

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, APRIL 15, 2019

7:00 p.m.

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

ADDED:

COMMUNICATION TO BE REFERRED TO COMMITTEE:

70-18

Communication from Housing and Community Development re: Program Year 45 Annual Action Plan: Community Development Block Grant Program (CDBG), Homeless Emergency Solutions Grant Program (HESG), HOME Investment Partnership Program and Housing Opportunities for Persons with AIDS Program (HOPWA), referred to Economic and Community Development and Environment Committee.

AGENDA

CITY COUNCIL MEETING

MONDAY, APRIL 15, 2019

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 18, 2019

ITEM FOR IMMEDIATE CONSIDERATION:

- 69-18** Communication from City Attorney re: Proposed Resolution and Temporary Construction Easement for the Installation of a Stormwater Diversion and Detention System at Beardsley Elementary School, **FOR IMMEDIATE CONSIDERATION.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 65-18** Communication from WPCA re: Proposed Water Pollution Control Authority Budget for Fiscal Year 2019-2020, **ACCEPTED AND MADE PART OF THE RECORD.**
- 66-18** Communication from Fire Department re: Proposed Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Robert Whitbread having or soon to attain the age of sixty-five years or more to remain employed by the City for another year, referred to Contracts Committee.
- 67-18** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Enrique Burgos, et al, **ACCEPTED AND MADE PART OF THE RECORD.**
- 68-18** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Edward Jones, Jr., **ACCEPTED AND MADE PART OF THE RECORD.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *46-18** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Transportation (FY18-FY23) Speed and Aggressive Driving Enforcement (#19323-#23323), Click It or Ticket Enforcement (#19326-#23326) and Distracted Driving – High Visibility Enforcement (#19327-#23327).

MATTERS TO BE ACTED UPON (CONSENT CALENDAR) CONTINUED:

- *55-18** Public Safety and Transportation Committee Report re: 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).
- *52-18** Budget and Appropriations Committee Report re: Approval of the De-Authorization of Projects Previously Approved for Bonding Authority.

MATTER TO BE ACTED UPON:

- 17-18** Public Safety and Transportation Committee Report re: Resolution requesting a Clean Slate Hiring Policy for the City of Bridgeport for referral to Civil Service Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 15, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Dasha Spell 284 Beechwood Avenue Bridgeport, CT 06604	CSMA/BOE and Community.
Johnny Ray Moore Greater Bpt. NAACP 75 Baldwin Street, 3 rd Fl. Bridgeport, CT 06607	Greater Bridgeport NAACP hosting a Connecticut Real Estate Foreclosure Forum.
Jean Brown 397 Charles Street Bridgeport, CT 06606	The Announcement of New "Healthy Woman's Collective".
Jacquelyn Cauthen Becoming D.I.V.A.S. 397 Charles Street Bridgeport, CT 06606	Report on "Advancing the Empowerment of Teen Girls to become Future Leaders".
Maria Pereira Board of Education 45 Lyon Terrace Bridgeport, CT 06604	Bassick High School.
Gloria Barksdale Project Mother Inc. 2612 North Avenue, #B12 Bridgeport, CT 06604	Summer Bootcamps for City of Bridgeport Students & Adults.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, APRIL 15, 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 6:42 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: Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy
136th District: Alfredo Castillo, Maria Zambrano-Viggiano
137th District: Aidee Nieves, Maria Valle
138th District: Nessah Smith
139th District: Ernie Newton, Eneida Martinez

RECEIVED
CITY CLERK'S OFFICE
19 APR 25 PM 3:01
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, APRIL 15, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Dasha Spell

284 Beechwood Avenue
Bridgeport, CT 06604

CSMA/BOE and Community.

Ms. Dasha Spell came forward and said that last week she had spoke about the frustration she had about education. She said that she was constantly hearing that there is no money. This week she heard that the Public Safety meeting was scheduled. She said that she had not heard any kind of solution for the school's needs. She said that she was a home owner and a parent, so she is invested in her community. She had grown up in Bridgeport and remembers what it used to be like. Now Ms. Spell is tired of hearing the same thing over and over again. She spoke about

using some part of Marina Village as a community substation. The city needs to support this effort. There will be a meeting tomorrow morning at 9 a.m. She said that she was tired of hearing excuses.

Council President Nieves reminded everyone that each speaker is given five minutes to address the Council. Due to past abuses, if a speaker ignores the request to stop, the microphones will be turned off.

Johnny Ray Moore
75 Baldwin Street, 3rd Fl.
Greater Bpt. NAACP
Bridgeport, CT 06607

Greater Bridgeport NAACP hosting
a Connecticut Real Estate Foreclosure
Forum.

Mr. Moore came forward to speak about the Greater Bridgeport NAACP. He said that there was an upcoming forum on April 27th. He said that he was aware that the Council Members have constituents who are facing foreclosure, are in danger of losing their homes, or may have had their civil rights violated during the foreclosure process.

Mr. Moore spoke about the fact that Connecticut allows for out of state to come in to foreclose on properties without a title or legal ownership. He said that he wanted to bring this questionable statute into the light. He said that Connecticut was one of the state's with the highest foreclosures. While other states like California and Nevada have seen increases in property values, the State of Connecticut has seen a decrease in property values. He believes that this is because the State allows outside entities to come and take properties without showing legal ownership.

Jean Brown
397 Charles Street
Bridgeport, CT 06606

The Announcement of New "Healthy
Woman's Collective".

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

Jacquelyn Cauthen
397 Charles Street
Becoming D.I.V.A.S.
Bridgeport, CT 06606

Report on "Advancing the Empowerment
of Teen Girls to become Future Leaders".

Ms. Cauthen said that she was happy to give everyone a final accounting of her event of Advancing the Empowerment of Girls to Become Future Leaders. They had 126 girls who came from all over including Philadelphia, New Jersey, New York and various other locations. There were about 20 Bridgeport girls who attended. They need to do a better job of letting the Bridgeport girls hear about the event. She gave a brief overview of the various things that they were able to give to the attendees.

Ms. Cauthen asked if there was a written protocol for requesting Council funding.

Maria Pereira
Board of Education
45 Lyon Terrace
Bridgeport, CT 06604

Bassick High School.

Ms. Maria Pereira then said that she was here with Justin Parks, who is the grandson of the man who donated the 8 acres of land for Bassick High School.

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

Bridgeport Board of Education

My name is Justin Parks. I grew up in Connecticut and I am the great grandson of Edmund Chase Bassick for whom Bassick High School is named.

I was born in the Bridgeport Hospital and grew up in Fairfield.

In 1968, I joined the Army. I attended infantry officers candidate school to become a U. S. Army officer. In 1970, I was sent to Vietnam and returned with a Purple Heart for wounds received in action and a Bronze Star for valor. After finishing college and a Columbia university MBA, I retired a few years ago from a career as a marketing executive.

I am here today for two reasons.

Just so you know I spoke last week at a Board of Education meeting to request an apology to the Bassick family for a public comment made by a Board of Education member accusing my family of being involved in the slave trade.

That's ridiculous and unless there is factual evidence the Bassick family had anything to do with the slave trade, a public apology is due.

The Bassick High School

We are all aware that the Bassick High School needs rehabilitation. The question is whether or not the school should be torn down and rebuilt or just the magnificent front section of the school should be saved. The school is an architectural masterpiece.

Given that the future use of the school may involve training for various traits, it would seem that the superb architecture and interior workmanship would be a wonderful lesson for future builders.

From Charles Brilvitch, a former Bridgeport historian, "Bassick High School is a building that deserves to be preserved. It is a masterwork of neoclassic architecture from an era that many consider the pinnacle of American design prowess, building craftsmanship, and material availability and it is without doubt eligible for inclusion in

the state and national Register of Historic Places, a status that makes restoration not only eligible for special grants funding but also the Connecticut historic tax credit.

Bassick High School dates from the Beaux Arts period with the great pillared portico at the center of the building echoing the forms of the Arch of Constantine in Rome, trimmed and in the choicest Indiana limestone, and entry way designed to instill within the student or visitor a sense of the importance of the learning that goes within.

Bridgeport in the 1920s was one of the most progressive of our government and well-to-do cities in America. Its industry was cutting-edge and it had a cadre of world class industrialists determined to show the world what a manufacturing utopia could look like. This civic leadership did not live in gated enclaves far removed from the businesses they commanded-witness the opulent mansions of Clinton Avenue, cheek-by-jowl with the three-family houses of the workers the owners employed.

Such a man was Edgar Webb Bassick (1872-1948). Bassick was the Chairman of Peoples Savings Bank. He also had the unbending desire to make his dream a reality: a memorial to his father in the form of a beautiful, state-of-the-arts school of higher learning on the site of his family's historic Fairfield Avenue estate.

Going further back in time his father, Edmund Chase Bassick led a life worth commemorating and most worthy of imparting life lessons to young people. Born into poverty on the coast of Maine, Bassick shipped out on a commercial sailboat when barely into his teens. Traveling around the world, he found himself in far-away Australia at the age of 16. By a stroke of luck the teenager discovered the very first gold on that continent, and is single-handedly credited with starting the Australian gold Rush of 1851.

Twenty years later having lost his fortune to robbers and back in America, he had a wife and young daughter (my grandmother) and was working in a gold mine in Colorado. One day some familiar-looking rocks caught his eye. Those rocks were assayed and were very rich in gold. Bassick quickly brought up the mining claim, and in no time owned the most important goal of mine ever discovered in America.

With his first rush of income it was noted that he bought himself 20 tins of sardines, and sat eating them with his penknife just outside the general store. Soon, however, Bassick opened a large general store, where goods were given away at half their wholesale cost to the entire district. The man who had known so much misfortune was determined to share his sudden wealth with others.

Eventually, Bassick returned east and set his sights on Bridgeport, Connecticut, fairest-of-the-fair in all of New England. Bassick purchased P. T. Barnum's former home, "Lindencroft", on what was then "Millionaires Row" on Fairfield Avenue. Renaming it "Miners Rest," he added greenhouses and stables. And, always mindful of his origins, he built a development of model workers cottages along Bassick Avenue and named it Bassickville.

Bassick died in 1898. By the time his wife died in the 1920s, his son believed a great school would honor his father's name and would continue the Bassick family tradition of helping those who help themselves. He selected Bridgeport architect Ernest G. Southey. Working together, the two men created a beautiful school of higher learning.

In recent years Bridgeport has embarked on a program to revamp its educational infrastructure, to demolish its old school buildings and replace them with modern structures at tremendous expenditure of public funds. The reasoning often stated is that retrofitting old structures is problematic for architects and contractors, and that it is much more efficient to start with a clean slate and to build from the ground up. The inference is that the cities habitually low test scores are the fault of the buildings themselves; that it is next to impossible for students to learn in "antiquated facilities". That's ridiculous.

Bassick High School is a beautiful structure, in sound condition, made of materials that are your replaceable or prohibitively expensive in our day and age. The school has witnessed the coming-of-age of generations of Bridgeporters and has acquired a patina and a tradition that cannot be reproduced at any cost. It is a landmark that Bridgeport should be most honored to possess. Its demolition is unthinkable.

Please try to save as much as possible of this magnificent and historic building. Working with the current, but updated building, would be best. New is not always better. My being here this evening is not part of a Bassick family ego trip. Rather it's a request to save a building as part of Bridgeport's rich history.

By the way, I have a professional background in the entertainment industry and am actively working on creating a production that would chronicle my great grandfather's amazing life and, separately reopening the actual Bassick Gold Mine as it never even approached its full production capacity wish me luck... Thank you.

Gloria Barksdale

2612 North Avenue, #B12
Project Mother Inc.
Bridgeport, CT 06604

Summer Bootcamps for City of
Bridgeport Students & Adults.

Ms. Barksdale then spoke about her upcoming Summer Bootcamps, one of which will be held in Fairfield from June 24 thru 28. She said that most students in other countries go to school year round and this helps retain material. She then gave an overview of the program and said that the students will be given the materials and lunch. Many of the students do not know how to save or even make healthy meals. Ms. Barksdale then directed everyone's attention to the cost of the program and the materials that they will be providing.

ADJOURNMENT

Council President Nieves announced that the following Council Members had excused absences: Council Member Defilippo, Council Member McBride-Lee and Council Member Jackson. She adjourned the Public Speaking portion of the Council meeting at 7:16 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

**CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, APRIL 15, 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 7:18 p.m.

PRAYER

Mayor Ganim led those present in the prayer.

PLEDGE OF ALLEGIANCE

Mayor Ganim requested Council Member Newton 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: Jeanette Herron
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Rosalina Roman-Christy
136th District: Alfredo Castillo, Maria Zambrano-Viggiano
137th District: Aidee Nieves, Maria Valle
138th District: Nessah Smith
139th District: Ernie Newton, Eneida Martinez

A quorum was present. The following Council Members had excused absences: Council Member Defilippo, Council Member McBride-Lee and Council Member Jackson.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: March 18, 2019

**** COUNCIL MEMBER N. SMITH MOVED TO APPROVE THE MARCH 18, 2019
CITY COUNCIL MINUTES.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION TO APPROVE THE MARCH 18, 2019 CITY COUNCIL MINUTES AS SUBMITTED PASSED UNANIMOUSLY.**

ITEM FOR IMMEDIATE CONSIDERATION:

69-18 Communication from City Attorney re: Proposed Resolution and Temporary Construction Easement for the Installation of a Stormwater Diversion and Detention System at Beardsley Elementary School, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER VALLE MOVED FOR IMMEDIATE CONSIDERATION OF THE FOLLOWING ITEM:**

69-18 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED RESOLUTION AND TEMPORARY CONSTRUCTION EASEMENT FOR THE INSTALLATION OF A STORMWATER DIVERSION AND DETENTION SYSTEM AT BEARDSLEY ELEMENTARY SCHOOL

**** COUNCIL MEMBER CASTILLO SECONDED.**

**** THE MOTION TO APPROVE FOR IMMEDIATE CONSIDERATION OF AGENDA ITEM 69-18 PASSED WITH SIXTEEN (16) IN FAVOR (SPAIN, BANTA, TAYLOR-MOYE, BROWN, LANGAN, HERRON, LYONS, VIZZO-PANICCIA, ROMAN-CHRISTY, CASTILLO, ZAMBRANO VIGGIANO, NIEVES, VALLE, N. SMITH, MARTINEZ AND NEWTON) AND ONE (1) ABSTENTION (C. SMITH).**

**** COUNCIL MEMBER VALLE MOVED AGENDA ITEM 69-18.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Valle spoke about the rain garden for Beardsley School. Mayor Ganim explained that this was a privately funded project sponsored by the Nature Conservancy to solve a drainage project at the school.

Mr. Drew Goldsman came forward to speak about the project and said that there was severe sedimentation at the school. He said that this project was privately funded and that they hoped to complete the project during the summer while school is not in session.

Council Member Vizzo-Paniccia thanked the Nature Conservancy responsible for doing this. She asked about a being held harmless clause in the contract. Atty. Anastasi indicated that it was on page 3 of the agreement.

Council Member Spain thanked the Nature Conservancy for doing this project.

Council Member Zambrano Viggiano thanked the Nature Conservancy said that there was a packet of information about this included in the Council Members' mailing.

Council Member C. Smith said that she wanted to express her support but abstained from the vote because she works with the Nature Conservancy in her job.

**** THE MOTION TO APPROVE AGENDA ITEM 69-18 PASSED WITH SIXTEEN (16) IN FAVOR (SPAIN, BANTA, TAYLOR-MOYE, BROWN, LANGAN, HERRON, LYONS, VIZZO-PANICCIA, ROMAN-CHRISTY, CASTILLO, ZAMBRANO VIGGIANO, NIEVES, VALLE, N. SMITH, MARTINEZ AND NEWTON) AND ONE (1) ABSTENTION (C. SMITH).**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

65-18 Communication from WPCA re: Proposed Water Pollution Control Authority Budget for Fiscal Year 2019-2020, ACCEPTED AND MADE PART OF THE RECORD.

66-18 Communication from Fire Department re: Proposed Request by the Fire Chief Pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that Robert Whitbread having or soon to attain the age of sixty-five years or more to remain employed by the City for another year, referred to Contracts Committee.

67-18 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Enrique Burgos, et al, ACCEPTED AND MADE PART OF THE RECORD.

68-18 Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Edward Jones, Jr., ACCEPTED AND MADE PART OF THE RECORD.

70-18 Communication from Housing and Community Development re: Program Year 45 Annual Action Plan: Community Development Block Grant Program (CDBG), Homeless Emergency Solutions Grant Program (HESG), HOME Investment Partnership Program and Housing Opportunities for Persons with AIDS Program (HOPWA), referred to Economic and Community Development and Environment Committee.

**** COUNCIL MEMBER MARTINEZ MOVED TO REFER THE FOLLOWING COMMUNICATIONS TO COMMITTEES:**

65-18 COMMUNICATION FROM WPCA RE: PROPOSED WATER POLLUTION CONTROL AUTHORITY BUDGET FOR FISCAL YEAR 2019-2020, ACCEPTED AND MADE PART OF THE RECORD.

66-18 COMMUNICATION FROM FIRE DEPARTMENT RE: PROPOSED REQUEST BY THE FIRE CHIEF PURSUANT TO AND IN ACCORDANCE WITH C.G.S. §7-430 AND THEIR COLLECTIVE BARGAIN AGREEMENT, FIRE FIGHTERS LOCAL 834 THAT ROBERT WHITBREAD HAVING OR SOON TO ATTAIN THE AGE OF SIXTY-FIVE YEARS OR MORE TO REMAIN

EMPLOYED BY THE CITY FOR ANOTHER YEAR, REFERRED TO CONTRACTS COMMITTEE.

67-18 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH ENRIQUE BURGOS, ET AL, ACCEPTED AND MADE PART OF THE RECORD.

68-18 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH EDWARD JONES, JR., ACCEPTED AND MADE PART OF THE RECORD.

70-18 COMMUNICATION FROM HOUSING AND COMMUNITY DEVELOPMENT RE: PROGRAM YEAR 45 ANNUAL ACTION PLAN: COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG), HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM (HESG), HOME INVESTMENT PARTNERSHIP PROGRAM AND HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM (HOPWA), REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**** COUNCIL MEMBER NEWTON SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***46-18 Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Transportation (FY18-FY23) Speed and Aggressive Driving Enforcement (#19323-#23323), Click It or Ticket Enforcement (#19326-#23326) and Distracted Driving – High Visibility Enforcement (#19327-#23327).**

***55-18 Public Safety and Transportation Committee Report re: 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).**

***52-18 Budget and Appropriations Committee Report re: Approval of the De-Authorization of Projects Previously Approved for Bonding Authority.**

Mayor Ganim asked if there was any Council Members who would like to remove an item from the Consent Calendar. Council Member Langan requested that Agenda Item 52-18 be removed.

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

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

***46-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION (FY18-FY23) SPEED AND AGGRESSIVE DRIVING ENFORCEMENT (#19323-#23323), CLICK IT OR TICKET ENFORCEMENT (#19326-#23326) AND DISTRACTED DRIVING - HIGH VISIBILITY ENFORCEMENT (#19327-#23327).**

***55-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: 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).**

**** COUNCIL MEMBER VALLE SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

52-18 Budget and Appropriations Committee Report re: Approval of the De-Authorization of Projects Previously Approved for Bonding Authority.

**** COUNCIL MEMBER ZAMBRANO VIGGIANO MOVED THE ITEM.
** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Langan said that he hoped that he could get some clarification on the use of funding for bonding. He asked if the money was being de-authorized and then re-authorized for Harding High School. Council Member Zambrano Viggiano said that there was a portion of funding left from one of the schools and it was being moved to another project in the same category, which is Harding High School.

Council Member Langan wished to know if the administration has to come to the Council any time that money is bonded for a school improvement project and they want to move the money. Mr. Flatto came forward and explained that the funding was being re-allocated to another school project and that this was within the policy guidelines.

**** THE MOTION PASSED UNANIMOUSLY.**

MATTER TO BE ACTED UPON:

17-18 Public Safety and Transportation Committee Report re: Resolution requesting a Clean Slate Hiring Policy for the City of Bridgeport for referral to Civil Service Commission.

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

**** COUNCIL MEMBER MARTINEZ SECONDED.**

Council Member Newton said that he wanted to bring something to the Council's attention that he was challenged to take a drug test. He said that as of June 26th, it will be 24 years since he has taken a drink or a drug. He said that he was standing up to bullies. However, he said that it is important to allow people to move forward after they make a mistake. He said that he took up the challenge and wanted everyone to know about this.

Council Member Taylor-Moye thanked Council Member Newton for his passion regarding this. She said that he was the man.

