

AGENDA  
CITY COUNCIL MEETING  
MONDAY, MAY 20, 2019

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

Prayer

Pledge of Allegiance

Roll Call

Informational Session presented by OPED re: Neighborhood Assistance Act Tax Credit Program.

- 78-18** Public Hearing re: Proposed Resolution Authorizing Execution of an Easement Agreement for 337 Knowlton Street.

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: April 15, 2019

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 80-18** 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 Dennis Rodgers 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.
- 81-18** Communication from Mayor re: Appointment of Jenny Rosario-Mora (D) to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.
- 82-18** Communication from Mayor re: Appointment of Kyle J. LaBuff (D) to the Zoning Board of Appeals, referred to Miscellaneous Matters Committee.
- 83-18** Communication from Finance Department re: Proposed Contract with Municipal Valuation Services (MVS) for 2020 Revaluation, referred to Contracts Committee.

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

- \*77-18** Contracts Committee Report re: Professional Services Agreement with Metropolitan Council of Governments for the Administration of the Connecticut Avenue and Stratford Avenue Transportation Development and Safety Corridor Study.

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

- \*63-18** Education and Social Services Committee Report re: Resolution in Support of General Assembly Legislation SB-874 – An Act concerning Education Initiatives and Services in Connecticut and HB-7192 – An Act concerning Municipal and Regional Opportunities and Efficiencies.

**MATTERS TO BE ACTED UPON:**

- 66-18** Contracts Committee Report re: 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.
- 74-18** Contracts Committee Report re: Agreement with Bridgeport Police Local #1159 and Council 4 AFSCME, AFL-CIO regarding their Bargaining Contract.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 20, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

<b>NAME</b>	<b>SUBJECT</b>
Cecil Young 99 Carroll Avenue Bridgeport, CT 06607	Unjust Termination Cover-up.
Dasha Spell 284 Beechwood Avenue Bridgeport, CT 06604	CSMA and BOE.
John Marshall Lee 30 Beacon Street Bridgeport, CT 06605	Fiscal Governance.
Pamela Williams 91 Clearview Drive Bridgeport, CT 06606	Calvary Seventh Day Adventist Church on Trumbull Avenue.
Joseph Epps 146 Clearview Drive Bridgeport, CT 06606	Construction at Calvary Seventh Day Adventist Church on Trumbull Avenue.
Jacquelyn Cauthen Becoming D.I.V.A.S. 397 Charles Street Bridgeport, CT 06606	Teen "Veggie" Garden/Community Garden and Project Mother Boot Camp.

**CITY COUNCIL MEETING  
PUBLIC SPEAKING  
MONDAY, MAY 20, 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. Council President Nieves reviewed the rules and reminded everyone they had five minutes to address the Council.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

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

RECEIVED  
CITY CLERK'S OFFICE  
19 MAY 28 PM 2:33  
CITY CLERK

A quorum was present.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, MAY 20, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.**

**NAME**

**SUBJECT**

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

Unjust Termination Cover-up.

Mr. Young said that it was time to ban the high-speed police chases. He displayed a poster with color photos of various locations. He said that the police officers were trained to pursue rather than to communicate. It is more important to have Community Police Officers rather than ones who were trained to arrest. He said that it would be important to do real community policing so



they don't have the type of tragedies and suicides that the City has experienced in the last year or so. Mr. Young then waved a U.S. flag around and said that he has been talking about these situations for the last few years. He then displayed a white pharmacy bag and stated his wife was very sick.

**Dasha Spell**

CSMA and BOE.

284 Beechwood Avenue  
Bridgeport, CT 06604

Ms. Spell came forward and said that she was present to announce some events, one of which was a community conversation that would be taking place on May 21st with the youth. She challenged everyone to come out and support the youth.

Secondly, she said that she had come to the Council when Council Member Newton had mentioned a Community Police substation. She started the Bridgeport Collaborative for Education is now up and running.

Ms. Spell said that juvenile detention is located directly across the street from a City building, and the North Avenue jail is located near a BOE facility. The pipeline is there. People need to be educated on what the elected officials are doing.

Ms. Spell said that the Classical Studies Academy school was not limited to specific students from one area. She said the students come from all over the City and proceeded to read off all the zip codes along with the number of students that were living in those areas.

*Mr. Young came forward and threw a handful of single dollar bills, which he claimed was \$42 dollars in Council Members' seating area. Council President Nieves told him that he was out of order. Mr. Young then left the Chambers.*

**John Marshall Lee**

Fiscal Governance.

30 Beacon Street  
Bridgeport, CT 06605

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

What is more important to you at this moment? Summoning a member of the Police Department to come and assist your safety? Or is your larger concern, the future of a relation attending a public school? More likely, you have no immediate need for either police protection or academic instruction, and are dealing with other issues? Perhaps you are grateful for your blessings, doing OK?

If you are in that position as some of your constituents are, how do they follow the story of what is being done within their City, about taxes and spending? Where do folks learn about ongoing municipal issues? Where do they observe City priorities? Unfortunately, not in the Annual address to the City by the Mayor. No priorities. No conversations with City administrators. No two way conversations in public that explain why the PD gets

millions of funding every time they sign a contract and why there is no sense in the Ganim executive suite that education is a neglected part of the City landscape. I am not talking about the buildings. The Mayor shows up at buildings when the ground is broken or the ribbon needs cutting. But who provides enough revenue to operate all the spaces within the schools to assure that an attempt is made to deliver a suburban like result from gritty City kids?

The City payroll keeps uncut political patronage. You can name names, as I can. It's not a secret. Many are nice folks, but how do you describe the job they perform in a way that taxpayers see valuable? The Mayor does not do that. At budget time it is certainly not humorous. When some folks are not operating at a standard and level known to the public and that persists for years, day in and day out, with names on the lists of the 100 best paid, is it any reason that the public has stopped voting?

Across the City we are lucky to summon 30% to the polls these days. The excuses given, if asked, are: "Too busy". "Don't know enough". "They are all corrupt". "It does not do any good".

You have heard the same words I have, and a low turnout allows incumbents, friends and families to enjoy the perquisites of office without real challenge. A one party town has all the funds needed to keep real information difficult for people to obtain and City processes either secret or favorable to incumbents. That describes Bridgeport today. Doesn't it?

Within the past week I have heard two phrases new to my ears: "Civic courage" and "inherent contempt". "Inherent contempt" is the attitude and trail of evidence from those in the public square who fail to fully respect and serve their neighbor. And "civic courage" is the extra character value required for public life when you can sense, hear and see greedy, predatory and careless humans seeking to get their own needs met first.

Is it "inherent contempt" when politicians spend more time courting absentee ballots than explaining to a wider group what they are doing with public funds?

Does "civic courage" require cleaning up municipal messes left by a previous administration, rather than point at it as if a new "strong Mayor" were merely a victim?

Doesn't a "strong Mayor" have tools to investigate, identify, and solve problems, along the way letting the public know in detail how it was done?

Consultants? Competence? Communication?

The City budget grows ever larger in public safety and education stagnates. Police return to the table every year with problems managing overtime yet crime stats are reduced. Did they look for evidence of expertise in staffing, community policing and compensation in their most recent hiring? With the cutting at all levels in the Board of Ed in the past four years, thank the personnel remaining for keeping the ship afloat. How much longer can that endure? Time will tell.

**Pamela Williams**  
91 Clearview Drive  
Bridgeport, CT 06606

Calvary Seventh Day Adventist  
Church on Trumbull Avenue.

Ms. Pamela Williams came forward to speak about the construction that was going on at Calvary Seventh Day Adventist Church behind her house. Ms. Williams asked a number of questions such as when the construction came up at the Council and when the traffic study was done. She pointed out that there was a school just down the road. She asked why the neighbors were not notified and when the public hearings were held. She asked about the environmental impact on this and now her backyard was totally exposed. This has been a problem since March of last year when she got a disrespectful letter from the church and no one has been giving them any answers. She said that she was a home owner and the value of her home dropped since this project started. As a voter, she needs to elect people who care about the residents.

**Joseph Epps**  
146 Clearview Drive  
Bridgeport, CT 06606

Construction at Calvary Seventh Day  
Adventist Church on Trumbull  
Avenue.

Mr. Epps came forward and asked the following questions to the Council:

When did this construction project come up in the City Council meeting, who gave the okay and who was in attendance?

Why is it that no one is aware that Clearview Drive is all septic?

Was a traffic study done regarding Chopsey Hill Road, as we already have a school 1 block away?

Was a study done regarding the effects this construction will have on the residents in the surrounding area?

Were any public hearings held regarding this project, if so, when and why weren't the residents notified?

What effect will the blasting and construction have on our septic tanks and our home values?

Who is the contractor on the project and why weren't any signs posted on the fence?

Was an environmental impact study done, when and by whom? As we are now dealing with rodent issues, once they cleared the property of trees.

