD</sup> ~~Wade~~ Terrace; and

Now, Therefore, Be It Resolved, that the Board of Police Commissioners have the City Engineer conduct a review of <sup>WOOD</sup> ~~Wade~~ Terrace for installation of on-street parking control signs and road markings to ensure safety and livability for residents on that street; and

Be It Further Resolved, that on recommendation of the City engineer the Board of Police Commissioners direct that the proper signage and street markings be installed on <sup>WOOD</sup> ~~Wade~~ Terrace.



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
BOP	March 19, 2019	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

## SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on: CT Post Publication Date(s): Public Hearing Held on:	

## SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
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## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

## SECTION IX COMMENTS (if any)



## OFFICE OF THE CITY CLERK RESOLUTION FORM

RECEIVED  
CITY CLERKS OFFICE

19 MAR 13 AM 10:48

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

### SECTION I CITY COUNCIL SUBMISSION INFORMATION

Log ID/Item Number:	54-18			
Submitted by Councilmember(s):	Kyle Langan			
Co-Sponsors(s):	Choose an item.	Choose an item.	Choose an item.	Choose an item.
District:	132ND			
Subject:	702-812 State Street No Parking During Business Hours			
Referred to:	Board of Police Commissioners			
City Council Date:	March 18, 2019			

### SECTION II RESOLUTION (PLEASE TYPE BELOW)

Whereas, The Center For Family Justice is a non-profit that serves families in the Greater Bridgeport area; and

Whereas, their address is 753 Fairfield Ave but the entrance to the parking for their building is located on State Street (702-812 State Street according to Google Maps) near the intersection of State Street and Park Ave; and

Whereas, cars currently park right up to the driveway of The Center For Family Justice creating a difficult and dangerous situation for families coming and going during office hours; and

Whereas, The Center for Family Justice desires to be a good neighbor and keep families safe; and

Now, Therefore, Be It Resolved, that the Board of Police Commissioners have the City Engineer study the viability of installing "No Parking" during office hours signs for the area leading up to the driveway of The Center for Family Justice in order to ensure visibility and safe entrance and exit from the parking lot; and

Be It Further Resolved, that on recommendation of the City Engineer the Board of Police Commissioners direct that the proper signage be installed on State Street.



# OFFICE OF THE CITY CLERK RESOLUTION FORM

## SECTION III SUBSEQUENT REFERRALS/REPLIES AND DATE SENT/RECEIVED

DEPARTMENT	Referral date sent	Response Received	Date reply received
BOP	March 19, 2019	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Choose an item.		<input type="checkbox"/> Yes <input type="checkbox"/> No	

## SECTION IV PUBLIC HEARING INFORMATION

Public Hearing Required	Details	Date
<input type="checkbox"/> Yes <input type="checkbox"/> No	Public Hearing Ordered on:	
	CT Post Publication Date(s):	
	Public Hearing Held on:	

## SECTION V AMENDMENTS/EXHIBITS

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

## SECTION VI COMMITTEE ACTION/APPROVAL INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:

## SECTION VII WITHDRAWN/SINE DIE INFORMATION

Choose an item.	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
-----------------	--	-------

## SECTION VIII DATE OF APPROVAL/DENIAL FROM CITY COUNCIL

City Council Approval Date:

## SECTION IX COMMENTS (if any)

## Boyer, Mike

---

**From:** Langan, Kyle  
**Sent:** Wednesday, March 13, 2019 10:39 AM  
**To:** Boyer, Mike  
**Cc:** Ortiz, Frances  
**Subject:** Re: Resolution for Family for Family Justice

Yes please submit.

Best,  
Kyle

---

**From:** Boyer, Mike  
**Sent:** Wednesday, March 13, 2019 2:08:40 AM  
**To:** Langan, Kyle  
**Cc:** Ortiz, Frances  
**Subject:** FW: Resolution for Family for Family Justice

The form you used above is outdated. Attached is a pdf of your resolution on the 2019 form. You want it submitted?

---

**From:** Langan, Kyle  
**Sent:** Wednesday, March 13, 2019 9:44 AM  
**To:** Boyer, Mike <Mike.Boyer@Bridgeportct.gov>  
**Cc:** Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>  
**Subject:** Re: Resolution for Family for Family Justice

Oops sorry - thanks for the reply = )

---

**From:** Boyer, Mike  
**Sent:** Wednesday, March 13, 2019 1:42:35 AM  
**To:** Langan, Kyle  
**Cc:** Ortiz, Frances  
**Subject:** RE: Resolution for Family for Family Justice

Nothing attached

---

**From:** Langan, Kyle  
**Sent:** Wednesday, March 13, 2019 9:41 AM  
**To:** Boyer, Mike <Mike.Boyer@Bridgeportct.gov>  
**Cc:** Ortiz, Frances <Frances.Ortiz@Bridgeportct.gov>  
**Subject:** Resolution for Family for Family Justice

Hi Mike,

Got another resolution attached here that I need your help on.

The missing info is:  
Submitted by Council Member(s): Kyle Langan

District: 132

Subject: The Center for Family Justice No Parking Signs

Referred to: Board of Police Commissioners

CC Date: March 18th, 2019

**Item # \*24-18 Consent Calendar**

Resolution regarding the Acceptance of Easements on 39 Pine Street and 450 Wordin Avenue and the Subordination of Easements in SCG's ELURs.



**Report  
of  
Committee  
on**

**Public Safety and Transportation**

City Council Meeting Date: March 18, 2019

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

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

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

PLEASE NOTE: Mayor did not sign report

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CITY CLERK'S OFFICE  
APR 8 - 8 11 AM '19





# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*24-18 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
Acceptance of Easements on  
39 Pine Street and 450 Wordin Avenue  
And the  
Subordination of Easements to SCG's ELURs**

**WHEREAS**, the Connecticut Department of Transportation ("DOT") purchased an easement dated February 29, 2000 ("Easement") on and/or near 39 Pine Street and 450 Wordin Avenue ("Properties") for highway purposes when it, amongst other things, expanded the road as depicted on the Map attached hereto as Exhibit 1; and

**WHEREAS**, at no cost to the City, the DOT seeks to assign its Easement to the City of Bridgeport since it is on a city road and not a state road; and

**WHEREAS**, Southern Connecticut Gas Company ("SCG") is the owner of the Properties; and

**WHEREAS**, SCG desires to record Environmental Land Use Restrictions ("ELURs") with regards to the Properties, as provided by Conn. Gen. Stat. §§ 22a-133n through 22a-133s, the Remediation Standards Regulations, Conn. Agencies Regs. §§ 22a-133k-1 et seq., and other applicable law; and

**WHEREAS**, pursuant to Conn. Gen. Stat. §22a-133o(b), absent waivers from the Commissioner of the Department of Energy and Environmental Protection, no owner of land may record an ELUR on the land records unless such land owner demonstrates that each person holding an interest in such land or any part thereof, including without limitation each mortgagee, lessee, lienholder and encumbrancer, irrevocably subordinates such interest to the ELUR; and

**WHEREAS**, the City of Bridgeport desires to accept the Easement on its right-of-way and subordinate said Easement to the SGS's ELUR; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

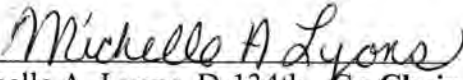
Report of Committee on **Public Safety and Transportation**  
**Item No. \*24-18 Consent Calendar**


-2-

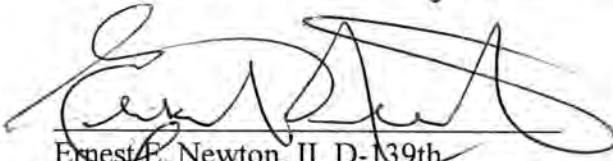
**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**


1. That it hereby authorizes the City to accept the Easement from the DOT and subordinate the Easement to SCG's ELUR.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the **Director of the Office of Planning and Economic Development or the City Engineer**, to execute all documents, with the approval of the Office of the City Attorney, necessary to effectuate the acceptance of the Easement and subordination thereof to the ELUR.

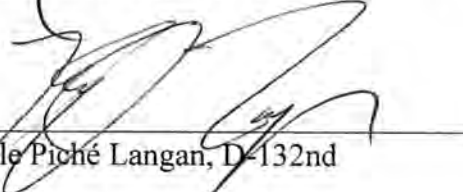
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**

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

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

  
Ernest E. Newton, II, D-139th

  
Karen Jackson, D-138th

  
Kyle Piché Langan, D-132nd

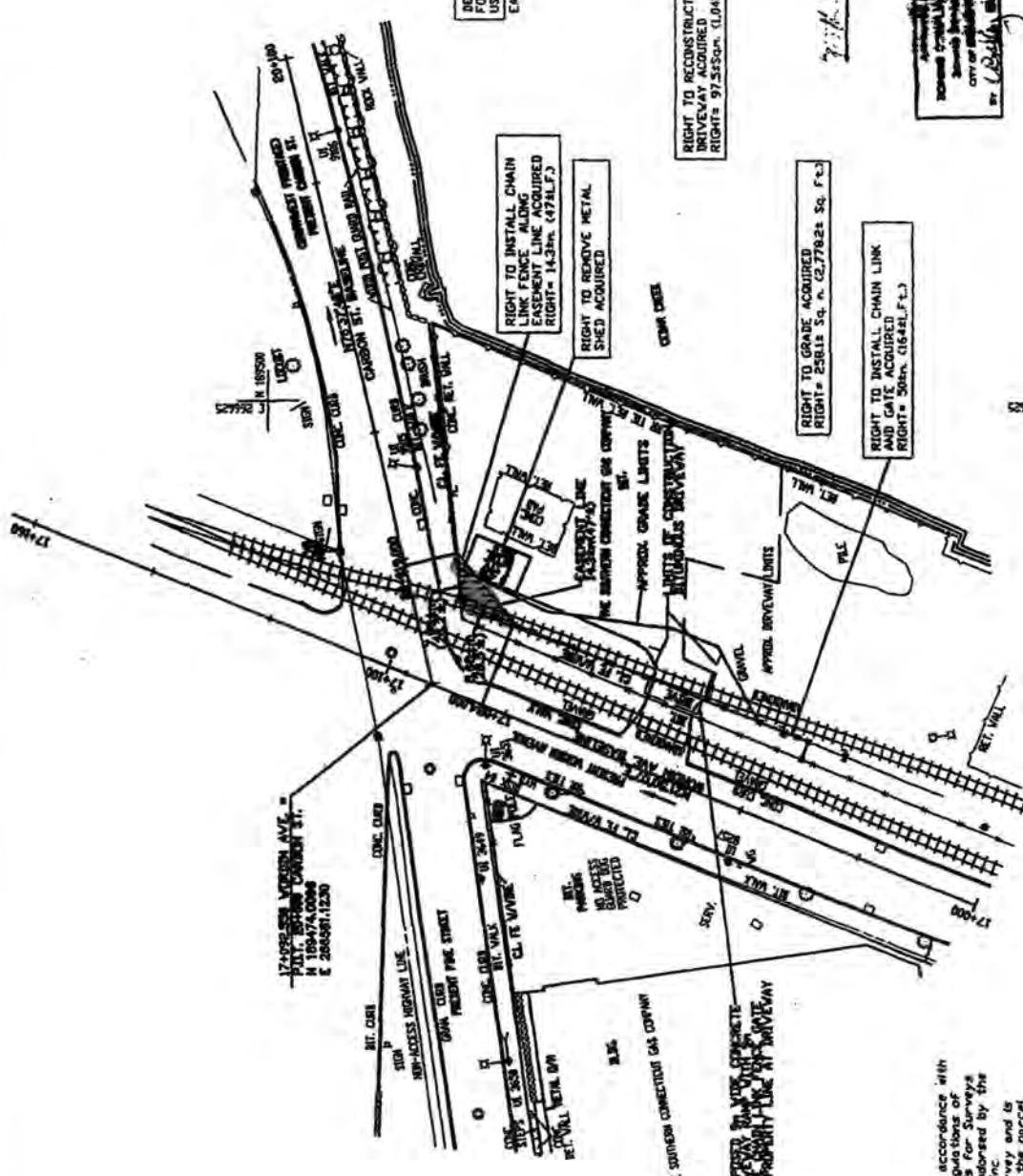
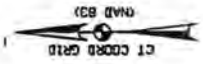
  
Eneida L. Martinez, D-139th

\_\_\_\_\_  
Maria I. Valle, D-137th

**Exhibit 1**

Map Showing Easement Acquired from  
Southern Connecticut Gas Company from  
The State of Connecticut Department of Transportation

44.53 of 58



**NOTES:**

1. This survey and map has been prepared in accordance with the laws of the State of Connecticut, Department of Transportation, and the National Standard for Surveying and Mapping in the State of Connecticut as endorsed by the Connecticut Association of Land Surveyors, Inc.
2. The type of survey is a Right of Way Survey and is intended to depict the limits of release for the parcel referenced hereon.
3. The base of the acquisition is referenced to the base of the adjacent highway.
4. The property lines and topography depicted hereon have been compiled from various sources as may be referenced hereon and are not to be construed as being obtained as the result of a field survey, nor do they represent a boundary or boundary option.

**CREST GRAPHICS**  
FIXED LINE (V.L.P.)

**ACS GOVERNMENT SERVICES**

DATE: 1/24/78  
REVISED: 1/24/78  
CORRECTED PER CARAT: 1/24/78  
AND REVENUE AND RIGHTS: 1/24/78  
CHANGE TO CARAT AREA: 1/24/78

DATE: 1/24/78  
REVISED: 1/24/78  
CORRECTED PER CARAT: 1/24/78  
AND REVENUE AND RIGHTS: 1/24/78  
CHANGE TO CARAT AREA: 1/24/78

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS  
SUBSTANTIALLY CORRECT AND ACCURATE.

*[Signature]*  
L.L.S. 013132  
(old signature for reference and use, void 2000)

DATE	REVISION	BY
1/24/78	CORRECTED PER CARAT	C.M.B.
1/24/78	AND REVENUE AND RIGHTS	S.M.
1/24/78	CHANGE TO CARAT AREA	C.M.B.

TOWN NO. 15  
PROJECT NO. 15-284  
SERIAL NO. 52  
SHEET 1 OF 2

CHRISTOPHER J. CHARL AND L.L.S.  
Original Technology Consultants  
TITLE Insurance and Survey Services  
DATE: 1/24/78



**CREST GRAPHICS**  
ORIGINAL INK ON  
POLYESTER FILM

RIGHT OF WAY SURVEY  
F.A.P. NO. STPA-95-(1146)27

TOWN OF BRIDGEPORT  
MAP SHOWING EASEMENT ACQUIRED FROM  
THE SOUTHERN CONNECTICUT GAS COMPANY  
BY  
**THE STATE OF CONNECTICUT**  
DEPARTMENT OF TRANSPORTATION  
INTERSTATE R.T. 95  
(LIMITED ACCESS HIGHWAY)  
MAIL: NO. 1  
STATE OFFICE, P.O.  
ADMINISTRATIVE CENTER, BRIDGEPORT, CONNECTICUT 06605

APPROVED: 1/24/78  
CITY PLANNING & ZONING  
COMMISSION BPT, CT.  
ATTEST: *[Signature]*  
CHIEF OF PLANNING ENGR. & ARCHT.

REFINED EASEMENT AREA  
FOR THE PURPOSE OF HIGHWAY  
USE  
EASEMENT AREA = 30,545sq.  
(328,355sq. ft.)

RIGHT TO RECONSTRUCT BIT.  
DRIVEWAY ACQUIRED  
RIGHTS= 97,555sq. (1,048,950sq. ft.)

RIGHT TO INSTALL CHAIN  
LINK FENCE ALONG  
EASEMENT LINE ACQUIRED  
RIGHTS= 14.3hm. (4791sq. ft.)

RIGHT TO REMOVE METAL  
SHED ACQUIRED

RIGHT TO GRADE ACQUIRED  
RIGHTS= 23811 sq. ft. (2,778sq. sq. ft.)

RIGHT TO INSTALL CHAIN LINK  
AND GATE ACQUIRED  
RIGHTS= 30hm. (1642sq. ft.)



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*45-18 Consent Calendar**

**RESOLUTION**

**2019 First Round of City Sidewalk Repair Program list of Repairs**

**WHEREAS**, numerous sidewalks in the City of Bridgeport ("City") are in varying states of disrepair; and

**WHEREAS**, the City can be held liable under certain circumstances for injuries which may occur due to disrepair of sidewalks; and

**WHEREAS**, the City has the right to force sidewalk repairs and recoup from the homeowner 100% of the costs of the repair; and

**WHEREAS**, the Administration desires to continue its efforts to make the City a safer place for its citizens and visitors to live and work; and

**WHEREAS**, the City desires to engage in an aggressive and proactive pilot program to have sidewalks repaired; and

**WHEREAS**, on May 1, 2017, the City Council passed a resolution which stated:

**NOW, THEREFORE**, in furtherance of public safety and the need for a City-wide program to repair these sidewalks in a progressive, fair, deliberate manner and in accordance with the available funding, it is hereby RESOLVED by the City Council, in support and approval of the pilot program, that the City proceed with sidewalk repair pilot program and to the extent the City causes participants' sidewalks to be repaired, to absorb fifty (50%) percent of the cost of the same, apply such Senior Citizen and Social Security Disability credits as may be applicable, and invoice the homeowner(s) the remaining balance. Should the invoice remain unpaid for thirty (30) days, and should the actual costs NOT exceed 110% of the estimates set forth to the Council in advance, the City Council will approve and accept the then filing of the appropriate lien(s) against the respective property(ies), providing, however, the City is not hereby authorized to pursue a foreclosure on a sidewalk repair lien, but rather should await payment from the affected owners, mortgagees, insurance companies, or through a sale of the subject parcel; and



# City of Bridgeport, Connecticut

## Office of the City Clerk

---

Report of Committee on **Public Safety and Transportation**  
Item No. \*45-18 Consent Calendar

-2-

**WHEREAS**, the approval of the Program was contingent on the Department of Public Facilities causing periodic lists of anticipated sidewalk repairs and estimated costs to be submitted to the Council for permission to lien those parcels in the event that the City causes said repairs to be made and should respective homeowner(s) fail to pay the remaining invoice within thirty (30) days of mailing of the invoice (the City may, prior to completing the repair, work out a payment arrangement with the homeowner as exigencies may require); and

**WHEREAS**, the City has compiled the third list which is attached hereto and made a part hereof as Exhibit A.

**NOW THEREFORE**, pursuant to the approved Sidewalk Repair Pilot Program, it is hereby

**RESOLVED BY THE CITY COUNCIL**, that the City proceed with the repairs set forth in Exhibit A and it is further

**RESOLVED**, that if any of the homeowners participating in the Program fail to pay their fifty (50%) percent within the allotted time and/or fail to work out and adhere to an approved payment schedule, the City Council hereby approves the filing of a lien on those respective parcels for the actual cost of repairs, but in no event more than 10% more than the estimates set forth in Exhibit A, but also NOT foreclose or sell such sidewalk repair liens as per the Program's initial approval.