**** THE MOTION PASSED UNANIMOUSLY.**

Council President Nieves thanked all the Council Members that had reached out to her following the death of her uncle.

Mayor Ganim announced a moment of silence for Council President Nieves's uncle. Council Member Newton also requested a moment of silence for another well-known Bridgeport resident who had recently passed away.

ADJOURNMENT

**** COUNCIL PRESIDENT NIEVES MOVED TO ADJOURN.**

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

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:40 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: **69-18**
Submitting Department / Contact Name: **City Attorney's Office
Michael C. Jankovsky, Associate City Attorney**
Subject: **Proposed Resolution regarding a temporary construction easement for the installation of a stormwater diversion and detention system at Beardsley Elementary School.**
Referred to Committee: **Immediate Consideration**
City Council Date: **April 15, 2019**

Attest:

Lydia N. Martinez

April 15, 2019

Lydia N. Martinez, City Clerk

Date

Approved by:

Joseph P. Ganim, Mayor

Date

PLEASE NOTE: Mayor did not sign report

RECEIVED
CITY CLERKS OFFICE

19 MAY -2 AM 11: 11

ATTEST
CITY CLERK

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, CT 06604-4328

CITY ATTORNEY
R. Christopher Meyer

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS
Eroll V. Skyers
Tamara J. Titre

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

Sender's email address:
Michael.Jankovsky@BridgeportCT.gov

Comm. #69-18 Referred For IMMEDIATE CONSIDERATION on 04/15/2019

April 10, 2019

Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Re: Beardsley School Rain Garden Project

Dear Lydia:

Please find enclosed TWENTY (20) copies of a resolution and temporary construction easement for the installation of a stormwater diversion and detention system at Beardsley Elementary School. Please set this down for immediate consideration by the City Council on its agenda of April 15, 2019.

Very truly yours,

Michael Jankovsky

RECEIVED
CITY CLERK'S OFFICE
19 APR 10 AM 9:57
TEST
L. F. LILIAN

RESOLUTION

(BEARDSLEY SCHOOL RAIN GARDEN PROJECT)

WHEREAS, the City of Bridgeport ("City") owns real property located at 500 Huntington Road, on which the Board of Education operates Beardsley Elementary School; and

WHEREAS, due to the situation/construction of the existing parking lot and the slope of the Property, an unacceptable amount of stormwater runoff occurs, resulting in damage to the Property and sediment deposition on the School's playground; and

WHEREAS, The Nature Conservancy is a 501(c)(3) nonprofit tax-exempt charitable organization with a principle place of business in Arlington, Virginia;

WHEREAS, The Nature Conservancy is a worldwide organization that consists of more than 600 scientists in 72 countries; and

WHEREAS, The Nature Conservancy's Urban Conservation Program is focused on leveraging the power of nature to improve health and well-being of communities while addressing acute infrastructure challenges; and

WHEREAS, The Nature Conservancy has a long history of land protection in Connecticut and recently completed two right-of-way bioswales on Pembroke Street in Bridgeport; and

WHEREAS, through private funding and at no cost to the City, The Nature Conservancy has agreed to alleviate the Beardsley School stormwater issue by constructing a Rain Garden on the Property, which would divert rainwater underground to a garden (Ex. A); and

WHEREAS, the Rain Garden system will also provide new educational opportunities associated with nature and stormwater, increase greenspace, beauty and shade for students, water quality treatment as required by the MS4 permit, and increase wildlife habitat; and

WHEREAS, the Rain Garden will be installed during Summer recess in 2019, when construction will be least intrusive to students and staff at Beardsley School;

WHEREAS, the Board of Education Facilities Committee approved the Rain Water Project on September 5, 2017 (Ex. B), and the Board of Education approved the Plan on September 11, 2017 (Ex. C);

WHEREAS, The Nature Conservancy requires a temporary construction easement to enter the Property and construct the Rain Garden system.

NOW, THEREFORE, be it hereby Resolved by the City Council, that the Superintendent of Schools and Director of Public Facilities may jointly execute the attached Temporary Construction Easement, substantially in the form attached hereto, and may execute such other documents, including but not necessarily limited to, permit applications, which may be deemed appropriate or necessary in furtherance of the Project with the review and approval of the Office of the City Attorney.

GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, VARIANCES, AND APPROVALS FROM THE CITY OF HARTFORD.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL NECESSARY RIGHTS-OF-WAY AND EASEMENTS.
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15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL NECESSARY RIGHTS-OF-WAY AND EASEMENTS.

CONSTRUCTION SEQUENCE

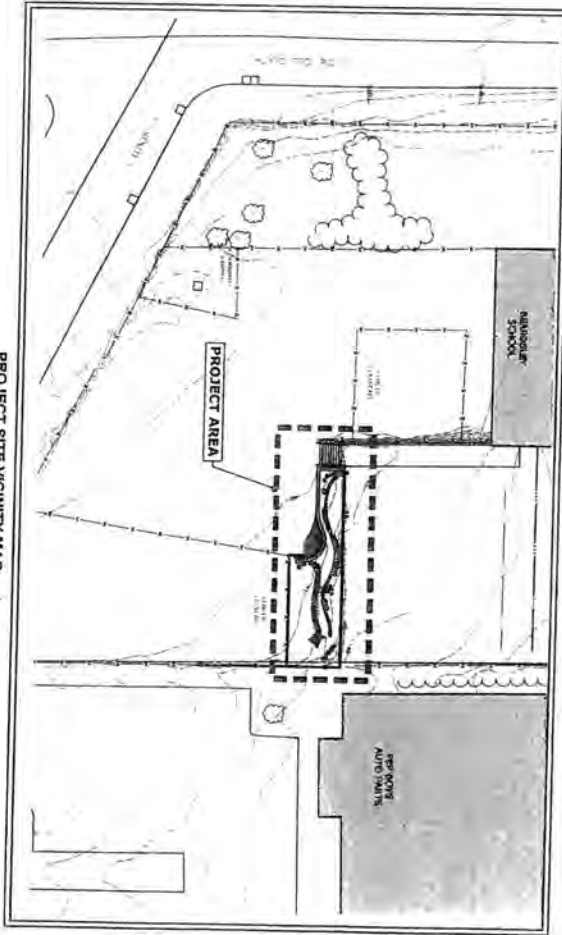
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OPERATION AND MAINTENANCE PLAN (POST-CONSTRUCTION)

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS, VARIANCES, AND APPROVALS FROM THE CITY OF HARTFORD.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ALL NECESSARY RIGHTS-OF-WAY AND EASEMENTS.
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BEARDSLEY SCHOOL
500 HUNTINGTON ROAD
BRIDGEPORT, CONNECTICUT

CONSTRUCTION DRAWINGS
APRIL 10, 2018



PROJECT SITE VICINITY MAP



LOCATION MAP

LIST OF DRAWINGS

NO.	NAME	TITLE SHEET
1	EA	SITE PLAN - EXISTING CONDITIONS & REMOVALS
2	LA	SITE PLAN - MATERIALS & DEMOGRAPHICAL LAYOUT
3	GU	SITE PLAN - GRADING & UTILITIES
4	LB	SITE PLAN - LANDSCAPING
5	BE-1	SITE PLAN - SEGMENT & EROSION CONTROL
6	BE-2	SEGMENT & EROSION CONTROL DETAILS
7	NO-1	SITE DETAILS
8	STW	RETAINING WALL

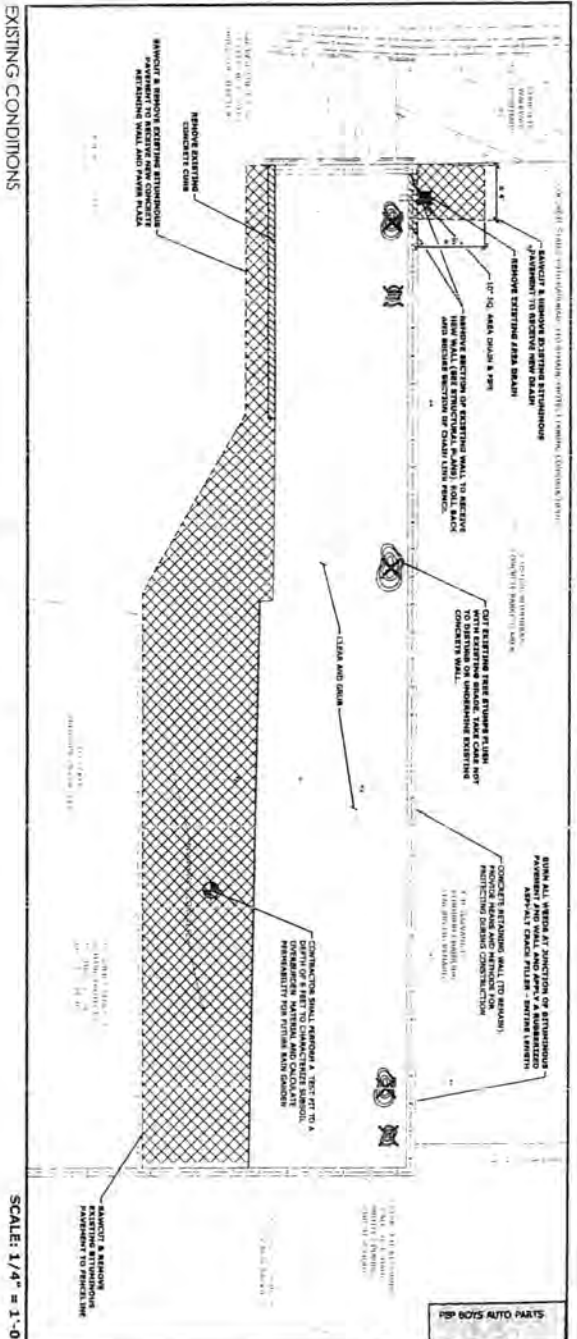


PREPARED BY:
MILONE & MACBROOM
100 Main Street
Bridgeport, CT 06610
(203) 366-1100

PREPARED FOR:
THE NATURE CONSERVANCY
55 CHURCH STREET
NEW HAVEN, CT 06510



EX.A

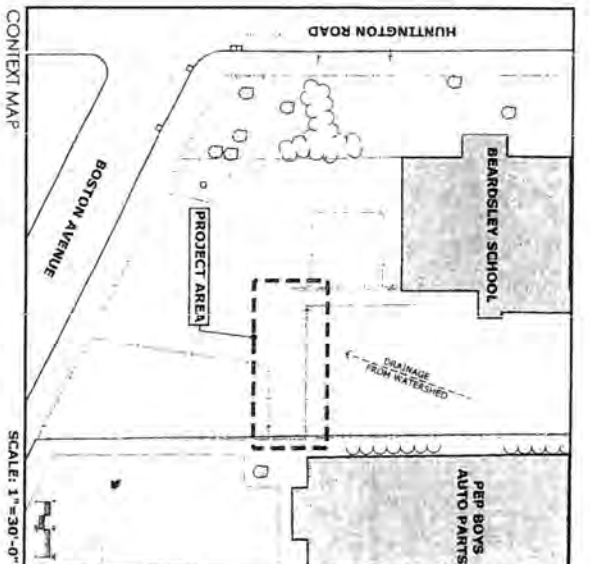


EXISTING CONDITIONS

- ### REMOVALS NOTES
- 1. THE NOTES ON THIS DRAWING ARE TO BE GIVEN PRIORITY REMOVALS OVER ALL OTHER NOTES UNLESS SPECIFICALLY NOTED OTHERWISE.
 - 2. ALL REMOVALS SHALL BE PERFORMED BY A LICENSED CONTRACTOR.
 - 3. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF CONSTRUCTION.
 - 4. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES.
 - 5. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF TRANSPORTATION.
 - 6. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF SOCIAL SERVICES.
 - 7. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF EDUCATION.
 - 8. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF HEALTH SERVICES.
 - 9. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF LABOR.
 - 10. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF REVENUE.
 - 11. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF REGULATORY SERVICES.
 - 12. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF THERMAL AND NUCLEAR REGULATORY COMMISSION.
 - 13. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF WATER CONTROL.
 - 14. ALL REMOVALS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONNECTICUT DEPARTMENT OF WORKFORCE DEVELOPMENT.

REMOVALS LEGEND

X	REMOVE EXISTING SITE FURNISH
□	REMOVE EXISTING STRUCTURE
□	REMOVE EXISTING CONCRETE
□	REMOVE EXISTING ASPHALT DRIVEWAY
□	REMOVE EXISTING CURB
□	REMOVE EXISTING WALK
□	REMOVE EXISTING DRIVEWAY
□	REMOVE EXISTING FENCE
□	REMOVE EXISTING UTILITY
□	REMOVE EXISTING SIGN



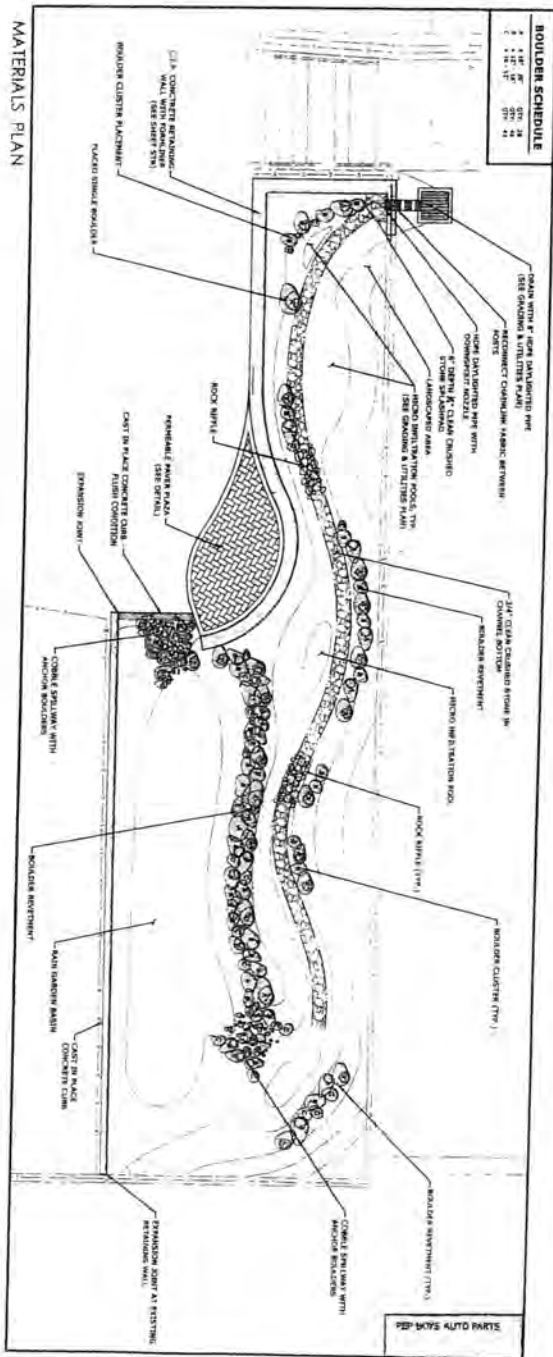
CONTEXT MAP

SCALE: 1" = 30'-0"

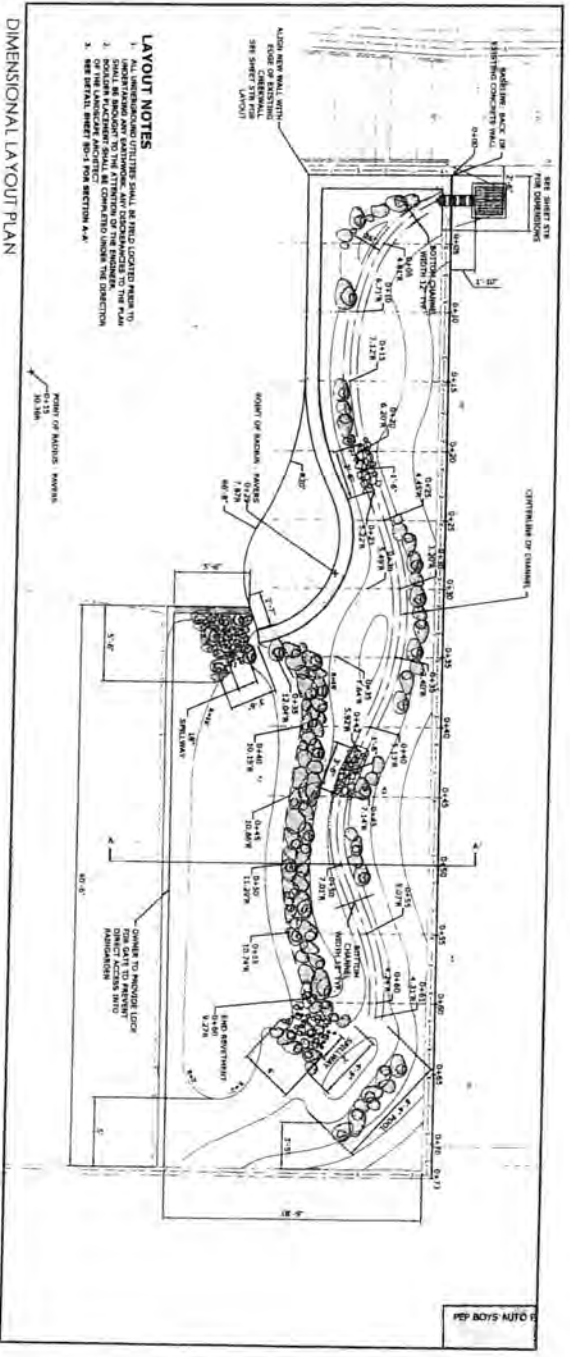
<p>DATE: 04/15/2014 DRAWN BY: JMW CHECKED BY: JMW SCALE: 1/4" = 1'-0"</p> <p>EX</p>	<p>SITE PLAN - EXISTING CONDITIONS & REMOVALS</p>	<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>DATE</th> <th>BY</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	DESCRIPTION	DATE	BY																<p>MILONE & MACBROOM</p> <p>1031 Main Street Waterbury, CT 06722 Phone: (203) 227-1121 Fax: (203) 227-0821 www.miloneandmacbroom.com</p>
	DESCRIPTION		DATE	BY																	
<p>BEARDSLEY SCHOOL 800 HUNTINGTON ROAD BRIDGEPORT, CONNECTICUT</p>																					
<p>JMW 04/15/14 APRIL 16, 2014 1487-20 91</p>																					

BOULDER SCHEDULE

NO.	DESCRIPTION	QTY	UNIT
1	1/4" CONCRETE REINFORCING WALL (SEE SHEET 20)	20	LINEAR FEET
2	1/2" CONCRETE REINFORCING WALL (SEE SHEET 21)	20	LINEAR FEET
3	1/4" CONCRETE REINFORCING WALL (SEE SHEET 22)	20	LINEAR FEET
4	1/2" CONCRETE REINFORCING WALL (SEE SHEET 23)	20	LINEAR FEET



MATERIALS PLAN



DIMENSIONAL LAYOUT PLAN

- LAYOUT NOTES**
1. ALL DIMENSIONS UNLESS OTHERWISE SHOWN SHALL BE HORIZONTAL UNLESS NOTED OTHERWISE.
 2. DIMENSIONS TO FACE UNLESS OTHERWISE NOTED.
 3. SEE DETAIL SHEET 20-1 FOR SECTION A-A.