Is the Church willing to put up some sort of sound barrier as our backyards are now exposed and people are cutting through from Trumbull Avenue to our backyards?

The Church was supposed to leave a tree line. Do you consider what they did accurate?

The residents were told that it would not affect the houses across the road, but his mother's house now has cracked walls. Mr. Epps said that they had come down to City Hall to find out what was going on but couldn't get any answers. His taxes are going up.

**Jacquelyn Cauthen**  
397 Charles Street  
Bridgeport, CT 06606

Teen "Veggie" Garden/Community  
Garden Becoming D.I.V.A.S.  
and Project Mother Boot Camp.

Ms. Cauthen came forward to speak and said that she was looking for young people who would be interested in learning how to use a community garden and grow vegetables. There is no cost to anyone.

Dr. Gloria Barksdale then came forward and encouraged everyone to be either college bound or entrepreneurs. She then spoke about the Bootcamps -- Project MEETS which will start on June 24<sup>th</sup> and then run through the 28<sup>th</sup>.

### ADJOURNMENT

Council President Nieves adjourned the Public Speaking portion of the Council meeting at 7:15 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CITY COUNCIL MEETING  
MONDAY, MAY 20, 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 7:20 p.m.

**PRAYER**

Mayor Ganim requested Council Member McBride-Lee to lead those present in a prayer.

**PLEDGE OF ALLEGIANCE**

Mayor Ganim requested a Junior Council Member to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

The City Clerk called the roll.

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

A quorum was present.

**Informational Session presented by OPED re: Neighborhood Assistance Act Tax Credit Program.**

A staff member came forward and said that those who might be interested in applying should contact Mr. Max Perez in OPED. He then listed the upcoming dates for submissions.



Council Member Jackson asked how much funding the City would get. The staff member explained that the organizations would get the tax credits. Mr. Bill Coleman, the Deputy Director, came forward and said that the language used by the State refers to the municipalities, but the reality was that the credits would go to the non-profits.

There were no additional questions from the Council Members at this time.

**78-18 Public Hearing re: Proposed Resolution Authorizing Execution of an Easement Agreement for 337 Knowlton Street.**

*Mayor Ganim opened the item at 7:25 p.m.*

Mr. Coleman came forward and said that there were some photos of the property that were being passed around. He introduced the developer and gave a brief overview of the proposed project.

Mr. Shawn Olson came forward and said that he was purchasing 337 Knowlton and that he would make it more accessible to the public. He said that he was very excited about the project.

Mayor Ganim said that this item would be before the ECDCE Committee tomorrow night.

There was no one else who wished to address the Council on the easement agreement.

*Mayor Ganim closed the public hearing in 7:32 p.m.*

Council Member N. Smith requested a point of personal privilege. She said that former Council Member John Olson had been hospitalized and that he was doing well.

Council Member McBride-Lee said that there were some residents from the North End who were present and that they had concerns about their septic tanks because of the construction of a school by the Seventh Day Adventist Church. She said that it would be important to help these people keep their homes.

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: April 15, 2019**

**\*\* COUNCIL MEMBER HERRON MOVED TO APPROVE THE APRIL 15, 2019 CITY COUNCIL MINUTES.**

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

**\*\* THE MOTION TO APPROVE THE APRIL 15, 2019 CITY COUNCIL MINUTES AS SUBMITTED PASSED UNANIMOUSLY.**

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**80-18 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 Dennis Rodgeron 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.**

**81-18 Communication from Mayor re: Appointment of Jenny Rosario-Mora (D) to the Board of Assessment Appeals, referred to Miscellaneous Matters Committee.**

**82-18 Communication from Mayor re: Appointment of Kyle J. LaBuff (D) to the Zoning Board of Appeals, referred to Miscellaneous Matters Committee.**

**83-18 Communication from Finance Department re: Proposed Contract with Municipal Valuation Services (MVS) for 2020 Revaluation, referred to Contracts Committee.**

**\*\* COUNCIL MEMBER LANGAN MOVED TO REFER THE FOLLOWING COMMUNICATIONS TO COMMITTEES:**

**80-18 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 DENNIS RODGERSON 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.**

**81-18 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF JENNY ROSARIO-MORA (D) TO THE BOARD OF ASSESSMENT APPEALS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**82-18 COMMUNICATION FROM MAYOR RE: APPOINTMENT OF KYLE J. LABUFF (D) TO THE ZONING BOARD OF APPEALS, REFERRED TO MISCELLANEOUS MATTERS COMMITTEE.**

**83-18 COMMUNICATION FROM FINANCE DEPARTMENT RE: PROPOSED CONTRACT WITH MUNICIPAL VALUATION SERVICES (MVS) FOR 2020 REVALUATION, REFERRED TO CONTRACTS COMMITTEE.**

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

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

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

**\*77-18 Contracts Committee Report re: Professional Services Agreement with Metropolitan Council of Governments for the Administration of the Connecticut Avenue and Stratford Avenue Transportation Development and Safety Corridor Study.**



**\*63-18 Education and Social Services Committee Report re: Resolution in Support of General Assembly Legislation SB-874 – An Act concerning Education Initiatives and Services in Connecticut and HB-7192 – An Act concerning Municipal and Regional Opportunities and Efficiencies.**

Mayor Ganim asked if there was any Council Members who would like to remove an item from the Consent Calendar. Council Member Newton requested Agenda Item 77-18 be removed from the Consent Calendar.

**\*\* COUNCIL MEMBER LANGAN MOVED THE FOLLOWING CONSENT CALENDAR ITEM:**

**\*63-18 EDUCATION AND SOCIAL SERVICES COMMITTEE REPORT RE: RESOLUTION IN SUPPORT OF GENERAL ASSEMBLY LEGISLATION SB-874 – AN ACT CONCERNING EDUCATION INITIATIVES AND SERVICES IN CONNECTICUT AND HB-7192 – AN ACT CONCERNING MUNICIPAL AND REGIONAL OPPORTUNITIES AND EFFICIENCIES.**

**\*\* COUNCIL MEMBER JACKSON SECONDED.**

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

**77-18 Contracts Committee Report re: Professional Services Agreement with Metropolitan Council of Governments for the Administration of the Connecticut Avenue and Stratford Avenue Transportation Development and Safety Corridor Study.**

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

**\*\* COUNCIL MEMBER LANGAN SECONDED.**

Council Member Newton thanked the Economic Development Department for seeking out the grant and the proposal to return these key streets back to two-way streets.

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

**MATTERS TO BE ACTED UPON:**

**66-18 Contracts Committee Report re: 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.**

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

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

Council Member Herron gave a brief overview of the item and explained that the Committee vote on this item had not been unanimous.

**\*\* THE MOTION TO APPROVE PASSED WITH FIFTEEN (15) IN FAVOR (C. SMITH, BANTA, TAYLOR-MOYE, BROWN, LANGAN, DEFILIPPO, HERRON, MCBRIDE-LEE, ROMAN-CHRISTY, ZAMBRANO VIGGIANO, NIEVES, VALLE, JACKSON N. SMITH AND NEWTON); ONE (1) OPPOSED (VIZZO-PANICCIA) AND ONE(1) ABSTENTION (LYONS).**

**74-18 Contracts Committee Report re: Agreement with Bridgeport Police Local #1159 and Council 4 AFSCME, AFL-CIO regarding their Bargaining Contract.**

Council Member Herron said that this was passed with only one vote against it in Committee.

Council Member Langan said that he had attended the Contracts meeting and was not comfortable voting in favor of this because the letter was dated May 1st but the contract was dated May 6th. Mayor Ganim said that the Labor Relations Director assured him that it was not an issue.

Atty. Phil White came forward and said that the letter that went to the City Council Members was dated May 1st. Council Member Langan said that they had not received the full contract, just the amendment. He said that he had not received the item in its entirety. Council Member Langan cited a number of sections that he had concerns about including the fact that the police officers can receive OT counted on top of the base pay rate. Council Member Langan then spoke about the mental health of the officers and noted that this does not protect either the officers or the public. He wished to know why there was such a rush being put on the final approval of the contract.

Mayor Ganim said that these items were negotiated over a period of three years and the rush on it was due to a State statute which requires the Council to approve the contract within a certain period of time after the agreement is reached.

Council Member Newton said that these were Labor Relations negotiations and while he recognizes this is not the Council's purview, this contract went to arbitration.

Council Member Newton hoped that the City would follow other cities where they have private contractors doing the outside contract jobs. The question is how to free up the police to protect the residents of the City. It is time for the City to move into the 21st Century.

Council Member Jackson said that she had attended the meeting and did not like the fact that the police officers were being paid OT. She added that if a resident makes a complaint, nothing will be done about it for years. She said that when things go to arbitration, the City has no money. She said that they have money for the police officers, but no money for education.

Council Member Herron said that she appreciated the difficulty that Council Members have in attending the Committee meetings but questions or problems can be solved by contacting the Chairs of the Committees. She added that she reads and reviews every single contract that comes to the Contracts Committee very carefully.