City of Bridgeport, Connecticut  
Office of the City Clerk

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Report of Committee on **Public Safety and Transportation**  
**Item No. \*45-18 Consent Calendar**

-3-

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



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Maria I. Valle, D-137th

*City Council Date: March 18, 2019*

TABLED AND REF'D BACK TO COMMITTEE ON: MARCH 18, 2019

## SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES

### Submitted for City Council Review and Referral to Committee - February 27, 2019

At House #	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
50	Beacon Street	06605	Wayne	Hiller	\$852.00	\$852.00	\$1,704.00
124	Bradley Street	06610	Richard	Quesada, Jr.	\$2,601.25	\$2,601.25	\$5,202.50
301	Cleveland Avenue	06604	Safwan	Wahib	\$1,405.00	\$1,405.00	\$2,810.00
306	Cleveland Avenue	06604	Sherry	Morello	\$3,311.25	\$3,311.25	\$6,622.50
819	Cleveland Avenue	06604	Noel & Anne	Cleary	\$2,435.75	\$2,435.75	\$4,871.50
463	Courtland Avenue	06605	Sheila	Sholz	\$2,824.00	\$2,824.00	\$5,648.00
67	Crowther Avenue	06605	Susana	Mercado	\$2,210.25	\$2,210.25	\$4,420.50
54	Elmwood Place	06605	Merlin	Rosal	\$2,449.25	\$2,449.25	\$4,898.50
138	Fayerweather Terrace	06605	Kevin & Marissa	O'Malley	\$6,006.75	\$6,006.75	\$12,013.50
71	Fourth Street	06607	Kayana	Banks	\$2,915.00	\$2,915.00	\$5,830.00
67	Hale Terrace	06610	Daniel & Aida	Cartagena	\$3,318.75	\$3,318.75	\$6,637.50
220	Harral Avenue	06604	Alberto	Rodriguez	\$3,143.50	\$3,143.50	\$6,287.00
54	Herkimer Street	06604	Louis	Gonzalez	\$2,250.75	\$2,250.75	\$4,501.50
421	Hollister Street	06607	Miladys	Velez	\$1,185.75	\$1,185.75	\$2,371.50
202	Iranistan Avenue	06604	Takafuni	Kojima, et al	\$5,054.25	\$5,054.25	\$10,108.50
382	Jackson Avenue	06606	Steven & Gwendolyn	Eidukonis	\$2,351.50	\$2,351.50	\$4,703.00
139	Judson Place	06610	Mattie Mitchell	& Cynthia Hilliard	\$2,325.00	\$2,325.00	\$4,650.00
250	Lake Avenue	06605	John Delcegno	& Lucy Fiore	\$1,723.75	\$1,723.75	\$3,447.50
2	Louisiana Avenue	06610	Buenaventura	Rodriguez	\$2,453.75	\$2,453.75	\$4,907.50
2470	Madison Avenue	06606	Lisa	Bermudez	\$1,869.50	\$1,869.50	\$3,739.00
183	Maplewood Avenue	06605	Edwin & Julia	Soto	\$5,724.50	\$5,724.50	\$11,449.00
358	McKinley Avenue	06604	Daniel & Anna	Melendez	\$2,843.25	\$2,843.25	\$5,686.50
1259	Noble Avenue	06608	Efrain	Vega	\$3,398.75	\$3,398.75	\$6,797.50
85	Northfield Street	06606	Thomas	Perez	\$2,473.50	\$2,473.50	\$4,947.00
611	Ogden Street	06608	Peter	Hristov	\$2,992.75	\$2,992.75	\$5,985.50
45	Ohio Avenue	06610	Alison	Baldwin	\$2,557.50	\$2,557.50	\$5,115.00
155	Palisade Avenue	06610	William	Taft, Jr.	\$8,951.75	\$8,951.75	\$17,903.50
5	Pierce Avenue	06604	William & Phyllis	Schwartz	\$5,251.50	\$5,251.50	\$10,503.00
43	Pixlee Place	06610	Demetria	Horlman-Mckenzie	\$2,106.00	\$2,106.00	\$4,212.00



**SIDEWALK REPAIR PILOT PROGRAM - COST ESTIMATES**  
**Submitted for City Council Review and Referral to Committee - February 27, 2019**

At	At Street	Zip	Owner First	Owner Last	Homeowner	COB	Total
House #	Read Street	06607	Rosie	Slade	\$2,353.75	\$2,353.75	\$4,707.50
72	Read Street	06607	Dorothy & Dixon	Pettway	\$2,261.75	\$2,261.75	\$4,523.50
112	Tesiny Avenue	06606	Kim A.	Burgos-Billups	\$2,294.75	\$2,294.75	\$4,589.50
315	West Morgan Avenue	06604	Yolanda	Padilla	\$2,521.75	\$2,521.75	\$5,043.50
394	Wheeler Avenue	06606	Joy Marie	Rhone	\$1,973.00	\$1,973.00	\$3,946.00
208	Woodmont Avenue	06606	Gilbert & Sandra	Bahamundi	\$2,405.00	\$2,405.00	\$4,810.00
44	Woodside Avenue	06606	Marvin & Leb	Gonzalez	\$1,448.50	\$1,448.50	\$2,897.00
161	Wordin Avenue	06605	Darren	Henry	\$2,669.00	\$2,669.00	\$5,338.00
183	The Success Village Apartments, Inc. - Perimeter Only	06610	The Success Village Apartments, Inc.		\$75,672.00	\$75,672.00	\$151,344.00

Item# \*26-18 Consent Calendar

Grant Submission: re State of Connecticut  
Department of Public Health for Preventive Health  
Block Grant. (#19605)



**Report  
of  
Committee  
on**

CEA and Environment

City Council Meeting Date: March 18, 2019

Attest:

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

Approved by:

Joseph P. Ganim, Mayor

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

PLEASE NOTE: Mayor did not sign report

REC'D AND  
FILED

CITY CLERK

MAR 18 8 - APR 61

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CITY CLERKS OFFICE



# City of Bridgeport, Connecticut

## Office of the City Clerk

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

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*26-18 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Public Health  
Preventative Health Block Grant (#19605)**

**WHEREAS**, the **State of Connecticut Department of Public Health** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through an agreement with **State of Connecticut Department of Public Health** and the City of Bridgeport; and

**WHEREAS**, funds under this grant will be used to support environmental change for Chronic Disease Prevention and accreditation.; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the East Side Farm Stand and other related programs to increase access to healthy food across Bridgeport and accreditation.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of the **Preventative Health Block Grant**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Public Health Preventative Health Block Grant** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

**Report of Committee on ECD and Environment**



City of Bridgeport, Connecticut  
Office of the City Clerk


Item No. \*26-18 Consent Calendar

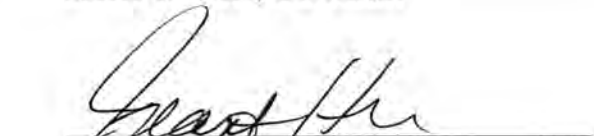
-2-


RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT

  
\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

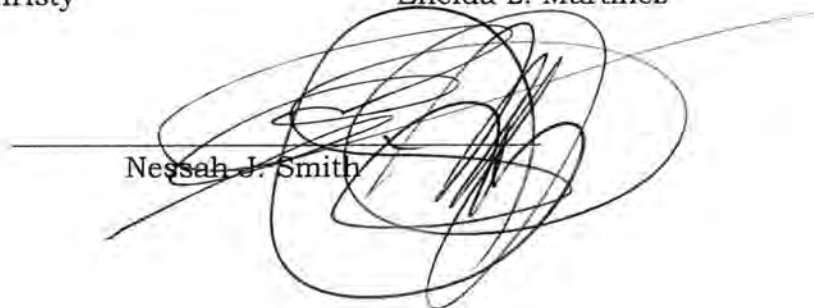
\_\_\_\_\_  
Maria I. Valle, **Co-Chair**

  
\_\_\_\_\_  
Alfredo Castillo

  
\_\_\_\_\_  
Jeanette Herron

  
\_\_\_\_\_  
Rosalina Roman-Christy

  
\_\_\_\_\_  
Eneida L. Martinez

  
\_\_\_\_\_  
Nessah J. Smith

City Council Date: March 18, 2019

Item# \*27-18 Consent Calendar

Grant Submission: re State of Connecticut Department of Public Health for Preventative Health Block Grant- Heart Disease and Stroke Prevention: Hypertension Project (#19609)



Report  
of  
Committee  
on

ED and Environment

City Council Meeting Date: March 18, 2019

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

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

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

PLEASE NOTE: Mayor did not sign report

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

RECEIVED  
CITY CLERKS OFFICE  
50:44 PM 8-APR 61



# City of Bridgeport, Connecticut Office of the City Clerk

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

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*27-18 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Department of Public Health  
Preventative Health Block Grant (#19609)**

**WHEREAS**, the **State of Connecticut Department of Public Health** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through an agreement with the **State of Connecticut Department of Public Health** and the City of Bridgeport; and

**WHEREAS**, funds under this grant will be used to support the heart disease and stroke prevention program; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Department of Public Health** to support the heart disease and stroke prevention program.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Public Health** for the purpose of the **heart disease and stroke prevention program**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Public Health Preventative Health Block Grant** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



# City of Bridgeport, Connecticut Office of the City Clerk

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**Report of Committee on ECD and Environment  
Item No. \*27-18 Consent Calendar**

-2-

**RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

\_\_\_\_\_  
Mary A. McBride-Lee, **Co-Chair**

\_\_\_\_\_  
Maria I. Valle, **Co-Chair**

\_\_\_\_\_  
Alfredo Castillo

\_\_\_\_\_  
Jeanette Herron

\_\_\_\_\_  
Rosalina Roman-Christy

\_\_\_\_\_  
Eneida L. Martinez

  
\_\_\_\_\_  
Nessah J. Smith

**City Council Date:** March 18, 2019

**Item # \*37-18 (Ref. #108-17) Consent Calendar**

Substantial Amendment to the City's Consolidated Plan for Housing & Community Development (2013-2018) and PY 44 Annual Plan and multiple CDBG Program years.



**Report  
of  
Special Committee  
On  
CDBG**

City Council Meeting Date: March 18, 2019

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

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

Date Signed: 3/27/19

RECEIVED  
CITY CLERKS OFFICE  
19 MAR 29 AM 9:34  
ATTEST  
CITY CLERK





# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*37-18 (Ref. #108-17) Consent Calendar**

### RESOLUTION AMENDED

### CITY OF BRIDGEPORT PROPOSED SUBSTANTIAL AMENDMENT TO THE CITY'S CONSOLIDATED PLAN FOR HOUSING & COMMUNITY DEVELOPMENT

**WHEREAS**, the City Council of the City of Bridgeport previously authorized Community Development Block Grant funding for program activities during various program years; and

**WHEREAS**, the City wishes to reprogram \$1,017,818.76 of funds from previously approved activities that: did not advance, were completed for amounts less than originally approved by the City of Bridgeport or will be moved forward to the same activity in PY44; and

**WHEREAS**, this request constitutes a substantial amendment and, as such, requires public notice, Citizen Union consideration, and City Council authorization; and

**WHEREAS**, the City issued a request for public comment on the recommended use of these funds; and

**WHEREAS**, the Department recommends the redistribution of \$171, 578.38 of these funds to pay off the city's Section 108 Loans. The payoff figure for these loans is \$710,000. This city has funding in place totaling \$538,421.62 to pay a portion of the Section 108 Loan. By paying off this loan the city will make available to subrecipients approximately \$273,419.50 in CDBG funding on an annual basis; and

**WHEREAS**, the balance of reprogrammed funds \$846,240.38 will be used to purchase fire protection/ firefighting equipment and the printing of multi-language safety material that meets HUD guidelines and will assist the city in meeting its timeliness ratio. Spending plan is attached; and

**WHEREAS**, the City Council of the City of Bridgeport accepts the proposal for expenditures of Community Development Block Grant funds;



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Special Committee on CDBG  
Item No. \*37-18 (Ref. #108-17) Consent Calendar

-2-

**NOW THEREFORE BE IT RESOLVED**, that since the city has provided required public notification and has obtained citizen union recommendations, the Mayor of the City of Bridgeport or the designated individual (Director of Planning and Economic Development) is hereby authorized and empowered to sign all contracts, documents, and/or agreements( and to take such other reasonable actions) as necessary to implement the activities listed above in an expedient fashion and in accordance with all of HUD's Community Development Block Grant Program rules, regulations, and requirements.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**SPECIAL COMMITTEE ON CDBG PROGRAM**

Nessah J. Smith, *Co-Chair*

Ernest E. Newton, *Co-Chair*

Mary A. McBride-Lee

Christina B. Smith

Alfredo Castillo

~~Thomas M. ...~~

Rosalina Roman-Christy

**2019 HCD ALLOCATION REPROGRAMMING**

PY	AGENCY NAME	FUNDED	DRAWN	BALANCE TO REPROGRAM		
42	HALL NEIGHBORHOOD HOUSE - ELLA JACKSON	\$ 15,000.00	\$ 14,981.00	\$ 19.00		
42	ACCESS EDUCATIONAL SERVICES	\$ 15,000.00	\$ 14,950.00	\$ 50.00		
42	COB: DEPT ON AGING	\$ 5,000.00	\$ 4,885.00	\$ 115.00		
42	SOCIAL SERVICES E. SIDE SENIOR CTR - RENTAL	\$ 40,000.00	\$ 39,999.96	\$ 0.04		
42	SOCIAL SERVICES E. SIDE SENIOR CTR - RENTAL	\$ 5,000.00	\$ 4,677.72	\$ 322.28		
42	GROUND WORK BRIDGEPORT	\$ 5,000.00	\$ 4,500.00	\$ 500.00		
42	HALL NEIGHBORHOOD HOUSE BOOKS IN A BAG	\$ 5,000.00	\$ 4,994.18	\$ 5.82		
42	KLEIN MEMORIAL (ASK)	\$ 12,000.00	\$ 11,849.38	\$ 150.62		
42	SICKLE CELL DISEASE ASSOC.	\$ 10,000.00	\$ 3,323.34	\$ 6,676.66		
42	DOWNTOWN SPECIAL SVS DISTRICT - PHASE III	\$ 15,000.00	\$ 13,850.00	\$ 1,150.00		
42	COB: YOUTH SERVICES BUREAU	\$ 43,500.00	\$ 42,208.90	\$ 1,291.10		
42	COB: MAYORS CONSERVATION	\$ 90,000.00	\$ 73,425.88	\$ 16,574.12		
39	NEIGHBORHOOD STUDIOS	\$ 25,753.00	\$ -	\$ 25,753.00		
40	ST. MARKS DAY CARE	\$ 35,000.00	\$ -	\$ 35,000.00		
41	CHURCH OF BLESSED SACRAMENT	\$ 25,000.00	\$ 23,395.00	\$ 1,605.00		
41	HALL NEIGHBORHOOD HOUSE SECURITY DOORS	\$ 25,000.00	\$ 15,000.00	\$ 10,000.00		
41	MCGIVENY CENTER	\$ 25,000.00	\$ 24,864.40	\$ 135.60		
41	REGIONAL NETWORK OF PROGRAMS	\$ 20,700.00	\$ 17,750.00	\$ 2,950.00		
41	ALPHA COMMUNITY SERVICES WINDOWS & FAÇADE	\$ 30,000.00	\$ 26,606.41	\$ 3,393.59		
41	COB: HEALTH DEPT LEAD FREE FAMILIES	\$ 25,000.00	\$ 24,100.00	\$ 900.00		
41	GBAPP	\$ 15,300.00	\$ 11,825.00	\$ 3,475.00		
38	HOMEOOWNER REHAB	\$ 134,500.00		\$ 134,500.00		
37	COB: OPED SMALL BUSINESS GAP	\$ 125,000.00	\$ 96,622.20	\$ 28,377.80		
40	NEIGHBORHOOD STUDIOS	\$ 45,000.00	\$ -	\$ 45,000.00		
42	LIBERATION PROGRAMS	\$ 29,888.00	\$ -	\$ 29,888.00		
42	GREATER Bridgeport COMMUNITY ENTERPRISES	\$ 109,635.87	\$ 40,000.00	\$ 69,639.87		
43	COB PUBLIC FACILITIES PICKING IT UP	\$ 59,000.00	\$ -	\$ 59,000.00		
42	KENNEDY CENTER PROBUS HOUSE	\$ 24,500.00	\$ 22,575.00	\$ 1,925.00		
40	ALPHA COMMUNITY FAMILIES IN TRANSITION	\$ 34,000.00	\$ -	\$ 34,000.00		
41	COLUMBUS COMMONS	\$ 61,246.26	\$ 55,825.00	\$ 5,421.26		
	HOMEOOWNER REHAB			\$ 500,000.00		
				\$ 1,017,818.76		

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2019 PY44 CDBG REPROGRAMMING SPENDING PLAN

REVISED

Department	Item	Cost	Quantity
Housing & Community Development	Section 108 Loan Payoff	171,578.38	2
Bridgeport Fire Department	Jaws of Life Systems	\$188,594.51	
Bridgeport Fire Department	Turnout Gear	\$ 58,867.80	30 Sets
Bridgeport Fire Department	Command Trucks	\$160,000.00	2
Bridgeport Fire Department	Self-Contained Breathing Apparatus Cylinders	\$282,400.00	20
Bridgeport Fire Department	Thermal Imaging Cameras	\$22,950.00	9
Bridgeport Fire Department	Blocking Fire Hoods	\$29,700.00	300
Bridgeport Fire Department	Flat Bottom Boat	\$4,786.00	2
Bridgeport Fire Department	Defibrillator	\$10,900.00	5
Bridgeport Fire Department	Medical Equipment	\$13,372.26	MICS
Bridgeport Fire Department	Smoke/Carbon Monoxide Alarms	\$49,680.00	1800
Bridgeport Fire Department	Fire Fighter Gloves	\$22,200.00	300
Bridgeport Fire Department	Printing – Multi-language Brochures	\$2,789.81	
	Total	\$1,017,818.76	

**Item #\*33-18 Consent Calendar**

Resolution Authorizing Execution of a Land Development Agreement (LDA) with Primrose Companies, Inc. for the Mixed-Use Development of Congress Plaza Commons located on the corner of Main Street and Congress Street.



**Report  
of**

**Joint Committee**

**on**

**Contracts & Economic and Community  
Development and Environment**

**City Council Meeting Date: March 18, 2019**

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

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

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

PLEASE NOTE: Mayor did not sign report

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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

The Joint Committee on **Contracts & Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*33-18 Consent Calendar**

**Resolution Authorizing Execution of a Land Development Agreement (“LDA”) for the Mixed-Use Development of “Congress Plaza Commons” to be built on vacant City-Owned land at the corner of Main Street and Congress Street**

**WHEREAS**, from August 6<sup>th</sup> through September 7<sup>th</sup>, 2018, the City’s Office of Planning and Economic Development (“**OPED**”) conducted a public Request For Proposals (“**RFP**”) relevant to three vacant City-owned parcels constituting approximately 35,000 square feet of developable land at Main Street and Congress Street (known as 1269 Main Street, 191 Congress Street and 199 Congress Street; herein collectively referred to as “**The Property**”);

**WHEREAS**, the RFP requested a privately-funded mixed-use development with residential units on the upper floors and retail on the ground floor along Main Street;

**WHEREAS**, OPED received a responsive, well-conceived proposal, entitled “Congress Plaza Commons,” which represents an approximately eighteen million dollar (\$18MM) investment in a five-story, mixed-use development to consist of approximately 92 apartments (which are to be one-bedroom and two-bedroom apartments), along with approximately 5 retail shops (consisting of approximately 7,000 square feet of space) along Main Street, along with structured parking located beneath and behind the apartments, (with such improvements to be known herein collectively as the “**Project**”);

**WHEREAS**, the development entity proposing the project, The Primrose Companies (the “**Developer**”), is a Bridgeport-based company with demonstrated financial and administrative capacity in terms of projects completed and in terms of bank references provided;

**WHEREAS**, OPED wishes to enter into the attached Land Development Agreement (“**LDA**”) with the Developer which would authorize OPED to sell the property to the Developer at fair market value as determined by appraisal;



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Joint Committee on Contracts & Economic and  
Community Development and Environment  
Item No. \*33-18 Consent Calendar

-2-

**WHEREAS**, the LDA requires that the Developer pursue and complete the Project as per specific milestones, including the requirement that construction commence within 12 months of the execution of the LDA;

**WHEREAS**, the City is responsible for the environmental clean-up costs associated with the Property, costs which the City believes it will be able to manage with existing resources;

**WHEREAS**, pursuant to the requirements of, and consistent with the parameters of, Ch. 3.20.030 of the Municipal Code of Ordinances, the Developer shall enter into a Tax Incentive Development Agreement with OPED;

**WHEREAS**, pursuant to its receipt of benefit under Chapter 3.20 of the Municipal Code, the Developer shall comply with the provisions of the recently enacted Chapter 3.29 of the Municipal Code of Ordinances (as approved by the City Council on September 27, 2018 as Agenda Item #136-17) as it pertains to "Developers Fostering Economic Development";

**WHEREAS**, further pursuant to Ch 3.20.030 of the Municipal Code of Ordinances, the Developer shall comply with provisions requiring "full inclusion of minority representation in the procurement of development contracts" and shall take "affirmative action measures" toward the awarding of "twenty percent of the dollar value of total construction costs ... to minority – or women-owned contracting businesses";

**NOW THEREFORE BE IT RESOLVED** that, based upon the statements and representations made herein, the Director of OPED is authorized to finalize and execute the LDA in substantially the form attached, and is further authorized to negotiate and to execute such other agreements and to take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution in the best interests of the City.