<p>LA</p>	<p>SITE PLAN - MATERIALS & DIMENSIONAL LAYOUT</p>	<p>DESCRIPTION DATE BY</p>	<p>MILONE & MACBROOM</p> <p>90 South Street Cheshire, Connecticut 06410 (203) 271-1773 Fax: (203) 272-4711 www.miloneandmacbroom.com</p>
	<p>BEARDSLEY SCHOOL</p> <p>500 HUNTINGTON ROAD BRIDGEPORT, CONNECTICUT</p>	<p>DATE: APRIL 12, 2018</p> <p>SCALE: 1" = 4'</p> <p>DESIGNED BY: JCY</p> <p>DRAWN BY: JCY</p> <p>CHECKED BY: JCY</p>		North Arrow

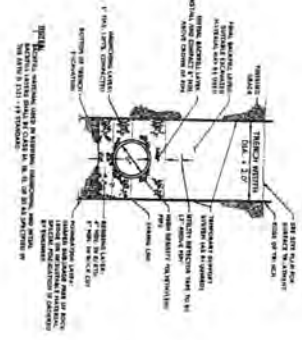
2' x 2' YARD DRAIN RISER WITH BASE

2' x 2' YARD DRAIN RISER WITH BASE AND RISER

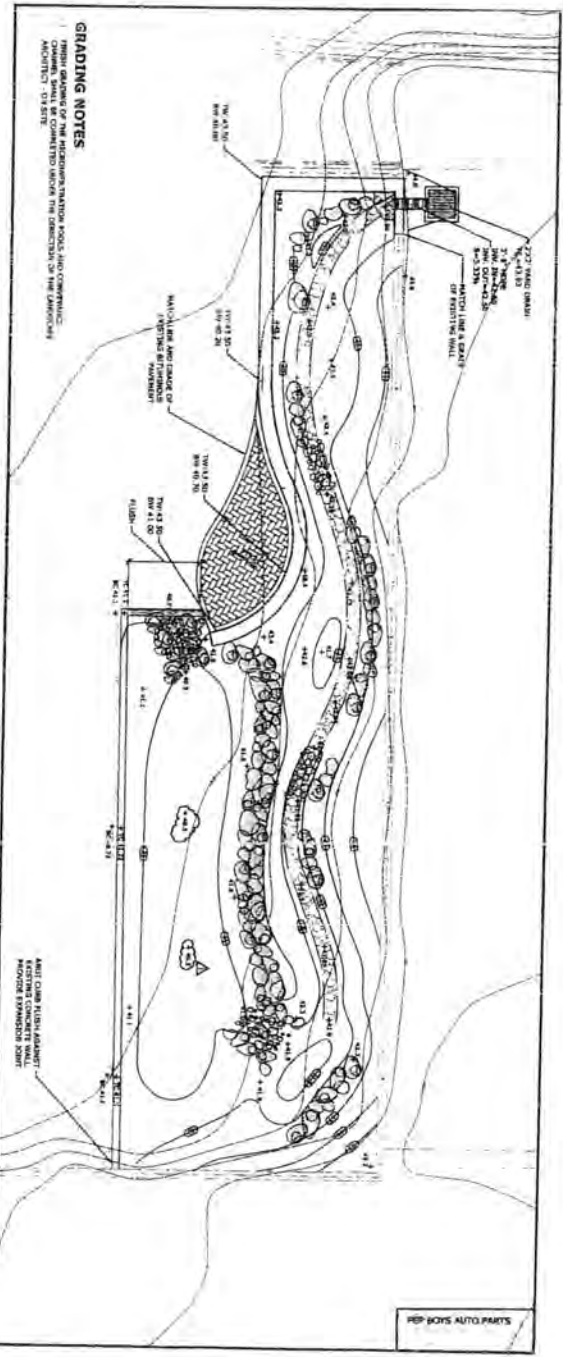
1. PRECAST CONCRETE RISER WITH BASE AND RISER. 2. PRECAST CONCRETE RISER WITH BASE AND RISER. 3. PRECAST CONCRETE RISER WITH BASE AND RISER. 4. PRECAST CONCRETE RISER WITH BASE AND RISER. 5. PRECAST CONCRETE RISER WITH BASE AND RISER. 6. PRECAST CONCRETE RISER WITH BASE AND RISER. 7. PRECAST CONCRETE RISER WITH BASE AND RISER. 8. PRECAST CONCRETE RISER WITH BASE AND RISER. 9. PRECAST CONCRETE RISER WITH BASE AND RISER. 10. PRECAST CONCRETE RISER WITH BASE AND RISER.

UNITED CONCRETE PRODUCTS INC.
 175 DUNDAS STREET
 WINDSOR, ONTARIO
 TEL: (519) 253-2116 FAX: (519) 253-1441

HDPPE STORM DRAIN DETAIL



DOWNSPOUT NOZZLE AT WALL



GRADING NOTES
 1. FINISH GRADING OF THE ENTIRE SITE SHALL BE TO THE FINISH GRADES SHOWN ON THIS PLAN.
 2. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND PROTECTED.
 3. ALL NEW UTILITIES SHALL BE INSTALLED AS SHOWN ON THIS PLAN.

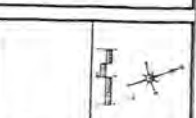
NO.	DATE	BY	DESCRIPTION
01	APRIL 16, 2014	MS	ISSUE FOR PERMIT

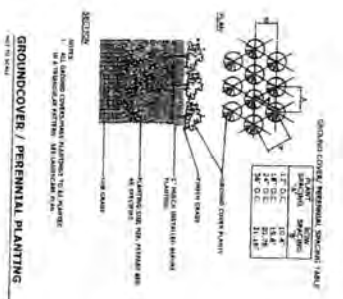
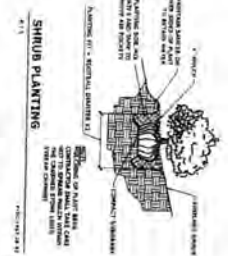
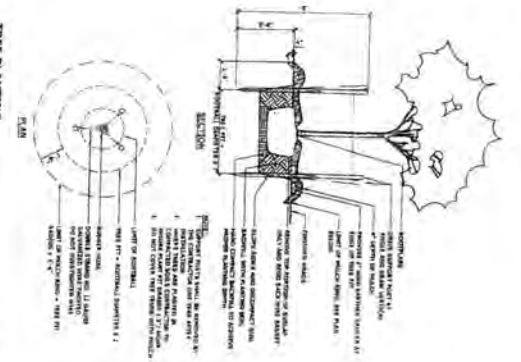
SITE PLAN - GRADING & UTILITIES
BEARDSLEY SCHOOL
 500 HUNTINGTON ROAD
 BRIDGEPORT, CONNECTICUT

NO.	DATE	BY	DESCRIPTION
01	APRIL 16, 2014	MS	ISSUE FOR PERMIT

NO.	DATE	BY	DESCRIPTION
01	APRIL 16, 2014	MS	ISSUE FOR PERMIT

MILONE & MACBROOM
 89 South Drive
 Danbury, Connecticut 06810
 (203) 271-1777 Fax: (203) 275-9741
 www.miloneandmacbroom.com



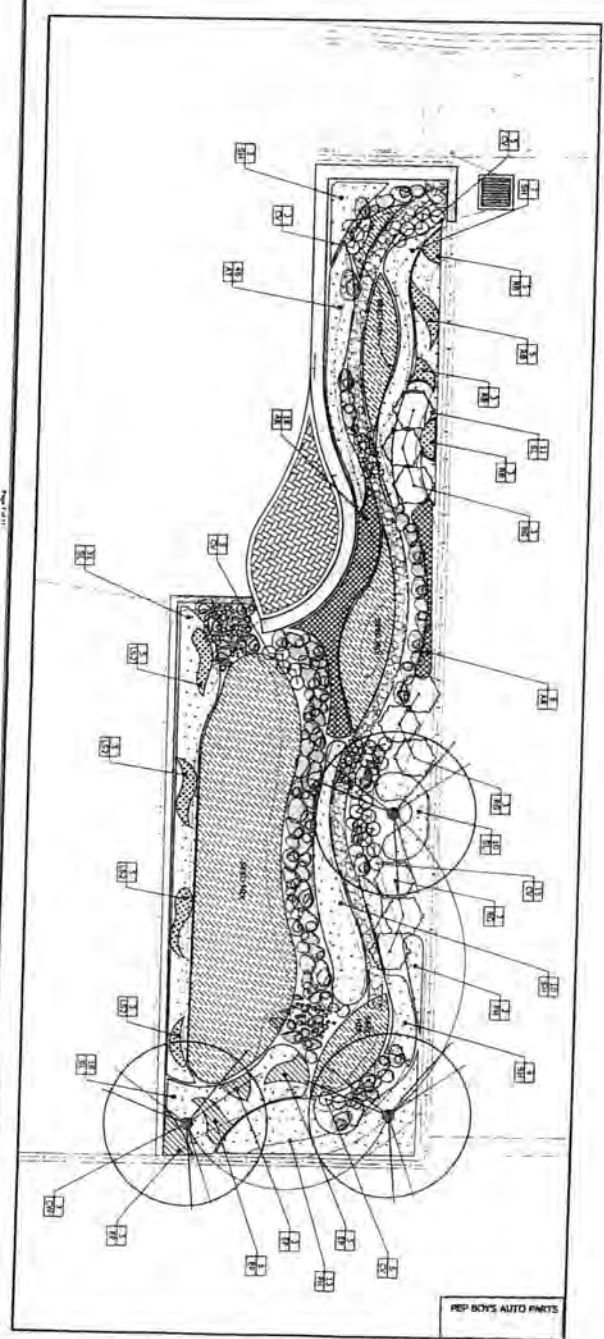
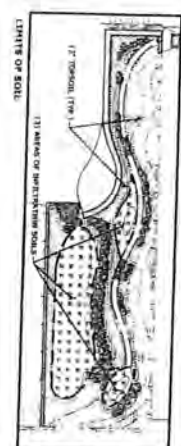


PLANT SCHEDULE

SYMBOL	QUANTITY	PLANT NAME	SIZE	NOTES
1	1	...	...	...
2	1	...	...	...
3	1	...	...	...
4	1	...	...	...
5	1	...	...	...
6	1	...	...	...
7	1	...	...	...
8	1	...	...	...
9	1	...	...	...
10	1	...	...	...

PLANTING NOTES

1. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATING PLANT HOLES.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATING PLANT HOLES.
3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATING PLANT HOLES.
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10. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO EXCAVATING PLANT HOLES.



DESCRIPTION

DATE BY

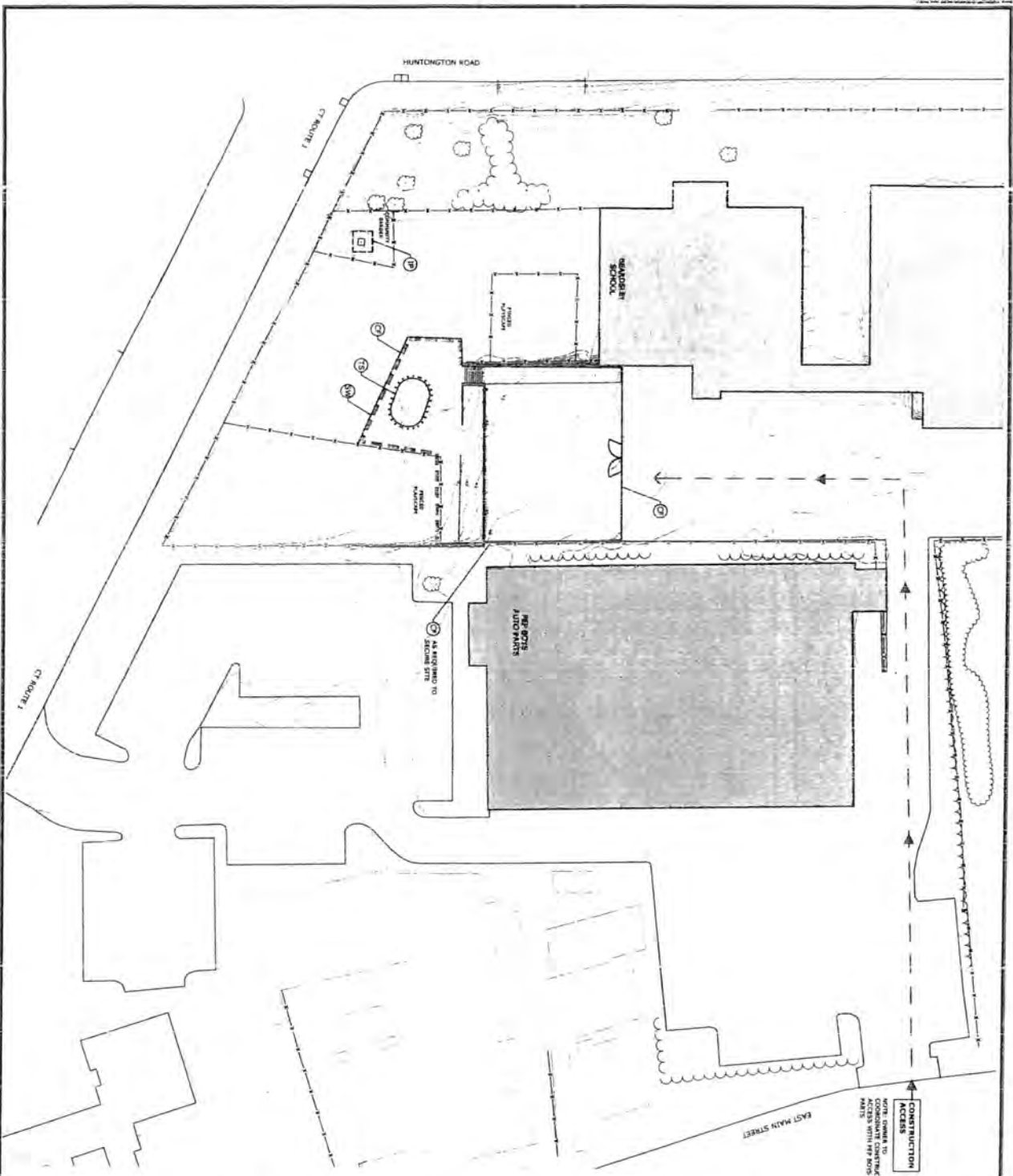
MILONE & MACBROOM
 20 Main Drive
 Wallingford, Connecticut 06495
 (203) 261-1133 FAX (203) 273-9311
 www.miloneandmacbroom.com

SITE PLAN - LANDSCAPING

BEARDSLEY SCHOOL
 506 HUNTINGTON ROAD
 BRIDGEPORT, CONNECTICUT

DATE: APRIL 16, 2018
 DRAWN BY: M
 CHECKED BY: M
 SCALE: 1/8" = 1'

LS



NOTE: CONSTRUCTION ACCESS TO CONSTRUCTION CONTROL FROM MAIN STREET TO BE DONE WITHIN

EROSION CONTROL LEGEND

	SOFT MATS
	WET BATTERING
	STANDARD EROSION CONTROL MATS
	CONSTRUCTION CONTROL MATS
	SOFT MATS

SOIL, EROSION AND SEDIMENT CONTROL NARRATIVE

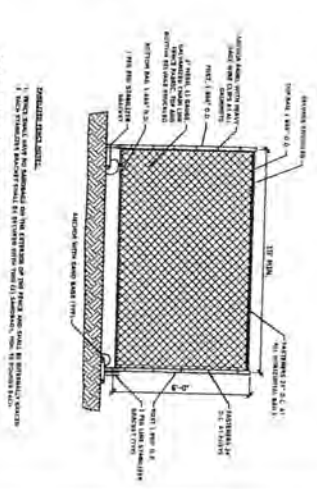
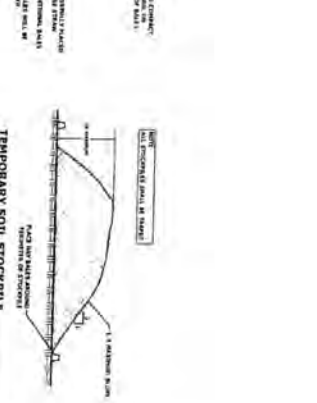
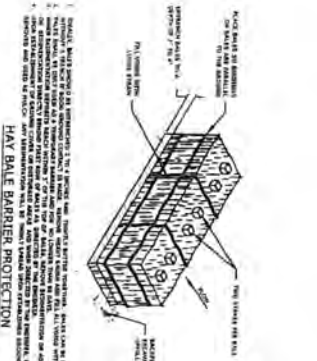
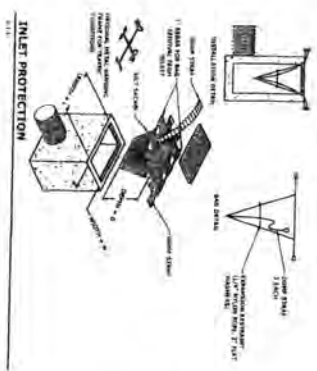
THE CONSTRUCTION OF THIS PROJECT WILL INVOLVE THE DISTURBANCE OF SOILS AND THE POTENTIAL FOR EROSION AND SEDIMENTATION. THE FOLLOWING MEASURES WILL BE IMPLEMENTED TO PREVENT AND CONTROL EROSION AND SEDIMENTATION DURING CONSTRUCTION:

1. EROSION CONTROL MATS SHALL BE INSTALLED ON ALL EXPOSED SOILS WITHIN 24 HOURS OF EXPOSURE.
2. SOFT MATS SHALL BE INSTALLED ON ALL EXPOSED SOILS WITHIN 24 HOURS OF EXPOSURE.
3. WET BATTERING SHALL BE MAINTAINED ON ALL EXPOSED SOILS WITHIN 24 HOURS OF EXPOSURE.
4. STANDARD EROSION CONTROL MATS SHALL BE INSTALLED ON ALL EXPOSED SOILS WITHIN 24 HOURS OF EXPOSURE.
5. CONSTRUCTION CONTROL MATS SHALL BE INSTALLED ON ALL EXPOSED SOILS WITHIN 24 HOURS OF EXPOSURE.

EROSION CONTROL NOTES

1. THE CONSTRUCTION SHALL BE LIMITED TO THE AREAS SHOWN ON THIS PLAN.
2. THE CONSTRUCTION SHALL BE LIMITED TO THE AREAS SHOWN ON THIS PLAN.
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20. THE CONSTRUCTION SHALL BE LIMITED TO THE AREAS SHOWN ON THIS PLAN.

<p>SE-1</p> <p>DATE: APRIL 16, 2014</p> <p>SCALE: 1" = 20'</p> <p>PROJECT: BEARDSLEY SCHOOL</p> <p>LOCATION: 500 HUNTINGTON ROAD, BRIDGEPORT, CONNECTICUT</p>	<p>SITE PLAN - SEDIMENT & EROSION CONTROL</p> <p>DESIGNED BY: JCM</p> <p>CHECKED BY: SHB</p> <p>DATE: APRIL 16, 2014</p>	<p>MILONE & MACBROOM</p> <p>39 South Drive Cheshire, Connecticut 06024 (860) 271-1177 Fax (860) 271-2111 www.miloneandmacbroom.com</p>																	
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- GENERAL:**
1. THE CONTRACTOR SHALL MAINTAIN ALL EXISTING CHANNELS IN ACCORDANCE WITH THE ORIGINAL DESIGN OR AS APPROVED BY THE ENGINEER.
 2. ALL CHANNELS SHALL BE MAINTAINED FREE OF OBSTRUCTIONS AND SHALL BE KEPT OPEN AT ALL TIMES.
 3. ALL CHANNELS SHALL BE MAINTAINED FREE OF OBSTRUCTIONS AND SHALL BE KEPT OPEN AT ALL TIMES.
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 2. ALL CHANNELS SHALL BE MAINTAINED FREE OF OBSTRUCTIONS AND SHALL BE KEPT OPEN AT ALL TIMES.
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MEASURE	CONTROL OBJECTIVE	INSPECTION/MAINTENANCE	FAILURE INDICATORS	REMOVAL
EROSION CONTROL	CONTROL OF EROSION AND SEDIMENTATION	INSPECTION OF EROSION CONTROL MEASURES AT LEAST ONCE A WEEK	CRACKING, SLIDING, OR OTHER DAMAGE TO EROSION CONTROL MEASURES	REPAIR OR REPLACE EROSION CONTROL MEASURES AS NECESSARY
SEDIMENT CONTROL	CONTROL OF SEDIMENTATION	INSPECTION OF SEDIMENTATION CONTROL MEASURES AT LEAST ONCE A WEEK	CRACKING, SLIDING, OR OTHER DAMAGE TO SEDIMENTATION CONTROL MEASURES	REPAIR OR REPLACE SEDIMENTATION CONTROL MEASURES AS NECESSARY
WATER MANAGEMENT	CONTROL OF WATER MANAGEMENT	INSPECTION OF WATER MANAGEMENT MEASURES AT LEAST ONCE A WEEK	CRACKING, SLIDING, OR OTHER DAMAGE TO WATER MANAGEMENT MEASURES	REPAIR OR REPLACE WATER MANAGEMENT MEASURES AS NECESSARY

STRAW WATTLE (SMW)
WET TO SCALE



STRAW WATTLE (SMW)
WET TO SCALE

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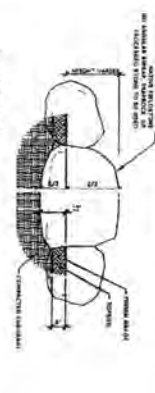
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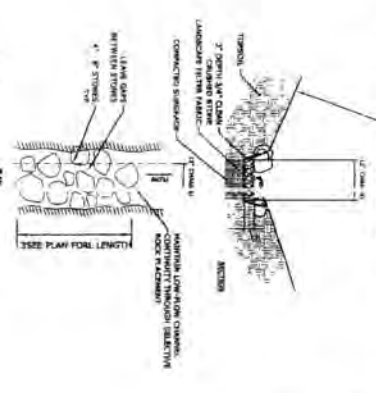
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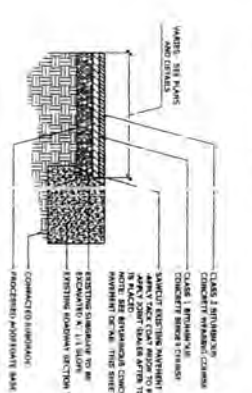
BOULDER CLUSTER PLACEMENT