Council Member Lyons said that during the last administration, the disciplinary authority was taken away from the Police Commission and given to the Police Chief.

Regarding the issue of mental health, Council Member Lyons updated Council Member Langan about the recent changes in mental health issues.

Council Member Lyons said that Council Member Herron had pointed out that the contractors are required to have the officers on site.

Council Member Taylor-Moye said that she would keep it brief. She said that they had done a lot in the last budget cycle. They had made sure to do something for the tax payers and for the schools. However, it is important to remember that the children who go to school need to be safe. While it is important to do more every year, it is critical not to do it at the expense of others.

Council Member Jackson said that she was not speaking about internal OT but outside OT work. She said that the outside contracts were non-essential. She said that she didn't appreciate the fact that she was being blasted for her opinion. This should not go to arbitration because the City has no money.

Police Officer Chuck Paris, the president of the Police Union, thanked the Council. He said that this contract has been in process for three years. He said that the Department was trying to keep the officers. Every time new officers come in, they lose experienced officers. He thanked the Council for their time regarding this contract.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 74-18 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH BRIDGEPORT POLICE LOCAL #1159 AND COUNCIL 4 AFSCME, AFL-CIO REGARDING THEIR BARGAINING CONTRACT PASSED WITH THIRTEEN (13) IN FAVOR (BANTA, TAYLOR-MOYE, BROWN, DEFILIPPO, HERRON, LYONS, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, NIEVES, VALLE, N. SMITH AND NEWTON) AND FOUR (4) OPPOSED (C. SMITH, LANGAN, ZAMBRANO VIGGIANO AND JACKSON).**

Mayor Ganim said that he had presented a budget to the Council and they had returned their changes to the budget to him. This is the 14th day and he could veto it. However, this was the first time in 12 years that there was a tax reduction. The Council Members made some strong commitments to the residents. He said that the Council had saved \$5 million dollars by converting the health insurance to the State coverage.

Mayor Ganim said that he was signing the budget and submitting it to the City Clerk right now. He said that this was setting the mill rate slightly lower. A brief discussion followed regarding the time requirements for approving the mill rate.

**\*\* COUNCIL MEMBER ZAMBRANO VIGGIANO MOVED TO ADD AN ITEM FOR IMMEDIATE CONSIDERATION TO THE AGENDA CONCERNING A COMMUNICATION FROM THE MAYOR REGARDING ESTABLISHING A MILL RATE FOR FISCAL YEAR 2019-2020.**

**\*\* COUNCIL MEMBER TAYLOR-MOYE SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY. (ITEM #84-18)**

**\*\* COUNCIL MEMBER ZAMBRANO VIGGIANO MOVED TO IMMEDIATELY CONSIDER A RESOLUTION REGARDING SETTING THE MILL RATE FOR FISCAL YEAR 2019-2020 IN ORDER TO COMPLY WITH THE TIME DEADLINE ESTABLISHED BY THE BRIDGEPORT CITY CHARTER, CHAPTER 9, SECTION 5(F).**

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

**\*\* COUNCIL MEMBER ZAMBRANO VIGGIANO MOVED THE FOLLOWING RESOLUTION:**

**NOW THEREFORE BE IT RESOLVED THAT: THE CITY OF BRIDGEPORT FY 2019-2020 MILL RATES BE AND HEREBY ARE, SET AT 53.00 MILLS FOR REAL PROPERTY AND PERSONAL PROPERTY AND 45.00 MILLS FOR MOTOR VEHICLES.**

**\*\* COUNCIL MEMBER NEWTON SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY. IMMEDIATE CONSIDERATION – (ITEM #84-18)**

#### **ADJOURNMENT**

**\*\* COUNCIL MEMBER NEWTON MOVED TO ADJOURN.  
\*\* COUNCIL MEMBER BROWN SECONDED.  
\*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 8:10 p.m.

Respectfully submitted,

S. L. Soltes  
Telesco Secretarial Services

**CITY OF BRIDGEPORT  
CITY COUNCIL  
NOTICE OF PUBLIC HEARING**

A Public Hearing will be held before the City Council of Bridgeport at a regular meeting to be held on Monday evening, May 20, 2019 beginning at 7:00 p.m., in the City Council Chamber, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut, relative to:

**Item #78-18**

Proposed resolution authorizing execution of an Easement Agreement for 337 Knowlton Street.

Attest:

Lydia N. Martinez  
City Clerk

AD ENDS ABOVE LINE

**Requires Certification**

**2 Editions, Connecticut Post:**

**PLEASE PUBLISH ON (Thursday, May 9, 2019 & Thursday, May 16, 2019)**

Emailed to: Legal Ad Dept. at [publicnotices@ctpost.com](mailto:publicnotices@ctpost.com)

Account #: 111171

PO: 19000227-00

Dated: May 7, 2019

Sent By:

Althea Williams

City Clerk's Office

45 Lyon Terrace

Bridgeport, CT 06604

(203) 576-7205

(203) 332-5608 (Fax)

Public Hearing

May 7, 2019

Page 2 of 2

Ec: City Council Members  
Mayor Joseph P. Ganim  
J. Gomes, CAO  
D. Shamas, Chief of Staff  
T. Gaudett, Mayor's Aide  
R. Christopher Meyer, City Attorney  
M. Anastasi, Esquire  
T. Toms, Associate City Attorney  
E. Adams, Dir., Government Accountability & Integrity  
T. Gill, Director, OPED  
B. Coleman, Deputy Director, OPED  
L. Haig, Director, Planning Department, OPED





*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. 80-18 Ref'd to Contracts Committee on 05/20/2019.

May 14, 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, Dennis Rodgerson 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 MAY 14 PM 2:17  
ATTEST  
CITY CLERK






JOSEPH P. GANIM  
Mayor

OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

**Comm. #81-18 Ref'd to Miscellaneous Matters Committee on  
05/20/2019**

TO: Lydia Martinez – City Clerk  
FROM: Mayor Joseph P. Ganim   
DATE: May 6, 2019  
RE: Boards & Commissions

---

Please place the following name on the May 20, 2019 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Board of Assessment Appeals**:

Jenny-Rosario-Mora (D)  
78 Lindley Street 1<sup>st</sup> Fl  
Bridgeport, CT 06604

This term shall expire on December 31, 2020.

JPG/amd

RECEIVED  
CITY CLERK'S OFFICE  
19 MAY 15 PM 1:19  
CITY CLERK



OFFICE OF THE MAYOR  
CITY OF BRIDGEPORT, CONNECTICUT  
999 BROAD STREET  
BRIDGEPORT, CONNECTICUT 06604  
TELEPHONE (203) 576-7201  
FAX (203) 576-3913

JOSEPH P. GANIM  
Mayor

**Comm. #82-18 Ref'd to Miscellaneous Matters Committee on  
05/20/2019**

TO: Lydia Martinez – City Clerk

FROM: Mayor Joseph P. Ganim

DATE: May 6, 2019

RE: Boards & Commissions

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Please place the following name on the May 20, 2019 City Council Agenda for referral to the Miscellaneous Matters Committee for the purpose of appointment to the **Zoning Board of Appeals**:

Kyle J. LaBuff (D)  
78 Lorraine Terrace  
Bridgeport, CT 06604

This term will expire on December 31, 2019.

JPG/amd

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19 MAY 15 PM 1:19  
CITY CLERK



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

JOSEPH P. GANIM  
 Mayor

KENNETH A. FLATTO  
 Finance Director/CFO

RECEIVED  
 OFFICE OF THE  
 CITY CLERK  
 MAY 15 PM 3:14

COMM. 83-18 Ref'd to Contracts Committee on 05/20/2019.

**To:** The Bridgeport City Council  
**From:** Kenneth Flatto, Director of Finance  
**Date:** May 15, 2019  
**Re:** Contract with Municipal Valuation Services for 2020 Revaluation

**Introduction of Contract Resolution to City Council –referral to Contracts Committee**

On behalf of, the City Assessor, the Finance Department and City Attorney, we are recommending the City Council approve the Contract with Municipal Valuation Services (MVS) to conduct a complete reappraisal and revaluation pursuant to the requirements of State statutes 12-62 and 12-64 regarding revaluation which requires the City to perform a full inspection of all real properties for the Grand List of October 1, 2020.

The Board of Public Purchases unanimously approved the Quality Based Selection process for this Contract at their Board meeting of May 1, 2019. In relation to past revaluations, the City will achieve a savings of over \$450,000 through the approval of this Contract with MVS. The 2015 revaluation contract cost the City over \$1,300,000, while this new 2020 contract has a total maximum cost at under \$850,000.