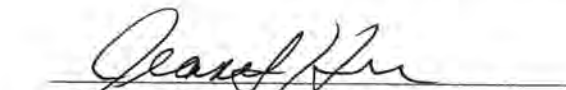
# City of Bridgeport, Connecticut Office of the City Clerk

Report of Joint Committee on Contracts & Economic and  
Community Development and Environment

Item No. \*33-18 Consent Calendar

-3-

RESPECTFULLY SUBMITTED,  
THE JOINT COMMITTEE ON CONTRACTS &  
ECONOMIC AND COMMUNITY  
DEVELOPMENT AND ENVIRONMENT


  
Jeanette Herron, D-133rd, Co-Chair

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

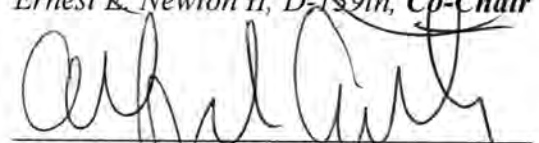
  
Michael A. Defilippo, D-133rd

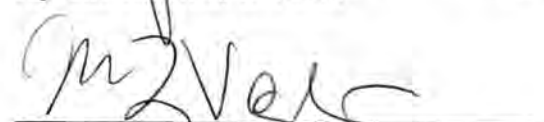
  
Amy Marie Vizzo-Paniccia, D-134<sup>th</sup>


\_\_\_\_\_  
Maria I. Valle, D-137th, Co-Chair

  
Eneida L. Martinez, D-139th


  
Ernest E. Newton II, D-139th, Co-Chair

  
Alfredo Castillo, D-136th

  
Maria Zambrano Viggiano, D-136th

  
Rosalina Roman-Christy, D-135<sup>th</sup>

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

  
Nessah J. Smith, D-138th

City Council Date: March 18, 2019



**Resolution Authorizing Execution of a Land Development Agreement  
("LDA") for the Mixed-Use Development of "Congress Plaza  
Commons" to be built on vacant City-Owned land at the corner of  
Main Street and Congress Street**

WHEREAS, from August 6<sup>th</sup> through September 7<sup>th</sup>, 2018, the City's Office of Planning and Economic Development ("**OPED**") conducted a public Request for Proposals ("**RFP**") relevant to three vacant City-owned parcels constituting approximately 35,000 square feet of developable land at Main Street and Congress Street (known as 1269 Main Street, 191 Congress Street and 199 Congress Street; herein collectively referred to as "**The Property**");

WHEREAS, the RFP requested a privately-funded mixed-use development with residential units on the upper floors and retail on the ground floor along Main Street;

WHEREAS, OPED received a responsive, well-conceived proposal, entitled "Congress Plaza Commons," which represents an approximately eighteen million dollar (\$18MM) investment in a five-story, mixed-use development to consist of approximately 92 apartments (which are to be one-bedroom and two-bedroom apartments), along with approximately 5 retail shops (consisting of approximately 7,000 square feet of space) along Main Street, along with structured parking located beneath and behind the apartments, (with such improvements to be known herein collectively as the "**Project**");

WHEREAS, the development entity proposing the project, The Primrose Companies (the "**Developer**"), is a Bridgeport-based company with demonstrated financial and administrative capacity in terms of projects completed and in terms of bank references provided;

WHEREAS, OPED wishes to enter into the attached Land Development Agreement ("**LDA**") with the Developer which would authorize OPED to sell the property to the Developer at fair market value as determined by appraisal;

WHEREAS, the LDA requires that the Developer pursue and complete the Project as per specific milestones, including the requirement that construction commence within 12 months of the execution of the LDA;

WHEREAS, the City is responsible for the environmental clean-up costs associated with the Property, costs which the City believes it will be able to manage with existing resources;

WHEREAS, pursuant to the requirements of, and consistent with the parameters of, Ch. 3.20.030 of the Municipal Code of Ordinances, the Developer shall enter into a Tax Incentive Development Agreement with OPED;

WHEREAS, pursuant to its receipt of benefit under Chapter 3.20 of the Municipal Code, the Developer shall comply with the provisions of the recently enacted Chapter 3.29 of the Municipal Code of Ordinances (as approved by the City Council on September 27, 2018 as Agenda Item #136-17) as it pertains to “Developers Fostering Economic Development”;

WHEREAS, further pursuant to Ch 3.20.030 of the Municipal Code of Ordinances, the Developer shall comply with provisions requiring “full inclusion of minority representation in the procurement of development contracts” and shall take “affirmative action measures” toward the awarding of “twenty percent of the dollar value of total construction costs ... to minority – or women-owned contracting businesses”;

NOW THEREFORE BE IT RESOLVED that, based upon the statements and representations made herein, the Director of OPED is authorized to finalize and execute the LDA in substantially the form attached, and is further authorized to negotiate and to execute such other agreements and to take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution in the best interests of the City.

**LAND DISPOSITION  
AGREEMENT**

**BY AND BETWEEN  
CITY OF BRIDGEPORT,**

**AND**

**THE PRIMROSE COMPANIES, INC.  
Or its Permitted Affiliate**

Dated: \_\_\_\_\_, 2019

## AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2019 between the **CITY OF BRIDGEPORT**, a municipal corporation having an address at 45 Lyon Terrace, Bridgeport, Connecticut ("**City**") and **THE PRIMROSE COMPANIES, INC.**, a corporation organized and existing under the laws of the State of Connecticut, with an office and principal place of business at 1425 Noble Avenue, Bridgeport, CT 06610 ("**Developer**").

WITNESSETH:

WHEREAS, the City owns one or more pieces or parcels of land and the improvements located thereon, if any, commonly referred to as 1269 Main Street, 191 Congress Street, and 199 Congress Street, Bridgeport, Connecticut, more particularly described on **Schedule A** attached hereto currently used as a parking lot for the Bridgeport Police Department (collectively, the "**Property**");

WHEREAS, the Developer submitted a proposal on September 7, 2018 in response to the RFP, a copy of which is attached hereto as **Exhibit 4** ("**Proposal**");

WHEREAS, the City seeks a project that will create additional value by the construction of improvements that will increase the real estate assessment of the Property and result in an increase in future taxes for the City's benefit, and therefore, the City prohibits any future sale of the Property or a controlling interest in the Developer entity to a not-for-profit, tax-exempt organization because such a sale would defeat the City's public purpose, unless such not-for-profit, tax-exempt organization has entered into a written payment-in-lieu-of-taxes agreement ("**PILOT**") with the City related to the Property;

WHEREAS, the City desires to transfer the Property to Developer, and Developer desires to acquire the Property from the City for the purpose of redeveloping it as a 5-story mixed-use development consisting of approximately 92 apartments, 5 retail shops, and a parking garage with approximately 78 parking spaces to be constructed on the terms and conditions set forth herein (the "**Project**"); and

WHEREAS, the Bridgeport City Council on \_\_\_\_\_, 2019 approved the sale and transfer of the Property to the Developer pursuant to the terms and conditions hereof; and

WHEREAS, the City believes that Developer's proposed redevelopment of the Property pursuant to the terms of this Agreement is in the best interests of the City and its economy, will serve to promote the health, safety, and welfare of its residents, and is in accord with the public purposes and provisions of the applicable State and local laws and requirements applicable to the Project, including any Urban Renewal Plan of which the Property may be a part.

NOW THEREFORE, in consideration of the representations, warranties, covenants, agreements and the obligations of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

## ARTICLE I

The recitals set forth above are incorporated by reference with the same force and effect as if fully set forth herein.

### DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings assigned to them below:

**"Affiliate"** of or a person "affiliated" with Developer shall mean any Person controlling or controlled by or under common control with Developer, including, without limitation, any person who has a familial relationship by blood, marriage or otherwise with any member, manager, partner or employee of Developer or any Affiliate of Developer.

**"Agreement"** shall mean this Land Disposition Agreement, together with all documents, exhibits and schedules referred to, incorporated herein or annexed or to be annexed hereto, all of which together form the complete agreement among the parties.

**"Certificate of Completion"** is defined in Section 5.2(b) herein.

**"Certificate of Occupancy"** shall mean a permanent or temporary certificate of occupancy for the Improvements under Connecticut law that gives beneficial use of the Property to the end user (which can include Developer unless this Agreement requires transfer to an end-user other than Developer), provided, however, that all conditions or incomplete items of work resulting in the issuance of a "temporary" or "conditional" certificate of occupancy are certified by Developer's architect (a) as normal and customary for projects similar to the Project in size, type and use; (b) as capable of being satisfied or completed by Developer within a reasonable period of time; and (c) as not causing any material interference with the intended use and operation of the Improvements.

**"City"** shall mean City of Bridgeport, located in Fairfield County, Connecticut, organized and existing by virtue of an Act of the General Assembly of the State of Connecticut, acting through its mayor or other duly-authorized administrative officer, including its elected and appointed officials, officers, executives, administrators, employees, agents and contractors, and any successor in interest, whether by act of a party or parties to this Agreement, by operation of law or otherwise.

**"Closing"** shall mean the transfer of title to the Property to Developer, payment of the Purchase Price to the City, the execution and delivery of all other Closing Documents, and the completion of all other actions required pursuant to the terms of this Agreement.

**"Closing Conditions"** shall have the meaning specified in Section 2.2 herein.

**"Closing Date"** shall mean the date on which title to the Property is transferred by City to Developer, or a permitted assignee hereunder and such date shall not occur later than thirty (30) days after the satisfaction of all Closing Conditions without City's express written consent.

**"Closing Documents"** shall mean, collectively, City's Closing Documents (as defined in Section 2.6(b)), and Developer's Closing Documents (as defined in Section 2.6(c)).

**"Consent"** or **"Approval"** shall mean the duly-authorized, written approval or consent required from or by a party in the form, manner and at the time required by this Agreement.

**"Contractor"** shall mean any construction manager, contractor, subcontractor, material supplier or consultant employed directly or indirectly by Developer in connection with the Project.

**"Control"** (including the terms "controlling," "controlled by," and "under common control with") shall mean, the possession, directly or indirectly, of the power to direct or cause the direction of the management, decisions and/or policies of any person, corporation or other entity whether through the ownership of securities, by contract or otherwise, and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

**"Day"** shall mean, with respect to any time period measured in days in this Agreement, a calendar day unless such time period refers to business days, in which case a day shall mean a day that is not a Saturday, Sunday or holiday observed by the City of Bridgeport.

**"Deed"** or **"Deeds"** shall mean that certain special warranty deed of conveyance of the Property subject to the Permitted Encumbrances recited therein from City to Developer in the form required by this Agreement and set forth in **Exhibit 1** attached hereto, and providing for the conveyance of the Property to Developer containing a restraint against the sale of the Property to a not-for-profit organization.

**“Design Review”** shall mean the City’s right to review and give its Consent to the Plan through various City agencies having jurisdiction (e.g., Planning, Fire, Police, Engineering, Land Use Construction Review, Health, etc.) pursuant to the City’s Design Review zoning ordinance (Section 14-12, Bridgeport Zoning Regulations).

**“Developer”** shall mean The Primrose Companies, Inc. and shall include a permitted assignee under an assignment permitted pursuant to this Agreement to an Affiliate or to an entity in which John Guedes owns a controlling interest or to another permitted successor-in-interest, whether by act of a party or parties to this Agreement, by operation of law, or otherwise, but shall not mean a mortgagee of, or a holder of any mortgage, lien or security interest in all or a portion of the Property in connection with a Financing Transaction.

**“Developer’s Plan”** or **“Plan”** shall mean the submission of a detailed site plan and illustration of the Improvements constituting the Project to be constructed on the Property for the City’s Consent consisting of a site plan based upon an A-2 quality survey, elevations, preliminary or schematic design drawings, design development drawings, detailed construction drawings and specifications, with specifics as to facades, materials, degree and location of transparent elements, retail frontage, architectural treatments, streetscape treatments, lighting, sidewalks and retail programming, budgets and cost estimates, estimated construction and completion schedule with mandatory milestone dates that include the date of Substantial Completion, and, after final completion of the Project, shall include submission to the City of copies of as-built surveys of the Improvements.

**“Due Diligence Period”** shall mean that period of time commencing from date of execution and delivery of a fully-executed original counterpart of this Agreement to Developer, and shall end one hundred eighty (180) days thereafter.

**“Environmental Conditions”** shall mean any existing or future condition that has resulted in, results in, or is reasonably likely to result in the Release or migration of Hazardous Materials, alone or in conjunction with other substances, at, upon, under, onto, generated by, emanating or having emanated from, or emitting or having been emitted from, the Property in violation of applicable Environmental Laws. Those Environmental Conditions existing prior to or as of the Closing Date, whether known or unknown, are referred to as the **“Existing Environmental Conditions”**. Those Environmental Conditions that first come into existence after the Closing Date are referred to as the **“Future Environmental Conditions”**.

**“Enforcement Mortgage”** means security for (a) Developer’s obligation to expend a minimum of Seventeen Million Five Hundred Thousand (\$17,500,000.00) Dollars to make the Improvements to the Property described in the Plan, which costs shall include all verifiable soft and hard costs, which obligation shall be secured by a mortgage in the form attached hereto as **Exhibit 3** and (b) a restraint against the sale

of the Property to a not-for-profit organization, which shall be recorded as an encumbrance against Developer's interest in the Property.

**"Environmental Laws"** shall mean all statutory and common federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, orders, decrees or other requirements of and/or within the jurisdiction of any Governmental Authority, now or at any point in effect and applicable to City and/or Developer and regulating, relating to, or imposing liability for the protection of the environment, or any Hazardous Materials, including without limitation the following: any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601-9657 ("CERCLA"), the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) ("RCRA"), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.) ("TSCA"), the Clean Air Act, 42 U.S.C. §§ 7401 et seq. ("CAA"), the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq. ("FIFRA"), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) ("FWPCA") and/or the Safe Drinking Water Act (42 U.S.C. §300f et seq.) ("SDWA"), Connecticut General Statutes 22a-114 et seq., 22a-134 et seq., and 22a-451 et seq., as the foregoing may have been amended to date, and all similar federal, state and local environmental laws, ordinances, rules, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations, as any of the foregoing may have been from time to time amended, supplemented or replaced and any other federal, state or local laws, ordinances, rules, codes and regulations relating to the protection of health, safety or the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or Hazardous Materials or other contaminants.

**"Environmental Release"** means that certain release document given by Developer to City attached hereto and incorporated herein as **Exhibit 2**.

**"Environmental Reports"** is defined in Section 2.8(e) herein.

**"Event of Default"** means a default by either party of its obligations set forth in this Agreement as set forth in Article VIII herein.

**"Existing Improvements"** means all buildings and improvements existing on the Property as of the date of this Agreement, if any.

**"Financing Transaction"** shall mean one or more financing or refinancing transactions with an institutional lender in an amount no greater than the amount set forth herein in an amount no greater than the amount of the minimum



investment to which financing transaction(s) the City agrees to subordinate this Agreement and the Enforcement Mortgage in connection with any of the following: Developer's acquisition of the Property, the demolition of any existing improvements, environmental remediation, construction of the Improvements, and the acquisition of furniture, fixtures and equipment related to the Improvements, which transactions may include the granting to the lender such mortgages, liens or other security interests in Developer's fee ownership and/or leasehold interests in the Property and the Improvements, as the case may be, as the lender requires.

**"Governmental Authority"** shall mean any federal, state, or local law or decision, requirement, order, ruling, regulation or executive order of any court, governmental agency, authority, commission, board, bureau, or instrumentality having jurisdiction over any portion of the Project under the Laws.

**"Improvements"** shall mean the physical rehabilitation or construction on the Property consisting of improvements including approximately 92 apartments, 5 retail shops and a parking garage with approximately 78 parking spaces, all constructed in accordance with all applicable laws, the time frames set forth in the Schedule, and the terms and conditions of this Agreement.

**"Investment Obligation"** shall mean the Developer's obligation to invest a minimum of Seventeen Million Five Hundred Thousand (\$17,500,000.00) Dollars to build the Project, including all hard and soft costs.

**"Land Use Approvals"** means any and all applicable non-appealable permits, approvals, variances or otherwise required by any Government Authority for the proper and legal construction of the Improvements including but not limited to, State of Connecticut and federal agencies having jurisdiction, the Planning and Zoning Commission, Zoning Board of Appeals, Inland Wetlands Commission, Building Department, Fire Department, Police Department, local and State Historic District Commissions and the like.

**"Laws"** shall mean all requirements of federal, state and local law, including but not limited to the Environmental Laws, applicable to the Project and the parties, as such laws may be amended from time to time, including all statutory and common law, rules, orders, statutes, regulations, codes, decrees or other legal requirements.

**"Mortgagee"** is defined in Section 8.2(d) herein.

**"Permitted Encumbrances"** is defined in Section 2.2 herein.

**"Permitted Uses"** shall mean the use of the Improvements solely for mixed-use residential and retail purposes.

**"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

**"Post-Closing Developer Event of Default"** is defined in Section 8.2 herein.

**"Project"** means the Improvements to be constructed on the Property and more fully described in this Agreement.

**"Pre-Closing Developer Event of Default"** is defined in Section 8.2 herein.

**"Project Cost"** shall mean the minimum expenditure of Seventeen Million Five Hundred Thousand (\$17,500,000.00) Dollars committed to the Project by Developer, such expenditures including soft costs, developer fees and hard construction/demolition costs to complete the Improvements.

**"Purchase Price"** shall mean the agreed price between the parties of Five Hundred Seventy-Five Thousand (**\$575,000.00**) Dollars, determined by appraisal.

**"Release"** shall mean any spill, discharge, leak, emission, migration, or other intentional or unintentional release of any Hazardous Materials.

**"Remediation"** shall mean any and all investigative, mitigation, containment, removal, monitoring, and cleanup activity consistent with and necessary to achieve compliance with the RSRs or other applicable Environmental Laws as a result of any Existing Environmental Conditions.

**"Remediation Standards Regulations" or "RSRs"** shall mean the provisions of Sections 22a-133k-1, et seq., of the Regulations of Connecticut State Agencies, as they may be amended from time to time.

**"Schedule"** means a proposed master schedule prepared by Developer for the design and construction of the Improvements by the date of Substantial Completion. The master schedule shall specify the proposed start and finish dates for each project activity and the dates by which certain design phases, construction activities and Substantial Completion is expected to be completed. Developer shall coordinate with and integrate into such master schedule the services and activities of City, Developer's design professional and the construction contractor. As the design proceeds, the master schedule will be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, Developer's occupancy requirements showing phased portions of the Improvements having occupancy priority, and the proposed date of Substantial

Completion. If updates to the Schedule indicate that the construction schedule cannot be met, Developer shall set forth the reasons for such delays to City. City shall have the right to review updated versions of the schedule but shall have no right to approve the Schedule provided that the Schedule continues to project the same date for the Substantial Completion of the Improvements within the time required in Section 5.2(b) herein.

**"Substantial Completion"** or **"Substantially Complete"** shall mean the completion of all the Improvements to the extent that a Certificate of Occupancy is issued for all of the Improvements, and further evidenced by a certificate from Developer's architect stating that the Improvements have been Substantially Completed in accordance with the Developer's Plan. Notwithstanding anything to the contrary herein, Substantial Completion shall be deemed to have been achieved if Developer, its successor or assign, or any tenant or purchaser of all of any portion of the Improvements, receives beneficial use of all, or any portion of, the Improvements, pursuant to a temporary Certificate of Occupancy, so long as Developer's architect certifies as to the completion of the necessary items to obtain a permanent or unconditional Certificate of Occupancy for the entire Project (a) are normal and customary for projects similar to the Improvements in size and type; (b) are capable of being satisfied or completed by Developer within a reasonable time period; and (c) will not cause any material interference with the beneficial use and operation of the Improvements. Notwithstanding anything to the contrary contained herein, the Improvements shall be deemed to be Substantially Complete upon the issuance of a Certificate of Occupancy for the entire Project.

## **ARTICLE II**

### **ACQUISITION OF AND CONDITION OF PROPERTY TO BE CONVEYED**

#### **SECTION 2.1 Transfer of the Property; Purchase Price.**

(a) City represents and warrants that it has fee simple title to the Property.

(b) City represents, warrants and covenants to and with Developer that, pursuant to Connecticut General Statutes Section 12-195, Developer's acquisition of the Property is effective to cancel all of City's claims for unpaid taxes and assessments, interest or lien fees assessed against the Property, and the Property shall be conveyed free of any taxes and assessments levied by City for the period prior to the Closing Date.

(c) City agrees to convey its interest in the Property to Developer at the Closing upon payment of the Purchase Price by the Developer pursuant to all of the terms, covenants and conditions of this Agreement.

**SECTION 2.2 Conditions Precedent to Closing.** The obligation of Developer to purchase the Property from City, and the obligation of City to sell the Property to Developer, is subject to the satisfaction of all of the conditions set forth in this Section 2.2 (each a "**Closing Condition**", and collectively, the "**Closing Conditions**"). If any Closing Conditions have not been satisfied, as determined by Developer in its sole discretion, but before the Closing Date, on or prior to the date which is three (3) months after the date this Agreement is fully-executed and an original counter-part is delivered to Developer, then Developer shall have the right to terminate this Agreement by written notice delivered to City and, upon such termination, provided Developer delivers and assigns to City all engineering, surveying, test data, architectural plans and land use agency permits which it has obtained in conjunction with the Property, the Deposit shall be returned to the Developer and the parties hereto shall thereafter be relieved of all further liability or obligation hereunder, except for any indemnities which are expressly stated to survive the termination of this Agreement.

(a) **Satisfactory Due Diligence.** Developer shall have satisfied itself as the physical condition of the Property and the use thereof for Developer's intended purposes and shall not have terminated this Agreement pursuant to the terms of Section 2.5 (Due Diligence Contingency) herein.

(b) **Project Costs.** Developer has demonstrated, to the reasonable satisfaction of the City, that it has available sufficient funds to make the Investment Obligation in the Property.