1. BOUNDER CLUSTER TO BE PLACED IN THE CENTER OF THE CHANNEL.
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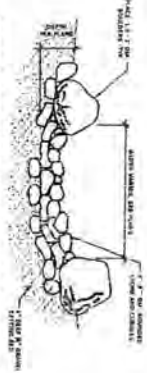


ROCK RIPPLE & STREAM CHANNEL

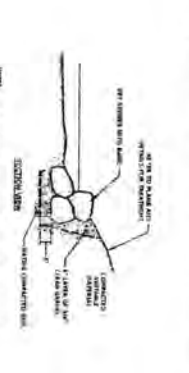
1. TYPICAL CHANNEL SIZE 6" - 12" WIDE.
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BITUMINOUS CONCRETE PAVEMENT REPAIR

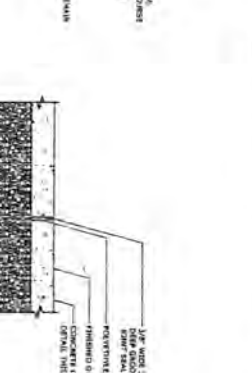


COBBLE SPILLWAY WITH ANCHOR BOULDERS

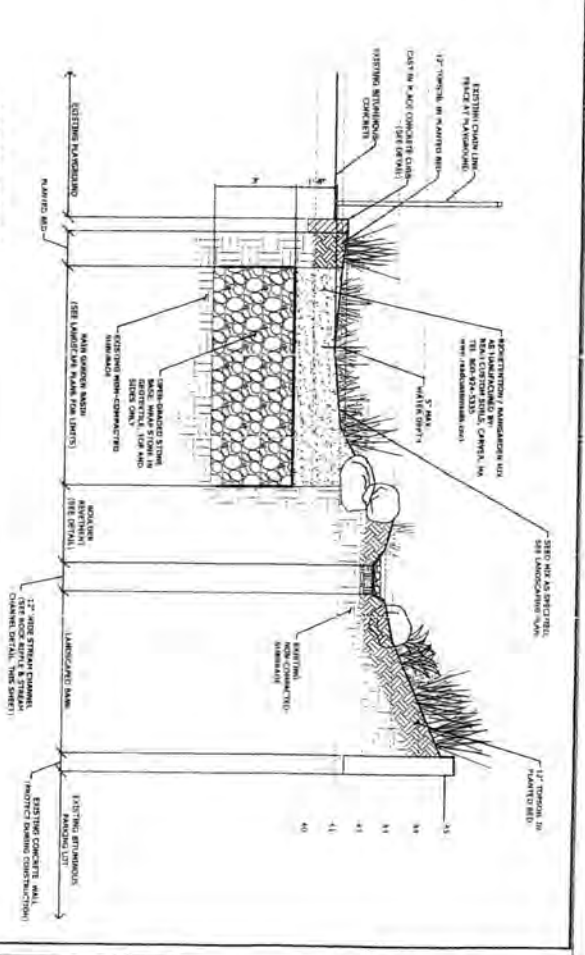


BOULDER REVERTMENT

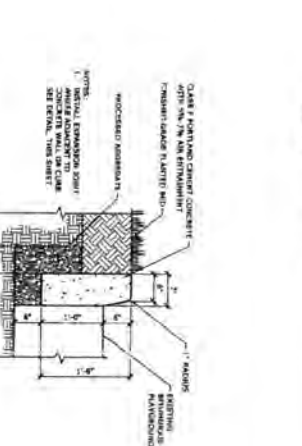
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10. TYPICAL CHANNEL SIZE 6" - 12" WIDE.



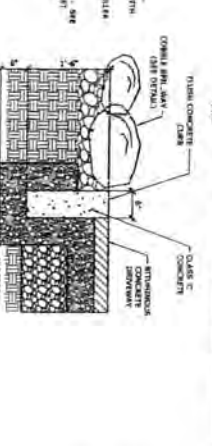
EXPANSION JOINT



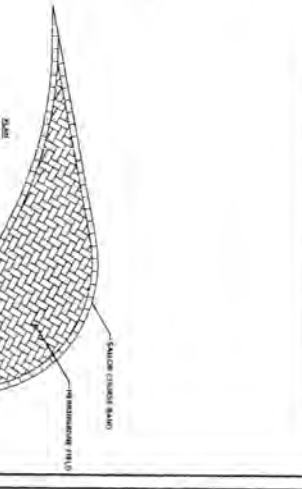
SITE SECTION A-A



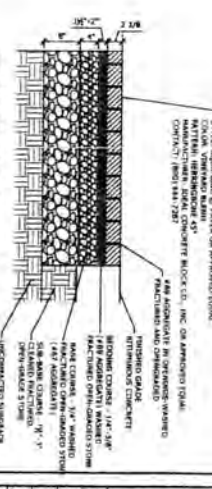
CAST-IN-PLACE CONCRETE CURB



FLUSH CONCRETE CURB



PERMEABLE PAVEMENT PLAZA



PERMEABLE PAVEMENT PLAZA

DESCRIPTION	DATE	BY

SITE DETAILS

BEARDSLEY SCHOOL

506 HURTINGTON ROAD

BRIDGEPORT, CONNECTICUT

DATE: APRIL 18, 2014

SCALE: AS NOTED

PROJECT NO: 148724

SD-1

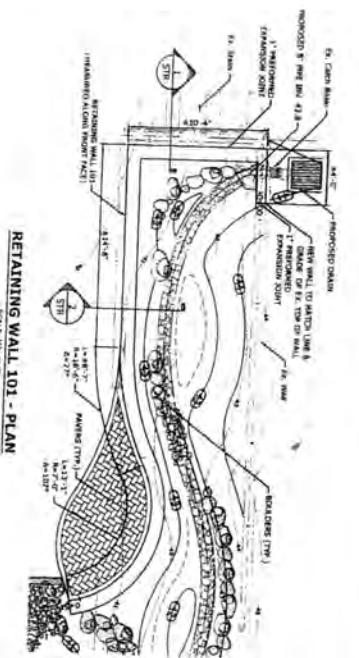
MILONE & MACBROOM

40 South Drive

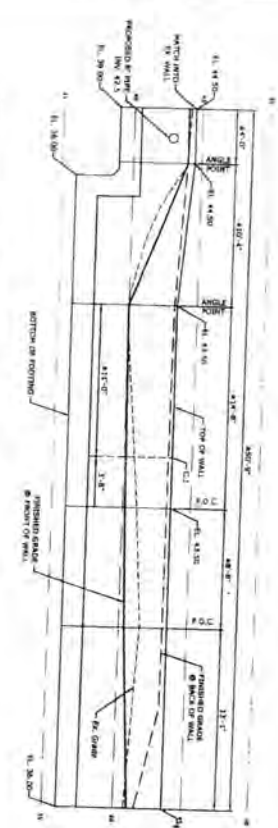
Cheshire, Connecticut 06024

(203) 271-1773 Fax (203) 272-9791

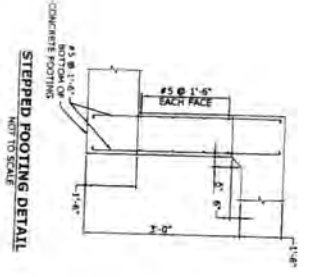
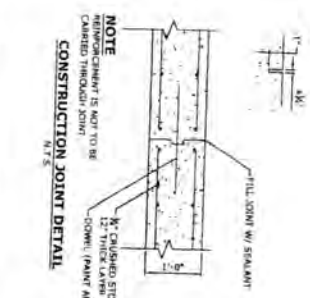
www.miloneandmacbroom.com



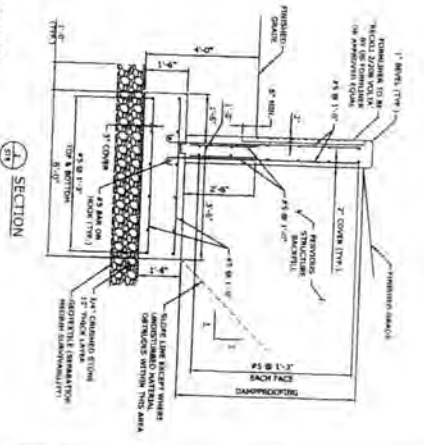
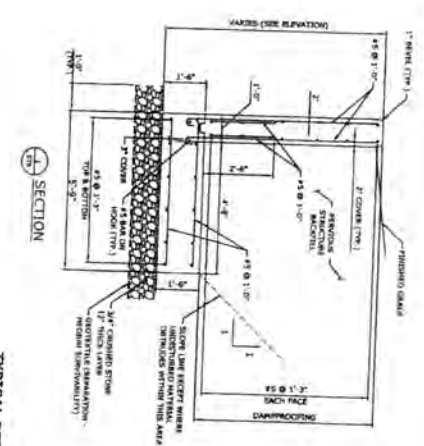
RETAINING WALL 101 - PLAN
SCALE 1/4" = 1'-0"



RETAINING WALL 101 - ELEVATION
SCALE 1/4" = 1'-0"



TYPICAL RETAINING WALL
SCALE 1/4" = 1'-0"



- CONCRETE NOTES**
1. CLASS "C" CONCRETE - CLASS "C" CONCRETE SHALL BE USED FOR RETAINING WALL AND CONCRETE CUR.
 2. CONCRETE - THE COST OF SOFT SOIL SHALL BE INCLUDED IN THE CLASS "C" CONCRETE AND STEELBAR MOVEMENT.
 3. REINFORCEMENT - REINFORCEMENT SHALL BE PROVIDED WITHIN THE CLASS "C" CONCRETE.
 4. REINFORCEMENT - ALL REINFORCEMENT SHALL BE AT LEAST 3/8" DIA.
 5. REINFORCEMENT - ALL REINFORCEMENT SHALL BE AT LEAST 3/8" DIA.
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- NOTE**
1. VERIFY & REWORK EX. WALL TO LIMIT SHOW.
 2. VERIFY & REWORK EX. WALL TO LIMIT SHOW.
 3. VERIFY & REWORK EX. WALL TO LIMIT SHOW.

<p>STR</p>	<p>RETAINING WALL</p>	<p>DESCRIPTION</p>	<p>DATE</p>	<p>BY</p>
	<p>BEARDSLEY SCHOOL</p>	<p>500 HUNTINGTON ROAD</p>	<p>BRIDGEPORT, CONNECTICUT</p>	<p>MILONE & MACBROOM</p>
<p>1</p>	<p>APRIL 16, 2018</p>	<p>100</p>	<p>100</p>	<p>100</p>

MILONE & MACBROOM
 99 Main Drive
 Bridgeport, CT 06610
 (203) 271-1773 FAX (203) 272-6111
 www.miloneandmacbroom.com

Tuesday, September 5, 2017

MINUTES OF THE FACILITIES COMMITTEE OF THE BRIDGEPORT BOARD OF EDUCATION, held September 5, 2017, at Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

The meeting was called to order at 6:40 p.m.

Committee members present were Chair Sauda Baraka and John Weldon. Board member Howard Gardner was present.

Supt. Dr. Aresta Johnson was in attendance.

Mr. Weldon moved to approve the committee's minutes of June 5, 2017. The motion was seconded by Ms. Baraka and unanimously approved.

The next item was the Source 4 Teachers contract. Supt. Johnson said the board discussed changes it wanted to the contract. She said Atty. Beltz of Source 4 Teachers informed her that Ms. Rabinowitz signed an addendum on May 27, 2015, that extended the contract already in place through July 2019. He was agreeable to an addendum that the board wanted to increase the indemnification and the clause about special education teachers.

The superintendent said the draft presented by Atty. Beltz lists Source 4 Teachers as the exclusive provider for all subs, which is not something the board wanted because of the use of Delta T for special education paras or teachers.

Supt. Johnson asked for authorization to sign the addendum with the change about the sole source.

The superintendent said she would also like to have approval for the RFP for special education substitutes.

Mr. Weldon moved approval of the contract addendum with Source 4 Teachers and to indicate they are not the exclusive providers of special education teachers or paras and to send it to the full board.

The motion was seconded by Mr. Baraka and unanimously approved.

Mr. Weldon moved to authorize posting the RFP for special education substitutes. The motion was seconded by Ms. Baraka.

In response to a question, Dr. Johnson said she was not sure when the current contract with Delta T expires.

The motion was unanimously approved.

The next item was on the expansion of the school-based Southwest Community Health Centers. Thomas Krause from Southwest was present, along nursing supervisor Lizette Earley.

Mr. Krause said Southwest and Optimum Health Center are in about fourteen Bridgeport schools, offering a medical program, behavioral health, and in some schools dental services. He said Southwest receives some Department of Health funding for operating in five schools. Southwest funds the remainder of the schools through program income, including charging insurance companies for services rendered. No co-pays or deductibles are charged to children. Persons without insurance are not charged.

Mr. Krause said there have been discussions with and Dr. Johnson and the principals at Geraldine Johnson and Claytor Magnet to include school-based health services in those schools. There are space constraints at Claytor so only behavioral services would be offered there, while Johnson has the space to offer pediatrics as well.

The costs of the services regarding staff and supplies will be borne by Southwest. If children need services when schools are not in session, they are welcome at any of the other community health center buildings.

Mr. Krause said Southwest is a federally qualified health center that can receive funding, but there has to be a petition to add the services and licensure is needed from the Department of Public Health in Hartford.

In response to a question, Mr. Krause said Southwest has a facility

around the corner from Claytor Magnet. Concerning the space at Claytor, he said the centers do not displace the school nurses.

Ms. Early said the nursing area at Claytor is a large space, but the way it is configured it would not allow for enough privacy.

Alan Wallack said he could take a second look at the space and see if something can be worked out. Ms. Baraka said it was important because the school was in a community that could benefit.

Larry Schilling of O & G said we could mirror what we did at Roosevelt where the school nurse and Southwest was combined in the same suite.

Mr. Weldon moved to expand school-based health centers into Geraldine Johnson School and Claytor Magnet Academy. The motion was seconded by Ms. Baraka and unanimously approved.

The next item was discussion and possible action on the Nature Conservancy at Beardsley School.

Mr. Wallack said there had been meetings at the school over the last year and a half. The improvements that are suggested have been approved by the city and the city engineer because they involved water flow and drainage.

Principal Sharon Pivrotto said there were water drainage issues at the school.

Mr. Goldsman of the Nature Conservancy said the organization had worked in Bridgeport for many years, including a project on the East Side. He said he was invited to the school to look at the conditions of the playground, the water issues and to add shade.

Mr. Goldsman said a strip near the parking lot was well suited for green storm water infrastructure, a man-made system to manage storm water and get it to go into the ground.

Mr. Goldsman asked the committee for approval to move forward with design on the site. He noted the Nature Conservancy would bear the

full cost for the project and commit to partner with facilities on maintenance. He added this was a learning opportunity that could be incorporated into curriculum.

In response to a question, Mr. Goldsman said once a month there's a clean-out that has to be done and leaf litter has to be removed. Mr. Wallack said similar maintenance is performed at Claytor and Fairchild Wheeler and it would not be a burden.

Ms. Pivrotto said there is a garden at the school and this project will be connected to the garden curriculum. Mr. Goldsman says the Nature Conservancy has a well-developed curriculum that can be plugged in.

Mr. Weldon moved to support Nature Conservancy at Beardsley School and move it to the full board for its approval. The motion was seconded by Ms. Baraka and unanimously approved.

The next item on the agenda was Harding High School. Ms. Baraka said there had been a lot of discussion about the bifold door to the amphitheater. She said she was disturbed about changes being made to the interior of building that didn't come through the board or the school committee. She said we don't want our schools to look like a prison.

Mr. Gardner said when we discussed amphitheater there was concern by the construction manager that the door that was designed would be problematic down the road due its function and weight. He said this committee asked for someone to go back and look at this type of installation elsewhere in the country to find historical information regarding failures or repairs. She said the board was told that we couldn't find another example of this door in use.

Mr. Gardner said there was additional information that this information about the door was not correct. He said he thought the way it was left was that if the door didn't work there would be another door solution, not to just walk away from the idea. He said the amphitheater was a key anchor design that locks the school into the community.

Monday, September 11, 2017 [Corrected]

MINUTES OF THE REGULAR MEETING OF THE BRIDGEPORT BOARD OF EDUCATION, held September 11, 2017, at Geraldine Claytor Magnet Academy, 219 St. Stephens Road, Bridgeport, Connecticut

The meeting was called to order at 7:08 p.m.

Present were Chair Joe Larcheveque, Vice President Sauda Baraka, Secretary John Weldon, Annette Segarra-Negron, Ben Walker, Howard Gardner and Dennis Bradley.

Supt. Dr. Aresta Johnson was in attendance.

Mr. Larcheveque asked for a moment of silence for the tragic events of September 11, 2001.

RECOGNITIONS:

Supt. Johnson recognized Skane School. She said she was very impressed during her recent visit to the school. She thanked Principal Michelle Matera for her work at the school and Mr. DiDonato's leadership. She said the school had an amazing and dynamic staff.

Dr. Johnson said she had certificates for every staff member, every clerical person, every custodian and the security guard.

Mr. DiDonato said he told the school's staff earlier that when he needs a boost he goes to Skane.

Ms. Matera thanked Dr. Johnson for taking the time to see the school and the classrooms. She said the school was one of a kind because of the staff. She said the staff gets little recognition because people think it's just preschool. She added children in the community are also served through the Birth to Three program.

an RFP for special education substitutes." The motion was seconded by Mr. Gardner and unanimously approved.

Mr. Weldon moved to "*add to the agenda a motion to approve the Nature Conservancy at Beardsley School.*" The motion was seconded by Mr. Gardner.

Mr. Bradley asked why these items were being added last minute and not according to our bylaws, which have stringent rules. Ms. Baraka said their items came out of committee on Monday and did not make it to the superintendent for the agenda.

The motion was unanimously approved.

Ms. Baraka moved to "*authorize the Superintendent Aresta Johnson to sign the Source 4 Teacher contract language change.*" The motion was seconded by Mr. Gardner.

In response to a question, Ms. Baraka said the information was in the board packet. She said language changes were needed to the extension of the contract signed by Ms. Rabinowitz. An incident where a student at Harding was assaulted by a Source 4 Teacher substitute was the impetus for changes.

The motion was unanimously approved.

Ms. Baraka moved to "*approve the expansion of Southwest Community Health Center's school-based health centers to Geraldine Johnson School and Geraldine Magnet Academy.*" She said school-based health centers are very important to our district by supporting families and children with health-care needs. The motion was seconded by Mr. Gardner.

In response to a question, Ms. Baraka said as was explained in the committee meeting the Southwest Community Health Center representatives indicated there was no cost to the district. She said Optimus was present at the meeting as well and they are teaming up.

The motion was unanimously approved.

Ms. Baraka moved to “*approve the posting of the RFP for special education substitutes.*” She said there was a discussion at the committee meeting and Dr. Johnson provided the document in the board packet. The motion was seconded by Mr. Gardner and unanimously approved.

Ms. Baraka moved to “*approve the Nature Conservancy at Beardsley School.*” She said there was an exceptional presentation at the committee meeting and the programming will cover physical structure and an academic piece that will be part of the science curriculum.

The motion was seconded by Mr. Gardner.

In response to a question, Ms. Baraka said there was no expense to the district because Nature Conservancy will bear the costs.

The motion was unanimously approved.

Ms Baraka said the Facilities Committee discussed some issues regarding Harding High, including the folding door to an exterior stage and a visual partition for the stairways. She said the information on the folding door was sent to committee members for the October meeting.

Mr. Gardner reported on the Finance Committee. He said tomorrow’s meeting would be postponed because our financial position has not changed significantly and we’re still waiting for some direction from the governor and the state legislature.

Marlene Siegel, chief financial officer, said she learned Friday afternoon of reductions in critical grants in Title I, Title IIA and Title III, which further complicates and exacerbates the budget situation. She described the district’s budget as precarious.

Ms. Siegel said the reduction in Title I is \$573,775, which is 5.7 percent. Title IIA has a 45 percent reduction, a loss of \$829,803. She said it was previously anticipated that the elimination of Title IIA would occur in 2018-19, but remain intact in the 2017-18 fiscal year.