The State requires the City to perform this revaluation for 2020, which thus requires the City to begin work with a certified valuation company in the summer of 2019. Approval of a contract to proceed at the current time is imperative to meet all requirements of the state's statutory revaluation process. This process includes:

- setting up technology to perform the revaluation;
- a review of all assessment data records;
- creation of a database and criteria for valuation for all types of real property and all sectors of the city;
- inspection of properties and data mailers with property information to be conducted starting late next autumn of the 2019-2020 year;

The City Assessor and Finance and City Attorney appreciate the Council's review and approval of this Contract and will be available to answer all questions.

Thank you for your consideration of this matter.

Cc: Mayor Joseph P. Ganim  
 Daniel Kenny, City Assessor  
 Michael Jankovsky, Associate Attorney

**RESOLUTION**

*(OCTOBER 1, 2020 GRAND LIST REAL PROPERTY REVALUATION)*

WHEREAS, pursuant to Connecticut General Statutes §12-62(b)(1), the City of Bridgeport ("City") is required to revalue all real property within the City limits for the October 1, 2020 Grand List; and

WHEREAS, Connecticut General Statutes §12-62(b)(3) the City is required to perform a full, physical inspection of each parcel once in every ten assessment years, if verification of current assessor's data cannot first be obtained through questionnaires to property owners; and

WHEREAS, the City requested proposals to perform the required revaluation for the October 1, 2020 Grand List; and

WHEREAS, the City received bids and selected a contractor, Municipal Valuation Services, LLC ("the Contractor"), to perform the revaluation; and

WHEREAS, the agreed upon compensation for performing all services related to the revaluation, including the mailing of questionnaires and necessary physical inspections, is \$495,000, plus an additional \$2.50 per parcel for digital images; and

WHEREAS, the City has also agreed to pay software licensing fees not exceeding \$60,000, which may be required for the Contractor to complete the revaluation; and

WHEREAS, the procedure to revalue all real property in Bridgeport for the October 1, 2020 Grand List must commence as soon as possible, and the Contractor has agreed to start as soon as the Contract is executed.

NOW, THEREFORE, be it hereby Resolved by the City Council, that Kenneth Flatto, Director of Finance, may execute the attached Contract for The Complete Reappraisal and Revaluation of Real Property Located Within the Corporate Limits of the City of Bridgeport, Connecticut, and may execute such other documents which may be deemed appropriate or necessary in furtherance of the Project with the review and approval of the Office of the City Attorney.

**City of Bridgeport, Connecticut  
2020 Revaluation**

**CONTRACT**

**THE COMPLETE REAPPRAISAL AND REVALUATION  
OF REAL PROPERTY (TAXABLE AND EXEMPT)  
LOCATED WITHIN THE CORPORATE LIMITS  
OF THE CITY OF BRIDGEPORT, CONNECTICUT  
EFFECTIVE OCTOBER 1, 2020**

This agreement, made this \_\_\_\_\_ day of May, 2019, by and between the City of Bridgeport, a municipal corporation, located in the County of Fairfield, State of Connecticut, hereinafter termed the **CITY**, and Municipal Valuation Services, LLC, hereinafter termed the **CONTRACTOR**.

**WITNESSETH THAT:**

**WHEREAS**, the **CITY**, through its **ASSESSOR**, plans to undertake a complete reappraisal and revaluation of all property located within the corporate limits of the **CITY** for the Grand List of October 1, 2020; and

**WHEREAS**, the **CONTRACTOR** is to assist the **ASSESSOR** in making such reappraisal and revaluation and represents that it is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for assessment purposes; and

**WHEREAS**, in agreeing to enter into this Contract, the **CITY** has relied on **CONTRACTOR**'s various representations in its Response to Request for Proposal, attached hereto as Appendix B;

**NOW, THEREFORE**, the **CITY** and the **CONTRACTOR**, for the consideration and under the conditions hereinafter set forth, hereby agree as follows:

**1) ENGAGEMENT OF CONTRACTOR**

The **CITY** hereby engages the **CONTRACTOR**, and the **CONTRACTOR** hereby agrees to conduct a full revaluation and statistical update for all real property located within the city limits and to furnish all the databases, labor, materials, supplies and equipment and perform all services and work for the project in strict accordance with the Contract Specifications, attached hereto as Appendix A and incorporated herein.

Pursuant to the procedure set forth in General Statutes §12-62(b)(4), the **CONTRACTOR** shall send a questionnaire to each parcel owner to (A) obtain information concerning the property's acquisition and (B) obtain verification of the accuracy of data listed on the current assessor's property record for such parcel. The **CONTRACTOR** shall develop and institute a quality assurance program with respect to responses received to such questionnaires. If the Assessor is satisfied with the results of said program concerning such questionnaires, the

**City of Bridgeport, Connecticut  
2020 Revaluation**

**CONTRACTOR** shall fully inspect, pursuant to General Statutes §12-62(a)(3), those parcels of improved real property for which the Assessor has determined that satisfactory verification of data listed on the current Assessor's property record has not been obtained and is otherwise unavailable.

All of **CONTRACTOR's** methods, labor, records, materials, forms and supplies shall comply with the requirements of the Connecticut General Statutes and Special Acts, Regulations of Connecticut State Agencies, rulings of the Secretary of Office of Policy and Management, ordinances and agreements of the **CITY**, and decisions of several courts, all of which the **CONTRACTOR** is deemed to have continuing knowledge of.

**2) COMMENCEMENT AND COMPLETION DATES**

The **CONTRACTOR** agrees to commence the work on or before June 1, 2019.

**3) COMPENSATION**

The **CITY** agrees to pay the **CONTRACTOR** the following compensation for the **CONTRACTOR'S** services to be performed by the **CONTRACTOR** per the Contract Specifications:

All Services and Costs pertaining to the Full Revaluation, including mailing of questionnaires and full inspections	\$495,000
Digital Imaging and photo data entry into CAMA For all <u>improved</u> parcels (not vacant land)	\$2.50/parcel
MAI litigation support	\$1,200/day

- a) The agreed upon fee of \$495,000 shall be compensation for all services to be provided by the **CONTRACTOR** under this Contract and the Contract Specifications, regardless of the number of physical inspections required or performed.
- b) The **CONTRACTOR** is responsible for all costs and fees that **CONTRACTOR** is, or may be, required to pay in fulfilling its obligations under this Contract and the Contract Specifications. Notwithstanding the same, the **CITY** has allocated an additional maximum of \$60,000 regarding licensing fees which may be legally owed for the **CONTRACTOR's** use of software and data to which Vision Government Solutions, Inc. may have proprietary rights. **CONTRACTOR** shall submit any such proposed expense and claim from Vision to the **CITY** for verification, approval and payment. The **CONTRACTOR** shall be solely responsible for any such licensing fees exceeding \$60,000.
- c) The **CITY** agrees to pay \$2.50 per parcel for digital imaging and photo data entry into the CAMA system. The **CITY** anticipates that it will require such digital imaging for all parcels containing improvements, but not for vacant land.



**City of Bridgeport, Connecticut  
2020 Revaluation**

- d) The **CITY** agrees to pay **CONTRACTOR** a fee of \$1,200 per day for MAI litigation attendance and support. Said per diem fee shall be regardless of the number of cases, type of procedure (pretrial, trial, mediation, arbitration), and court/venue location. The **CITY** has sole discretion whether to use the **CONTRACTOR** for such matters, and the **CITY** may retain experts in lieu of or in addition to the **CONTRACTOR**.
- e) All payments shall be made by the **CITY** in accordance with p. 3.6.1 of the Contract Specifications.

**4) INDEMNIFICATION AND INSURANCE**

- a) The **CONTRACTOR** is an independent contractor and not an agent or employee of the **CITY**. The **CONTRACTOR** agrees to indemnify, hold harmless and defend the **CITY** at the **CONTRACTOR'S** expense from and against any and all claims, liability, loss, damage or expense arising out of, or in any manner connected with, the operations to be performed under this contract, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract, or due to violations or enforcement of the General Statutes pertaining to the revaluation of real property.
- b) Upon execution of this contract, and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this contract, the **CONTRACTOR** shall deliver to the **CITY** a certificate(s) of insurance to show compliance with the Contract Specifications.
- c) Financially responsible insurers duly licensed to do business in the State of Connecticut shall issue each policy of insurance. The insurers shall be reasonable, acceptable to the **CITY** and shall have an A.M. Best Company rating of "A/VII" or better.
- d) Each policy of insurance shall include a waiver of subrogation in favor of the **CITY** and shall provide no less than thirty (30) days notice to the **CITY** in the event of a cancellation or change in conditions or amounts of coverage.
- e) The **CONTRACTOR** will promptly notify the **CITY** of any claim or case formally brought against the **CONTRACTOR**.



**City of Bridgeport, Connecticut  
2020 Revaluation**

**IN WITNESS HEREOF THE CITY OF BRIDGEPORT, CONNECTICUT AND**

Have executed this contract on the date first above-mentioned.