(c) **Title.** City shall deliver marketable title to the Property by special warranty deed to the Developer at the Closing, as follows:

(i) **Permitted Encumbrances.** At the Closing, City shall cause good and marketable fee simple title to the Property to be conveyed to Developer, or its Affiliate, by the Deed, subject only to such exceptions to title as Developer may approve (or is deemed to have approved) pursuant to the provisions of this Section 2.2 ("**Permitted Encumbrances**"). It is expressly agreed that, at Closing, the Property shall not otherwise be subject to any liens to secure payment of real estate taxes, personal property taxes, water charges, sewer charges, and municipal assessments of any kind or nature. Developer shall order a title commitment (the "**Commitment**") for a title insurance policy (the "**Title Policy**"), to be issued by a title insurance company selected by Developer (the "**Title Company**"), in the face amount of the Purchase Price,

covering Developer's fee simple interest in the Property, together with copies of all title exception documents referenced therein, with such endorsements as Developer shall deem appropriate, and shall deliver a copy thereof to City.

(ii) Developer shall no later than ten (10) business days prior to the Closing, provide written notice to City of any matters shown by the Commitment and/or Updated Survey affecting the Property that are not satisfactory to Developer according to the terms of this Agreement, which notice must specify the reason such matter(s) are not satisfactory and the curative steps necessary to remove the basis for Developer's disapproval (the "**Title Objection Notice**"). The City shall then have twenty (20) business days after receipt of such Title Objection Notice to take such steps, as shall be acceptable to the title company, to satisfy or remove Developer's objection(s) (the "**Title Cure Period**"); provided, however, that at or prior to the Closing, City shall (x) satisfy any mortgage or deed of trust encumbering the Property with a portion of the Purchase Price, and (y) with a portion of the Purchase Price, cause the removal of all other monetary liens encumbering the Property caused, created or permitted by City.

(iii) If City is either unable or unwilling to remove or correct such objection(s) to the title company's satisfaction within the Title Cure Period, Developer shall have the right to terminate this Agreement and receive any amount paid against the Purchase Price and the parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement. In the event Developer fails to timely give the Title Objection Notice, Developer shall be deemed to have accepted all matters contained in the Commitment and Updated Survey and shall proceed to Closing.

(iv) Within five (5) business days after the issuance of any continuation, supplement or update of the Commitment (but no later than ten (10) business days prior to the scheduled Closing Date) (the "**Title Update**"), Developer shall deliver to City a written statement setting forth any liens, encumbrances or title defects constituting objections to title to the Property disclosed by such Title Update that were not disclosed by the Commitment and, if City is either unable or unwilling to remove or correct such objection(s) to the title company's satisfaction prior to the scheduled Closing Date (or any adjournment agreed to by Developer), Developer shall have the right to terminate this Agreement and the parties shall have no further obligations to each other except for such provisions that specifically survive the termination of this Agreement.

(v) From and after the date of this Agreement, City shall not voluntarily lien or encumber title to the Property, or alienate title to all or any portion of the Property, without Developer's prior written consent, which consent may be withheld in Developer's sole discretion. City shall promptly cause to be removed of record, by satisfaction or bonding, any mechanic's liens encumbering title to the Property caused or permitted by City.

**SECTION 2.3 Enforcement Mortgage.** Developer is obligated to expend a minimum of the amount of the Investment Obligation to make the Improvements to the Property described in the Plan, which costs shall include all soft and hard costs that Developer submits to City and that City can verify, such obligation shall be secured by the Enforcement Mortgage in the form attached hereto as **Exhibit 3**, and shall be recorded as an encumbrance against Developer's interest in the Property. City agrees that, as Developer demonstrates the value of its Investment Obligation in the Property from time to time after the Closing, City will release the amount secured by the Enforcement Mortgage or modify the Enforcement Mortgage to recognize the extent that Developer has met the Investment Obligation. So long as Developer is performing its obligations under this Agreement, City is willing to subordinate its Enforcement Mortgage to a Financing Transaction that complies with the requirements of this Agreement. The Enforcement Mortgage shall also secure the prohibition against the Developer transferring the Property or a controlling interest in the Developer entity to a non-profit, tax-exempt organization that does not have an agreed PILOT with the City.

**SECTION 2.4 Condition of the Property.**

(a) At Closing, City agrees to convey good and marketable fee simple title by special warranty deed subject only to the Permitted Encumbrances. At Closing, City shall also deliver exclusive possession of the entire Property to Developer free and clear of any tenants, licensees or occupants. The Property shall be conveyed free of any service or maintenance contracts and Developer shall have no liability for any utility charges incurred prior to Closing.

(b) Except as otherwise expressly provided in this Agreement, City has not made and does not make any representations or warranties as to the physical condition, expenses, operations, legality of occupancy, governmental compliance or any other matter or thing affecting or relating to the Property, the construction of the Improvements or Developer's proposed use of the Property. Developer hereby expressly acknowledges and represents that no such representations or warranties have been made to it, and, subject to Developer having satisfactorily concluded its inspections and examinations permitted to be made upon the Property, and subject to the satisfaction of all other Closing Conditions, as prerequisites to its obligations to purchase the Property pursuant to this Agreement, Developer agrees to purchase the Property "**AS IS, WHERE IS, WITH ALL FAULTS**" that exist at the time of

execution of this Agreement, normal wear and tear and deterioration by the elements prior to the Closing excepted. City shall not be liable or bound in any way for any oral statements, representations, or information pertaining to the Property furnished by any person or by any real estate broker or agent of either party, or any other person that are not set forth herein. The parties understand and agree that all prior and contemporaneous representations, statements, understandings and agreements, oral and written, between and among the parties are merged into this Agreement, which alone fully and completely expresses the agreement between the parties.

## SECTION 2.5 **Due Diligence Period; Right to Terminate.**

(a) **Due Diligence Period.** Developer shall have the right to enter upon the Property at all reasonable times within a period of **one hundred eighty (180)** days after the execution of this Agreement (the "**Due Diligence Period**") in order to conduct due diligence that Developer deems necessary or desirable on the Property, including without limitation, engineering, environmental, soil and other physical inspections, limited destructive testing (with the City's prior written consent) and physical testing. The parties shall cooperate and provide Developer, its agents and contractors reasonable access to the Property at all times prior to Closing upon the presentation of insurance coverages and amounts acceptable to the City, as well as reasonable access to and review of books, records, financial statements, permits, approvals, plans and specifications and all other documentation pertaining to the ownership, condition and operation of the Property in City's possession or control. Prior to entry upon the Property by Developer, its agents or subcontractors, however, Developer shall present to City evidence of insurance as set forth in Section 2.9. If the Agreement is terminated by the Developer prior to Closing, Developer shall be obligated to restore the Property to the condition in which it existed prior to the commencement of the Due Diligence Period. This provision shall survive the termination of this Agreement. In the event the Developer is not satisfied with the results of its due diligence for any reason or no reason, then the Developer may terminate this Agreement by providing written notice thereof to the City prior to the expiration of the Due Diligence Period, whereupon the Deposit shall be returned to the Developer and neither party shall have any further liability or obligation to the other party except for those which expressly survive this Agreement.

(b) **Zoning and Land Use Permits Contingency.** Developer's obligation to purchase the Property is preconditioned upon its ability to seek and obtain during the Due Diligence Period, assuming that this Agreement has not been terminated by Developer, a satisfactory inquiry to ensure that the Property is currently zoned, or is capable of being properly zoned for the construction and use of the Improvements and that it is likely to qualify for a certificate of occupancy for the Improvements. In addition, Developer' obligation to purchase the Property is further preconditioned upon its ability to obtain the Land Use Approvals. If Developer fails to obtain the Land Use Approvals within the Due Diligence Period, then, unless on or before the date which is five (5) business days after the expiration of such period Developer

gives written notice of its election to cancel this Agreement, or the parties agree in writing to extend the time for Developer to obtain the Land Use Approvals required, or Developer delivers to City a notice waiving this precondition to its performance hereunder, the parties shall proceed to a Closing as if this contingency was not part of the Agreement. If, however, there is no agreement to extend the Due Diligence Period or the parties do not mutually agree of an acceptable method of resolving Developer's need for an extension of time after Developer gives notice of its intention to cancel this Agreement, this Agreement shall thereupon cease, terminate and come to an end, and the Deposit shall be returned to the Developer and neither party hereto shall have any rights, obligations or liabilities to the other, except for those items that are stated herein to survive the earlier termination of this Agreement.

#### SECTION 2.6 **Conveyance of the Property to Developer at Closing.**

(a) **Closing Date.** City shall convey fee simple marketable title to, and exclusive possession of, the entire Property to Developer on a date which is not later than thirty (30) days after the expiration of the Due Diligence Period (the "**Closing Date**"), upon the payment by Developer of the balance of the Purchase Price, subject to any customary closing adjustments and pro-rations, if any, in favor of the City or Developer.

(b) **City's Closing Documents.** At the Closing, City shall deliver to Developer the following documents duly-executed and, where appropriate, acknowledged by City and the following other items (the documents and other items described in this Section 2.6 (b) being collectively referred to herein as "**City's Closing Documents**"):

(i) Deed, in the form annexed hereto as **Exhibit 1** subject only to the Permitted Encumbrances.

(ii) State and Municipal Conveyance Tax Statements (this transaction is exempt from conveyance taxes).

(iii) Such documents and instruments relating to City's authority to sell the Property to Purchaser, in the form customarily required by title insurance companies in the State of Connecticut.

(iv) A customary owner's title affidavit in the form customarily required by title insurance companies in the State of Connecticut to induce a title insurance company to insure against, the rights of tenants or parties in possession, and mechanic's liens for work, materials or services performed or provided within the 90-day period prior to Closing. If any work has been done, or services performed in the 90-day period prior to Closing (by or at the request of any party other than Developer), City must indemnify Developer and Developer's title company from any mechanic's liens filed by reason of such work or services.



(v) Any additional instruments, agreements and other documents as are typical and customary for transactions of the type contemplated by this Agreement and as may be necessary or appropriate to consummate such transactions.

(vi) All keys and access cards in City's possession to all entrance doors, gates, equipment and utility rooms located at or used in connection with the Property.

(c) **Developer's Closing Documents.** At or before Closing, Developer shall deliver to City, subject to the City's approval:

- (i) Evidence as to the availability of Project Costs through equity investment, debt financing or both;
- (ii) Developer's Plan and Schedule;
- (iii) Release of environmental liability as set forth in Section 2.8(b) hereof;
- (iv) Balance of the Purchase Price.

**SECTION 2.7 Intentionally omitted.**

**SECTION 2.8 Environmental Representations.**

(a) **Environmental Condition of the Property.** Developer shall be responsible for obtaining, if desired, Environmental Site Assessments of the Property and Existing Improvements, if any, and other investigations, tests, analyses and the like to determine the Existing Environmental Conditions, if any, to satisfy itself fully as to the existence and extent of all Existing Environmental Conditions, if any, at the Property. Except as otherwise set forth in this Agreement, City makes no representations of any kind with respect to any Environmental Conditions that may exist at the Property. City shall deliver to Developer within ten (10) days after the date of this Agreement copies of all environmental reports in its possession concerning the Property ("**Environmental Reports**"). City makes no representations, warranties or assurances concerning the validity, accuracy or completeness of any Environmental Reports that City provides to Developer.

(b) **Release of City.** At Closing, Developer shall release City from any and all future claims, liabilities, costs and expenses for Future Environmental Conditions, whether known or unknown, foreseeable or otherwise, arising from or relating to the presence or alleged presence of any Future Environmental Conditions, the form of release being attached hereto as **Exhibit 2**.

(c) **Connecticut Transfer Act.** City is not aware whether the Property is or is not an "establishment", as that term is defined in the Connecticut Transfer Act (Connecticut General Statutes §§ 22a-134, *et seq.*) (the "Transfer Act"). Therefore, it is Developer's responsibility to determine whether a filing under the Connecticut Transfer Act must be made in connection with the transfer of the Property. If Developer should determine that the Transfer Act is applicable to the sale of the Property contemplated herein, the parties understand and agree that City will be obligated to comply with the Transfer Act at its sole cost and expense as the certifying party.

(d) **Environmental Responsibilities.**

(i) The City shall be responsible for all Existing Environmental Conditions and shall indemnify and hold the Developer harmless with respect to any liabilities or obligations associated therewith. In addition, the City shall be responsible for any required remediation for any Existing Environmental Conditions.

(ii) The Developer shall be responsible for all Future Environmental Conditions and shall indemnify and hold the City harmless with respect to any liabilities or obligations associated therewith.

**SECTION 2.9 Pre-Closing Indemnification and Insurance Requirements.**

(a) **Indemnification.** Developer, for itself, its contractors and any of its consultants, employees, agents, successors and assigns, agrees to defend, indemnify and hold harmless and City, its appointed and elected officials, officers, department heads, employees and agents, from and against any and all claims, liabilities, obligations, causes of action of whatsoever kind and nature for damages, including costs and expenses, including reasonable attorneys' and consultants' fees arising from Developer's activities on the Property prior to the transfer of title to the Property, provided, however, that Developer shall not be responsible or obligated for claims that arise from the sole proximate cause of the City.

(b) **Insurance Requirements.** Developer must submit evidence of the following insurance coverages in the form and manner required for the benefit of City prior to any entry onto the Property. Developer shall procure, present to City, and maintain in effect without interruption through the date of Closing the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut reasonably acceptable to 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 solely out of operations conducted by Developer at the Property prior to Closing.

Coverage shall be broad enough to include contingent liability, contractual liability, with limitations of \$5,000,000 for each occurrence/aggregate with a combined single limit for bodily injury and personal injury.

**Business Automobile Insurance** 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 \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

**Builder's Risk/Installation Floater** covering contractor's labor, materials and equipment to be used for completion of the work performed at the Property described in this Agreement against all risks of direct physical loss, excluding earthquake and flood, for an amount to cover the Improvements.

**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.

**General requirements.** All policies shall include the following provisions:

Cancellation notice—City shall be entitled to receive from Developer or Developer's insurance carriers not less than 30 days' written notice of cancellation or non-renewal **BY POLICY ENDORSEMENT** to be given to City at the addresses for notice set forth in this Agreement.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting all coverages required and delivered to City prior to any entry onto the Property under this Agreement.

Additional insured—In instances where City has an insurable interest in the Property and to the extent coverage is attainable, Developer will arrange with their respective insurance agents or brokers to name City as additional insured parties **BY POLICY ENDORSEMENT** on all policies of primary and excess insurance coverages. Developer shall submit to City upon execution of this Agreement and periodically thereafter prior to Closing, evidence of the existence of the required insurance in the form required hereby. Such certificates shall specifically designate City in the following form and manner:

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

City of Bridgeport  
Office of Planning and Economic Development  
999 Broad Street  
Bridgeport, Connecticut 06604

Re: Land Disposition Agreement Relating to Development of  
Property Located at Former Police Parking Lot, Congress and  
Main Streets

**SECTION 2.10 Risk of Loss.** Developer acknowledges and agrees that it is purchasing the Property to facilitate the development of the Improvements on the Property. Prior to Closing, except for Developer's obligations hereunder, City shall bear all other risk of loss from damage with respect to the Existing Improvements; provided, however, Developer shall have no right to terminate this Agreement by reason of any damage to the Existing Improvements by fire or other casualty, and City shall have no obligation to repair or restore the Existing Improvements by reason of any damage to the Existing Improvements by fire or other casualty prior to Closing. Premiums for insurance with respect to the Property, whether paid by City or Developer, will not be prorated at Closing.

**SECTION 2.11 Condemnation.** In the event that, between the date of this Agreement and the Closing Date, any condemnation or eminent domain proceedings are initiated which might result in the taking of any part of the Property which renders the Property unsuitable for development of the Improvements, as determined by Developer in its commercial business judgment reasonably exercised, then Developer may: (a) terminate this Agreement by written notice to City within thirty (30) days after learning of such condemnation proceedings; or (b) proceed with the Closing, in which event City shall assign to Developer all of City's right, title and interest in and to any award made in connection with such condemnation or eminent domain proceedings. City shall promptly notify Developer in writing of the commencement of any condemnation or eminent domain proceedings.

### **ARTICLE III**

#### **RESTRICTIONS AND EASEMENTS**

**SECTION 3.1 Use of the Property.** Developer acknowledges that the Property is subject to the terms and conditions of this Agreement and all agreements referred to and/or incorporated by reference, including the Deed.

**SECTION 3.2 Restrictions On Use of the Property.** Developer covenants and agrees for itself, its successors and assigns, and all successors in interest to the Property that, until the issuance of a Certificate of Completion, the Property shall be redeveloped for the purposes set forth in the Plan and no others without the prior written Consent of City which consent may be withheld in City's sole discretion.

(a) **Permitted Use.** Developer shall use the Property solely for mixed-use development described in the Plan as to which the City has given its Consent.

(b) **Certificate of Completion Required.** Upon completion of the Improvements, Developer shall request in writing a Certificate of Substantial Completion for the Improvements with such supporting documentation as City shall reasonably request. City shall issue a Certificate of Substantial Completion in the time and manner required herein as to all the Improvements, verifying Developer's fulfillment of all obligations to construct the Improvements under this Agreement. Such certificate will represent the administrative approval of City's Office of Planning and Economic Development and shall not be confused with or substituted for other permits, certificates and approvals required for the Project from State, federal and municipal agencies and authorities having jurisdiction.

**SECTION 3.3 Transfers of Interests in Developer or in the Property.**

(a) **Definitions.**

(i) "Real Property Transfer" means a transfer of an interest in the Property permitted by this Agreement.

(ii) "Controlling Interest Transfer" means the transfer of control of the entity constituting Developer. A transfer of "control" shall be deemed to mean the transfer of a majority equity interest and/or controlling interest in the business entity and/or the possession of power to direct or cause the direction of the management and policy of such entity, whether through the ownership of a controlling interest, by statute, or according to the provisions of a contract.

(b) **Permitted Transfers.** Prior to Developer's achievement of Substantial Completion of the Improvements, Developer shall make no Real Property Transfer or Controlling Interest Transfer except in accordance with the following requirements (each a "Permitted Transfer"):

(i) Permitted Real Property Transfers. Developer may make a Real Property Transfer provided it gives prior written notice to the City and

(1) the transfer is to a parent or to an Affiliate; and the City and/or any City agency having jurisdiction over the development of the Property, for example, the Bridgeport Redevelopment Agency ("BRA") is satisfied, in the exercise of its commercial business judgment reasonably exercised that:

(i) the Property has received all land use approvals required to construct the Improvements;

(ii) the proposed transferee has proven related project experience and financing to complete the Improvements or the capability to acquire any necessary additional financing for the completion of the Improvements evidenced by a letter from an institutional lender stating that the transferee has the ability to qualify for and obtain the financing needed to complete the construction of the Improvements;

(iii) the proposed transferee, its officers, directors or owners of more than five percent (5%) interest have not been charged with a crime punishable by a prison term of one year or more or punishable by a fine of \$10,000 or more or have not been engaged in dishonest, unethical or other disreputable activities in the conduct of their business, or been debarred from doing business in any jurisdiction, been implicated as a participant in governmental corruption, committed serious unethical conduct or other conduct evidencing business or government corruption or fraud and the like; and

(iv) such transferee and the Persons comprising the ownership of the transferee are not in default in payments to the City; or

(2) such transfer involves the creation of a common interest community or the filing of declarations under the provisions of the Connecticut Common Interest Ownership Act, Connecticut General Statutes §47-200 et seq. as amended or any successor statute thereto; or

(3) such transfer involves sales or leases of condominium units to end-users; or

(4) such transfer involves the placement of a mortgage or lien to a Mortgagee related to a Financing Transaction; or

(5) such transfer involves the imposition of restrictive covenants governing the use of the Property; or

(6) such transfer involves sales or leases of structures or portions of structures that are Substantially Complete, except for the installation of fixtures, interior partitions, ground-floor concrete slabs, and finishing and customized details or any other similar item not typically completed prior to delivery of ownership or occupancy to an end-user in accordance with applicable industry standards.

#### **SECTION 3.4 Covenants Binding Upon Successors in Interest.**

Developer acknowledges that the terms of City's Enforcement Mortgage and this Agreement shall, from and after Closing hereunder and until the issuance of a Certificate of Substantial Completion for the Improvements, comprise covenants running with the land, and that such covenants shall, in any event, and without regard to technical classification or designation, legal or otherwise, be binding upon Developer, its successors and assigns, to the fullest extent provided by law and in equity for the benefit of and enforceable by City, and the respective successors and assigns of each party.

### **ARTICLE IV**

#### **ACCESS TO PROPERTY**

**SECTION 4.1 Sign.** City reserves the right to install and maintain, at City's sole cost and expense, an appropriate sign or signs on the Property upon the execution of this Agreement and until the Substantial Completion of the Improvements indicating City's support of and involvement in the Project. City shall be responsible for procuring, at its cost, any approvals required for any such signs.