Ms. Siegel said Title III, which funds bilingual and ESL education, has

TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement is made and entered into as of _____, 2019, by and between the City of Bridgeport, having a mailing address of 999 Broad Street, Bridgeport, CT 06604 (the "City"), and The Nature Conservancy, a District of Columbia non-profit corporation with its principal office at 4245 N. Fairfax Drive, Arlington, VA 22203-1606 and having a Connecticut Field Office at 55 Church Street, Floor 3, New Haven, CT 06510 ("TNC").

WHEREAS, the City is the owner of a parcel of land located in Bridgeport, CT described in **Exhibit A** attached hereto (the "Premises");

WHEREAS, in order to install a rain garden to reduce stormwater runoff and sediment deposition at the Beardsley Elementary School playground, TNC desires to acquire a temporary construction easement over certain portions of the Premises for purposes of (a) constructing a rain garden adjacent to the parking lot (referred to herein as the "rain garden"); (b) establishing temporary access routes and areas for materials stockpiling and staging products and equipment in support of the above construction activities; and (c) gaining access to and from the Premises for such purposes (such activities, as more particularly described in the plans attached as **Exhibit B**, are referred to collectively herein as the "Project"); and

WHEREAS, the City understands that TNC's ability to proceed with the Project is conditioned upon its ability to obtain all required funding and any applicable permits and that TNC may decide, in its sole discretion, not to proceed with the Project;

NOW THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Easement.** The City hereby grants to TNC a temporary construction easement over the portions of the Premises depicted on the map attached hereto as **Exhibit C** for any and all lawful purposes and actions reasonably related to the Project (the "Easement"). The areas covered by the Easement, as depicted on Exhibit C, are referred to herein as the "Easement Area".
2. **Terms and Conditions.** The parties further agree as follows:
 - A. The City understands and acknowledges that TNC will be using outside contractors and other third parties (collectively, "Agents") throughout the duration of the Project, and hereby agrees that such Agents may use the Easement Area subject to and in accordance with the terms and conditions set forth herein.
 - B. Any and all uses of the Easement Area by TNC and its Agents shall be at their sole risk and expense. During the term of this Easement, TNC shall name the City as an additional insured on TNC's insurance policy with at least \$1,000,000 of hazard and liability insurance, written on an occurrence basis, for the duration of the Project. TNC agrees to indemnify and hold harmless the City from and against any and all claims, damages, liabilities, or losses resulting from or arising from any activities of TNC, its Agents, employees, or persons entering the Premises at its request or direction.

- C. TNC shall provide the City with written notice at least two weeks prior to the date on which it intends to enter the Easement Area to commence work on the Project. All work performed by TNC and its Agents within the Easement Area shall be completed in accordance with applicable law and one or more permits issued by the City of Bridgeport Building Department (the "Permits").
 - D. Subject to the City's prior written consent, not to be unreasonably withheld, and to any applicable permitting and regulatory requirements, TNC may cut and remove selected vegetation and debris on the Premises that in TNC's reasonable discretion may injure, endanger or interfere with the safe and proper completion of the Project.
 - E. Except as specifically provided otherwise herein, in the event of any damage to the Premises, including the Easement Area, caused by TNC's or its Agents' activities in the Easement Area, TNC shall restore the Premises to substantially the condition that existed prior to the commencement of the Project. Notwithstanding the foregoing, the City acknowledges and agrees that TNC shall not be required to replace any mature trees and/or vegetation removed as part of the Project with like-sized and/or aged vegetation. In no event shall the carrying out of the Project, or any component thereof, in accordance with the specifications attached as Exhibit B be deemed to be damage subject to restoration required by this Section.
 - F. This Easement shall terminate 14 days after the Project is considered completed by the parties, or October 1, 2019, whichever is earlier.
 - G. It is the understanding of the parties that the Project will be initiated in June 2019 and that substantial completion of construction activities will be completed by August 20, 2019.
 - H. This Easement shall be governed by and construed in accordance with the laws of the State of Connecticut; may not be amended or modified except pursuant to a written amendment signed by the parties; and shall be binding upon and inure to the benefit of the parties and their successors and assigns.
3. Notice. Written notice may be delivered by commercial receipted delivery service to the address provided in the head paragraph of this Temporary Construction Easement, by hand or by email. Email to the City shall be sent to: _____. Email to TNC shall be sent to: Drew.goldsman@tnc.org.

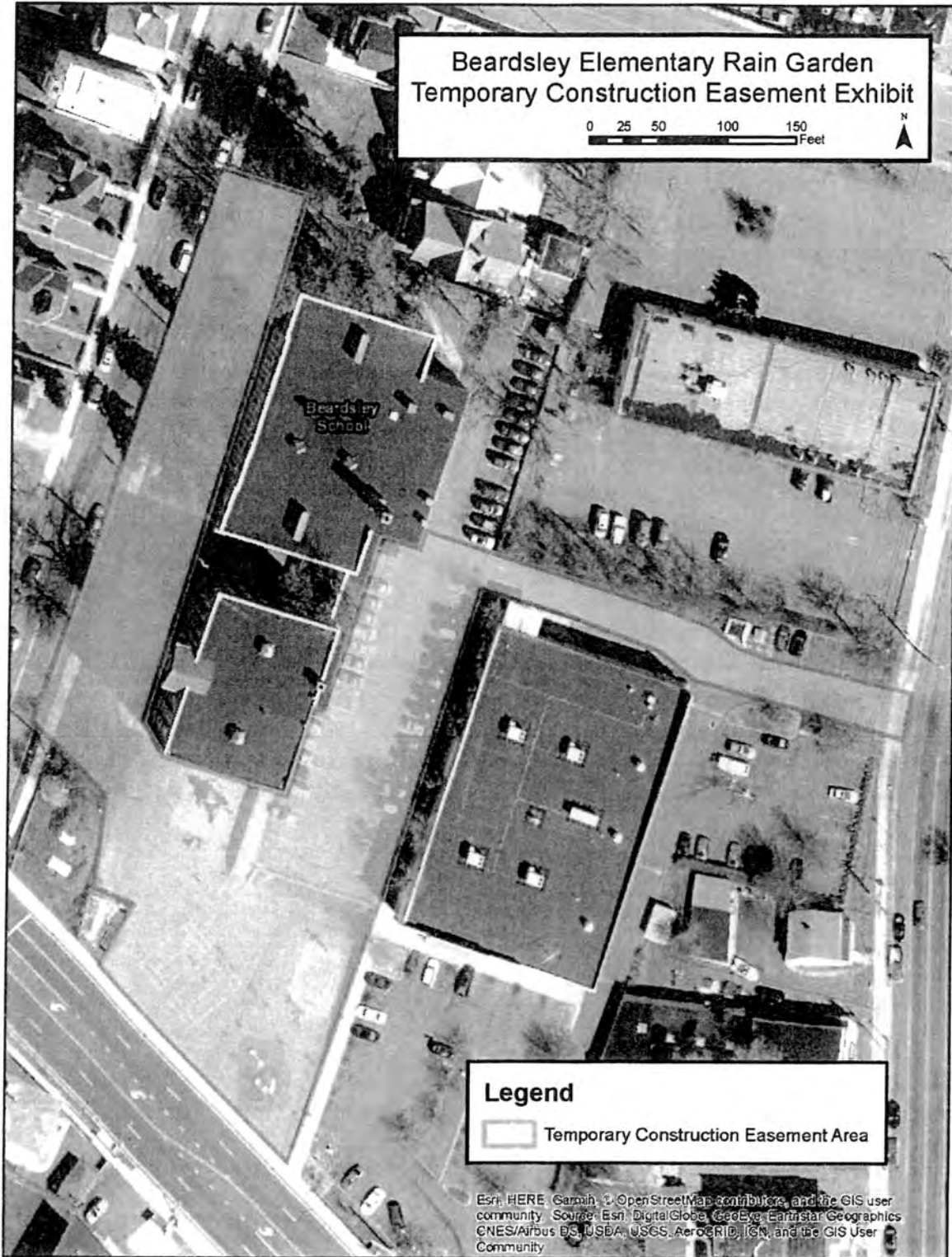
EXHIBIT A
Description of Premises

*Beardsley Elementary School
500 Huntington Road
Bridgeport, Connecticut 06610*

EXHIBIT B

Please see attached plans titled "Beardsley School" dated April 10, 2018.

EXHIBIT C





WATER POLLUTION CONTROL AUTHORITY
for the City of Bridgeport

695 Seaview Avenue • Bridgeport, Connecticut 06607-1628
Telephone (203) 332-5550 • Fax (203) 576-7005

Lauren McBennett Mappa, P.E.
General Manager

**COMM. #65-18 ACCEPTED AND MADE PART OF THE RECORD
ON 04/15/2019**

MEMORANDUM

DATE: April 2, 2019
TO: Lydia N. Martinez, City Clerk
FROM: Lauren M Mappa, P.E. General Manager *Lauren M Mappa*
RE: City of Bridgeport Water Pollution Control Authority
Proposed Budget for Fiscal Year 2019-2020

Attached are 21 copies of the City of Bridgeport Water Pollution Control Authority's Proposed Budget for the Fiscal Year 2019-2020. We are filing at your office pursuant to Water Pollution Control Authority Bridgeport City Ordinance, Section 13.04-220. Please distribute to copies to the Common Council members.

Attachments

RECEIVED
CITY CLERKS OFFICE
19 APR -2 AM 9:34
CITY CLERK

Debt Services payments on loans and bonds increased by \$400,000 from the prior fiscal year.

Operating reserves are unchanged but may be needed for any increased cost beyond contractual amounts for sludge disposal, chemical costs and equipment repairs.

The Revenue area has changed versus last year in the following areas:

Total anticipated Bridgeport sewer user revenue is expected to remain unchanged for the Fiscal Year 2019-2020.

Total Trumbull revenue is anticipated to increase by \$60,000 due to the decrease in the discount per the agreement. For the 2019-2020 Fiscal year the discount is 5%.

The collection rate on accounts receivables has remained unchanged from last fiscal year holding at 96 percent.

Revenues from outside communities are expected unchanged water usage.

Septic revenues are higher by \$180,000 due to an increase in ticket prices for Fiscal 2020.

This budget includes \$1,235,000 new bond funds to cover capital expenditures since the City issued Bonds in the Spring of 2020.

Attachments

**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT**

PROPOSED BUDGET

FISCAL 2019/2020

MARCH 25, 2019

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**WATER POLLUTION CONTROL AUTHORITY
FOR THE CITY OF BRIDGEPORT
FISCAL 2019-2020 PROPOSED BUDGET**

	PROPOSED FY 2020 BUDGET	PROPOSED FY 2020 BUDGET
REVENUES:		
BRIDGEPORT	\$29,602,363	\$29,602,363
OUTSIDE COMMUNITIES	6,847,801	6,847,801
INTEREST ON INVESTMENTS	17,000	17,000
SEPTIC TICKET REVENUE	1,365,000	1,365,000
OTHER REVENUE	21,908	21,908
BOND REVENUE-CAPITAL PROJECTS	1,275,000	1,275,000
ARREARAGE COLLECTIONS	1,933,857	1,933,857
TOTAL REVENUES	\$41,062,929	\$41,062,929
EXPENSES:		
OPERATIONS, MAINTENANCE & MANAGEMENT		
SERVICES AGREEMENT	\$26,358,596	26,358,596
UTILITIES	2,615,000	2,615,000
ADMINISTRATION	2,204,643	2,204,643
COLLECTION SYSTEM REHABILITATION	1,404,330	1,404,330
NITROGEN PAYMENT	0	0
CITY OVERHEAD COSTS	475,000	475,000
COLLECTION FEES	300,000	300,000
DEBT SERVICE-BONDS	416,437	416,437
STATE LOAN RESERVE FUNDING	4,890,285	4,890,285
EQUIPMENT & VEHICLES	650,000	650,000
BAD DEBT RESERVES	1,498,637	1,498,637
OPERATING RESERVE	250,000	250,000
TOTAL EXPENSES	\$41,062,929	\$41,062,929

The approved usage fee and rates are as follows:

Sewer Use Per Hundred Cubic Feet(CCF)or 748 Gallons	\$5.975	\$5.975
Industrial Biological Oxygen Demand Surcharge per Pound	\$0.48	\$0.48
Industrial Total Suspended Solids Surcharge per Pound	\$0.43	\$0.43

Sewer Connection Permit Fee (New Connections):

Sanitary-Single Family Dwelling	\$125
Sanitary-Multiple Family Dwelling(up to 4 units)	\$200
Sanitary-Multiple Family Dwelling(5 or more units) additional charge per unit over 4	\$50
Sanitary-Commercial/Industrial Building	\$275
Storm Sewer(Residential per connection)	\$125
Storm Sewer(Commercial/Industrial per connection)	\$275

NEW A/C#	ACCOUNT DESCRIPTION	2015/2016 ACTUAL	2016/2017 ACTUAL	2017/2018 ACTUAL	2018/2019 MODIFIED BUDGET	2018/2019 ESTIMATE	2019/2020 PROPOSED BUDGET
DEPT. 400 - ADMINISTRATION							
1000	SALARIES	655,082	560,291	608,314	732,892	605,840	752,572
1140	LONGEVITY	6,375	5,738	3,950	3,375	2,175	2,325
1108	OVERTIME	16,747	8,082	8,509	25,000	8,500	25,000
2000	BENEFITS	195,639	206,780	271,587	419,580	269,705	434,530
3605	SEMINAR,CONF. FEES & MEMBERSHIPS	1,149	804	420	2,300	2,070	2,300
3705	ADVERTISING	2,923	2,283	3,232	8,500	7,500	8,500
3720	TELEPHONE	2,528	2,515	1,938	3,500	2,550	3,500
3905	REIMBURSED TRAVEL	1,755	1,823	1,840	2,500	1,900	2,500
4020	COMPUTER PARTS	35	1,067	0	500	250	500
4555	COMPUTER SUPPLIES	441	1,182	0	1,600	1,200	1,600
4550	COMPUTER SOFTWARE	0	0	0	1,200	75	1,200
4610	DIESEL FUEL	37,618	41,936	47,425	120,000	47,000	120,000
4615	GASOLINE FOR VEHICLES	52,246	57,364	57,687	105,200	59,000	105,200
4675	SUPPLIES-OFFICE	2,381	1,895	2,914	3,000	1,950	3,000
4680	PERMITS(NPDES)	7,680	6,825	7,217	8,400	7,000	8,400
4705	SUBSCRIPTIONS	0	0	0	300	250	300
4725	POSTAGE DIRECT	0	376	0	2,500	1,500	2,500
4745	SAFETY EQUIPMENT	0	0	0	800	400	800
5055	COMPUTER EQUIPMENT	0	531	335	7,500	3,500	7,500
5150	OFFICE EQUIPMENT	120	394	750	750	370	750
5155	EQUIPMENT RENTAL	1,849	2,078	2,093	2,500	1,950	2,500
5530	OFFICE FURNITURE	0	1,342	1,365	3,750	500	3,750
6010	ENGINEERING SERVICES	236,099	220,970	262,423	400,000	540,000	400,000
6010	MS4 WATER QUALITY CONSULTANT				25,000		25,000
6010	COST OF SVC Study				35,000		35,000
6055	COMPUTER SERVICES	500	106	1,077	3,500	500	3,500
6065	COMMUNICATION EQUIP-M&R	12,855	926	13,256	14,500	8,700	14,500
6100	AUDIT FEES	16,000	16,000	16,000	16,000	16,000	16,000
6110	BILLING SERVICES	4,541	15,951	0	3,400	3,400	3,400
6130	LEGAL SERVICES	218,649	218,421	55,715	275,000	100,000	275,000
6175	M & R EQUIP.-OFFICE EQUIP	1,350	1,818	2,037	2,250	1,560	2,250
6180	OTHER SERVICES	11,550	98,766	49,994	65,000	53,000	65,000
6200	PRINTING-IN HOUSE	1,370	(890)	684	2,000	432	2,000
6225	SECURITY SERVICES	3,234	(3,974)	3,389	3,400	3,400	3,400
7005	CONTINGENCY	0	78,100	87,489	100,000	100,000	100,000
8801	GASOLINE& DIESEL/ RECOVERY	(89,864)	(99,300)	(105,112)	(225,200)	(106,000)	(225,200)
8803	M & R EQUIP. & SECURITY-RECOVERY	0	0	0	(8,934)	0	(8,934)
9015	PRINTING SERVICES	1,278	0	140	4,500	3,500	4,500
2278	WORKERS COMPENSATION	0	0	0	0	3,000	0
TOTAL DEPT 400		1,402,128	1,450,199	1,406,668	2,171,063	1,752,677	2,204,643

A/C #	ACCOUNT DESCRIPTION	2015/2016 ACTUAL	2016/2017 ACTUAL	2017/2018 ACTUAL	2018/2019	2018/2019	2018/2019
					MODIFIED BUDGET	ESTIMATE	PROPOSED BUDGET
DEPT. 401- WPCA OTHER							
4625	NATURAL GAS	90,420	87,518	113,045	140,000	97,000	140,000
3130	ELECTRICITY	2,449,963	2,385,094	2,133,596	2,375,000	2,525,000	2,475,000
3210	DEBT SVC-INTEREST '07-CITY BONDS	5,775	5,775	1,238	0	0	0
3205	DEBT SVC-PRINCIPAL '07-CITY BONDS	55,000	55,000	60,000	0	0	0
3210	DEBT SVC-INTEREST '09-CITY BONDS	88,274	88,274	81,128	76,982	81,317	72,555
3205	DEBT SVC- PRINCIPAL- '09 CITY BONDS	76,800	76,800	81,317	84,028	81,128	86,964
3210	DEBT SVC-INTEREST 2010-CITY BONDS	12,137	12,137	11,198	10,640	11,198	10,030
3205	DEBT SVC- PRINCIPAL- 2010 CITY BONDS	18,815	18,815	19,690	20,237	19,690	20,893
3210	DEBT SVC-INTEREST 2012-CITY BONDS	68,516	68,516	62,628	59,461	62,628	56,134
3205	DEBT SVC- PRINCIPAL- 2012 CITY BONDS	57,452	57,452	63,324	66,548	63,324	69,887
3210	DEBT SVC-INTEREST 2016-CITY BONDS			48,509	39,419	48,507	38,897
3210	DEBT SVC-PRINCIAL 2016-CITY BONDS						20,866
3210	DEBT SVC-INTEREST 2017-CITY BONDS				40,211	0	40,211
3210	DEBT SVC-PRINCIPAL 2017-CITY BONDS						0
7950	BAD DEBTS & ADJUSTMENTS	366,225	(37,384)	(254,900)	1,557,589	1,600,000	1,498,637
3301	CITY ADMIN. ALLOCATION	475,000	475,000	475,000	475,000	475,000	475,000
6060	SEWER REHABILITATION	1,040,755	620,664	1,404,330	1,404,330	1,450,000	1,404,330
4365	COLLECTION EXPENSE	316,423	321,343	300,000	300,000	322,000	300,000
	STATE LOAN FUNDING RESERVE	6,001,543	4,969,590	4,631,418	4,480,000	4,631,418	4,890,285
4324	OPERATIONS, MAINTENANCE					0	0
	& MGT SERVICES AGREEMENT	25,809,938	25,467,243	25,250,691	25,702,965	25,324,563	26,358,596
4324	NITROGEN Crdit			170,000	170,000	0	0
4324	OPERATING RESERVES	0	0	0	250,000	250,000	250,000
6170	ROOFS				350,000	0	0
6170	VEHICLES	33,300	0	0	520,000	278,000	0
6170	MS 4 MAPING			57,500	250,000		150,000
6170	EQUIPMENT	180,123	77,929	351,623	430,000	362,000	0
6170	AIR SYSTEM			143,500	150,000	125,000	150,000
6170	EQUIPMENT M&R	370,277	96,737	96,737	260,000	433,500	350,000
	TOTAL DEPT 181-OTHER	37,516,737	34,846,503	35,301,570	39,212,410	38,241,273	38,858,285
	TOTAL EXPENSES	38,918,865	36,296,702	36,708,239	41,383,473	39,993,950	41,062,929