**IN THE PRESENCE OF:**

**CITY OF BRIDGEPORT, CONNECTICUT**

By:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Date)

**MUNICIPAL VALUATION SERVICES, LLC.**

By:

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Michael Fazio, Managing Member

\_\_\_\_\_  
(Date)

**City of Bridgeport, Connecticut  
2020 Revaluation**

**APPENDIX A**

## **CONTRACT SPECIFICATIONS FOR REVALUATION SERVICES**

### **1 DEFINITIONS**

- 1.1 **ASSESSOR:** The word "Assessor" shall mean the City Tax Assessor of Bridgeport, Connecticut.
- 1.2 **PROJECT:** The word "PROJECT" shall mean the revaluation of all real property within the corporate limits of Bridgeport, Connecticut for assessment purposes.
- 1.3 **CONTRACTOR:** The word "CONTRACTOR" shall mean the certified revaluation company who shall perform this project.
- 1.4 **City:** The word "City" shall hereinafter mean The City of Bridgeport, Connecticut.

### **2 SCOPE OF PROJECT**

This Project includes a full revaluation, for all physical inspections as identified by data mailer findings, for all real property (taxable and exempt), for all permits, for all property sales occurring from October 1, 2019 to October 1, 2020, and to include new photo images for all properties, within the corporate limits of Bridgeport, Connecticut effective as of October 1, 2020.

CONTRACTOR shall create a property owner data mailing submission plan implementing a direct mail system to taxpayers confirming property improvements of all properties outside of the City ten year inspection list in conformance with the State of CT revaluation statutory requirement evaluating subjective criteria such as grade, effective year built, building condition, and parcel site issues. Inspections shall include all permit inspections. Physical inspection is necessitated when data mailing return is not returned, or if it indicates substantial property modification at the discretion of the Assessor and/or his/her designee. Evaluation shall include review of items such as outlier sales, evaluating building styles, waterfront analysis, and any other need as arises. The data mailer implementation plan shall commence on or after June 1, 2019.

CONTRACTOR shall furnish all the databases, labor, materials, supplies and equipment and perform all work for the project in strict accordance with the hereinafter-listed specifications.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR of the City of Bridgeport.

The values to be determined shall be the present true and actual value of each parcel of real property as that term is used in Title 12 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as

required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Project will cover and include all real property in Bridgeport including the following categories:

1. All taxable real estate, land, buildings, and improvements.
2. All tax-exempt real estate, land, buildings, and improvements.
3. All public utility real estate, land, buildings, and improvements.

2.1 **EFFECTIVE DATE:** The effective date of this project shall be for the October 1, 2020 Grand List and the pricing and valuation by CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the present true and actual value as of October 1, 2020.

2.2 **PARCEL COUNT:**

CONTRACTOR's price for the revaluation is based upon the following anticipated parcel counts (estimated by City as of October 1, 2020).

Source of data is the City M-13 report for 2017 Grand List.

Residential	28,290
Commercial	2,527
Industrial	581
Public Utility	26
Vacant Land	1,766
Apartments	1,070
Exempts	1,680
Total Real Estate parcels	35,940

2.3 **City DATA**

Current Basis of Assessment	70%
Taxable Grand List as of October 1, 2017	\$6,039,257,518
Date of Last Revaluation	October 1, 2015
Estimated 2020 Population	148,000
Area of the City	19 sq. miles *

\* To include harbor, watercourse, ect.

### **3 GENERAL CONDITIONS**

#### **3.1 STATE CERTIFICATION**

The CONTRACTOR must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

## **3.2 PERSONNEL**

CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State governments. CONTRACTOR shall submit to the City, written qualifications of all personnel assigned to this project.

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual's duties in the City and shall be caused to be removed from the project by CONTRACTOR upon written notification of the ASSESSOR.

### **3.2.1 Minimal Qualifications**

#### **3.2.1a Project Manager or Supervisor:**

The administration of this project shall be assigned by CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall have not less than three (3) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential type properties. The project manager or supervisor shall be subject to approval by the ASSESSOR.

#### **3.2.1b Reviewers and Appraisers:**

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, and such other statutes and regulations that the State of Connecticut may promulgate from time to time, and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years. All reviewers and appraisers shall be subject to the approval of the ASSESSOR prior to the commencement of their duties on this project.

#### **3.2.1c Background Check:**

All personnel will be subject to background checks by the Bridgeport Police Department.

### **3.2.2 Identification**

All field personnel shall have visible clip-on identification cards, which shall include an up-to-date photograph, supplied by CONTRACTOR and signed by the City's Assessor. In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR. All automobiles used by field personnel shall be registered with the City's Police Department giving license number, make, model, year and color of all vehicles used on this Project.

### **3.3.3 Office Hours and Staffing:**

CONTRACTOR shall maintain an office in the Bridgeport City Hall, as needed, from the commencement of work on this project through the conclusion of the public hearings. This office shall be staffed at Contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

### **3.2.4 Conflict of Interest**

No resident of the City or City employee shall be employed by CONTRACTOR, except in a clerical capacity, without the prior approval of the ASSESSOR and the MAYOR.

## **3.3 PROTECTION OF THE CITY**

### **3.3.1 Bonding**

CONTRACTOR shall, to secure the faithful performance by CONTRACTOR of the terms of this CONTRACT, furnish to the City a Performance Surety Bond in the amount of this contract; which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut, with a minimum Best Company rating of "A/VII." Said bond shall be delivered to the City prior to the commencement of actual work and shall be in a form satisfactory to and approved by the City 'S attorney. It is understood and agreed that upon completion and delivery to the City of the revaluation and its approval by the ASSESSOR and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2020.

### **3.3.2 Insurance**

CONTRACTOR shall, at its own expense, provide and keep in force:

**3.3.2a** Workers' Compensation insurance in the required amount, and Employers' Liability insurance in the following amounts:

Bodily injury by accident-	\$100,000 each accident.
Bodily injury by disease-	\$500,000 each accident and,
Bodily injury by disease-	\$100,000 each employee.

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.



**3.3.2b** Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.

**3.3.2c** During the term of the contract, CONTRACTOR shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

- \$2,000,000- General Aggregate
- \$2,000,000- Product-Completed Operations Aggregate
- \$1,000,000- Personal and Advertising Injury
- \$1,000,000- Each Occurrence
- \$ 300,000- Fire Damage/Fire
- \$ 5,000- Medical Expense/Person

**3.3.2d** Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

**3.3.2e** Insurance Certification: An Insurance certificate shall be required to be filed with the City, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

The City to be named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY'S performance of the contract herein".

**3.3.2f** Patent/Copyright Liability: CONTRACTOR shall save the City harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

The City must be named as an Additional Insured on the policy.

**3.3.2g** Defense of City: All insurance companies shall have the duty to defend the City of against liability or property damage claims arising from the conduct CONTRACTOR and/or agents or employees.



### **3.3.3 Penalties**

**3.3.3a** Failure by CONTRACTOR to complete all work prior to the date specified herein, December 30, 2020 shall be cause for a penalty payment by CONTRACTOR, on request of the ASSESSOR, in the amount of TWO HUNDRED DOLLARS (\$200.00) per day beyond the specified date of completion. For the purposes of this penalty only, completion of all work no later than December 30, 2020 is defined as follows:

**3.3.3.a.i** Completed property record cards with all pricing, review and final valuations.

**3.3.3.a.ii** Final Assessment notices addressed and in envelopes prepared for mailing.

Penalties due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the City will suffer if CONTRACTOR'S work is not completed by December 30, 2020. The City shall have the right to use the funds withheld from each periodic payment to these CONTRACT SPECIFICATIONS to satisfy in whole or in part, this penalty clause. Delays occasioned by strike, explosion or acts of God or an order of court or other public authority are excepted.

**3.3.3.c Bankruptcy, Receivership, Insolvency:** If CONTRACTOR, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then and forthwith thereafter, the City shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

**3.3.3.d Termination:** If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the ASSESSOR, be delivered to them. CONTRACTOR shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

**3.3.3.e Hold Harmless Agreement:** CONTRACTOR shall, at all times, defend, indemnify, protect and save harmless, the City and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of CONTRACTOR. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.

**3.3.3.f Sever ability:** In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.

**3.3.3.g Waiver:** No action or failure to act by the City shall constitute a waiver of any right or duty afforded it under the contract or contract specifications.

**3.3.3.h Misrepresentation or Default:** The City may void this agreement if CONTRACTOR has misrepresented any offering or defaults on any contract with a Connecticut municipality. CONTRACTOR shall, also, immediately notify the City of any claim or case formally brought against CONTRACTOR.

### **3.4 CHANGES AND SUBLETTING OF CONTRACT**

#### **3.4.1 Changes**

Changes in these specifications or to the contract will be permitted only upon written mutual agreement of CONTRACTOR and the City.