**SECTION 4.2 Access.** From and after the Closing Date and until the issuance of a Certificate of Completion, upon reasonable written prior notice to Developer, Developer shall permit representatives of City, its consultants, employees, and agents access to the Property, at City's sole risk, at all reasonable times during normal business hours to determine and verify Developer's compliance with this Agreement.

### **ARTICLE V**

#### **CONSTRUCTION OF THE IMPROVEMENTS**

**SECTION 5.1 Construction of Improvements.** In consideration for the conveyance of the Property to Developer, Developer undertakes and agrees to undertake the construction of the Improvements on the Property in accordance with this Agreement.

**SECTION 5.2 Time for Commencement and Completion.**

(a) **Commencement of Improvements.** Developer shall use commercially reasonable efforts to (i) file its initial applications for land use approvals no later than sixty (60) days after the execution of this Agreement, (ii) to apply for its building permit for the Improvements within thirty (30) days after the expiration of all appeal periods of the Land Use Approvals required to construct the Improvements, and (iii) to commence construction of the Improvements within sixty (60) days after the issuance of a building permit, provided, however, that, if, under applicable law, any Existing Environmental Condition must be abated or remediated by the City prior to the commencement of the construction of the Improvements, then Developer shall use commercially reasonable efforts to commence the construction of the Improvements promptly after the City completes such abatement or remediation.

(b) **Completion of Improvements.** Developer shall diligently pursue construction of the Improvements as required by the terms of this Agreement until Substantial Completion is achieved. Developer shall use commercially reasonable efforts to Substantially Complete the Improvements within two (2) years after the commencement of such construction. Developer's obligation to complete the Improvements within the period of time set forth in this Agreement shall be deemed satisfied if Developer has Substantially Completed the Improvements constituting the Project as set forth in a certificate ("**Certificate of Substantial Completion**") from City, which may not be unreasonably denied, withheld or delayed in the exercise of City's commercial business judgment reasonably exercised.

**SECTION 5.3 Construction Schedules, Progress Reports, Meeting Minutes, Etc.** No later than thirty (30) days after Closing, Developer agrees to provide to City a Schedule, as the same may be amended from time to time by mutual agreement of the parties, which schedule will be attached hereto and made a part hereof or will be incorporated by reference as if fully set forth herein, which sets forth the dates for submission of zoning and other land use permits, projected dates for obtaining such permits and other approvals, dates for the commencement of each phase of construction and dates for the achievement of various milestones, including the date of Substantial Completion of the Improvements in such form and containing such information as the City determines to be reasonably acceptable. Developer may adjust the Schedule during the construction of the Improvements without changing the date for Substantial Completion except as may be permitted by this Agreement. Developer shall make



available to City for inspection and copying in the City of Bridgeport upon reasonable prior request during Developer's normal business hours, all Project documents, schedules, weekly and monthly construction meeting minutes, progress reports, contract compliance reports, tests, inspection reports and other items reasonably requested by City, provided Developer shall not be required to reveal privileged or confidential information protected from disclosure under the Connecticut Freedom of Information Act.

**SECTION 5.4 Local Hiring.** The Bridgeport City Council adopted City Ordinance Ch. 3.29 – Employment Opportunities with Developers Fostering Economic Development (Item 136-17) on September 18, 2018, effective upon publication, which requires that the Developer agrees to pursue in connection with the construction of the Project pursuant to the following provisions:

(a) The developer agrees and warrants that during the development of this project pursuant to the terms of this agreement, that first consideration of any additional employment of tradesmen/tradeswomen and/or any apprentices to be working on this project will be given to qualified applicants who are residents of the city and/or who are ex-felons of any category to the maximum greatest extent that any increase in workforce or apprenticeships as a result of this project meets the minimum requirements of twenty (20%) percent local resident hires and five (5%) percent ex-felon hires. The hiring or apprenticeship of an individual who is both a local resident and an ex-felon shall only count as either of one such hire. The developer warrants and represents that it will not replace any of its current workforce as a result of this requirement.

(b) The developer shall include the language set forth above in section (a) in every trades subcontract to the project. The developer shall post in conspicuous places, available to employees and applicants for employment, notices encouraging local residents and ex-felons to apply. The developer will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the developer's commitments under this division and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

(c) The developer will provide the office of contract compliance established under Municipal Code Sec. 3.12.130 with such information requested by said office concerning the employment pattern, practices and procedures of the developer as relate to the provisions of subsections (a) and (b) of this section and any rules and regulations and/or orders issued pursuant thereto.

(d) Prior to seeking a building permit for the project, developer shall meet with the office of contract compliance with paperwork sufficient to establish developer's satisfaction of this requirement or documentation sufficient to the office

of contract compliance for said office to issue a waiver of this requirement for good cause shown.

## ARTICLE VI

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**SECTION 6.1 Representations, Warranties and Covenants of Developer.** Developer represents and warrants to City that:

(a) Developer's purchase of the Property is solely for the purpose of the development of the Property and the construction of the Improvements thereon in accordance with the terms of this Agreement.

(b) Developer has full right, power, authority and legal capacity to enter into this Agreement, the execution and delivery of this Agreement has been duly-authorized by Developer's governing body, and no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement by Developer.

(c) The entry into and performance of this Agreement by Developer will not result in or constitute any breach or violation of Developer's organizational documents, or constitute a breach or violation of any Financing Transaction, mortgage, indenture, contract or other agreement or instrument to which Developer is a party.

(d) No agreement or provision of applicable law requires the vote of any other persons to authorize or approve the performance by Developer contemplated by this Agreement.

(e) Except as permitted herein, Developer shall not sell, lease, or otherwise dispose of the Property, controlling interest in Developer, or Developer's interest in this Agreement, without the City's prior written Consent.

(f) Developer has not contracted with, nor has any obligation to, any broker, finder or other person entitled to a fee or other consideration for obtaining this Agreement and no such person has been involved in this transaction in any way.

(g) No suit or arbitration proceeding is pending or, to Developer's knowledge, threatened, against Developer, and there are no outstanding judgments or awards against Developer which would prevent or be likely to hinder Developer's performance of this Agreement or have a material adverse affect upon the Project or the financial condition or business of Developer.

(h) Developer acknowledges that its qualifications are of particular concern to the Bridgeport community and City. Developer shall promptly notify City, in writing, of any change in the control of Developer, meaning a sale of more than fifty (50%) percent of its ownership or day-to-day decision-making control. Upon any change in the control of Developer prior to a Closing hereunder, City shall have the option of terminating this Agreement effective fifteen (15) days after City's delivery of notice to Developer advising of City's intention to terminate this Agreement under this Section unless, within such fifteen (15) day period Developer provides City with such information and assurances as may be necessary to demonstrate Developer's continued intention and ability to fulfill its obligations under this Agreement and City consents to such change of Control in the exercise of its commercial business judgment reasonably exercised provided Developer demonstrates to City's satisfaction Developer's continued intention and ability to fulfill its obligations under this Agreement notwithstanding any such change in control.

## **SECTION 6.2 Representations and Warranties of City.**

(a) **As of the Execution Date.** City represents and warrants, to the best of its knowledge and belief, to Developer as of the date of this Agreement, that:

(i) The person executing this Agreement on behalf of City has been duly-authorized to do so and has full right, power, authority and legal capacity to enter into and obligate City to this Agreement, to sell the Property to Developer pursuant to the terms of this Agreement, and to perform City's obligation under this Agreement, the execution and delivery of this Agreement has been duly-authorized by action of City's legislative body, and that no further consents or approvals of any person or entity are necessary in connection with its execution of this Agreement, the sale of the Property to Developer or the performance of City's obligations under this Agreement;

(ii) There is no actual or threatened judicial, administrative or other adversarial action or proceeding against City relating to the Property, or City's authority to sell the Property to Developer and/or perform its obligations hereunder;

(iii) There are no pending, contemplated or threatened condemnation or eminent domain proceedings (or other takings or purchases in lieu thereof) affecting all or any portion of the Property; and

(iv) There are no written leases, licenses or similar agreements affecting the Property, and there are no written options or rights to lease or purchase the Property, or any portion thereof, or interest therein (other than

pursuant to this Agreement), and no party has the right to occupy the Property pursuant to any lease, license or similar agreement.

(b) **As of the Closing Date.** From and after the date of this Agreement until the Closing Date, City shall:

(i) Promptly perform its obligations under this Agreement and shall not act in such a manner as to materially and adversely affect the construction of the Improvements or the intended use of the Property by Developer, provided Developer has not committed an Event of Default that continues beyond any applicable grace or cure period provided herein.

(ii) Refrain from entering into any brokerage, service, maintenance or property management contracts affecting the Property;

(iii) Except as otherwise required by this Agreement, not undertake any obligation, make any representation or take any action with respect to the zoning, rezoning or redevelopment of the Property that has a material and adverse impact on Developer or the construction of the Improvements;

(iv) Not enter into or grant any leases, licenses, rights, options or other agreements affecting the Property (except as expressly required under this Agreement) that would be binding upon Developer after the Closing; and

(v) Not make any material alterations to the Property.

## ARTICLE VII

### INDEMNIFICATION

**SECTION 7.1 Developer's General Indemnification of City.** Developer hereby indemnifies, will hold harmless and defend City from and against any and all claims, demands, actions, liability, loss, damage or expense, including without limitation all reasonable attorneys' and consultants' fees arising out of Developer's breach of this Agreement or breach of the warranties and representations set forth herein or resulting from any material inaccuracy in the representations, warranties, covenants or agreements made by Developer to City or any other Governmental Authority or other entity pursuant to or in connection with the terms of this Agreement or any Financing Transaction, provided, however, that Developer shall not be responsible or obligated (i) for claims arising out of the sole proximate cause of City, or (ii) by reason of any damage or injury to the Property prior to Closing which is not caused by Developer, or its agents or contractors, or (iii) by reason of the existence or discovery of any condition existing

on the Property prior to Closing, including any Existing Environmental Condition. This provision shall survive the transfer of title or the earlier termination of this Agreement.

**SECTION 7.2 Developer's Environmental Indemnification.**

(a) Developer hereby agrees to indemnify, defend and hold harmless City from and against any loss, claim, liability, judgment, fine or expense, including reasonable attorneys' fees and consultants' fees, arising directly or indirectly or in connection with (a) the neglect, omission (where a duty to act existed) or action of Developer or its contractors, consultants and agents (each a "**Developer Party**") that results in the creation of a Future Environmental Condition prior to the Closing Date; or (ii) any alleged or actual violation of Environmental Law by a Developer Party after the Closing Date, or (iii) an Existing Environmental Condition discovered after the Closing, provided, however, that Developer shall not be responsible or obligated for any Existing Environmental Condition discovered prior to the Closing that resulted from the sole proximate cause of the City as to which Developer gave prompt written notice to City.

(b) The provisions of this indemnification shall govern and control over any inconsistent provision of any other document executed or delivered by Developer in connection with this Agreement. This environmental indemnification shall survive the expiration of the Agreement or the earlier termination thereof and shall be a continuing obligation of Developer, its successors and assigns, and shall inure to the benefit of City, its successors and assigns.

**SECTION 7.3 Indemnification Procedures.** Within thirty (30) days after the occurrence of an event giving rise to a claim for indemnification becomes known to the party entitled to indemnification (the "**Indemnitee**"), the Indemnitee shall promptly give written notice to the party required to provide indemnification (the "**Indemnitor**"). Such notice shall contain a brief description of the facts relating to such claim for indemnification and shall identify or include copies of all relevant documents and other evidence relating to the claim for indemnification. Indemnitor on or before the tenth (10<sup>th</sup>) business day after receipt of any such claim for indemnification from Indemnitee, shall assume the defense of the matter giving rise to the claim for indemnification at Indemnitor's sole cost and expense. Indemnitor shall promptly provide other items of significance relating to such defense or claim and agrees to promptly provide to Indemnitee copies of all pleadings, correspondence and settlement offers in good faith and with due diligence, and shall comply with Indemnitee's other reasonable requests related to such defense or claim. If the compromise or settlement of any claim (combined with any further indemnity provided by Indemnitor) shall not result in the complete release of Indemnitee, its successors and assigns, in the Indemnitee's commercial business judgment reasonably exercised from the claim so compromised or settled, the compromise or settlement shall require the prior written approval of Indemnitee. The judgment of any court or the award of any arbitrator based upon

such compromise or settlement shall be binding upon all of the parties and shall be enforceable in a court having jurisdiction over the parties located in Fairfield County, Connecticut.

**SECTION 7.4 Brokers and Finders.** City and Developer each represent and warrant that **NO BROKER** was involved in consummating this transaction. City and Developer agree, respectively, to indemnify and hold the other harmless from and defend the other against any claim, loss or damage, including reasonable attorneys' fees and court costs, resulting from the falsity of the foregoing representation and warranty. This paragraph shall survive the cancellation or earlier termination of this Agreement.

## **ARTICLE VIII**

### **EVENTS OF DEFAULT; REMEDIES**

**SECTION 8.1 Default by City; Remedies.** In the event that City defaults in any of its material obligations under this Agreement or if any City representation or warranty should be inaccurate in any material respect and provided that Developer is in compliance with and has not committed an Event of Default that remains uncured at the time Developer sends notice to City (each, a "**City Event of Default**"), Developer shall give written notice to City and City shall have the right to cure such City Event of Default within thirty (30) days after receipt of such notice, unless such cure is not reasonably capable of being achieved in such 30-day period in which case City shall have the right to an additional sixty (60) days to cure such City Event of Default so long as City pursues such cure in good faith and with diligence, and, if City is unable to cure such City Event of Default, then Developer shall have the right to pursue all legal and equitable remedies available to it, including specific performance, but shall not be entitled to pursue indirect, consequential, special or punitive damages.

**SECTION 8.2 Default by Developer; Remedies; Lender Protections; Enforcement Mortgage.**

(a) **Pre-Closing Developer Defaults.** The occurrence of any of the following events of default prior to a Closing hereunder shall constitute an event of default (each a "**Pre-Closing Developer Event of Default**"):

(i) In the event that Developer defaults in any of its material obligations under this Agreement or if any Developer representation or warranty should be inaccurate in any material respect and provided that City is in compliance with and has not committed a City Event of Default that remains uncured at the time City sends notice to Developer, City shall give written notice to Developer and Developer shall have the right to cure such

Developer Event of Default within thirty (30) days after receipt of such notice, unless such cure is not reasonably capable of being achieved in such 30-day period in which case Developer shall have the right to an additional sixty (60) days to cure such Developer Event of Default so long as Developer pursues such cure in good faith and with diligence, and, if Developer is unable to cure such Developer Event of Default, then City shall have the right to pursue all legal and equitable remedies available to it but shall not be entitled to pursue indirect, consequential, special or punitive damages;

(ii) If Developer shall file for bankruptcy or become bankrupt or insolvent, or shall file any debtor protection proceedings in any court pursuant to any statute of the United States, or shall file or have filed against it a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of its assets, or if Developer makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement for the partial satisfaction of its debts, and if any of the aforesaid are not vacated, dismissed or cancelled within ninety (90) days following the date any such event occurs.

(b) **City's Remedy for Pre-Closing Developer Event of Default.** Upon the occurrence of a Developer Event of Default prior to Closing that shall not be cured within the applicable notice and cure period, City shall have the right to terminate this Agreement and all of Developer's interest in the Property, subject to the rights of lenders described below.

(c) **Post-Closing Developer Events of Default.** The occurrence of any of the following events, subsequent to the conveyance of the Property to Developer, shall constitute a Developer Event of Default (each, a "**Post-Closing Developer Event of Default**"):

(i) In the event Developer fails to commence construction of the Improvements or fails to achieve Substantial Completion in accordance with the Schedule; or

(ii) if Developer shall sell, lease or otherwise dispose of the Property or controlling interest in Developer in violation of this Agreement without City's prior written Consent; or

(iii) if Developer shall intentionally violate the non-discrimination covenants contained herein; then,

provided that City is in compliance with and has not committed a City Event of Default that remains uncured at the time City sends notice to Developer, City shall give written notice to Developer and Developer shall have the right to cure such Developer Event of

Default within thirty (30) days after receipt of such notice, unless such cure is not reasonably capable of being achieved in such 30-day period in which case Developer shall have the right to an additional sixty (60) days to cure such Developer Event of Default so long as Developer pursues such cure in good faith and with diligence, and, if Developer is unable to cure such Developer Event of Default, then City shall have the right to pursue all legal and equitable remedies available to it but shall not be entitled to pursue indirect, consequential, special or punitive damages.

(d) **Lender Rights.** City grants the following rights to lenders who have mortgages secured by the Property:

(i) **Notice of Developer Default to Mortgagee.** Notwithstanding any of the provisions of the Agreement applicable to Developer to the contrary, including but not limited to those which are or are intended to be covenants running with the land, the holders of any mortgages in the aggregate amount not to exceed the amount of the Investment Obligation granted in connection with a Financing Transaction (including any such holders, or its Affiliates, who obtains title to the Property as a result of foreclosure proceedings, or other legal action (each, a "**Mortgagee**"), but not including (1) any other party that is not an Affiliate or such Mortgagee who thereafter obtains title to the Property from or through such Mortgagee, or (2) any other purchaser at a foreclosure sale other than the Mortgagee itself, or its Affiliate, or (3) any other lender to whom the City has not subordinated this Agreement to the lien of such mortgagee's mortgage, whenever City shall deliver any notice to Developer with respect to any Developer Event of Default under the Agreement, City shall at the same time give notice to each Mortgagee at the last address of such Mortgagee in a mortgage or other security agreement filed in the Bridgeport Land Records of City.

(ii) **Mortgagee's Option To Cure Developer Defaults.** Upon the occurrence of a Developer Event of Default, each Mortgagee shall have the right, at its option, to cure such Developer Event of Default and to add the cost thereof to the mortgage debt and the lien of its mortgage; provided, however, if the breach or default is with respect to the demolition of the Existing Improvements and/or the construction of the Improvements, nothing contained in this Agreement, or provision of the Deed, shall be deemed to require such Mortgagee, either before or after foreclosure or other legal action, to undertake or continue the completion of the Improvements, unless such Mortgagee shall, in the exercise of its sole discretion, elect to assume Developer's obligations to complete the Improvements on the Property pursuant to a written agreement reasonably satisfactory to City in the exercise of its commercial business judgment reasonably exercised, provided, however, that, if the Mortgagee elects to complete the Improvements, City and Mortgagee shall mutually agree to a



period of time in which to complete the Improvements pursuant to completion schedule ("**Completion Schedule**") that affords Mortgagee a sufficient period of time or a duration of time to complete similar to the duration for such work set forth in the original Schedule to complete the unfinished balance of the Improvements then remaining with reasonable time added if necessary for bidding and mobilization of contractors.

(iii) **Mortgagee Not Obligated To Construct.** The Mortgagee's option to cure a Developer Event of Default shall in no way obligate the Mortgagee to complete the Improvements or to guarantee such construction or completion, nor shall any covenant or any other provision in the Deed be construed to so obligate such Mortgagee, provided, however, that, nothing in this Agreement shall be deemed or construed to permit or authorize any such Mortgagee to devote the Property to any uses other than the Permitted Uses or to construct any improvements other than the Improvements thereon without City's prior written consent.

(iv) **Forbearance by City.** Each Mortgagee shall be afforded the time to cure a Developer Event of Default set forth herein during which cure period the Mortgagee shall have the right, but not any obligation, to procure (and, at its option, to convey the Property to) a substitute real estate developer acceptable to City in City's exercise of its commercial business judgment reasonably exercised (the "**Replacement Developer**") so long as the Replacement Developer agrees to cure the Developer's Event of Default, unless the City agrees that it is unnecessary to do so in the exercise of its commercial business judgment reasonably exercised, and otherwise agrees to complete the Improvements in accordance with the Completion Schedule, to execute an assignment and assumption agreement to perform the Developer's remaining obligations under this Agreement at such time ("**Assignment**"), and agrees to execute such other documents and do such other things as City may require so long as Replacement Developer's obligations are no greater than the Developer's obligations under the Agreement.

(e) **Certificate of Completion.** Any such Mortgagee who shall Substantially Complete the Improvements relating to the Property or applicable part thereof shall be entitled, upon written request made to City, to a Certificate of Completion for such completed Improvements in the manner provided herein, and any such certification shall be deemed to mean that any remedies or rights with respect to recapture of or reversion or reversion of title to the Property that City shall have or be entitled to because of the failure of Developer, or any successor in interest to the Property, or any part thereof, to cure or remedy any default with respect to the construction of the Improvements on other parts or parcels of the Property, or because of any other default in or breach of the Agreement by the Redeveloper or such successor, shall no longer apply to the part or parcel of the Property to which such Certificate of Completion relates. (Such Certificate of Completion is a contract document to be issued pursuant to this Agreement and is

not to be mistaken or required in lieu of a certificate of occupancy issued by the City's Building Department.)