PERSONNEL SHEET

SCHEDULE A

FISCAL 2020 PRELIMINARY BUDGET
 SALARY AND BENEFITS
 DIVISION: 180 ADMIN OFFICE
 03/25/19

G/L ACCT 56100 G/L ACCT 51400 G/L ACCT 51600 G/L ACCT 52000

PROJECTED

Job Code UNION ANNUAL SALARY LONGEVITY OVERTIME BENEFITS GRAND TOTAL

GENERAL MANAGER	S	151,898.82	0.00	47,753.20	199,652.02
DIRECTOR OF FINANCE	S	96,435.76	0.00	16,133.97	112,569.72
ACTING MGR TRMT & FIELD OPS	S	126,154.95	1,200.00	52,654.40	180,009.35
RESIDENT ENGINEER	S	40,575.60	0.00	23,382.58	63,958.18
CONSTRUCTION INSPEC	S	63,359.54	0.00	42,380.46	105,740.01
SUPERVISOR-CSO	S	26,719.57	0.00	20,521.31	47,240.89
CIVIL ENGINEER 1	S	83,850.83	0.00	22,586.02	106,436.85
TYPIST 2	G	44,845.24	0.00	18,020.91	62,866.15
ACCTG CLERK 2	G	69,285.27	1,125.00	43,955.26	114,365.54
COLLECTION AIDE (Note 1)	G	49,445.97	0.00	17,863.42	67,309.39
NUMBER OF EMPLOYEES:	10	752,571.56	2,325.00	305,251.53	1,060,148.09
Sub-total					

25,000.00

25,000.00

OVERTIME:
 ADD'L BENEFITS ON BUDGETED

OVERTIME 13.00%
 MERF 1.45%
 MEDITAX 6.20%
 FICA TAX
 Retirement medical

752,571.56	2,325.00	25,000.00	434,530.43	1,214,426.99
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Note 1: Works at City attorney's office

Merf 104,709.30
 Medicare 11,274.79
 FICA 8,292.30
 Life Ins 579.60
 Health Ben 309,674.44

434,530.43

SCHEDULE B

BASE ANNUAL CONTRACT AMOUNT:

\$26,608,596

FIRST CPI ADJUSTMENT BASED ON PERCENT CHANGE IN CPI FROM STARTING DATE OF CONTRACT (December 31, 2013)
NEXT ADJUSTMENT BASED ON COMPARISON WITH CPI INDEX AS OF JUNE 30, 2018 VS JUNE 30, 2019
(MINIMUM CPI ADJUSTMENT IS 2.5% PER CONTRACT YEAR)

Budget Year	Time Period	Contract Year	Contract Amount	Prior Yr CPI Adjusted Contract Amount	Minimum CPI Rate Adj.	Annual CPI Dollar Adjustment	Contract Fee Budget Year Cost
2014	01/01/14-6/30/14	1	\$11,459,683				\$11,459,683
2015	07/01/14-6/30/15	2	\$22,919,366	\$23,285,617	1.5980%	\$366,251	\$23,285,617
2016	7/01/15-6/30/16	3		\$23,867,758	2.5000%	\$582,140	\$23,867,758
2017	7/1/16-6/30/17	4		\$23,867,758	2.5000%	\$596,694	\$24,464,452
2018	7/1/17-6/30/18	5		\$24,464,452	2.5000%	\$611,611	\$25,076,063
2019	7/1/18-6/30/19	6		\$25,076,063	2.5508%	\$639,640	\$25,715,703
2020	7/1/19-6/30/20	7		\$25,715,703	2.5000%	\$642,893	\$26,358,596

Contract fee for Fiscal 2020

\$26,358,596

Additional chemical cost for Fiscal 2020

\$250,000

Total Contract cost for Fiscal 2020

\$26,608,596

NORTHEAST URBAN
ALL ITEMS NOT SEASONALLY ADJUSTED
CPI SERIES: ccurr0100sea0

CPI STARTING POINT

INDEX DATE	CPI	INDEX CHANGE VS	CPI PERCENT CHANGE VS	CPI PERCENT CHANGE USED FOR FEE ADJ EFFECTIVE
Dec 31, 2013	249.567			
June 30, 2014	253.555	3.988	1.5980%	7/1/2014
June 30, 2015	253.626	0.071	0.0280%	7/1/2015
June 30, 2016	255.471	1.845	0.7274%	7/1/2016
June 30, 2017	259.335	3.864	1.5125%	7/1/2017
June 30, 2018	265.950	6.615	2.5508%	7/1/2018

INDEX DATE	CPI	Vs 6/30/18	Vs 6/30/18
Feb 28, 2019	266.706	0.7560	0.2915%

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS
 SPENDING AND SOURCE OF FUNDING

SCHEDULE C

11
 TOTAL PROJECT COSTS

ACTUAL SPENDING AS OF 6/18
 FY 2019 ESTIMATE
 FY 2020 BUDGET
 FY '21 LTP
 FY '22 LTP
 FY '23 LTP
 FY '24 LTP
 FY '25 LTP
 FY '26 LTP
 FY '27 LTP

CSO H DESIGN CWF 621D
 LOANS
 GRANTS

1,260,771
 1,236,439
 2,497,210

CSO H CONSTRUCTION CWF 621C (H-1 & H-2)
 LOANS
 GRANTS

3,956,483
 3,933,371

CSO H CONSTRUCTION CWF 628C
 LOANS
 GRANTS

7,456,209
 7,438,197
 14,894,406

CSO H CONSTRUCTION CWF 681C
 LOANS
 GRANTS

1,345,848
 1,339,796
 2,685,644

CSO H 3 CONSTRUCTION CWF 706D/C
 LOANS
 GRANTS

1,472,108
 1,472,108
 2,944,217

CSO H 4 CONSTRUCTION CWF
 LOANS
 GRANTS

723,959
 716,459
 1,440,419

CSO H 5 CONSTRUCTION CWF
 LOANS
 GRANTS

913,700
 913,700
 1,827,400

CSO H 6 CONSTRUCTION CWF
 LOANS
 GRANTS

1,750,000
 1,750,000
 3,500,000

CSO PROJECTS- LONG TERM CONTROL PLAN
 DESIGN & CONSTRUCTION
 STAGE 1- DESIGN(ASH CREEK)

LOANS
 GRANTS

1,500,000
 1,500,000

STAGE 1- CONSTRUCTION
 LOANS
 GRANTS

250,000
 250,000
 3,500,000

STAGE 2-WQCT
 LOANS
 GRANTS

350,000
 350,000

MAJOR CONSTRUCTION AND REHABILITATION PROJECTS

SCHEDULE C

INFLOW AND INFILTRATION

MITIGATION-NON CSO

PIPE LINING- CWF 625CSL

LOANS	1,672,257
LOCAL SHARE	153,686
TOTAL	1,825,943

ACTUAL SPENDING AS OF 6/18	1,672,257
ESTIMATE	153,686
BUDGET	1,825,943

PUMP STATION & SIPHONS

DESIGN CWF 102CSL LOANS	428,000
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TOTAL PROJECT COSTS	428,000
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CONSTRUCTION CWF102CSL

PHASE 1 LOANS	4,180,318
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TOTAL PROJECT COSTS	4,180,318
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PHASE 2 & 3

LOCAL SHARE (BOND FUNDS)
LAKE FOREST BCH & SEQUOIA RD

ACTUAL SPENDING AS OF 6/18	824,570
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TOTAL PROJECT COSTS	824,570
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CWF 213CSL LOANS

WALLER RD & LAKESIDE DR

ACTUAL SPENDING AS OF 6/18	3,115,301
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TOTAL PROJECT COSTS	3,115,301
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TOTAL PUMP STATIONS

LOANS-CWF	7,723,619
LOCAL SHARE(BONDS)	824,570
TOTAL	8,548,189

ACTUAL SPENDING AS OF 6/18	FY 2019 ESTIMATE	FY 2020 BUDGET	FY '21 LTP	FY '22 LTP	FY '23 LTP	FY '24 LTP	FY '25 LTP	FY '26 LTP	FY '27 LTP	TOTAL PROJECT COSTS
7,723,619	0	0	0	0	0	0	0	0	0	7,723,619
824,570	0	0	0	0	0	0	0	0	0	824,570
8,548,189	0	0	0	0	0	0	0	0	0	8,548,189

TOTAL LOCAL SHARE

TOTAL LOANS	2,735,525
TOTAL GRANTS	130,564,176
TOTALS-ALL PROJECTS	133,299,701

TOTALS-ALL PROJECTS

ACTUAL SPENDING AS OF 6/18	FY 2019 ESTIMATE	FY 2020 BUDGET	FY '21 LTP	FY '22 LTP	FY '23 LTP	FY '24 LTP	FY '25 LTP	FY '26 LTP	FY '27 LTP	TOTAL PROJECT COSTS
2,735,525	6,832	5,988	0	0	0	0	0	0	0	2,748,345
130,564,176	2,683,212	10,497,659	10,963,700	12,750,000	20,600,000	22,100,000	9,250,000	9,250,000	1,750,000	230,398,747
69,328,574	1,891,446	4,477,478	5,363,700	7,750,000	10,600,000	12,100,000	4,250,000	4,250,000	1,750,000	121,761,198
202,618,274	4,581,490	14,981,126	16,327,400	20,500,000	31,200,000	34,200,000	13,500,000	13,500,000	3,500,000	354,908,290

(STATE CLEAN WATER FUND LOAN RETIREMENT FUNDING)
 WATER POLLUTION CONTROL AUTHORITY
 RESERVE FOR CAPITAL IMPROVEMENTS
 (STATE CLEAN WATER FUND LOAN RETIREMENT FUNDING)

NO. OF YEARS TO MATURITY FOR FUNDING AT 7/1/19 SCHEDULE D ESTIMATED FUNDING 15

ACTIVE OR FUTURE PROJECTS	ACTUAL BORROWED AS OF 08/18	ESTIMATED BORROWINGS						TOTAL BORROWING	NO. OF YEARS TO MATURITY FOR FUNDING AT 7/1/19	SCHEDULE D ESTIMATED FUNDING					
		FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24			FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	
LOW LEVEL NITROGEN PROJECT-DESIGN LOAN			200,000	400,000	0	0	0	600,000	21	22,325	22,325	22,325	22,325	22,325	
SLUDGE PROCESSING PROJECT-DESIGN LOAN			200,000	200,000	400,000	0	0	800,000	22	29,694	29,694	29,694	29,694	29,694	
EAST AND WEST TREATMENT PLANTS SLUDGE PROCESSING PROJECT-CONSTRUCTION LOAN -3 TO 4 YEAR PROJECT				7,500,000	7,500,000	7,500,000	7,500,000	30,000,000	24	0	1,304,348	1,304,348	1,304,348	1,304,348	
TOTAL TREATMENT FACILITIES			400,000	8,100,000	7,900,000	15,000,000	15,000,000	53,900,000	24	625,000	625,000	625,000	625,000	625,000	
CSO H CONSTRUCTION CWF 628C LOANS H-3 thru H-5	0	0	0	0	0	0	0	0	20	0	0	0	0	0	
CSO H COMPLETION CONSTRUCTION CWF 681C LOANS	1,346,148	918,952	0	0	0	0	2,265,100	0	20	0	0	0	0	0	
CSO H COMPLETION CONSTRUCTION CWF 706DC LOANS	1,472,108	723,960	723,960	0	0	0	2,920,027	0	21	139,049	139,049	139,049	139,049	139,049	
TOTAL PROJECT CSO H	2,818,256	1,642,912	723,960	0	0	0	5,185,127	0	21	217,542	217,542	217,542	217,542	217,542	
CSO PROJECTS- LONG TERM CONTROL PLAN LOANS															
STAGE 1- DESIGN			1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	6,000,000	23	65,217	65,217	65,217	65,217	65,217	
STAGE 1- CONSTRUCTION			250,000	250,000	250,000	250,000	1,000,000	24	68,182	68,182	68,182	68,182	68,182		
STAGE 1- CONSTRUCTION			3,500,000	3,500,000	3,500,000	3,500,000	14,000,000	24	145,833	145,833	145,833	145,833	145,833		
STAGE 1- CONSTRUCTION			2,000,000	2,000,000	2,000,000	2,000,000	8,000,000	22	152,174	152,174	152,174	152,174	152,174		
STAGE 2- WQT				350,000	350,000	350,000	1,050,000	23	15,217	15,217	15,217	15,217	15,217		
STAGE 3- DESIGN- CEDAR CREEK & WQT				250,000	250,000	250,000	750,000	24	10,417	10,417	10,417	10,417	10,417		
STAGE 3- DESIGN				1,250,000	1,250,000	1,250,000	3,750,000	23	64,348	64,348	64,348	64,348	64,348		
STAGE 3- CONSTRUCTION				250,000	250,000	250,000	750,000	23	11,364	11,364	11,364	11,364	11,364		
STAGE 3- CONSTRUCTION				1,500,000	1,500,000	1,500,000	4,500,000	22	68,182	68,182	68,182	68,182	68,182		
STAGE 3- DESIGN-ASH CREEK STORAGE				350,000	350,000	350,000	1,050,000	22	15,909	15,909	15,909	15,909	15,909		
STAGE 4- DESIGN-RELEIF INTERCEPTOR				250,000	250,000	250,000	750,000	23	10,870	10,870	10,870	10,870	10,870		
STAGE 4- DESIGN				1,500,000	1,500,000	1,500,000	4,500,000	22	68,182	68,182	68,182	68,182	68,182		
TOTAL PROJECT-LT CONTROL PLAN			1,750,000	5,250,000	5,600,000	5,350,000	17,950,000	0	787,673	787,673	787,673	787,673	787,673		
CSO RETIREMENT FUND ADJUSTMENT															
TOTAL ACTIVE PROJECTS	2,818,256	1,642,912	2,873,960	13,350,000	13,500,000	20,350,000	15,000,000	77,035,127		269,561	269,561	269,561	269,561	269,561	

INTEREST CALCULATIONS
FOR STATE DEBT RESERVE FUNDING
ACTIVE PROJECTS SCHEDULE D 16

FY 19-20 FY 20-21 FY 21-22 FY 22-23 FY 23-24

ACTIVE PROJECTS

LOW LEVEL NITROGEN PROJECT-DESIGN

BORROWINGS: -30,000 -30,000 -30,000 -30,000 -30,000
 REPAYMENTS: 510,000 480,000 450,000 420,000 390,000
 LOAN BALANCE 10,525 9,925 9,325 8,725 8,125

INTEREST 10,525 9,925 9,325 8,725 8,125

SLUDGE PROCESSING PROJECT-DESIGN

BORROWINGS: -50,000 -50,000 -50,000 -50,000 -50,000
 REPAYMENTS: 900,000 850,000 800,000 750,000 700,000
 LOAN BALANCE 18,542 17,542 16,542 15,542 14,542

INTEREST 18,542 17,542 16,542 15,542 14,542

CSO H3, H4
CONSTRUCTION CWF 628C

BORROWINGS: -396,738 -396,738 -396,738 -396,738 -396,738
 REPAYMENTS: 6,876,794 6,480,056 6,083,318 5,686,580 5,289,842
 LOAN BALANCE 141,837 133,902 125,967 118,032 110,097

TOTAL INTEREST 141,837 133,902 125,967 118,032 110,097

INTEREST CALCULATIONS
FOR STATE DEBT RESERVE FUNDING
ACTIVE PROJECTS SCHEDULE D 17

LOANS

STAGE 1- DESIGN										
BORROWINGS:	-150,000	-150,000	-150,000	-150,000	-150,000	-150,000	-150,000	-150,000	-150,000	-150,000
REPAYMENTS:	2,950,000	2,700,000	2,550,000	2,400,000	2,250,000	2,100,000	1,950,000	1,800,000	1,650,000	1,500,000
LOAN BALANCE	59,626	55,626	52,626	49,626	46,626	43,626	40,626	37,626	34,626	31,626
TOTAL INTEREST	59,626	55,626	52,626	49,626	46,626	43,626	40,626	37,626	34,626	31,626

STAGE 1- CONSTRUCTION										
BORROWINGS:	3,500,000	2,000,000	-462,500	-462,500	-462,500	-462,500	-462,500	-462,500	-462,500	-462,500
REPAYMENTS:	7,250,000	8,787,500	8,325,000	7,862,500	7,400,000	6,937,500	6,475,000	6,012,500	5,550,000	5,087,500
LOAN BALANCE	37,902	21,658	171,514	162,264	153,014	143,764	134,514	125,264	116,014	106,764
TOTAL INTEREST	112,902	162,422	171,514	162,264	153,014	143,764	134,514	125,264	116,014	106,764

LOANS

STAGE 2-WOT										
BORROWINGS:	350,000	-17,500	-17,500	-17,500	-17,500	-17,500	-17,500	-17,500	-17,500	-17,500
REPAYMENTS:	350,000	332,500	315,000	297,500	280,000	262,500	245,000	227,500	210,000	192,500
LOAN BALANCE	3,790	6,840	6,490	6,140	5,790	5,440	5,090	4,740	4,390	4,040
TOTAL INTEREST	3,790	6,840	6,490	6,140	5,790	5,440	5,090	4,740	4,390	4,040

STAGE 3- DESIGN CEDAR CREEK & WOT										
BORROWINGS:	1,250,000	-75,000	-75,000	-75,000	-75,000	-75,000	-75,000	-75,000	-75,000	-75,000
REPAYMENTS:	1,425,000	1,350,000	1,275,000	1,200,000	1,125,000	1,050,000	975,000	900,000	825,000	750,000
LOAN BALANCE	13,536	5,000	27,813	26,313	24,813	23,313	21,813	20,313	18,813	17,313
TOTAL INTEREST	18,536	27,813	26,313	24,813	23,313	21,813	20,313	18,813	17,313	15,813

STAGE 3- CONSTRUCTION										
BORROWINGS:	250,000	1,500,000	0	-87,500	-87,500	-87,500	-87,500	-87,500	-87,500	-87,500
REPAYMENTS:	250,000	1,750,000	1,662,500	1,575,000	1,487,500	1,400,000	1,312,500	1,225,000	1,137,500	1,050,000
LOAN BALANCE	2,707	16,244	5,000	34,199	32,449	30,699	28,949	27,199	25,449	23,699
TOTAL INTEREST	2,707	21,244	34,199	32,449	30,699	28,949	27,199	25,449	23,699	21,949

STAGE 3 DESIGN-ASH CREEK STORAGE										
BORROWINGS:		350,000		-17,500	-17,500	-17,500	-17,500	-17,500	-17,500	-17,500
REPAYMENTS:		350,000	332,500	315,000	297,500	280,000	262,500	245,000	227,500	210,000
LOAN BALANCE		3,790	6,840	6,490	6,140	5,790	5,440	5,090	4,740	4,390
TOTAL INTEREST		3,790	6,840	6,490	6,140	5,790	5,440	5,090	4,740	4,390

STAGE 4-DESIGN RELIEF INTERCEPTOR										
BORROWINGS:	250,000	1,500,000		-87,500	-87,500	-87,500	-87,500	-87,500	-87,500	-87,500
REPAYMENTS:	250,000	1,750,000	1,662,500	1,575,000	1,487,500	1,400,000	1,312,500	1,225,000	1,137,500	1,050,000
LOAN BALANCE	2,707	16,244	5,000	34,199	32,449	30,699	28,949	27,199	25,449	23,699
TOTAL INTEREST	2,707	21,244	34,199	32,449	30,699	28,949	27,199	25,449	23,699	21,949

CSO PROJECTS- LONG TERM CONTROL PLAN										
TOTAL INTEREST	199,268	298,977	332,179	314,229	296,279	278,329	260,379	242,429	224,479	206,529
TOTAL INTEREST ACTIVE PROJECTS										
472,372	604,561	620,848	685,984	551,119	517,254	483,389	449,524	415,659	381,794	347,929
CWF/ RETIREMENT FUND ADJUSTMENT										
472,372	604,561	620,848	685,984	551,119	517,254	483,389	449,524	415,659	381,794	347,929
TOTAL INTEREST ACTIVE PROJECTS										
944,744	1,209,122	1,241,696	1,371,968	1,102,238	1,034,533	966,778	899,048	831,318	763,593	694,858

INTEREST CALCULATIONS FOR STATE DEBT RESERVE FUNDING ACTIVE PROJECTS SCHEDULE D 17

WPCA
CAPITAL BUDGET
FISCAL 2019/2020

SCHEDULE E 18

DEPT/
ACCOUNT DESCRIPTION

SOURCE OF FUNDING
OPERATING FUNDS BOND FUNDS CWF STATE LOANS CWF STATE GRANTS TOTAL

MAJOR PROJECTS

401-56060	FACILITIES PLAN FOR THE WSTP			\$ 4,800,000	\$ 1,200,000	\$ 6,000,000
401-56060	COMBINED SEWER OVERFLOW PROJECT H CONSTRUCTION CWF 706DC			\$ 1,135,000	\$ 1,135,000	\$ 2,270,000
401-56060	SEWER REPAIRS: CONSTRUCTION/REHABILITATION PLANNED SANITARY					\$ -
	EQUIPMENT & VEHICLES					