#### **3.4.2 Subletting**

CONTRACTOR shall not assign, transfer or sublet the contract or any interest or part therein, without first receiving written approval from the City. It should be mutually agreed and understood that said consent by the City shall in no way release CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

### **3.5 COMPLETION DATE AND TIME SCHEDULE**

**Signing of Contract:** Within 30 days after receipt of notice of acceptance by the City of its bid, as possibly revised by negotiations, CONTRACTOR shall execute with the City a contract in the form agreeable to the City and incorporating these contract specifications.

Contractor shall commence the revaluation work not later than two weeks after contract signing, and shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:

#### **3.5.1 Completion Dates**

### **3.5.2 Completion Dates**

The following phases of the PROJECT must be completed in accordance with the following schedule. Failure to substantially complete the stated performance by the stated dates shall constitute a material breach of this Contract:

- 3.5.2.a** Data Mailer implementation starts on or after June 1, 2019 and completed by July 1, 2020.
- 3.5.2.b** Complete and deliver to the Assessor commercial, industrial, public utility, and tax-exempt valuation by September 1, 2020 (except for current building permits).
- 3.5.2.c** Complete and deliver to the Assessor land study and values set by September 1, 2020.
- 3.5.2.d** Complete and deliver building cost manual by September 1, 2020.
- 3.5.2.e** Complete and deliver to the Assessor study of market rents, expenses and capitalization factors by September 1, 2020.
- 3.5.2.f** Deliver completed CAMA database with 2020 digital photo images, property record cards with all measurements, listings, sketches, pricing, and suggested values to the ASSESSOR no later than September 1, 2020.
- 3.5.2.g** ASSESSOR completes review and final adjustments made for real property no later than November 5, 2020.
- 3.5.2.h** Assessment change notices mailed to comply with requirements of Connecticut State Statutes, Section 12-62(f) by November 15, 2020. (CONTRACTOR to pay postage)
- 3.5.2.i** Informal hearings to begin no later than November 29, 2020 and end no later than December 20, 2020.
- 3.5.2.j** Notices of results of informal hearings completed shall be completed on forms approved by the Assessor and mailed out (CONTRACTOR to pay postage), computer field and final property record cards printed and delivered to the ASSESSOR in alphabetical street order no later than December 30, 2020.

### **3.5.3 Assessment Date**

The completed appraisals, upon approval of the ASSESSOR, will serve as the basis for assessments effective on the Grand List of October 1, 2020.

### **3.5.4 Delays:**

CONTRACTOR shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

### **3.6 PAYMENT SCHEDULE**

#### **3.6.1 Periodic Payments**

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.

The City , upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the City for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2020 Grand List in accordance with provisions of Section 3.3.3b of this contract

This contract makes provisions for a reduction of the performance bond to 10% of the contract price so as to ensure the defense of any appeals resulting from the revaluation work.

#### **3.6.2 Fiscal Year Limitations:**

The contract cost shall be paid in the 2019/2020 and 2020/2021 City Fiscal Years according to the provisions of this section and subject to the appropriation of necessary funds by the City's fiscal authority. CONTRACTOR shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

**2.3.1 Project Pricing**

**Project Cost Breakdown**

<b>Description</b>	<b>Total Value</b>
Project Supervision	
Residential Valuation	
Residential Data Mailer & Inspections as stated in Section 2	
Residential Field Review	
Commercial Valuation	
Commercial Data Mailer & Inspections as stated in Section 2	
Commercial Field Review	
Data Entry	
Data Entry Printing	
Project Finalization & Support	
Associated Project Expenses	
Bonding	
<b>TOTAL</b>	

**Fiscal Year 2020 Revaluation:**

**\$ \_\_\_\_\_**

**Other Required Services**

**Digital Images**

**(price per image, including data entry into the CAMA system)**

**\$ \_\_\_\_\_**



## **4 RESPONSIBILITIES OF CONTRACTOR**

### **4.1 GOOD FAITH**

CONTRACTOR shall, in good faith use, its best efforts to assist the ASSESSOR in determining the present true and actual valuations of all real property situated in the City, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities specified herein.

### **4.2 PUBLIC RELATIONS**

The parties of this revaluation project recognize that a good public relations program is required in order that the public of the City may be informed as to the purpose, benefits and procedures of the revaluation program.

CONTRACTOR shall provide reasonable assistance to the ASSESSOR in conducting a program of public information through the press and other media, such as meeting with citizens, service clubs and property owner groups as a means of establishing understanding and support for the revaluation program and sound assessment administration. CONTRACTOR shall supply visual aids and other media at its disposal to this end. All public releases shall be approved by the ASSESSOR prior to release.

### **4.3 CONDUCT OF COMPANY EMPLOYEES**

As a condition of this contract, CONTRACTOR'S employees shall, at all times, treat the residents, employees and taxpayers of the City with respect and courtesy; CONTRACTOR shall take appropriate and meaningful disciplinary measures against those who violate the terms of this provision. A suitable dress code for all employees will also be implemented.

### **4.4 RECORDS**

#### **4.4.1 General Provisions**

CONTRACTOR shall provide all record cards, street cards, owner cards, supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the City.

#### **4.4.2 Records are City Property**

The original or a copy of all records and computations, including machine readable databases, made by CONTRACTOR in connection with any appraisal of property in the City shall, at all times, be the property of the City and, upon completion of the project or termination of this



contract by the City, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to:

- 4.4.2.a Assessor's Maps;
- 4.4.2.b Land Value Maps;
- 4.4.2.c Materials and Wages, Cost Investigations and Schedules;
- 4.4.2.d Data Collection Forms, Listing Cards, Property Record Cards with property
- 4.4.2.e Capitalization Rate Data;
- 4.4.2.f Sales Data;
- 4.4.2.g Depreciation Tables;
- 4.4.2.h Computations of land and/or building values;
- 4.4.2.i All letters of memorandum to individuals or groups explaining methods used for
- 4.4.2.j Operating statement of income properties;
- 4.4.2.k Duplicated notice of valuation changes;
- 4.4.2.l Database of all property records, CAMA system, and integration with administrative System;
- 4.4.2.m In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be available by contractor for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Section 12-62 ( c ) of the Connecticut General Statutes.

#### **4.4.3 ASSESSOR'S Records**

CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside the corporate limits of the City without prior written permission of the ASSESSOR.

The ASSESSOR will permit CONTRACTOR to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools. CONTRACTOR will be permitted to copy and sketch all commercial and industrial properties, which are presently outlined on existing ASSESSOR's field cards.

#### **4.4.4 Property Record Cards (Street Cards)**

CONTRACTOR shall complete and file by Map order, Property Record Cards, commonly referred to as "Street Cards" or "Field Cards". These cards shall contain all manner of information affecting value, including but not limited to, information as to location of property, classification as to usage, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, zoning regulations in effect as of the assessment date. All physical improvements shall be listed giving all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic

depreciation, depreciated values, fair market value and 70% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The "Street Cards" or "Field Cards" will contain a digitized photo of each house.

#### **4.4.5 ASSESSMENT NOTICES**

At the close of the PROJECT, a notice shall be sent, at CONTRACTOR'S expense by first class mail, to each property owner of record, setting forth the valuation that has been placed upon the property identified in the notice, prepared on a form approved by the ASSESSOR.

CONTRACTOR will provide the needed information for the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public

hearings and information describing the property owner's right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the ASSESSOR in accordance with Connecticut General Statutes.

At that same time, the company should be prepared to make data available via the Web so that taxpayers can log in and review properties on-line.

#### **4.6 INFORMAL PUBLIC HEARINGS**

At a time mutually agreeable to the ASSESSOR and CONTRACTOR and following completion of all review work by the ASSESSOR and CONTRACTOR, CONTRACTOR shall hold public hearings so that owners of property or their legal representative may appear at specified times to discuss, with qualified members of CONTRACTOR'S staff, the valuations of their property. CONTRACTOR'S personnel shall explain the manner and methods of arriving at value. Informal public hearings, at the ASSESSOR's discretion, may be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. The public hearings shall be completed by December 20, 2020.

CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all owners that requested a hearing and the result of that hearing. A copy of those records shall be given to the ASSESSOR.

CONTRACTOR shall be responsible for sending notice, by First Class mail at CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to approval by the ASSESSOR and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

#### **4.7 BOARD OF ASSESSMENT APPEALS**

CONTRACTOR shall have a qualified member or members, approved by the ASSESSOR, of its staff, available for attendance at any deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, but such availability and attendance shall not be required after the date for the completion of the duties of the Board of Assessment Appeals on the October 1, 2020 Grand List or for one complete calendar year beyond completion of the revaluation, whichever comes first, to assist in the settlement of complaints and to explain the valuations made.

#### **4.8 LITIGATION**

In the event of appeal to the courts, CONTRACTOR shall furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2020 Grand List assessments, CONTRACTOR shall be compensated at a per Diem rate of \$ \_\_\_\_\_. CONTRACTOR shall provide supporting data, including written appraisal if deemed necessary by the ASSESSOR, for any said court appeals. CONTRACTOR shall also comply with any request by the City to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than CONTRACTOR.