(f) **City's Option to Obtain Assignment of Mortgage, Purchase Property, or Exercise Enforcement Mortgage.** If a Developer Event of Default occurs and either: (i) Developer does not cure the same in the manner provided herein; (ii) if a Mortgagee declines or refuses to exercise its rights to cure such default; (iii) if Mortgagee undertakes to cure a Developer Event of Default but does not cure the same in the manner provided herein; (iv) if Mortgagee undertakes the construction of the Improvements but does not complete the Improvements in accordance with the Completion Schedule; then City shall have the following alternative rights and remedies:

(i) City shall have the option of (1) purchasing from Mortgagee or securing an assignment of the Mortgagee's mortgage and the debt secured by the Property, or (2) in the event Mortgagee has acquired Developer's interest in the Property by way of foreclosure or other legal action, to a conveyance by Mortgagee to City of title to the Property upon payment of an amount equal to the sum of: a. the mortgage debt secured (less all appropriate credits, including those resulting from collection actions, suits upon guarantees, and application of rental payments and other income received by Mortgagee applicable to or which would otherwise offset the outstanding mortgage debt secured; b. all court costs, other collection expenses and reasonable attorneys' fees incurred by Mortgagee; c. the costs and expenses incurred by Mortgagee as a direct result of the necessary property management services; or d. the costs of any Improvements made by Mortgagee; and e. an amount equivalent to the rate of interest that would have accrued on the mortgage debt exclusive of default interest, collection costs, management expenses and the like as if such mortgage debt continued to accrue interest after a Developer Event of Default.

(g) **Rights and Remedies Cumulative; Non-Recourse.** Except with respect to rights and exclusive remedies expressly described as such in this Agreement, the rights and remedies of the respective parties are cumulative and the exercise or non-exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Event of Default or any other Event of Default by another party.

(h) **Estoppel Certificates.** City and Developer shall, without charge, at any time and from time to time, upon request by the other party or by any existing or prospective Mortgagee, provide within ten (10) days after any such request any instrument certifying, verifying, stating, or representing the information sought in response to the following:

(i) that this Agreement is unmodified and in full force and effect; or, if there have been any modifications, that the Agreement is in full force and effect as modified and stating the modifications and the dates thereof;

(ii) whether or not there are then existing any Events of Default under this Agreement, and, if so, specifying such defaults with reasonable particularity;

(iii) whether or not there are then existing any setoffs or defenses against the enforcement of any of the obligations, terms and/or conditions of this Agreement, and, if so, specifying the amount and nature of the same; and

(iv) such other matters as may be reasonably requested.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

SECTION 9.1 **Force Majeure.** The parties hereto, respectively, agree that the other party shall not be in default of this Agreement whether before or after Closing if such party is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder in spite of its employment of commercially reasonable efforts and due diligence as a result of events beyond the reasonable control of such party caused by severe weather conditions, natural disasters, catastrophic events, labor unrest, severe shortages of key materials, or delays of contractors or subcontractors due to any such causes, casualties to persons or 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 taken by other persons beyond the exclusive control of the party claiming hindrance or delay (any of the foregoing being referred to as "**Force Majeure**"). 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 the receipt of notice of a claimed hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of the non-requesting party's 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 hindrance or delay.

**SECTION 9.2 Entire Agreement.** This Agreement shall supersede all prior oral or written statements, agreements and understandings between or among the parties hereto with respect to the transactions contemplated by this Agreement that are not specifically contained herein.

**SECTION 9.3 Requisite Authority.** Developer shall cause its legal counsel to deliver a legal opinion in form and content reasonably acceptable to City prior to the execution of this Agreement to the effect that: (i) Developer is a duly-formed or duly-organized and validly existing corporation and is duly-qualified to transact business in Connecticut; (ii) signer is the duly-authorized officer or official of Developer and has full right, power, authority and legal capacity to enter into and obligate Developer to this Agreement; (iii) the execution and delivery of this Agreement and the performance thereof has been duly-authorized by the governing body of Developer; (iv) the execution of the Agreement by Developer will not violate any other contract, arrangement or other obligation of Developer; and (v) no further consents or approvals of any person or entity are necessary in connection with Developer's execution and performance of this Agreement.

**SECTION 9.4 Notices.** All notices, demands or other communications required or desired to be delivered pursuant to this Agreement by any party hereto shall be made in writing and shall be deemed sufficiently given or delivered only if personally delivered with proof of delivery thereof (any notice or communications so delivered being deemed to have been received at the time delivered), or sent by a nationally-recognized next day courier (such as Federal Express) (any notice or communication so sent being deemed to have been delivered when received, or when delivery is refused), or if sent by certified mail—return receipt requested and deposited in a postage-prepaid envelope with the United States Postal Service, which mail would be deemed received two business days after deposit, each such notice to be addressed to the respective parties as follows:

If to Developer:

The Primrose Companies, Inc.  
Attn: John Guedes  
1425 Noble Avenue  
Bridgeport, CT 06610

With a copy to:  
David K. Kurata, Esq.  
Russo & Rizio, LLC  
One Post Road  
Fairfield, CT 06824  
Telephone: (203) 255-9928  
Facsimile: (203) 255-6618  
Email: [dkurata@russorizio.com](mailto:dkurata@russorizio.com)

if to City:

City of Bridgeport  
Office of Planning & Economic Development  
City Hall Annex  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, Connecticut 06604

With a copy to:

City of Bridgeport  
City Attorney  
Office of the City Attorney  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, Connecticut 06604

Each of the parties hereto shall promptly notify each other in the manner set forth above of any change in their respective addresses or any other address or other person to whom future notices should be sent.

**SECTION 9.5 Severability.** If any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the remaining terms of this Agreement, to the extent not inconsistent with any such holding, shall not be affected thereby if such remaining terms would then continue to conform with the requirements of applicable laws and this Agreement.

**SECTION 9.6 Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement.

**SECTION 9.7 Waiver.** Any right or remedy which either party or their respective successors or assigns may have under this Agreement may be waived at any time, but any such waiver shall not affect the future exercise of such right in the future or any other rights of the parties not specifically waived. No waiver of any right or remedy by any party at any one time shall be deemed to be a waiver of any such right or remedy in the future unless otherwise expressly stated in a written agreement.

**SECTION 9.8 Amendments: Modifications.** This Agreement may be amended or modified only by a written document, duly-executed by all of the parties hereto, evidencing their mutual agreement to any such amendment or modification.

**SECTION 9.9 Section Headings.** The descriptive headings of the articles, sections and subsections of this Agreement are for convenience only and shall not affect the meaning or construction of any of the provisions hereof.

**SECTION 9.10 Governing Law.** The respective rights, obligations and remedies of the parties under this Agreement and the interpretation thereof shall be governed by the laws of the State of Connecticut which pertain to agreements made and to be performed in the State of Connecticut.

**SECTION 9.11 Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**SECTION 9.12 Gender; Number.** Whenever used in this Agreement and the context so requires, the singular number shall include the plural and vice-versa, and the use of the masculine, feminine, or neuter gender shall include any gender required.

**SECTION 9.13 Limitations on Personal or Financial Interest.**

(a) No elected representative, official or employee of City shall participate in any decision relating to this Agreement if such a person has a personal or financial interest or interests, direct or indirect, in Developer or the Project, and any elected representative, official or employee must disclose, in writing, to all parties to this Agreement the existence of any formal or informal contract, relationship or understanding, whether oral or written, whether existing or contemplated, that would present a potential conflict of interest or the appearance of impropriety.

(b) After the date of the execution of this Agreement and prior to the issuance of a Certificate of Completion, Developer will not knowingly, without a prior finding by City that such action is consistent with the public interest, employ any employee of City who has participated in the Plan or the Project.

**SECTION 9.14 Offer and Acceptance.** It is expressly understood and agreed that this Agreement shall not constitute an offer or create any rights in favor of Developer and shall in no way obligate or be binding upon City. Nor shall it have any force or effect against City until this Agreement is approved by the Bridgeport City Council and City delivers a fully-executed original thereof to Developer.

**SECTION 9.15 Further Assurances.** Each party hereto shall from time to time execute, acknowledge and deliver such further instruments and perform such additional acts at no cost to such party as the other party may reasonably request to further effectuate or confirm the intent of this Agreement.

**SECTION 9.16 Dispute Resolution.** Any dispute concerning this Agreement or the interpretation thereof set forth in written notice to the other parties hereto, and if such dispute cannot be resolved by mutual agreement shall

be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

**SECTION 9.17 Legal Relationship of Parties.** The parties hereto shall be deemed and construed to be independent of one another for all purposes and nothing contained in this Agreement shall be deemed or determined to create a partnership or joint venture between them.

**SECTION 9.18 Nondiscrimination.** Developer agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements, in all services and accommodations it offers to the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, sexual orientation, disability or veteran status, marital status, mental retardation or physical disability.

**SECTION 9.19 Taxes.** Developer shall pay promptly when due any and all real and personal property taxes and Downtown Special Services District taxes imposed upon the Property or Developer's furniture, fixtures, equipment, vehicles and other taxable property, and first levied or assessed on or after the Closing Date.

**SECTION 9.20 Waste or Nuisance.** Developer shall not commit or permit waste to the Improvements on the Property nor shall it, subsequent to the Closing hereunder, maintain, commit or permit the maintenance or commission of any nuisance, unsightly or unhealthy condition on or about the Property, provided Developer shall not be in breach of this Section 13.20 by reason of the condition of the Property and Existing Improvements on the Closing Date.

**SECTION 9.21 Intentionally Omitted.**

**SECTION 9.22 Recording.** This Agreement, or a memorandum thereof in the form of a notice of lease under Connecticut law, shall be recorded on the Bridgeport Land Records and a complete copy thereof shall be available for review and inspection at City's Office of Planning and Economic Development, 999 Broad Street, 2<sup>nd</sup> Floor, Bridgeport, Connecticut 06604.

**SECTION 9.23 Duration.** This Agreement shall be in effect until the issuance of a Certificate of Substantial Completion for all of the Improvements or until terminated in accordance with this Agreement, whichever shall first occur.

**SECTION 9.24 Precedence of Documents.** In the event there is any conflict in interpretation between this Agreement and any other agreement referred to herein, the terms of this Agreement shall govern over all others.

**SECTION 9.25 Survival.** Upon the termination of this Agreement prior to Closing, this Agreement shall come to an end and the parties shall have no further

obligations to each other except for those provisions specifically stated to survive early termination, which shall survive and be binding upon the parties.



**IN WITNESS WHEREOF**, the parties have executed this agreement on and as of the date first above written.

Signed, sealed and delivered  
in the presence of:

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

**CITY OF BRIDGEPORT**

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

Director of the Office of Planning and  
Economic Development  
duly-authorized

Signed, sealed and delivered  
in the presence of:

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

**THE PRIMROSE COMPANIES, INC.**

\_\_\_\_\_  
By: John Guedes  
Its: President  
duly-authorized



**SCHEDULE A**

**Property Description**

**FORM OF SPECIAL WARRANTY DEED**

**DEED**

concerning

\_\_\_\_\_, Bridgeport, Connecticut

**TO ALL PEOPLE WHOM THESE PRESENTS SHALL COME -- GREETINGS KNOW YE, THAT City of Bridgeport**, a municipal corporation duly-organized and existing by and under the laws of the State of Connecticut, located in the County of Fairfield, and State of Connecticut (hereinafter referred to as the "Grantor"), for consideration of \_\_\_\_\_ (**\$**\_\_\_\_\_) **Dollars** received to its full satisfaction from \_\_\_\_\_, having an address at \_\_\_\_\_ (hereinafter referred to as the "Grantee"), does hereby remise, release and forever Quitclaim unto the Grantee and upon its successors and assigns forever all the right, title, interest, claim and demand whatsoever as the Grantor has or ought to have in or to all that certain piece or parcel of land situated in City of Bridgeport, County of Fairfield and State of Connecticut, commonly known as located at \_\_\_\_\_, Bridgeport, Connecticut, and described more particularly in **Schedule A** attached hereto and made a part hereof ("Premises").

**CONDITIONS OF CONVEYANCE**

This deed is made and executed and is subject to certain express conditions, agreements and covenants described in a Land Disposition Agreement ("LDA") of even date herewith. Said conditions, agreements and covenants are a part of the consideration for the Premises hereby conveyed; and the continued existence of the estate hereby granted shall depend upon the continued observance of said conditions, agreements and covenants for the period more particularly described in the LDA; and the Grantee hereby binds its successors and assigns forever to the covenants, agreements and conditions set forth in the LDA, for the period set forth in the LDA, as the same may be extended, but no longer than any extended period. The City herein and hereby expressly reserves the right to prohibit the sale of the Project Site or transfer of a controlling interest in the Grantor entity to a non-profit, tax exempt entity that does not have a payment in lieu of taxes agreement with the Grantee unless and until Grantee has satisfied its obligations under the LDA and shall only terminate upon the City's filing on the Bridgeport Land Records a Certificate of Completion releasing the Grantee from the obligations of the LDA.



Environmental Release

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING, KNOW YE, THAT \_\_\_\_\_, having an address at \_\_\_\_\_ ("Releasor"), for good and valuable consideration [in consideration of the sum of \_\_\_\_\_ (\$\_\_\_\_\_) Dollars lawful money of the United States of America paid TO IT in hand by received from the \_\_\_\_\_, a \_\_\_\_\_ organized and existing under the laws of the State of Connecticut, the receipt and sufficiency whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for ITSELF, ITS administrators, successors and assigns, remise, release and forever discharge the said \_\_\_\_\_, ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, ELECTED AND APPOINTED OFFICIALS, COMMISSIONERS, AGENCIES, BOARDS AND COMMISSIONS, and their respective heirs, administrators, successors and assigns ("Releasees") of and from all, and all manner of, actions, causes of action, suits, personal injury claims, property damage, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, torts, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law or in equity relating to:

Environmental Conditions under the Environmental Laws discovered or occurring subsequent to the date hereof at the Premises described on Schedule A attached hereto and made a part hereof

which against the said \_\_\_\_\_ AND/OR ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, ELECTED AND APPOINTED OFFICIALS, COMMISSIONERS, AGENCIES, BOARDS AND COMMISSIONS, and their respective heirs, administrators, successors and assigns ever had, now have or which the undersigned's administrators, successors or assigns hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of these presents.

And especially in connection with ANY ENVIRONMENTAL CLAIMS related to that certain Land Disposition Agreement dated \_\_\_\_\_ and recorded in the Bridgeport Land Records in Book \_\_\_\_ at Page \_\_\_\_\_.

IN WITNESS WHEREOF, the Releasor has hereunto set its hand and seal on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Sealed in the presence of: [Releasor]



## Schedule A

**“Environmental Conditions”** shall mean any existing or future condition that has resulted in, results in, or is reasonably likely to result in the Release or migration of Hazardous Materials, alone or in conjunction with other substances, at, upon, under, onto, generated by, emanating or having emanated from, or emitting or having been emitted from, the Property in violation of applicable Environmental Laws.

**“Environmental Laws”** shall mean all statutory and common federal, state and local laws, rules, orders, regulations, statutes, ordinances, codes, orders, decrees or other requirements of and/or within the jurisdiction of any Governmental Authority, now or at any point in effect and applicable to the Property, to the City, to any prior owner of the Property, and/or Developer and regulating, relating to, or imposing liability for the protection of the environment, or any Hazardous Materials, including without limitation the following: any federal, state or local environmental law, ordinance, rule or regulation including, without limitation, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901-6987, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601-9657 (“CERCLA”), the Hazardous Materials Transportation Act of 1975, 49 U.S.C. § 1801-1812, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.) (“RCRA”), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.) (“TSCA”), the Clean Air Act, 42 U.S.C. §§ 7401 et seq. (“CAA”), the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 et seq. (“FIFRA”), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) (“FWPCA”) and/or the Safe Drinking Water Act (42 U.S.C. §300f et seq.) (“SDWA”), Connecticut General Statutes 22a-114 et seq., 22a-134 et seq., and 22a-451 et seq., as the foregoing may have been amended to date, and all similar federal, state and local environmental laws, ordinances, rules, codes and regulations, and any other federal, state or local laws, ordinances, rules, codes and regulations, as any of the foregoing may have been from time to time amended, supplemented or supplanted and any other federal, state or local laws, ordinances, rules, codes and regulations now existing relating to the protection of health, safety or the environment or the regulation or control or imposing liability or standards of conduct concerning toxic or hazardous waste, substances or materials.



**Schedule A**

**Legal Description of Premises**

EXHIBIT 3

**ENFORCEMENT MORTGAGE**

THIS MORTGAGE is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, having an address/principal office and place of business at \_\_\_\_\_ (hereinafter the "Mortgagor"), and **CITY OF BRIDGEPORT**, a municipal body corporate and politic, having an address at 45 Lyon Terrace, City of Bridgeport, County of Fairfield, State of Connecticut 06604 (hereinafter the "Mortgagee").

Mortgagor, in consideration of the obligations hereinafter recited, does hereby give, grant, bargain, sell, convey and confirm unto Mortgagee, its successors and assigns forever, all those certain pieces or parcels of real estate located at \_\_\_\_\_ in the City of Bridgeport, County of Fairfield and State of Connecticut as more particularly described in **Schedule A** attached hereto and made a part hereof (hereinafter the "Property"), to have and to hold together with all buildings and other improvements now or hereafter erected thereon, and all easements, appurtenances, rights-of-way and rights used in connection therewith or as a means of access thereto and all tenements and hereditaments thereof and thereto and all fixtures now or hereafter attached to the Property.

This Mortgage deed is given to secure Mortgagor's performance of the Mortgagor's obligations (including those set forth in **Exhibit** \_\_\_ ) pursuant to a certain [Land Disposition Agreement dated \_\_\_\_\_ ("Contract") between Mortgagor and Mortgagee. This Mortgage shall only become enforceable as and to the extent described herein and in the \_\_\_\_\_.

This Mortgage is subject and subordinate to the rights of an institutional lender given to Mortgagor in a maximum principal amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_ ) Dollars.

This conveyance and grant by Mortgagor to Mortgagee is WITH MORTGAGE COVENANTS.

Mortgagee will entertain partial releases from the amount secured by the Mortgage upon the Mortgagor's demonstration that it has made demonstrated financial investment in the Property securing this Mortgage to the Mortgagee's reasonable satisfaction as required by the Contract.

NOTE: All terms not otherwise defined herein shall have the definitions set forth in the Contract (defined below).

## ARTICLE I

### MORTGAGOR OBLIGATIONS

To protect the security of the Mortgage, Mortgagor further covenants, warrants and agrees with Mortgagee as follows:

1.1 **Required Insurance.** Mortgagor shall, at Mortgagor's sole cost and expense and at all times until the obligations secured hereunder shall be fully performed, maintain or shall cause to be maintained with respect to the Property the insurance coverages and amounts described below. Mortgagor shall procure or cause to be procured, shall present to the City at least once each calendar year, and shall maintain in effect through the term of this Mortgage without interruption, the required insurance from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating acceptable to the Mortgagee, as follows:

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 \$\_\_,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and 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 \$\_\_,000,000 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.

Property Damage insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or to permanent buildings, structures or improvements (including boiler and machinery equipment), including materials and equipment in transit and thereafter stored on-site or off-site. Coverage shall include standard builder's risk broad form coverage including repair and replacement including agreed amount clause covering 100% replacement value with no co-insurance requirement, including flood, collapse and earthquake. Waivers of subrogation will be provided for all interested parties named herein. Mortgagor, its contractors and subcontractors

will be responsible for insuring their respective equipment, tools and materials brought to the Property but which are not intended to become part of the temporary construction requirements or part of the permanent structures, buildings or improvements.

General requirements. All policies shall include the following provisions:

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

Certificates of Insurance – All policies will be evidenced by an original certificate of insurance on an ACORD 25S form authorized and executed with the original signature or official stamp of the insurer or a properly-authorized agent or representative thereof reflecting all coverage required and delivered to the Mortgagee prior to any entry onto the Property or the commencement of work or other activity.

Additional insured – Mortgagor will arrange with its insurance agent or broker to name the Mortgagee, its elected and appointed officials, department heads, employees and agents, on all policies of primary and excess insurance. Mortgagor shall submit to the Mortgagee upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Mortgage, evidence of the existence of the required insurance in the form required hereby. Such certificates shall specifically designate the Mortgagee in the following form and manner:

The City of Bridgeport, its elected and appointed officials, department heads, employees, agents, servants, successors and assigns, ATIMA, Attention: Purchasing Agent, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

1.2 **Maintenance.** Mortgagor shall not commit or permit any waste in or about the Property and shall use its best efforts to develop and maintain the Property in accordance with the Contract and in good condition and repair.

1.3 **Inspection.** Mortgagee, or its authorized representatives, is authorized to enter, at any reasonable time, upon or in any part of the Property for the purpose of inspecting the same or for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

## ARTICLE II

### DEFAULT

2.1 **Events of Default.** Any one or more of the following shall constitute an event of default ("Event of Default") under the Mortgage:

(a) Failure of Mortgagor to make or cause to be made the required level of investment in the Property set forth in Exhibit \_\_\_ no later than the dates required to do so during the term of this Mortgage after written notice and a 30-day period to cure such failure.