WEST SIDE TREATMENT FACILITY

401-56170	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	\$ 175,000	\$ 250,000	\$ 175,000	\$ 250,000	\$ 175,000
	Temporary Sludge System		80,000		80,000	
	Rebuild Main Pump #4		75,000		75,000	
	Rebuild Primary Settling Tank		50,000		50,000	
	Overhaul Misc Pumps		30,000		30,000	
	AC Split System Installation Allowance		125,000		125,000	
	PCU Upgrade					

EAST SIDE TREATMENT FACILITY

	MAJOR EQUIPMENT REPLACEMENT/OVERHAUL	\$ 175,000		\$ 175,000		\$ 175,000
	Rebuild Misc Pumps		30,000		30,000	
	Rebuild Main Pump #1,4		40,000		40,000	
	Rebuild RAS Pump 4,5		40,000		40,000	
	Misc Roof Repairs		20,000		20,000	
	HAVC Upgrade		30,000		30,000	

FIELD OPERATIONS

401-55045	Gondola Truck		95,000		95,000	
	New Loader		275,000		275,000	

ADMINISTRATION

401-55055	MS 4 Mapping	\$ 150,000				\$ 150,000
TOTALS		\$ 500,000	\$ 1,140,000	\$ 5,935,000	\$ 2,335,000	\$ 9,910,000

**Planned Sewer Rehabilitation
Fiscal 2019/2020 Budget**

SCHEDULE F

Contract PL-2 Pipe lining

	Location	Pipe Size inches	Length Ft.	Unit price	Estimated cost
1	miscellaneous locations	12	240	\$54.00	\$12,960
2	miscellaneous locations	22x28	400	\$102.00	\$40,800
3	miscellaneous locations	10x15	250	\$75.00	\$18,750
4	miscellaneous locations	60x41	700	328	\$229,600
5	miscellaneous locations	50x38	600	246	\$147,600
6	miscellaneous locations	10x15	1500	75	\$112,500
7	Manual Openings	N/A	N/A	N/A	\$30,000
8	Heavy cleaning	N/A	N/A	N/A	\$230,000
9	Police Time	N/A	0	57	\$75,630
	Total PL-2		2190		\$897,840

Contract PR-2 Pipe replacement

	Location	Pipe Size inches	Length Ft or Each	Unit price	Estimated cost
1	miscellaneous locations	30	298	125	\$37,250
2	miscellaneous locations	30	850	95	\$80,750
3	Open Manholes and rebuild lining	7		20,000	\$100,000
4	Drywells	3		6,500	\$19,500
6	Mobilization (non Emergency)		6	1,600	\$9,600
7	Class B Concrete in place (Approximate)		14	200	\$2,700
8	Connect to sewer /MH		10	500	\$5,000
9	Crushed Stone in Place (Approximate) CY		800	40	\$32,000
10	Bank run gravel (Approximate)		311	40	\$12,440
11	Bituminous hot mix Paving for Replacement	32ft wide	1200	65	\$78,000
12	Bituminous hot mix 2" overlay		1500	12	\$18,000
13	Police Time	N/A	1250	57	\$71,250
14	Utility relocation	N/A			\$40,000
	Total PR-2				\$506,490
	Grand Total for PL-2 and PR-2				\$1,404,330

**Water Pollution Control Authority for
the City of Bridgeport**

Schedule G

**Schedule of Fees (other than Sewer Use)
Fiscal Year 2019-2020**

	<u>Fee Amount</u>
Sewer Connection Permit Fee (New Connections):	
Sanitary Single Family Dwelling	\$125
Sanitary Multiple Family Dwelling(up to 4 units)	\$200
Sanitary Multiple Family Dwelling(5 or more units) Additional charge per unit over 4	\$50
Sanitary Commercial/Industrial Building	\$275
Storm Sewer(Residential per connection)	\$125
Storm Sewer(Commercial/Industrial per connection)	\$275
Review and Approval of Grease Trap Plans and Specifications	\$200
Inspection Permit Fees:	
Sanitary Sewer Lateral Repair (8:00AM to 4:00PM M-F)	\$100
Sanitary Sewer Lateral Repair(Other Hours)	\$200
Special Sewer Use Billing Charge(Non-Discharge Adjustment or Special Discharge Permit)Per Invoice	\$25
Special Sewer Use Billing Charge(Non-Discharge Adjustment for residential installed irrigation systems)Per Invoice	\$3
Returned Check Fee	\$40
Sewer User Full Account History	\$2
Sewer Maps(per Sheet) Up to 3' Wide	\$5
8-1/2" x 11" to 17" per sheet	\$3
Septage Dumping(Up to 3000 Gallons)	\$300
Septage Dumping(Up to 1000 Gallons)	\$100



CITY OF BRIDGEPORT, CONNECTICUT
BRIDGEPORT FIRE DEPARTMENT

30 CONGRESS STREET, BRIDGEPORT, CT 06604 • Telephone (203) 337-2070 • Fax (203) 576-8274

RICHARD E. THODE
Fire Chief

COMM. 66-18 Ref'd to Contracts Committee on 04/15/2019.

April 8, 2019

The Honorable Lydia Martinez
City Clerk
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

Dear City Clerk and Members of the City Council,

Pursuant to and in accordance with *C.G.S. §7-430* and the collective bargain agreement between the City of Bridgeport and Fire Fighters Local 834, Robert Whitbread of the Bridgeport Fire Department, now having attained or soon to attain the age of sixty-five years or more, is requesting approval of the Bridgeport City Council to remain in the employ of the Bridgeport Fire Department for another year.

We respectfully ask that this request be referred to the Contracts Committee, wherein the individual, as well as representatives of the Department and City, will be present for questioning, and appropriate information on the physical fitness of this individual to continue in his/her position will be furnished to the Council for consideration.

Should you have any questions, please do not hesitate to contact my office at 203-337-2070.

Sincerely,

Richard E. Thode
Fire Chief

RECEIVED
CITY CLERKS OFFICE
19 APR -9 AM 10:33
CITY CLERK

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, CT 06604-4328

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

ASSISTANT CITY ATTORNEYS
Dina A. Scalo
Eroll V. Skyers
Tamara J. Titre

ASSOCIATE CITY ATTORNEYS
Michael C. Jankovsky
Richard G. Kascak, Jr.
Bruce L. Levin
John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



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

**Comm. #67-18 ACCEPTED AND MADE PART OF THE RECORD
ON 04/15/2019**

April 2, 2019

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

RECEIVED
CITY CLERKS OFFICE
19 APR -4 AM 11:09
CITY CLERK

Re: **Settlement of Claim, Enrique Burgos, et al v. Lineo Young & City of Bridgeport**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$16,500.00 payable to Minchella & Associates, LLC, Trustee, and Enrique Burgos. The action was claiming injuries sustained in a motor vehicle accident which occurred on February 8, 2016 on Boston Avenue near Bell Street between the vehicle driven by the plaintiff, Mr. Burgos, and a city plow truck driven by the defendant, Lineo Young.

Pursuant to the City Council's Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with Paralegal Amanda Keppler, who will then follow up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

R. Christopher Meyer
City Attorney

Cc: Eroll V. Skyers, Esq.
Amanda Keppler

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
R. Christopher Meyer

999 Broad Street
Bridgeport, CT 06604-4328

ASSISTANT CITY ATTORNEYS

Dina A. Scalo
Eroll V. Skyers
Tamara J. Titre

DEPUTY CITY ATTORNEY
John P. Bohannon, Jr.

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John R. Mitola
Lawrence A. Ouellette, Jr.
Tyisha S. Toms
Lisa R. Trachtenburg



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

RECEIVED
CITY CLERK'S OFFICE
19 APR -4 PM 2:59
CITY CLERK

**Comm. #68-18 ACCEPTED AND MADE PART OF THE RECORD
ON 04/15/2019**

April 3, 2019

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

Re: **Settlement of Claim, Edward Jones, Jr. v. Andrew Kudaisi, et al.**

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$18,000.00 payable to Carter Mario Injury Lawyers, Trustee for Edward Jones, Jr. The action was claiming injuries sustained when plaintiff was involved in a motor vehicle accident with our employee, Andrew Kudaisi on Boston Avenue on December 13, 2016.

Pursuant to the City Council's Ordinance Section 2.10.130, this office hereby provides notice of its intent to settle this matter in accordance with the terms set forth in said Section 2.10.130.

If you wish to discuss the details of this case or have any questions, please feel free to contact me. If I am not immediately available, please speak with my Paralegal, Shakira Simpson, who will then follow up with me. Further, if I do not hear from you within the twenty (20) day time period provided by the Ordinance, I will proceed to finalize settlement of this matter.

Very truly yours,

R. Christopher Meyer
City Attorney



JOSEPH P. GANIM
Mayor

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
OFFICE OF HOUSING & COMMUNITY DEVELOPMENT

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-7221 • Fax (203)332-5611

THOMAS GILL
Director

GINNE-RAE CLAY
Deputy Director

Comm. #70-18 Referred to ECD&E Committee on 04/15/2019

TO: Honorable Members of the Bridgeport City Council
FROM: Ginne-Rae Clay
Deputy Director, Housing and Community Development
RE: Program 45 Annual Action Plan;
Community Development Block Grant(CDBG);
Homeless Emergency Solutions Grant (HESG);
HOME Investment Partnership; and
Housing Opportunities for Persons with AIDS(HOPWA)
DATE: May 9, 2019

RECEIVED
CITY PLANNING OFFICE
19 APR 12 AM 9:30
GINNE-RAE CLAY

For the upcoming fiscal year, the U.S. Department of Housing and Urban Development (“HUD”) requires the City of Bridgeport to prepare and submit an Annual Action Plan for Program Year 45 which covers the period from July 1, 2019 to June 30, 2020. HUD requires municipalities such as Bridgeport to prepare and Annual Action Plan for the City of apply for and receive funds under the following four (4) formula grants programs: Community Development Block Grants (CDBG), Homeless Emergency Solutions Grant (HESG), Housing Opportunities for Persons with AIDS (HOPWA), and the HOME Investment Partnership Program(HOME). HUD has notified the City to anticipate the following entitlement awards for the coming fiscal year.

Community Development Block Grant Program	\$ 3,208,903
Homeless Emergency Solutions Grant Program	\$ 258,173
HOPWA	\$ 958,450
HOME	\$ 1,182,820

The City advertised the anticipated availability of funding in January 2019. The amounts listed above have recently identified as the city 2019-2020 allocations. Applications became available January 7, 2019. Program applications were accepted through February 8, 2019. The department conducted the following technical assistance workshops:

CDBG, HOPWA, ESG

CDBG

Tuesday	January 15, 2019	10:00 am – 11:30 am	999 Broad Street, OPED B
Wednesday	January 16, 2019	1:00 pm – 2:30 pm	999 Broad Street, OPED B
Thursday	January 17, 2019	10:00 am - 11:30 am	999 Broad Street, OPED B

HOPWA/ESG

Tuesday	January 15, 2019	1:00 pm – 2:30 pm	999 Broad Street, OPED B
Wednesday	January 16, 2019	10:00 am – 11:30 am	999 Broad Street, OPED B

The Citizen's Union and the Special Committee on Community Development Block Grant (CDBG) will hold two joint public hearings on May 8 and May 9, 2019 at 6:00 pm at Bridgeport City Hall, 45 Lyon Terrace in the Council Chambers. The Citizens Union is scheduled to deliberate and vote on recommendations on or about May 14, 2019. The Special Committee on Community Development Block Grant (CDBG) which will be appointed by Council President Nieves on or about Monday, April 15, 2019. The Special Committee is scheduled to deliberate and vote on about May 16, 2019. The staff of the Office of Housing and Community Development will be available at all meetings and hearings to answer questions and to provide additional information and support.

For your review, attached please find a draft resolution and a list of applicants applying for the Program Year 45 Annual Action Plan. Additional information will be provided to you as it becomes available, however, it is necessary to submit this draft resolution to you for initial consideration and referral to the Special Committee on Community Development Block Grant (CDBG), to complete the required Citizen Participation process and meet all HUD deadlines.

Thank you for your consideration

Cc: Dan Shamas, Mayor's Chief of Staff
Tom Gill, Director Office of Planning and Economic Development
Chris Meyer, City Attorney
John Gomes, Deputy CAO
Tom Gaudett, Mayor's Office

D R A F T

PROGRAM YEAR 45 ANNUAL ACTION PLAN

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOMELESS EMERGENCY SOLUTIONS GRANT PROGRAM
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS PROGRAM
HOME INVESTMENT PARTNERSHIP PROGRAM**

WHEREAS, the City of Bridgeport, Connecticut (the "City") is required to prepare and submit to the U.S. Department of Housing and Urban Development ("HUD") an *Annual Action Plan* which presents a vision statement of guidance, "to develop viable urban neighborhoods through comprehensive funding of programs that have the largest benefit to the City, and aid in the provision of a suitable living environment and expanded economic opportunities principally for low and moderate-income persons"; and

WHEREAS, the City of Bridgeport will develop a *Program Year 45 ("PY 45") Annual Action Plan* and anticipates the following allocation of federal funds from the U.S. Department of Housing & Urban Development for FY 2019-2020 and;

WHEREAS, the city has not received official notification from HUD of its annual allocation. At HUD's direction and to meet certain deadlines related to citizen participation, the City Council authorizes the Office of Housing and Community Development to use its 2018-2019 (PY44) allocation as a base to process requests for funding. Once the city receives its official allocation, the Office of Housing and Community Development is authorized to make even adjustments to all awards as dictated by the official allocation awarded to the city. The PY 45 allocation is listed below:

Community Development Block Grant Program	\$ 3,208,903
Homeless Emergency Solutions Grant Program	\$ 258,173
HOPWA	\$ 958,450
HOME	\$ 1,182,820

WHEREAS, two joint public hearings will be held, by the Citizen's Union and the Special Committee on Community Development Block Grant (CDBG) of the City Council on May 8 and May 9, 2019. The Citizen's Union is scheduled to deliberate and voted on or about May 14, 2019, and the Special Committee on CDBG is scheduled to deliberate and vote on or about May 16, 2019. The draft proposed Annual Action plan will be published on or about May 18, 2019, for a 15-day public comment period, prior to being submitted for a full council consideration. That public comment period will end on or about June 3, 2019 at noon. The final Annual Action Plan and Resolution is expected to be presented to the full City Council on June 3, 2018 and;

WHEREAS, the City Council of the City of Bridgeport will vote to accept the *PY 45 Annual Action Plan, when submitted*, as part of the City's extended *Five Year 2013-2018 Consolidated Housing and Community Development Plan* in order for the City to apply for, and receive funds under the following four formula grant programs: Community Development Block Grant ("CDBG") Program; HOME Investment Partnerships ("HOME") Program; the Homeless Emergency Solutions Grant ("HESG") Program and the Housing Opportunities for Persons with AIDS ("HOPWA") Program; and

Now, therefore be it

RESOLVED, that the Mayor of the City of Bridgeport, and/or his designee, the Director of the Office of Planning and Economic Development, is/are hereby authorized and empowered to sign the required certifications and any necessary documents and/or agreements required by the Secretary of the U.S. Department of Housing and Urban Development to accept and execute the Community Block Grant Program, Homeless Emergency Solutions Grant Program, HOME Program, Housing Opportunities for Persons with AIDS Program and to present to HUD for approval.

PY 45 Funding Requests and Allocations
 CDBG, HESG, HOPWA and HOME

App #	Agency Name	PY 45 - Request	PY45 Citizen's Union Recommendation	PY45 Special Committee Recommendations
	CDBG - Public Service			
001	COB: Dept of Youth Services-YSB Match	\$ 50,000.00		
002	COB: Police CT Against Violence (CAV)	\$ 50,000.00		
003	COB: Police Citywide Youth Fitness	\$ 50,000.00		
004	COB: Public Facilities Mayor's Conservation Corps	\$ 66,607.82		
007	COB: Public Facilities- North End Progressive Senior Summer Program	\$ 20,000.00		
008	COB: Mayor's Initiative for Reentry Affairs (MIRA)	\$ 100,000.00		
010	COB: Dept of Social Services- Utility Shut-Off Protection	\$ 20,000.00		
011	Bridgeport Organization for Youth Sports,Inc.(BOYS)- STEAMulating Young Mind	\$ 25,000.00		
012	Children in Placement- Court Appointed Volunteer Guardian ad Litem for Bridgeport	\$ 25,000.00		
013	Downtown Cabaret Theatre of Bridgeport- LMI School Free Ticket	\$ 57,600.00		
014	Bridgeport Neighborhood Trust- Empowerment Academy Homeownership Program	\$ 50,000.00		
015	Time For A Change Ministry Rehabilitation Center- Project Overcome	\$ 200,000.00		
016	Applied Behavior Rehabilitation Institute,Inc -Homes For The Brave	\$ 54,143.00		
017	Bridgeport Caribe Youth Leaders- Building Today's Youth...Tomorrow's Leaders	\$ 50,000.00		
019	March For Education Foundation- Summer Enrichment	\$ 95,744.00		
020	Central Connecticut Coast YMCA- Ralphola Taylor Community Center	\$ 35,000.00		
021	Central Connecticut Coast YMCA- South End Community Center	\$ 20,000.00		
022	Gifted Hands Boxing Association, Inc- Fighting For Better	\$ 95,934.70		
023	The Village Initiative Project,Inc- V.I.P College Prep Program	\$ 50,000.00		
027	ABCD Inc- Community Outreach Workers	\$ 112,242.00		
029	Ortiz Boxing Gym Inc,LLC- Ortiz Boxing	\$ 75,000.00		
035	Bridgeport Hope School-Expand Our Horizons	\$ 38,310.00		
037	Bridgeport Hope School- Enrichment Education	\$ 25,100.00		
039	Jerome Orrut Boys & Girls Club- After-School/Summer Program	\$ 450,213.00		
042	Hall Neighborhood House- Hall Senior Center Transportation & Defibrillator	\$ 26,850.00		
043	Hall Neighborhood House- Hall Early Learning Center Help Me Learn	\$ 45,727.44		
044	Hall Neighborhood House- Hall Youth Services Transportation & Defibrillator	\$ 25,332.00		
045	School Volunteer Association of Bridgeport,Inc- Reading Enrichment	\$ 10,350.00		
048	WeCare Community Center,Inc- Community Services Network	\$ 85,000.00		
049	Connecticut Institute for Refugees and Immigrants(CIRI)- Refugee Mentoring Project	\$ 18,644.00		

PY 45 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME

4/11/2019

App #	Agency Name	py 45 _ Request	PY45 Citizen's Union Recommendation	PY45 Special Committee Recommendations
050	Liberation Programs,Inc- Health & Wellness Center Community Room	\$ 100,000.00		
051	Liberation Programs,Inc- Bilingual Recovery Coach	\$ 100,000.00		
052	Greater Bridgeport Symphony Society- GBS Orchestral Outreach to the Elderly	\$ 19,554.00		
053	Greater Bridgeport Symphony Society: In-School Concert Program	\$ 24,880.00		
054	Mount Aery Baptist Church- Mount Aery CARE	\$ 100,000.00		
055	Urban League of Southern Connecticut-Urban Youth Empowerment Workplace Skills	\$ 25,000.00		
056	McGivney Community Center- After School Program	\$ 15,000.00		
058	Access Educational Services- STEM National Society of Black Engineers	\$ 34,000.00		
059	Restoration and Hope,Inc-Youth Music Program	\$ 50,000.00		
061	Park City Communities-Resident Services	\$ 51,000.00		
062	Park City Communities-Resident Services	\$ 37,000.00		
064	Park City Communities-PT Partners' Residents Leadership Development	\$ 57,600.00		
065	Puerto Rican Parade of Fairfield County,Inc (PRPFC)-Youth Enrichment Program	\$ 150,000.00		
067	COB: Public Facilities-East Side Senior Center-Program	\$ 85,000.00		
068	COB: Public Facilities- East Side Senior Center- Rental	\$ 100,000.00		
069	Bethel Memorial Deliverance Church Outreach-Pantry/Outreach - Incomplete	\$ 35,000.00		
071	Green Village Initiative,Inc- Community Gardens and School Gardens	\$ 25,000.00		
072	COB: Dept on Aging- Senior Citizens Program	\$ 28,960.00		
074	nOURish Bridgeport,Inc-Bridgeport Farmers Market Collaborative Public Service Total Requests	\$ 25,000.00 \$ 2,584,231.96		
	Total Public Service Funds are capped at 15% of total CDBG allocation	\$ 481,335.45	\$0.00	\$0.00
	CDBG - Public Facilities			
005	COB: Public Facilities- Ant-Littering/Park City Picking It up	\$ 95,215.00		
006	COB: Public Facilities- Beauty Bridgeport Projects	\$ 30,000.00		
009	COB: OPED - NRZ Technical Assistance Project	\$ 175,000.00		
018	Chemical Abuse Services Agency, Inc (CASA)-Recovery House Bathrooms &Parking Lots	\$ 88,400.00		
025	EnterChange Ministries Inc-The Grandview Project	\$ 183,750.00		
026	Bridgeport Economic Development Corp- East Side NRZ East Main Street Banners	\$ 19,400.00		
028	Action for Bridgeport Community Development (ABCD)-Facility Maintenance Rehab	\$ 686,293.39		
030	Career Resources Inc- Isaiah House Renovations 112 Clinton Avenue	\$ 100,000.00		