#### **4.9 INFORMATION**

##### **4.9.1 Information to City**

CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the project for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2020 Grand List, without any additional cost to the City

### **5 BUILDING COST SCHEDULES**

#### **5.1 General**

CONTRACTOR shall prepare for usage in the project as hereinafter specified, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in the City for all residential, commercial, industrial, and farm construction. They shall reflect the wage scale for the various trades, labor efficiencies, overhead, profit, engineer and architect fees and all other direct

and indirect costs of construction. Before final acceptance, they shall be proven by testing against known sales. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by CONTRACTOR.

## **5.2 Types of Cost Schedules**

### **5.2.1 Residential**

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, porches, breezeways, attached, detached, and basement garages, and finished basements and schedules for other building improvements usually found on residential property including, but not limited to, in-ground swimming pools, barns, sheds, tennis courts, gazebos, and hot tubs.

### **5.2.2 Commercial**

Commercial building cost schedules shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

### **5.2.3 Industrial and Special Structures**

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

## **5.3 Depreciation Schedules**

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, and farm buildings and shall be approved by the ASSESSOR.

## **5.4 Schedule for City**

CONTRACTOR shall supply and leave for the City not less than three (3) copies of all the above required building cost schedules and depreciation schedules for the City's usage, one copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

# **6 APPRAISAL SPECIFICATIONS**

## **6.1.1 Appraisal of Land**

CONTRACTOR shall appraise all land within the City: including residential, vacant, commercial, industrial, agricultural, special use, public utility, and tax-exempt.



### **6.1.2 Land Value Study**

Land shall be valued on the basis of an analysis of all sales data occurring during the two-year period prior to October 1, 2020. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the City. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

### **6.1.3 Land Value Inspection**

CONTRACTOR will make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values. Conversely, necessary market supported adjustments for land with location factors such as direct ocean frontage, direct deep water access, and water front footage shall be adjusted.

### **6.1.4 Land Value Unit**

CONTRACTOR shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land.

### **6.1.5 Land Value Map**

CONTRACTOR shall delineate the land value units on all streets and acreage in the City on a suitable map to be provided by the City. The land value map shall be returned to the City prior to the completion of the PROJECT.

### **6.1.6 Neighborhood Delineation**

After consideration of the environmental, economic and social characteristics of the City, CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the City. Each neighborhood unit will, in CONTRACTOR'S opinion, exhibit homogenous characteristics. Each neighborhood unit will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards and the computer database.

## **6.2 APPRAISAL OF RESIDENTIAL BUILDINGS AND STRUCTURES**

## **6.2.1 Physical Inspections**

### Interior Inspections

Contractor to perform on-site inspections of improved Taxable and Exempt Real properties pursuant to Section 2, as specified conditions within the Scope of the Project.

The data collector shall have each interior inspection dated and verified by having an adult owner or resident of each building or dwelling unit sign the data collection form.

When entrance to a building for an inspection is refused, the data collector shall make note of the fact and within two (2) working days, notify the ASSESSOR of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The ASSESSOR shall review the situation, and if he/she shall be unable to gain the cooperation of the party involved, he/she shall so notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card.

The data collection form shall indicate the initials of the data collector and the date(s) of the inspection(s) and attempts, if multiple. The field card must also have the initials of the person whom completed the data entry as well.

All inspections shall be conducted in a courteous, dignified, respectful and careful manner so as to minimize any disturbance to the use and occupancy of such structures.

If after the site visit, contact was not established with a property owner, a notification letter approved by the ASSESSOR, shall be mailed by the CONTRACTOR, informing the property owner of the revaluation process and the fact that the representatives of the CONTRACTOR were not able to make contact, and requesting that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or mail, for alternative arrangements for the inspection of the property.

## **6.2.2 Exterior Field Review**

**6.2.2a** All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers as previously prescribed in these specifications.

The properties shall be reviewed for classification, final value, and to assure that they are correlated to comparable properties. The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation.

**6.2.2b** Field Recording: Physical data and characteristics of the land parcel shall be observed in the field and recorded.

## **6.2.3 Pricing and Valuations**



Pricing and valuations of all land and buildings must reflect the present true and actual value as of October 1, 2020 and shall be done from and in accordance with the previously approved manuals and schedules.

The final valuation shall be the true and actual value of the structures plus the true and actual value of the land. In arriving at the true and actual value of the structures, replacement cost new less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

### **6.3 APPRAISAL OF COMMERCIAL, INDUSTRIAL, PUBLIC UTILITY, AND SPECIAL PURPOSE PROPERTIES**

#### **6.3.1 General**

All commercial, industrial, public utility and special purpose buildings shall be classified, priced and reviewed in the same manner as residential properties, as set forth previously in these specifications.

#### **6.3.2 Income Approach**

Income and expense data gathered by the City shall be utilized by CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data with accompanying summary reports and rent schedules shall become property of the City. All information filed and furnished with Income and Expense report shall not be a public record and is not subject to the provisions of Section 1-200 et seq. (Freedom of Information) of the Connecticut General Statutes. From these returns and other data sources, such as field investigations and interviews, CONTRACTOR will establish market or economic rent and expenses for income producing properties. CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, CONTRACTOR shall perform the income approach using both actual and economic income and expenses CONTRACTOR shall be responsible for entering all income data into the CAMA system.

#### **6.3.3 Review**

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer shall be completely trained and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility or special purpose building; the final value of which he or she is responsible.

## **6.4 CONTROL AND QUALITY CHECKS**

### **6.4.1 Field Checks**

The ASSESSOR shall spot check in the field, properties picked at random by him/her with or without the appropriate CONTRACTOR'S supervisor.

### **6.4.2 Building Permits**

The Contractor shall be responsible for all building permit data collection on properties which were issued building permits between July 1, 2019 and October 1, 2020.

### **6.4.3 Sales Analysis**

Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

### **6.4.4 Performance Based Revaluation Standards:**

All fair market values that are developed by the CONTRACTOR must meet the Performance Based Testing Standards developed by the State of Connecticut Office of Policy and Management in accordance with Section 12-62i of the Connecticut General Statutes.

## **7 RESPONSIBILITIES OF THE CITY**

### **7.1 Nature of Service**

It is clearly understood and agreed that the service rendered by CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation shall rest with the ASSESSOR.

### **7.2 Cooperation**

The City, and its employees will cooperate with and render all reasonable assistance to CONTRACTOR and its employees.

### **7.3 Items Furnished By the City**

The City shall furnish the following:

#### **7.3.1 Maps**

The City shall furnish one (1) set of the most up-to-date City Tax Maps that are currently available showing streets, and property lines and boundaries.

#### **7.3.2 Land Dimensions**

The City will make available lot sizes and total acreage to CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

#### **7.3.3 Zoning**

The City will provide current City zoning regulations and zoning maps.

#### **7.3.4 Existing Property Record Cards**

The City will make available the present street cards.

#### **7.3.5 Property Transfers**

The City shall notify CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by CONTRACTOR. CONTRACTOR shall the revaluation database as necessary.

#### **7.3.6 Signing of Communications**

The City shall sign, by the ASSESSOR or Assessor's designee, communications to be mailed at CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property.

#### **7.3.7 Mailing Address**

The City shall make available through the ASSESSOR'S or Tax Collector's Office the current mailing address and other relative data that exists on the administrative program for all property owners.

#### **7.3.8 Office Space**

The City shall furnish to CONTRACTOR sufficient office space to carry out the terms of this contract. If the City is unable to provide space, the City will reimburse CONTRACTOR for

leased space, subject to the City's approval for appropriateness and cost. The City shall provide installation of a telephone line and CONTRACTOR shall be responsible for all monthly charges on such lines for the duration of the project.

### **7.3.9 Media**

The City shall have information above available on computer disk for the purposes of creating a legal file on CONTRACTOR's computers during the initial stages of revaluation.

### **7.3.10 Obligation to Keep Current**

The City shall continuously and currently the information specified above.

### **7.3.11 Sales Information**

The City shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

## **8 TRAINING:**

- 8.1 Personnel:** The Assessor shall determine the individuals and the amount of training each individual shall receive. If more than one person is receiving training at the same time, the training time shall be calculated as if one person is receiving training.
- 8.2 Location:** All training shall take place on the City's computer hardware within the City, unless both the City and CONTRACTOR agree to an alternate training site or computer hardware.
- 8.3 Documentation:** CONTRACTOR will provide a detailed user manual for the CAMA software and Grand List production interface.

## **9 TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR**

### **9.1 Records**

Regular periodic delivery of appraisals and other information required under this agreement, as completed and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR shall be made to the ASSESSOR for his review. All appraisals of buildings either complete or under construction, shall be completed as of October 1, 2020. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 30, 2020. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2020.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the Revaluation of properties covered by this contact shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62i-1 to 12-62i-7), shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, Contractor shall meet with said ASSESSOR to discuss the progress and various other details of the project.