(b) Failure of the Mortgagor to comply or to cause compliance with the Contract after written notice and a 30-day period to cure such failure.

(c) Transfer of legal or equitable title to any portion of the Property, except to a construction lender as described herein during the term of this Mortgage, unless Mortgagor has completed all of its obligations under Exhibit \_\_\_ or unless Mortgagee consents in writing to a transfer of legal or equitable title to any portion of the Property.

(d) Failure to pay any imposition or insurance premium required by this Mortgage when the same shall come due, or failure to continuously maintain the insurance requirements described in this Mortgage.

(e) Failure to maintain the improvements on said Property in good repair and in accordance with the terms and conditions of this Mortgage and the Contract of Sale, after written notice and a 30-day period to cure such failure.

(f) Failure to comply, within the time specified in any judgment, court order, judicial notice, law, ordinance, or regulation, or, if no date for compliance is stated, no later than three (3) months after the issuance thereof, with any requirements set forth in such document issued by any governmental authority claiming jurisdiction over the Property. If Mortgagor notifies the Mortgagee of the issuance of such judgment, court order, judicial notice, law, ordinance, or regulation and the Mortgagor shall not have complied with its terms not later than three (3) months after Mortgagor's receipt of same, then Mortgagor shall not be in default under this Section 2.1(f) unless the Mortgagor fails to cure such default within one hundred twenty days (120) after the issuance of any such requirement or violation.

(g) Failure of the Mortgagor to comply with or perform any warranty, representation, covenant, or agreement contained herein or in the Contract after written notice and a 30-day period to cure such failure.

(h) Damage to any improvements or personal property on the Property in any manner which is not covered by insurance unless such damage is restored

within a reasonable period of time not to exceed six (6) months from the date of such damage.

(h) The institution or any bankruptcy, reorganization or insolvency proceedings against Mortgagor or the appointment of a receiver or a similar official with respect to any part of the Property and a failure to have such proceedings dismissed or such appointment vacated within a period of sixty (60) days.

(i) The institution of any voluntary bankruptcy, reorganization or insolvency proceedings by Mortgagor or the appointment of a receiver or a similar official with respect to any part of the Property.

(j) Transfer of title to the Premises or a transfer of a controlling interest in the Grantor to a non-profit, tax-exempt entity without the transferee having entered into a payment-in-lieu-of-taxes agreement with the Grantee.

## 2.2 **Mortgagee's Remedies Upon Default.**

Upon the occurrence of an Event of Default and failure of the Mortgagor to cure such default within thirty (30) days after notice, the Mortgagee shall be entitled to:

(a) foreclose this Mortgage;

(b) collect out of the Property the amount of any required investment that Mortgagor has failed to make in the Property as required by Exhibit \_\_\_ at the time such investment is required to be made;

(c) maintain its lien position and partake and enjoy all rights and privileges, in law or in equity, commensurate with its lien position;

(d) appoint and/or have appointed a receiver to collect the rents from the Property; and/or

(e) partake and enjoy all rights and privileges otherwise available in law or in equity, including but not limited to Mortgagee's right to collect reasonable attorneys' fees and costs.

2.3 **Non-Waiver.** Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law or equity, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity and may be exercised concurrently, independently or successively.

## ARTICLE III

### DESTRUCTION; EMINENT DOMAIN; FORECLOSURE

3.1 **Destruction or Damage to the Property.** In the event of partial or total damage to the Property or any of the improvements on the Property, Mortgagor shall promptly notify Mortgagee of such damage or destruction. If, by reason of any such damage or destruction, any sums are payable under any insurance policy required to be maintained under this Mortgage, such sums shall be paid at Mortgagee's option in the following manner: Mortgagee shall have the option to apply such proceeds to reduce the amount of any indebtedness secured hereby or prior in right hereto, or such proceeds may be disbursed to Mortgagor for the prompt repair, restoration or reconstruction of the improvements. If Mortgagee elects to give all or any portion of such insurance proceeds to Mortgagor, Mortgagor shall proceed with reasonable diligence to repair, restore or reconstruct the improvements or portion thereof so damaged at its sole cost and expense. The repair, restoration or reconstruction of the improvements under this Paragraph shall be substantially in accordance with the improvements existing as of the date of such damage or destruction.

3.2 **Eminent Domain.** In the event that the Property or any portion thereof is taken by any public authority pursuant to a condemnation proceeding or other taking, Mortgagee shall be entitled to the first \_\_\_\_\_ Dollars (\$\_\_\_\_\_) of such proceeds received from the public authority as compensation for such taking, then such portion of the proceeds to the Mortgagor in the amount expended by the Mortgagor in performance of its obligations under Exhibit \_\_\_ at the time of such condemnation or taking, then to the Mortgagee the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), less the amount of actual improvements made to the Property by the Mortgagor in performance of Mortgagor's obligations under Exhibit \_\_\_, then any balance shall be paid to the Mortgagor.

3.3 **Foreclosure by Mortgagee.** In the event that the Mortgagee shall commence a foreclosure action under this Mortgage because the Mortgagor has allegedly failed to meet its Investment Obligation under the Contract summarized in the table attached hereto as Exhibit \_\_\_, the proceeds of such action shall be distributed in the following manner: In the event there exists a first mortgage to which the Mortgagee has subordinated its interests, such superior mortgage shall be paid first from the established value of the Property up to a maximum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) before the remaining proceeds are distributed to the Mortgagee and the Mortgagor. which shall be distributed in the following manner: To the extent that Mortgagor has not met the Investment Obligation at the time of commencement of such action, Mortgagee shall be entitled to receive the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) less the amount of actual verified improvements made to the Property by the Mortgagor in performance of his obligations under Exhibit \_\_\_, with any remaining balance going to the Mortgagor.

## ARTICLE IV

### RECEIVER OF RENTS

4.1 **Subordination.** Subject to the terms of any subordination agreement, Mortgagor hereby assigns and transfers to Mortgagee as collateral security for its obligations under this Mortgage all the rents and revenues to the Property. Upon and during the continuance of an Event of Default, Mortgagor authorizes Mortgagee or Mortgagee's agents to collect the rents and revenues and hereby directs each tenant of the Property upon written notice from the Mortgagee, to pay, upon notice of default hereunder, the rents and revenues to Mortgagee or Mortgagee's agent. Upon and during the continuance of an Event of Default, upon Mortgagee's written request, Mortgagor shall deliver and assign to Mortgagee all leases and occupancy agreements for the Property and all security deposits made in connection with leases and occupancy agreements for the Property and Mortgagee shall have the right to collect said rents and security deposits and/or apply for the appointment of a receiver to collect the rents and security deposits, which shall serve as further security under this Mortgage.

## ARTICLE V

### LIQUIDATED DAMAGES

5.1 **Liquidated Damages.** For purposes of this Mortgage, the term "Liquidated Damages" means that total sum represented in Exhibit \_\_\_ of this Mortgage, and secured hereby, or so much thereof that is not invested in the Property by the date required under Exhibit \_\_\_. It is understood by the parties to constitute stipulated liquidated damages in the event of Mortgagor's failure to complete the required improvements to the Property no later than the time required for completion or Mortgagor's failure to comply with its obligations under the Contract. The parties represent, acknowledge and agree that the actual damages for failure to complete the requirements of Exhibit \_\_\_ would be uncertain, as well as difficult to ascertain or prove and mutually agree that the amount of liquidated damages bears a reasonable relationship to the presumable loss or injury to the Mortgagee and is not a penalty.

## ARTICLE VI

### MISCELLANEOUS



**6.1 Cooperation.** Mortgagor will execute and deliver to Mortgagee such further documents and statements as Mortgagee may require to perfect and protect the lien of this Mortgage on the Property described herein.

**6.2 Binding Effect.** Any reference herein to Mortgagee shall be deemed to include its heirs, successors and assigns. The covenants herein contained shall be binding upon Mortgagor, his/her/its heirs, descendants, successors and assigns. The covenants contained herein shall inure to the benefit of Mortgagee, its successors and assigns. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

**6.3 Notices.** Any notices, demands and requests required or permitted by the terms herein shall be deemed to be duly given three (3) days after its deposit with the United States Postal Service, postage prepaid, or one business day after its delivery to a nationally recognized courier service, courier charges prepaid, in each case addressed as follows:

If to the City:                      Office of Planning and Economic Development  
    999 Broad Street, 2<sup>nd</sup> Floor  
    Bridgeport, CT 06604

With copy to:                      Office of the City Attorney  
    999 Broad Street, 2<sup>nd</sup> Floor  
    Bridgeport, CT 06604

If to the Mortgagee:

With copy to:

**6.4 Captions.** The captions or headings at the beginning of each paragraph hereof are for convenience only and shall not be deemed part of the context of this Mortgage.

**6.5 Amendments.** This Mortgage may not be modified or amended except by a written amendment executed by both parties.

**6.6 Commercial Transaction.** THE MORTGAGOR ACKNOWLEDGES THAT THIS ENFORCEMENT MORTGAGE AND THE COVENANTS AND PAYMENTS SECURED HEREBY REPRESENT A COMMERCIAL TRANSACTION, AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVES THE RIGHT TO NOTICE AND A HEARING UNDER CHAPTER 903a OF THE

CONNECTICUT GENERAL STATUTES OR ANY SUCCESSOR STATUTE OF SIMILAR IMPORT, WITH RESPECT TO ANY PREJUDGMENT REMEDY AS DEFINED THEREIN, AND FURTHER WAIVES DILIGENCE, DEMAND, PRESENTMENT FOR PAYMENT, NOTICE OF NON-PAYMENT, PROTEST AND NOTICE OF PROTEST AND ALL RIGHTS UNDER ANY STATUTES OF LIMITATION.

**6.7 Costs of Collection or Enforcement.** The Mortgagor agrees to pay all reasonable expenses or costs, including reasonable attorney's fees and costs of collection, which may be incurred by the holder hereof in connection with the enforcement of any obligation hereunder or representation with respect to bankruptcy or insolvency proceedings.



Schedule A  
Property Description

**Property Description of Metes and Bounds is Approximate**  
(Developed Internally by OPED via reading of GIS parcel description)  
Must be verified by survey and title search by commissioned by Developer

*The three parcel(s) of land, taken together as one site, with the improvements thereon, situated in the city of Bridgeport, county of Fairfield, and state of Connecticut, and bounded and described as follows:*

NORTHERLY: On Congress Street, 254.25 feet, more or less;  
EASTERLY: On Main Street, 161.49 feet, more or less;  
SOUTHERLY: On Chapel Street, 257.5 feet, more or less;  
WESTERLY: On land now or formerly of GJS Properties, LLC, 126.4 feet, more or less;

Exhibit \_\_\_\_  
CALCULATION TABLE OF REQUIRED INVESTMENT  
(LIQUIDATED DAMAGES)

Within eighteen (18) months after the conveyance of the Property to Mortgagor, the Mortgagor shall have invested, and demonstrated to the Mortgagee such investment with all reasonable backup documentation required by the Mortgagee, the amount shown to the right, subject to the right to notice and the right to cure within the period set forth in the Mortgage.

\$

From and after the expiration of the 18-month period and the expiration of any cure period permitted by the Mortgage, the Mortgagor shall pay the amount shown at the right to the Mortgagee as liquidated damages upon demand.

\$17,500,000.00, less the amount of actual improvements made to the Property recognized by the Mortgagor

**EXHIBIT 4**

**RFP ISSUED AUGUST 6, 2018  
AND  
DEVELOPER'S PROPOSAL**

**REQUEST FOR PROPOSALS**

**MIXED-USE DEVELOPMENT – NEW CONSTRUCTION  
MAIN STREET AND CONGRESS STREET  
DOWNTOWN BRIDGEPORT**

**35,000 SF Parcel - West Side of Main Street**

**Responses Due: 2pm Friday, September 7th, 2018**

**CITY OF BRIDGEPORT  
OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT  
MARGARET E. MORTON GOVERNMENT CENTER  
SECOND FLOOR  
999 BROAD STREET  
BRIDGEPORT, CT 06604  
(203) 576-7221**

### **1)Location and Description of the Site**

This approximately 35,000 square-foot site (8/10ths of an acre) consists of three vacant, paved, contiguous City-owned parcels (with addresses at 1269 Main, 191 & 199 Congress) that are currently used as a municipal police parking lot (which the City will relocate as may be required). The site is bordered by Main Street to the east, Congress Street to the north, a privately-owned surface parking lot to the west, and Chapel Street to the south. See attached **Exhibits A-D** for an aerial view of the site.

### **2)Development Context**

The site is within a few blocks of the Bridgeport Transportation Center, which provides inter-city and regional bus service, Metro North and Amtrak interstate train service, as well as interstate ferry service to Long Island. It is within a few blocks of several exits serving downtown from Route 8 and I-95. It is bordered by significant government properties and facilities, including the historic Bridgeport Post Office, the Bridgeport Police Department Headquarters, the Bridgeport Fire Department Headquarters, and two State of Connecticut courthouses. The area is seeing considerable private investment. One block to the south, the Alembic Development Group of New York is in the process of renovating the "Jayson & Newfield Buildings" at a cost of \$25 million to provide 107 new apartments and ground level retail with occupancy beginning in April of 2019. Three blocks to the south along Main Street, Norwalk-based Spinnaker Real Estate Partners recently completed the \$11 million renovation of "The HSW Buildings" providing another 70 new apartments and associated retail. Immediately to the north of the site, Exact Capital of New York City is undertaking predevelopment work on a \$55 million proposal to convert the historic Loews-Poli and Majestic Theater buildings into a boutique hotel with complementary retail space and a performance venue.

### **3)Land Disposition Agreement (LDA)**

The City will require the selected proposer to enter into a Land Disposition Agreement ("LDA") substantially in the form attached as **Exhibit E**.

### **4)Construction Start**

The City expects to conclude its selection process and to execute the LDA by December of 2018. The City expects the selected developer to secure zoning approval, financing, and building permits to begin construction in 2019.

### **5)Financial Requirements**

The City will require the payment of fair market value for the site, as determined by appraisal. The City seeks development proposals funded by private capital and that will not be dependent upon the expenditure of public capital for the development itself. (However, the City recognizes that public funding may be required with respect to environmental clean-up costs associated with any pre-existing environmental conditions on the site). The City seeks proposals that present a sound business operating plan, one that is sufficiently capitalized, managed by an experienced team, and based on an accurate understanding of the market opportunity and of the market-capture needed to sustain the business model.



#### **6)Development Objectives**

The City seeks mixed-use development proposals that will create market rate housing on the upper floors and that will provide complementary retail on the ground level. The City is not requiring on-site parking but will consider proposals that include parking.

#### **7)Design Objectives**

The City seeks proposals that will use high quality, high-finish materials on all facades, that will present highly transparent, active street-level uses, and that will offer highly articulated, dynamic architecture befitting an urban center at a density appropriate to downtown and at a scale in keeping with the surrounding buildings and deferential to the historic theaters. In addition to being subject to the design controls and site development standards established by the Bridgeport Zoning Code, the design of proposed improvements will also be subject contractually (via the LDA) to the review and approval of the City's Office and Planning and Economic Development.

#### **8)City Support**

The City shall sponsor and advocate for the project described in the selected proposal throughout the regulatory approval process.

#### **9)Touring the Site**

The City will conduct tours of the site by appointment. Please request an appointment via e-mail at [max.perez@bridgeportct.gov](mailto:max.perez@bridgeportct.gov) or call Max Perez at 203-727-2707.

#### **10)Proposal Requirements**

A proposal should contain the following items and information:

- 1) Proposer's contact information
- 2) Links to proposer's web-site and information on projects in its portfolio
- 3) Three (3) banking or financial contacts to speak to proposer's financial strength
- 4) Three (3) professional contacts to speak to proposer's experience
- 5) Proposal for use or uses of the site(s) to be developed
- 6) Conceptual proposal showing a preliminary site plan, floor plans, and renderings
- 7) Proposed schedule for permitting, construction start, and project completion
- 8) Capital budget, detailing the sources of funding
- 9) Operational business model, showing financial projections
- 10) Marketing data showing viability
- 11) Management and ownership model post-completion

### **11) Submittal Instructions**

Please submit seven (7) clearly-marked hard copies of the proposal by 2 pm, Friday, September 7, 2018 to:

*Office of Planning and Development  
2<sup>nd</sup> floor, 999 Broad Street  
Bridgeport, CT 06604*

### **12) Selection Criteria**

The City shall use the following criteria to evaluate the proposer and its proposed project:

- 1) **Financial Strength**- Proof of availability of funding – 25%
- 2) **Track Record** – Evidence of having completed similar projects- 25%
- 3) **Approach** – Quality of design and soundness of economic concept – 25%
- 4) **Readiness to Proceed and Complete** - 25%

### **13) Selection Committee**

The City's administrative selection committee shall consist of approximately three (3) members of the Office of Planning & Economic Development, a representative of the Mayor's Office, and a representative of the Small and Minority Business Enterprise Office.

### **14) Selection Time -Frame**

The City envisions that the selection process and City Council review process will follow the schedule below, which is approximate and may be altered at the City's sole discretion:

Friday, Sept 7<sup>th</sup> – Proposals due (administrative review begins)  
Wednesday, Sept 12<sup>th</sup> - Selection Committee conducts interviews  
Wednesday, Sept 26<sup>th</sup> – Selection Committee finalizes its selection  
Monday October 1<sup>st</sup> - LDA submitted to City Council for its review

### **15) City Reservation of Rights; Limitations of Liability; Confidentiality of Proposals**

The City reserves the right to reject any and all proposals for any reason or for no reason. The City may select one proposer, more than one proposer, or may reject all proposers. The City reserves the right to withdraw this RFP and to decline to re-advertise this development opportunity. Proposers pursue this RFP opportunity at their sole risk expense and are not entitled to make any claim against the City for costs associated with their pursuit of this RFP. Any selection(s) made pursuant to this RFP will not in and of itself confer any development rights upon the selected proposer(s). Any information submitted to the City becomes the property of the City. Financial information or other information identified as confidential or trade secret information submitted by a proposer will be treated as confidential to the extent that the Connecticut Freedom of Information Act recognizes such information as confidential. Any selection(s) made, and the resulting LDA, will be subject to the approval of the Bridgeport City Council.

Exhibit A – Shows Aerial of the Site at the SW Corner of Main and Congress

EXHIBIT A :



Exhibit B – Lot Labeled as “191 Congress St”

Shows Main Street in foreground. Shows Theaters to the right across Congress Street.



EXHIBIT C :



EXHIBIT D :



**EXHIBIT D :**





**CONGRESS PLAZA COMMONS RESIDENTIAL  
MAIN & CONGRESS STREET  
BRIDGEPORT, CT**

 **GUEDES ASSOCIATES, INC.**

Architects & Project Managers  
1425 Noble Avenue, Bpt., CT. 06610  
Tel. 203-367-5180 Fax. 203-384-0677

  
**PRIMROSE**  
C O M P A N I E S

## PROJECT PROPOSAL

The Development Team proposes to construct a five story mixed use development consisting of 5 Retail Shops, a Parking Garage with seventy eight parking spaces and 92 apartments of which 40 are to be one bedroom and 52 are to be two bedroom. The development is to be conventionally financed without subsidized requirements. all apartments are to be market rate. The projected project development time line will consist of 6 months for site assessment investigation, all required municipal approvals and closing on the financing package. An additional 6 months for the preparation of the construction documents and building permit process. Construction would start within 10 to 12 months of the execution of the LDA. Anticipated completion shall be within 30 months of execution of the LDA.



CONGRESS  
MAIN A  
BRI

 GUEDES AS  
Designers - Architects  
1425 Noble Ave  
Tel 202-987-51



# DEVELOPMENT TEAM

## RESUME'

JOHN N. GUEDES  
207 Huntington Street  
Shelton, Conn. 06484  
203-367-5180  
[johnguesdes@sbcGlobal.net](mailto:johnguesdes@sbcGlobal.net)

## PROFILE:

- . Thirty one years' experience in design, development and construction of commercial, industrial and residential projects.
- . Founder and CEO, President, General Manager and officer of various companies and partnerships specializing in design, development and construction.
- . An organized, detail-oriented visionary, able to strategize and prioritize effectively to accomplish multiple tasks, stay calm under pressure and provide guidance to others.
- . A highly experienced and talented CEO and Chief of Staff with skills in listening to staff members, talented communicator, able to assess client needs and convey necessary information and guidance with clarity and enthusiasm.
- . Computer skills include: Architectural Auto Cad, MS Word, Excel, and Internet.