PY 45 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME

App #	Agency Name	PY 45 Request	PY45 Citizen's Union Recommendation	PY45 Special Committee Recommendations
031	Career Resources Inc- Isalah House Renovations 120 Clinton Avenue	\$ 110,000.00		
032	Career Resources Inc- Isalah House Renovations 341 Clinton Avenue	\$ 140,000.00		
033	Career Resources Inc- Isalah House Renovation 405-407 Clinton Avenue	\$ 67,000.00		
036	Bridgeport Hope School, Inc-School Renovations	\$ 52,000.00		
038	Jerome Orcutt Boys & Girls Club - Facilities Upgrades and Improvements	\$ 1,000,000.00		
040	Bridgeport Community Land Trust- Community Gardens Upkeep	\$ 21,000.00		
041	Hall Neighborhood House-Facilities Upgrade and Improvements	\$ 288,024.00		
057	McGivney Community Center-Facility Upgrades	\$ 231,320.00		
060	Bridgeport Arts + Cultural Council Inc (BACC) Project Main Street	\$ 75,000.00		
063	Park City Communities-Resident Services - Incomplete			
066	Cardinal Shehan Center- Building and Facility Upgrades and Renovation	\$ 249,498.00		
070	Second Stone Ridge Cooperative-Repair/Rebuild Walkways, Stoops,and Drainage	\$ 346,375.94		
073	Russell Temple CME Church- Streetscape Maintenance and Sidewalk Repair	\$ 75,000.00		
	Public Facilities Total Requests	\$ 4,033,276.33		
	Public Facilities Funds Awarded		\$0.00	\$0.00
	CDBG - Housing			
034	COB: Bridgeport Lead Free Families - Match to Lead Poison Prevention Grant	\$ 25,000.00		
	COB: OPED/HCD Homeowner Rehab	\$ 100,000.00		
	COB: OPED/HCD Housing Delivery Costs	\$ 175,000.00		
024	The Connection,Inc- 1187 Park Avenue Renovation	\$ 128,600.00		
047	COB: Bridgeport Fire Dept- Free Smoke Alarm Program	\$ 105,000.00		
	Housing Total Requests	\$ 533,600.00		
	Housing Funds Awarded		\$0.00	\$0.00
	CDBG - Economic Development			
046	Downtown Special Services District-Colorful Bpt Downtown Open Space Beautification - not eligible in this category	\$ 40,000.00		\$0.00
	Economic Development Total Requests	\$ 40,000.00		\$0.00
	Total Economic Development Funds Awarded			\$0.00
	Total Public Facilities/Housing/Econ. Development Requested	\$ 4,606,876.33		\$0.00

PY 45 Funding Requests and Allocations
CDBG, HESG, HOPWA and HOME

App #	Agency Name	PY 45 Request	PY45 Citizen's Union Recommendation	PY45 Special Committee Recommendations
	Total Public Facilities/Housing/Econ. Development Available for Allocation		\$0.00	\$0.00
	**Total Reprogramming Amount Available for PF/Housing (estimate)			
	Section 108 - pending final payment acknowledgement	\$ 10,000.00	-	\$10,000.00
	CDBG - Planning/Administration			
	Administration	\$ 641,780.60	-	
	Total Admin Funds Awarded	-		\$0.00
	Total CDBG Funding Awarded			\$2,567,122.40
	Total CDBG ADMIN			\$641,780.60
	To Be Awarded			
	Total CDBG Allocation			\$3,208,903.00
	HESG - Emergency Solutions Grant			
	Street Outreach			
200	Bpt. Tabernacle Comm. Dev. Initiative- Homeless Prevention	\$ 25,800.00		
	Total Street Outreach Awarded	-	\$0.00	\$0.00
	Emergency Shelter			
	Central CT Coast YMCA - Alpha Comm. Services Families in Transition	\$ 70,000.00		
	Total Emergency Shelter Awarded	-	\$0.00	\$0.00
	CT Coalition			
	HMIS	\$ 25,000.00		
	Total HMIS Awarded	-	\$0.00	\$0.00
	Homeless Prevention			
201	City of Bpt-Social Services Dept- Emergency Rental Assist. Prog.	\$ 70,000.00		
203	Supportive Housing Works - Bpt. Homeless Prevention Fund	\$ 30,000.00		
207	Action for Bridgeport Community Development-Emergency Rental Asst.	\$ 100,000.00		
206	Action for Bridgeport Community Development-Emergency UtilityAsst.	\$ 70,000.00		
208	New Reach- Stable Families Program	\$ 14,223.00		

App #	Agency Name	PY 45 Request	PY45 Citizen's Union Recommendation	PY45 Special Committee Recommendations
	Total Homeless Prevention Awarded		\$0.00	\$0.00
	Rapid Rehousing			
202	United Way of Coastal Ffld County - Bpt. Rapid Rehousing	\$ 80,000.00		
204	The Connection Inc. - Home Works Program	\$ 50,000.00		
	Total Hp/RR Requests Received	\$ -	\$0.00	\$0.00
	HP/RR Available (35% of total after admin)	\$ -		
	Total HESG Awarded	-	\$0.00	\$0.00
	Administrative (7.5% a of allocation)	\$ -		\$19,362.98
	Total HESG Funding Allocation	-		\$258,173.00
	HOPWA - Housing Opportunities for People With HIV/AIDS			
	Recovery Network of Programs	\$ 152,527.10		
301	CASA	\$ 241,139.00		
302	Mid Fairfield Aids Project	\$ 182,231.00		
303	Catholic Charities	\$ 172,124.00		
304	Inspirica	\$ 210,415.00		
305	APEX	\$ 152,000.00		
	Total HOPWA Awarded	\$ 1,110,436.10	\$ -	\$0.00
	Administrative (3% a of allocation)			\$28,753.50
	Total HOPWA Funding Allocation			\$958,450.00
	HOME Program			
	Administration (10% of allocation)	-	-	\$118,282.00
	Total Available for Affordable Housing Development	-	-	\$1,064,538.00
	HOME Program Funding Allocation			\$1,182,820.00
	TOTAL CDBG ENTITLEMENT ALLOCATION	\$ 3,208,903.00		
	Planning and Administrative	\$ 641,780.60		
	Public Service	\$ 481,335.45		
	Section 108	\$ -		

PY 45 Funding Requests and Allocations
 CDBG, HESG, HOPWA and HOME

4/11/2019

App #	Agency Name	PY 45_ Request	PY45 Citizen's Union Recommendation	PY45 Special Committee Recommendations
	Total CDBG for Public Facilities/Housing/Econ. Dev	\$ 2,085,786.95		
	TOTAL HESG ENTITLEMENT ALLOCATION	\$ 258,173.00		
	Administrative	\$ 19,362.98		
	Total HESG to be awarded	\$ 238,810.03		
	TOTAL HOPWA ENTITLEMENT ALLOCATION	\$ 958,450.00		
	Administrative	\$ 28,753.50		
	Total HOPWA to be awarded	\$ 929,696.50		
	TOTAL HOME ENTITLEMENT ALLOCATION	\$ 1,182,820.00		
	Administrative	\$ 118,282.00		
	Total HOME to be awarded	\$ 1,064,538.00		

Item# *46-18 Consent Calendar

Grant Submission: re State of Connecticut Department of Transportation (FY18-FY23) Speed and Aggressive Driving Enforcement (#19323-#23323) Click it or Ticket Enforcement (#19326-#23326) Distracted Driving - High Visibility Enforcement (#19327-#23327).



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: April 15, 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

RECEIVED
CITY CLERKS OFFICE
19 MAY -2 AM 11:12
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *46-18 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Transportation
Speed and Aggressive Driving Enforcement (#19323-#23323)
Click it or Ticket Enforcement (#19326-#23326)
Distracted Driving- High Visibility Enforcement (#19327-#23327)**

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

WHEREAS, this funding has been made possible through the **State of Connecticut Department of Transportation**; and

WHEREAS, funds under these grants will be used to cover overtime costs of personnel during traffic enforcement details; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit applications to the **State of Connecticut Department of Transportation** to demonstrate a commitment to safer driving habits.

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

1. That it is cognizant of the City's grant applications to and contract with the **State of Connecticut Department of Transportation** for the purpose of; **Speed and Aggressive Driving Enforcement; Click it or Ticket Enforcement; Distracted Driving- High Visibility Enforcement.**
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such applications with the **State of Connecticut Department of Transportation** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

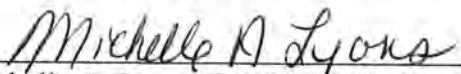


City of Bridgeport, Connecticut
Office of the City Clerk

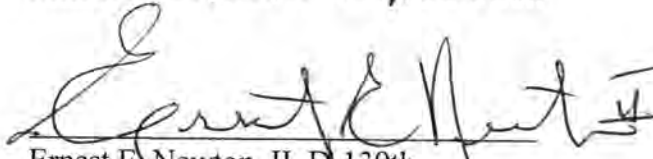
Report of Committee on **Public Safety and Transportation**
Item No. *46-18 Consent Calendar

-2-


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 Piche Langan, D-132nd


Eneida L. Martinez, D-139th


Maria I. Valle, D-137th

Item # *55-18 Consent Calendar

Agreement with WSP USA Inc. for consulting engineering services for the design of Park Avenue traffic signal upgrade. Utilizing Funding from Congestion Mitigation Air Quality (CMAQ) Program. State Project: 15-376 Federal Aid Project: 1015(136)



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: April 15, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

NOTIFIED ON MAY 2, 2019:

J. Urquidi, City Engineer

PLEASE NOTE: Mayor did not sign report

RECEIVED
CITY CLERKS OFFICE
19 MAY -2 AM 11:12
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *55-18 Consent Calendar

**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; and

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; and

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); and

WHEREAS, the City of Bridgeport has investigated the feasibility of constructing the proposed improvements and has completed the ConnDOTs Project Concept Review Process; and

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; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. *55-18 Consent Calendar

-2-

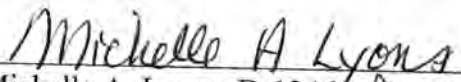
WHEREAS, the Mayor and the City Council of the City of Bridgeport will consider the concerns and comments of the residents, agencies and groups affected by the proposed project.


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.

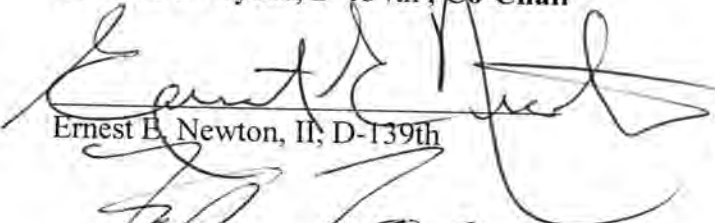
NOW THEREFORE BE IT FURTHER RESOLVED, that, based on the above information, the Mayor and the City Council of the City of Bridgeport fully supports the proposed project.


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.

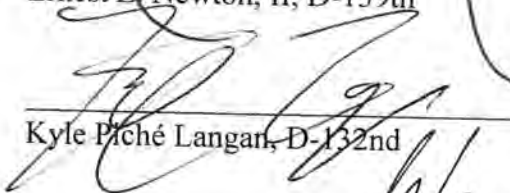
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

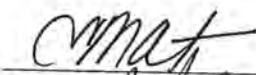

Michelle A. Lyons, D-134th, Co-Chair

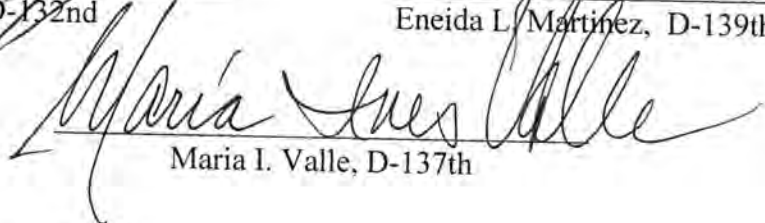

Jack O. Banta, D-131st, Co-Chair


Ernest B. Newton, II, D-139th


Karen Jackson, D-138th


Kyle Piché Langan, D-132nd


Eneida L. Martinez, D-139th


Maria I. Valle, D-137th

City Council Date: April 15, 2019



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

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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



3800 BERLIN TURNPIKE, P.O. BOX 317340
HARTFORD, CONNECTICUT 06131-7340
Phone: (860) 594-3180

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

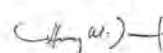
The Department of Transportation (Department) has completed its review of the scope of services and negotiation materials submitted via email on February 20, 2019 relative to the design services to be provided by WSP USA, Inc. for the subject project.

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

AGREEMENT
BETWEEN
CITY OF BRIDGEPORT
AND
WSM 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 BRIDGEPORT, acting herein by Joseph P. Canino, 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 J. Morciti, its Connecticut Area Manager, hereinafter 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 21st 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.

22. U.S. Department of Transportation, Federal Highway Administration "Bridge Inspector's Manual for Movable Bridges" 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 elevates 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&S33.
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 (DI.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 may be 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 RFIs 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 1XXX 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.

(f) Annual Audit of In-House Unit Cost Rate

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

Acquire 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 contracts or contracts", shall be construed to mean when the construction has progressed on all 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 23. PAYMENT FOR SOILS WORK AND~~

~~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 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 Consistency 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, F.B., 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 notices;

- (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, sufficiently completed shall have been accomplished when:

- (1) The subcontractor has fulfilled the contract requirements of both the Municipality and the subcontractor 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 32-92 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.~~

~~Bentley-Miscellaneous File Permit to be implemented in the Connecticut Department of Transportation.~~

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.

- (ii) Final digital mapping files shall accurately agree with the final delivered signed and sealed mylar plan original. The Original signed and sealed mylar shall be the actual final mapping product and therefore shall reflect any and all applicable 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

Item # *52-18 Consent Calendar

Approval of the De-Authorization of Projects previously
Approved for Bonding Authority.



**Report
of
Committee
on
Budget and Appropriations**

City Council Meeting Date: April 15, 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

RECEIVED
CITY CLERKS OFFICE
19 MAY -2 AM 11: 11
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *52-18 Consent Calendar

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.

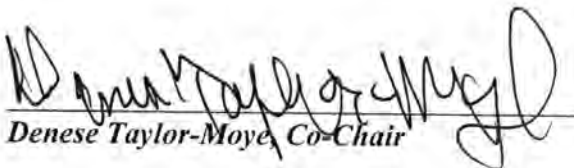


City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Budget and Appropriations
Item No. *52-18 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
BUDGET AND APPROPRIATIONS


Denese Taylor-Moye, Co-Chair

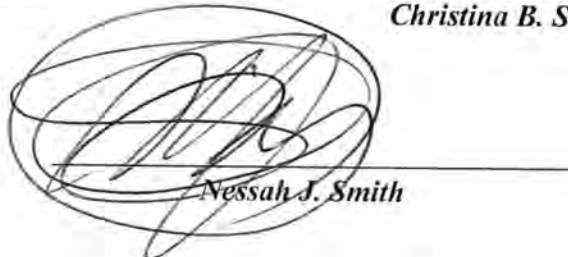

Maria Zambrano Viggiano, Co-Chair


Jeanette Herron

Mary A. McBride-Lee

Michael A. Defilippo


Christina B. Smith


Nessah J. Smith

City Council Date: April 15, 2019

Exhibit A

De-Authorized Projects

De-Authorized Projects	Existing Bonding Authority	De-Authorization Amount	New Bonding Authority
Board of Education			
<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
Sub-total	\$20,374,471	\$20,374,471	\$0

De-Authorized Projects	Existing Bonding Authority	De-Authorization Amount	New Bonding Authority
Economic Development			
<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
Sub-total	\$6,816,715	\$6,816,715	\$0
Public Facilities			
<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 & 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
Sub-total	\$13,312,523	\$13,312,523	\$0

De-Authorized Projects	Existing Bonding Authority	De-Authorization Amount	New Bonding Authority
Fire Department			
<i>7/11 Firehouse Building Rehabilitation</i>	547,404	547,404	\$0
<i>Engine 12 Firehouse Repairs</i>	205,000	205,000	\$0
Sub-total	\$752,404	\$752,404	\$0
Police Department			
<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
Sub-total	\$1,124,313	\$1,124,313	\$0
Other Departments			
<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 & 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
Sub-total	\$8,435,378	\$8,435,378	\$0
Total	\$50,815,804	\$50,815,804	\$0

Exhibit B

Authorized Projects

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

Exhibit C

Reassigned Project

Reassigned Project	Current Bonding Authority	Reassigned Bonding Authority	New Bonding Authority
Board of Education			
<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

Item # 17-18

Resolution requesting a Clean Slate Hiring Policy for the City of Bridgeport for referral to the Civil Service Commission.



Report
of
Committee
on

Public Safety and Transportation

City Council Meeting Date: April 15, 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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19 MAY -2 AM 11:12
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. 17-18

Resolution regarding the Clean Slate Hiring Policy for the City of Bridgeport

WHEREAS, a criminal record should not be a life sentence to unemployment, underemployment, and poverty; and

WHEREAS, about 13,400 people are incarcerated in the State of Connecticut currently; and

WHEREAS, about 5,000 leave prison each year and return to our communities to rebuild their lives; and

WHEREAS, 60% of people who have been incarcerated remain unemployed one year after release; and

WHEREAS, criminal records turn people into second class citizens, barring them from many professions, jobs, housing programs, and more; nearly 9 in 10 employers, 4 in 5 landlords, and 3 in 5 colleges use criminal background checks, putting employment, housing, and higher education out of reach; and

WHEREAS, on August 6, 2018 the City Council by immediate consideration passed Resolution 144-17 calling upon the Connecticut Legislature to enact "Clean Slate" legislation like that passed in Pennsylvania to remove the stigma of a past criminal record; and

WHEREAS, "Clean Slate" legislation has yet to be passed by the Legislature and many non-violent offenders who are law-abiding, otherwise qualified citizens in the City of Bridgeport are being denied employment by the City simply because of their criminal history; and

WHEREAS, when after a certain amount of time they have not recidivated, and have stayed out of trouble, those Bridgeport residents seeking employment with the City should be considered for employment based solely on their work qualifications not their past; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Public Safety and Transportation
Item No. 17-18

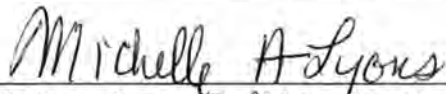
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NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council that in order to help people who have changed their lives move on from past mistakes and need a second chance that the City adopt an employment screening policy that any applicant for city employment who after 3 years for nonviolent misdemeanors, 5 years for certain nonviolent felonies, or having been free from arrest or conviction for 10 years not be automatically be disqualified for employment by the City of Bridgeport simply because of a previous criminal arrest or history

BE IT FURTHER RESOLVED, that the Public Safety and Transportation Committee at a meeting held on April 2, 2019 voted to refer Item# 17-18 to the Civil Service Commission for its review and recommendations on implementing a Clean Slate Hiring Policy for the City of Bridgeport; and

BE IT FUTHER RESOLVED, that upon review and recommendations from the Civil Service Commission the item be referred back to the Public Safety and Transportation Committee.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION



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

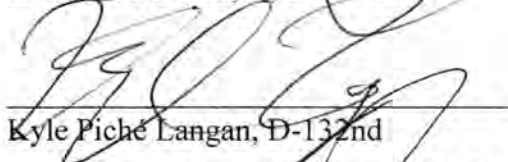


Jack O. Banta, D-131st, Co-Chair



Ernest E. Newton, II, D-139th

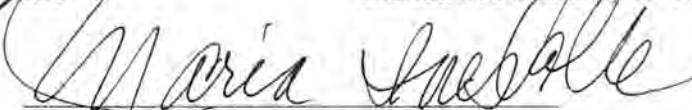
Karen Jackson, D-138th



Kyle Piché Langan, D-132nd



Eneida L. Martinez, D-139th



Maria I. Valle, D-137th

City Council Date: April 15, 2019