## BUSINESS ACCOMPLISHMENTS:

- . 1978 - Founded Primrose Construction Co, Inc. it is incorporated in 1984.  
Primrose Construction Company is a Connecticut General Contractor and Project Manager. It is licensed by the State of Connecticut as a Major Contractor.
- . 1987 - Founded the Architectural firm of Guedes-Khan, Inc. w/ Shaharyar Khan, Architect. Guedes-Khan, Inc. is licensed by the State of Connecticut in the corporate practice of architecture.
- . 1990 - Founded Primrose Companies, Inc.  
Primrose Companies, Inc. is a Connecticut Licensed company specializing in design-build projects.
- . 1992- Founded Primrose Development, LLC.  
Primrose Development, LLC. Is a State of Connecticut registered company specializing in real estate development.
- . 2009 - Founded the Architectural firm of Guedes Associates, Inc. w/ Adriano K. Guedes, Architect.

## GUEDES RESUME'

Page 2

Associated real estate development partnerships:

Broadbridge Hill Development, LLC.

Iron Gate Development, LLC.

Cranberry Hill Development, LLC.

Bridgeport Cornerstone, LLC.

Viade Development, LLC.

Housatonic Valley Realty, LLC.

Eljon Realty, LLC.

### PROFESSIONAL ACCOMPLISHMENTS:

- . In 31 years in business have designed, built, design-built and developed 100's of residential, commercial, medical, institutional and industrial projects.
- . As President and CEO of Primrose Construction Company, have brought the company from a two person operation, in 1978, to a current staff of four administrative personal, six project managers and eight others. The staff includes 12 family members with diverse expertise and qualifications in Architecture, brown fields mitigation, administration and construction management. Primrose Construction Company provides diverse services through our staff.
- . In the early 1990's built on a turnkey basis, 100 affordable housing units, on scattered sites, for the Bridgeport Housing Authority.
- . Developed and designed the Shelton Downtown River Front Master Plan of Development. A 14 site, 250 million dollar, ten phase development. 1st phase the 25 million dollar, 1003 unit residential condominium mill building conversion, was completed in 2007.
- . Negotiated and built or design-built significant projects such as the Paine Weber Connecticut corporate offices, in Westport, Conn., the K through 8<sup>TH</sup> grade New Beginnings Family Academy in Bridgeport, Conn., the Larson-Bannow Community and Teen Center in Easton, Conn. And the multi-million dollar Sutton mixed use complex on Greenwich Ave, in Greenwich Conn.
- . Implemented adoptive re-use of many obsolete factory buildings, converting them into affordable and market rate housing, such as the twenty five million dollar, 103 unit Birmingham on the River Condominiums, in Shelton, Conn.. The 63 unit Federal Arms and the 65 unit Columbia Towers projects, both in Bridgeport, Conn., and many others.

## GUEDES RESUME'

Page 3

### Current and Future Goals:

- . Have acquired a number of buildings and properties for commercial development and conversions into housing units.
- . In Bridgeport, Conn., have acquired two City schools for conversion into affordable housing.
- . In the City of Derby have developed and designed the City of Derby Downtown Redevelopment Master Plan. It proposes \$200,000,000.00 multi-phase, mixed used development. The plan has been submitted to the Derby Redevelopment Agency. It is now waiting approvals.
- . In Downtown Shelton, Conn. Continue with other phases of The Shelton River Front Development.
- . My goal is to provide a quality and affordable product to the public and our clients.

### WORK HISTORY:

- . 1978 to present, President and CEO of Primrose Companies, Inc. and Primrose Construction Co., Inc.
- . 1984 to present, Vice Present, Managing Director or Manager of various associated companies.
- . 1973-1978, Architectural Draftsman, in 1976 promoted to head of the design department for the Design-Build Firm of Tepper Incorporated.
- . 1972-1973, Architectural Draftsman and Clerk of the works for Norwalk Hospital engineering department.

### EDUCATION:

Harding High School, Industrial Arts graduate, 1971  
Norwalk State Technical College, Architectural Certificate, 1972.

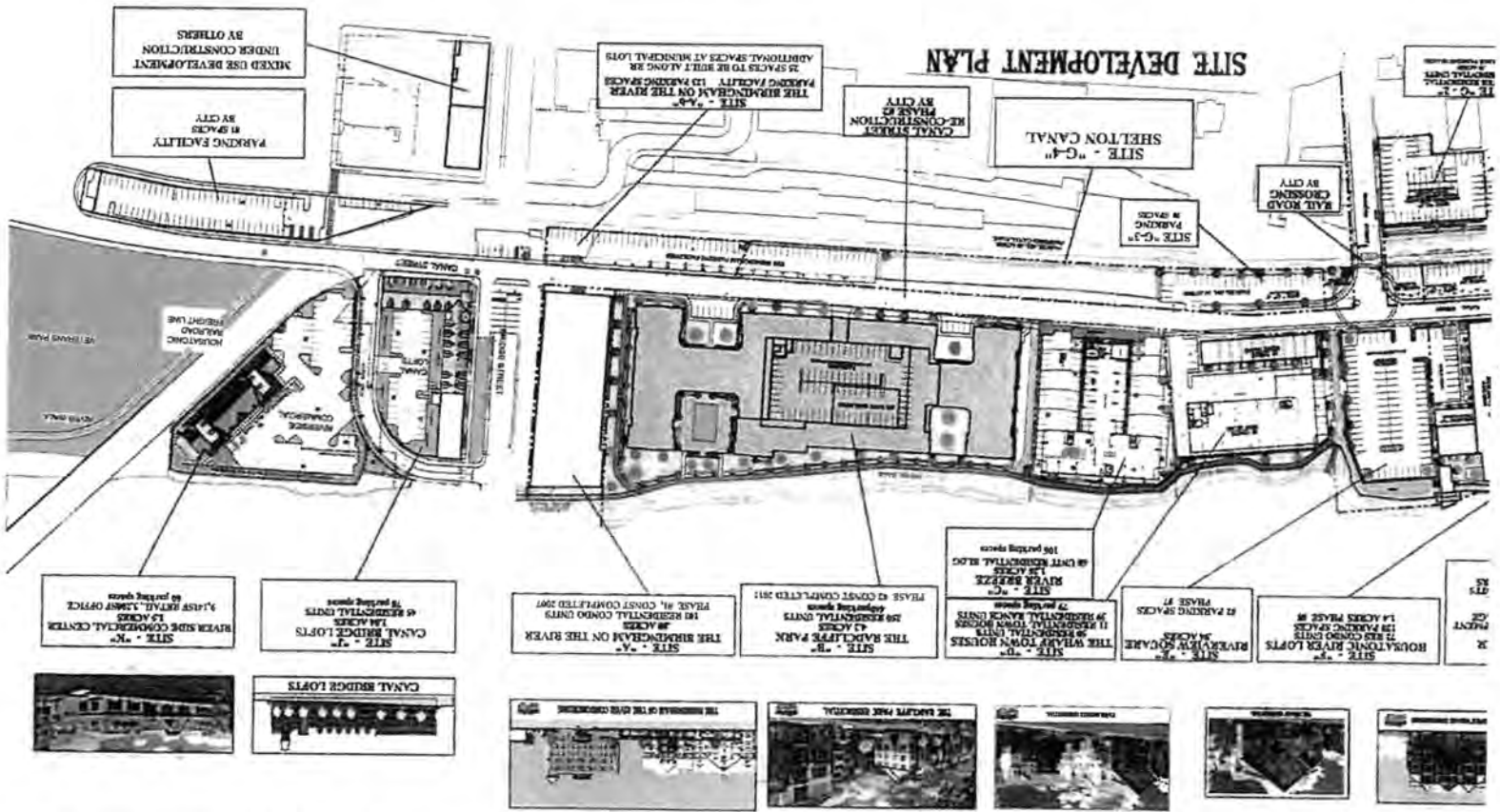


Contractors • Developers • Builders

**MAJOR CONTRACTS**

<b>PROJECT</b>	<b>OWNER</b>	<b>Architect</b>	<b>Completed</b>	<b>Value of Contract</b>
1) <b>Canal Bridge Lofts</b> 48 Residential Apartments 6 Bridge Street - Shelton CT.	Canal Bridge Lofts LLC	Guedes-Associates LLC	On-going	\$8,000,000.00
2) <b>Riverside Retail Center</b> 15,000 sq.ft. Office and Retail Center 31 Canal St. – Shelton, CT	Riverside Retail LLC	Guedes-Associates, LLC	On Going	\$3,000,000.00
3) <b>Cross Roads Retail Center</b> 8 Unit Retail Shopping Center 462-470 Main Street Monroe	Mr. John Chaves- 464 Main Street LLC	Guedes-Associates, LLC	On Going	\$2,800,000.00
4) <b>Saint Paul's Apartments</b> 412 Summerfield Avenue 40 Residential Units&Offices & Noble Housing Units 1525 Noble Avenue Bridgeport, CT 16 Residential Units and Office	Saint Paul's LLC New Haven CT	Guedes-Assoc. LLC	09/2017	\$8,720,000.00
5) <b>Elias Howe Elderly</b> 287 Clinton Ave - Bridgeport 47 Units - Housing - Historic School Bldg. Conversion	Mutual Housing-New Haven	Guedes Assoc. LLC	2015	\$3,500,000.00
6) <b>Sutton Professional Center</b> 49&53 Greenwich Ave. Greenwich CT	Greenwich Ave Assoc. Mr. Guy Sutton	Guedes-Assoc. LLC	2012	\$6,000,000.00
7) <b>Birmingham On The River</b> Factory to Residential Conversion Condominiums and Indoor Parking Garage Canal and Bridge Street – Shelton, CT.	Birmingham Group LLC	Guedes-Khan Inc.	2010	\$18,000,000.00
8) <b>Columbia Towers</b> Condominium Complex 50 Ridgefield Avenue Bridgeport, Ct	Columbia Towers LLC	Guedes-Khan INC	2010	\$6,200,000.00

# SITE DEVELOPMENT PLAN



NOT INCLUDED IN ADOPTED  
 MASTER PLAN OF DEVELOPMENT  
 CANAL BRIDGE LOFTS & RIVERSIDE COMMERCIAL

PRIMROSE  
 COMPANIES  
 BY: JOHN N. GUEDES

GUIDES ASSOCIATES, INC.  
 DESIGN, ARCHITECTURE & PROJECT MANAGEMENT  
 1000 N. MAIN STREET, SUITE 200, BRIDGEVILLE, PA 15005  
 TEL: 724-837-0100 FAX: 724-837-0851

REVISIONS - 12-12-17



SHELTON RIVER FRONT DEVELOPMENT



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Contractors • Developers • Builders

### Contractor's Information and Link to Web-site

Primrose Companies, Inc. is a **Certified Minority Business**, founded 1978 and located in Bridgeport Connecticut. We are accomplished in all facets Commercial, Retail and Multi- Residential development and construction. Primrose has dedicated over thirty years in the construction industry to projects that enhance local communities throughout the state of Connecticut. These projects include on going contracts with various municipalities and housing agencies.

Our resume includes complete residential developments for The City of Bridgeport Housing Authority, Residential upgrades and handicap accommodations throughout Bridgeport for the Agency on Aging and multiple Renovation and Rehabilitation contracts for The City of New Haven, Mutual Housing Association and Neighborhood Works.

Primrose's mission is to fulfill all of your Design and Development needs, within the lowest possible budget and quickest possible time frame.

Primrose Companies is a licensed Contractor founded in Bridgeport, CT in 1978 and incorporated in 1990. We believe our decades of experience in Design, Development and Construction projects, throughout Fairfield and New Haven Counties, make us the contractor of choice for all phases of your project.

1425 Noble Avenue  
Bridgeport, Connecticut 06610 USA  
Telephone: 203-367-5180 • Fax: 203-367-4961 • [www.primrosecompanies.com](http://www.primrosecompanies.com)

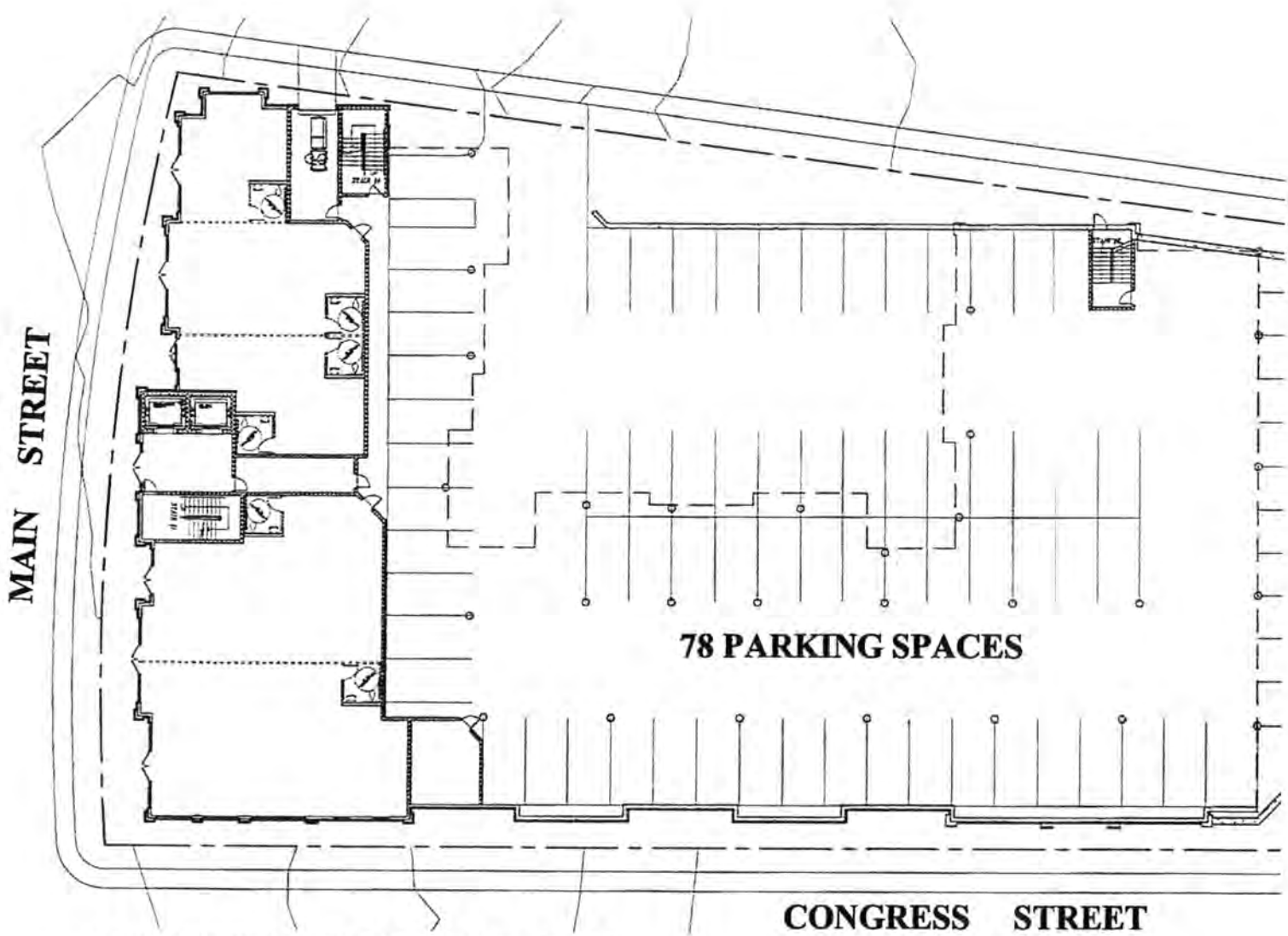
The company's founder, John Guedes, has accumulated over thirty years in the Building and Design Industry. Our Qualified Staff members include; five highly skilled field managers, each with over 10 years of experience, a State of Connecticut licensed-LEED Certified Architect and MBA credentialed Finance and Business Manager.

Our experience and reputation have afforded us on going contracts with organizations such as The City of Bridgeport, South Central and South Western Agency on Aging, State of Connecticut Center for Disability Rights, City of New Haven Mutual Housing and Neighborhood Works programs, just to name a few of our municipal and non for profit clientele. Attached is a sample of these projects for your review. Also please visit our Web Site at:

[WWW.PRIMROSECOMPANIES.COM](http://WWW.PRIMROSECOMPANIES.COM)



# PROJECT PROPOSAL

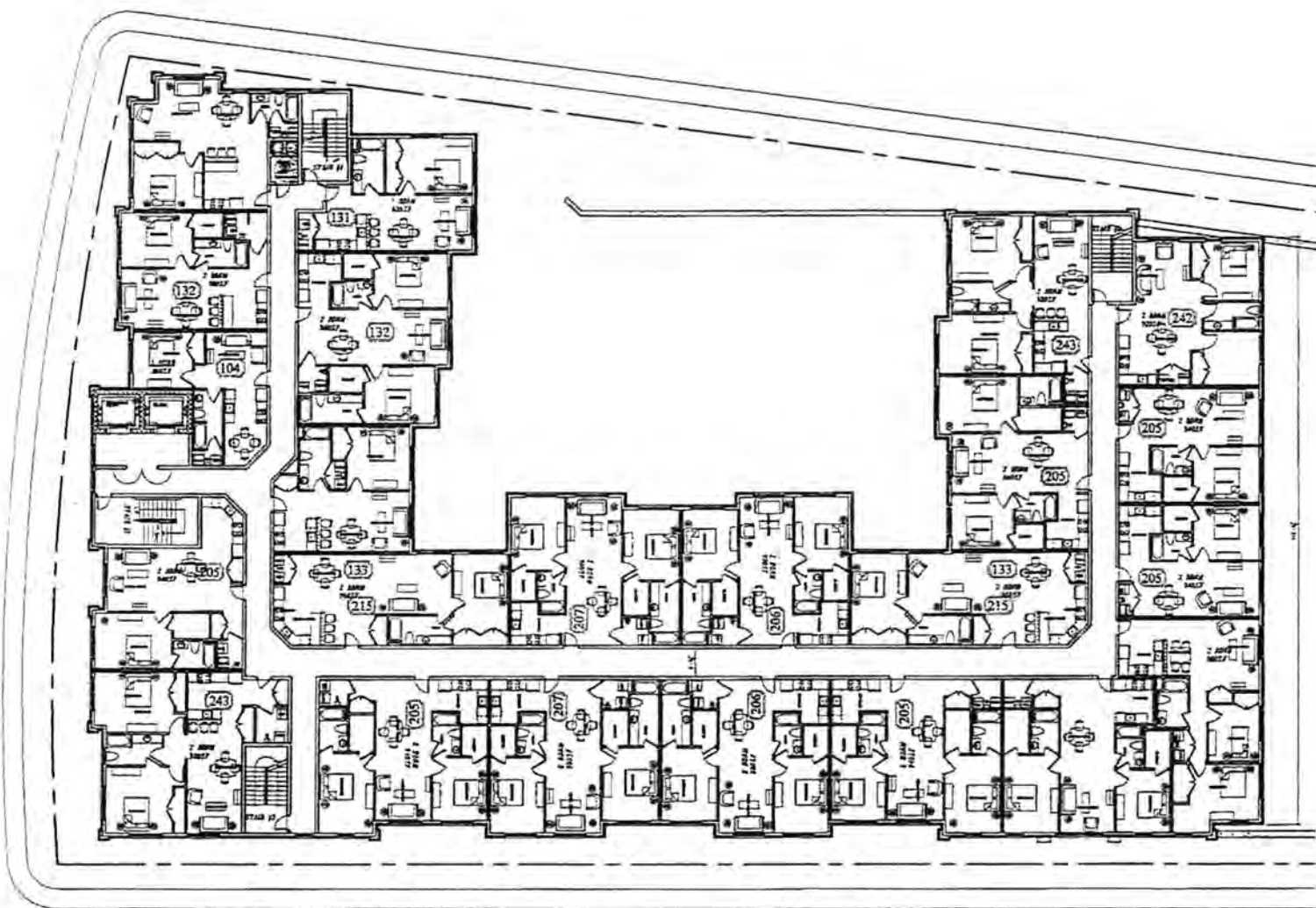


**MAIN LEVEL & GARAGE PLAN**

**SCALE - 3/32" = 1'-0"**

**NUMBER OF APARTMENTS - 92, PLUS 5 RETAIL SHOPS**

**GARAGE PARKING - 78 SPACES**



**2ND, 3RD, 4TH & 5TH FLOOR PLAN**

SCALE - 3/32" = 1'-0"

**NUMBER OF UNITS - 92 res + 5 com + 97**

NUMBER OF APART PER FLOOR	- 23 - 4 FLOORS
ONE BDRM APARTMENTS	- 10 - 4 FLOORS
TWO BDRM APARTMENTS	- 13 - 4 FLOORS
RETAIL SHOPS ON 1ST FL	- 5
BLDG FL AREA RESIDENTIAL	- 25,000 x 4 FL = 100
RETAIL SHOPS AREA	- 7,500 SF
PARKING GARAGE AREA	- 21,200 SF



**MAIN STREET ELEVATION PLAN**  
SCALE - 3/32" = 1'-0"



**CONGRESS STREET ELEVATION PLAN**  
SCALE - 3/32" = 1'-0"



**SOUTH ELEVATION PLAN**  
**SCALE - 3/32" = 1'-0"**