**City of Bridgeport, Connecticut  
2020 Revaluation**

**APPENDIX B**



March 11, 2019

Bernd Tardy  
Acting City Purchasing Agent  
Purchasing Department  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, Connecticut, 06604



RE: TAB10719CR: Bridgeport, Connecticut Proposals for FY2020 Revaluation Services

Dear Mr. Tardy,

This letter is an Addenda to our response to the Request for Proposal for FY2020 Revaluation Services.

Our response to the RFP indicated a proposed cost of \$495,000, plus the cost of the Vision usage licenses. Our total proposed cost including the cost of any Vision licensing agreements is **\$555,000**, calculated as follows:

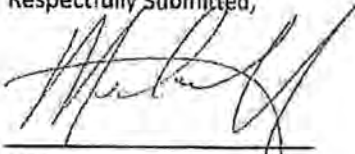
Base Revaluation Proposed Cost	\$495,000
Vision Licensing Cost	\$60,000
<b>Total FY2020 Revaluation Cost*</b>	<b>\$555,000</b>

\*Total cost does not include the digital image option at \$2.50 per parcel or MAI litigation support at \$1,200 per day.

In addition, our performance of the contract will not be impacted if data mailers are sent out after mid-November, provided the contract is signed in April 2019. In the interim, work can be completed on sales verification, permit inspections, market analysis, job set-up, and income/expense analysis.

We assure the City of Bridgeport that adequate field review will be completed by qualified staff supervised by Christopher Kerin and myself.

Respectfully Submitted,

  
\_\_\_\_\_  
Michael Fazio, MAI



## Response to Request for Proposal

Revaluation of Real Properties for the October 2020 Grand List  
TAB10719CR

Bridgeport, Connecticut  
March 7, 2019

**Municipal Valuation Services, LLC**

23 SHERMAN STREET, FAIRFIELD CT 06824

TEL: (203) 292-5500 FAX: (203) 259-9501

COPY



March 5, 2019

Bernd Tardy  
Acting City Purchasing Agent  
Purchasing Department  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, Connecticut, 06604

RE: TAB10719CR: Bridgeport, Connecticut Proposals for FY2020 Revaluation Services

Dear Mr. Tardy,

Thank you for the opportunity to bid on your Request for Proposal. We are a Connecticut-based revaluation company, founded in Bridgeport, built on the expertise of three MAI-designated appraisers with combined experience of over 80 years in the local real estate market. Our firm is staffed entirely with Connecticut residents. In addition to our unmatched revaluation expertise, working with Munival provides an opportunity to support the local economy. To ensure superior quality and service, our principals work closely with Assessors, and remain fully involved in all projects.

We are pleased to submit our bid without exception to perform the services as outlined in the enclosed specifications.

For further information and clarification and to whom all official notices or correspondence shall be sent:

Michael Fazio, MAI, Member, LLC  
Phone: (203) 292-5500 (ext. 301)  
Fax: (203) 295-9501  
Email: mike@kfvfg.com

The proposed bid amount is valid for 60 days from the date of bid opening.

An Affirmative Action Employer, Municipal Valuation Services, LLC (Munival) maintains an active Affirmative Action plan. We are also recognized by the State of Connecticut as a Small Business Enterprise (SBE).

In addition to meeting all testing requirements of the Office of Policy and Management, our work will conform to the Uniform Standards of Professional Appraisal Practices (USPAP). It will meet the high standards and stringent ethics of the Appraisal Institute.

With our unmatched background and experience appraising residential and commercial properties in Connecticut, we believe we are the best choice to partner with the Bridgeport Assessor's Office. We look forward to continuing our relationship with you. Please contact me for further information or clarification.

Respectfully Submitted,



Michael Fazio, MAI

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Bid Proposal Form

City of Bridgeport

Bid TAB10719CR

**PROPOSAL FORM FOR 2020 REVALUATION**

THE REVALUATION OF ALL REAL PROPERTY  
(TAXABLE AND EXEMPT), LOCATED WITHIN  
THE CORPORATE LIMITS OF THE CITY OF BRIDGEPORT, CONNECTICUT,  
EFFECTIVE OCTOBER 1, 2020.

The undersigned Proposer affirms and declares:

1. That this PROPOSAL is executed by said Proposer with full knowledge and acceptance of the CONTRACT (including the Reappraisal and Revaluation Specifications) enclosed with the REQUEST FOR PROPOSALS on the subject project.
2. That should this PROPOSAL be accepted in writing by the Chief Executive Officer of the City of Bridgeport, Connecticut, said Proposer will furnish the services for which this PROPOSAL is submitted at the price bid and in compliance with the provisions of said CONTRACT.
3. That this PROPOSAL is accompanied by surety in the form and amount indicated below:

<input checked="" type="checkbox"/>	Bid Proposal Bond	Amount \$ <u>\$49,500</u>
<input type="checkbox"/>	Certified Check	Amount \$ _____

4. That the Proposer or his or her representative has visited the City of Bridgeport; is familiar with its geography, general character of houses and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; verified the parcel counts, and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions in the City which would influence this bid proposal.
5. That all items, documents and information required to accompany this PROPOSAL of the aforesaid CONTRACT are enclosed herewith.
6. That the Proposer proposes to furnish the services and materials required to complete the subject project in accordance with the aforesaid CONTRACT for the following amount:

Proposal Requirement      \$ \*495,000 (See Below)

\*Due to the unclear total cost of the Vision usage license, we are unable to include it in our bid total. The cost may be in addition to our bid amount.

2/13/2019 11:41 AM

p. 16





City of Bridgeport

Bid TAB10719CR

- 7. Proposed scheduled prices for aforementioned proposals are valid for Sixty (60) days.
- 8. That the Proposer understands and accepts that, although the proposed price is a major factor for consideration, the City reserves the right to award the contract to other than the low cost Proposer after an analysis of the additional factors outlined in the aforesaid CONTRACT.

FIRM NAME OF PROPOSER: Municipal Valuation Services, LLC

BY: [Signature]  
SIGNATURE: \_\_\_\_\_

TYPE NAME: Michael Fazio, MAI

TITLE: Member, LLC



**Project Cost Breakdown**

Description	Total Value
Project Supervision	\$24,750
Residential Valuation	\$123,750
Residential Data Mailer & Inspections as stated in Section 2 of RFP	\$49,500
Residential Field Review	\$24,750
Commercial Valuation	\$123,750
Commercial Data Mailer & Inspections as state in Section 2 of RFP	\$24,750
Commercial Field Review	\$24,750
Data Entry	\$24,750
Data Entry Printing	\$24,750
Project Finalization & Support	\$12,375
Associated Project Expenses	\$12,375
Bonding	\$24,750
<b>TOTAL</b>	<b>\$495,000</b>

Fiscal Year 2020 Revaluation: \$495,000

Other Required Services

Vision License \$ \*SEE BELOW

Digital Images  
(price per image, including data entry into the CAMA system) \$2.50 per parcel

Litigation Support with MAI Appraiser \$1,200 per day

\*Due to the unclear total cost of the Vision usage license, we are unable to include it in our bid total. The cost may be in addition to our bid amount.



## Munival Advantages and Strengths

### Company Overview

Munival is built on a foundation of valuation experience, and local market expertise. Our three principals, Chris Kerin, Mike Fazio, and David Herbst are MAI appraisers, with over 80 years of combined appraisal experience in the Connecticut market. Since 2010 we have successfully completed over 20 revaluations within Connecticut, including the Cities of Danbury, East Hartford, New Britain, New Haven, and Stamford. The principals are directly involved in the entire revaluation process, including completing all valuation work, collaborating with the Assessor, and attending informal hearings.

We are available for expert testimony in support of our valuations, and have participated in hundreds of pre-trial conferences, and dozens of trials. Our firm is based in Fairfield, Connecticut; we have deep expertise and experience within Bridgeport.

### Valuation Expertise

Munival combines the mass appraisal experience of a leading revaluation company, with the litigation expertise of Connecticut-certified, MAI-designated, appraisers. In addition to our revaluation experience, we have appraised over 125 commercial properties in Bridgeport within the previous five years. We have provided litigation support services to the City of Bridgeport during the past 20 years and have developed a strong working relationship with the City Attorney and Tax Assessor.

Our valuation expertise includes a wide range of property types, including single family residential, multi-family, mill buildings, manufacturing, warehouse, big box retail, shopping centers, corporate and multi-tenant office, and senior housing. Our specialized appraisal experience in Bridgeport includes the Port of Bridgeport, the Holiday Inn, tank farms, waterfront industrial properties, marinas, and numerous residential and commercial properties in the Black Rock section of the city. We have robust experience in waterfront real estate within Fairfield County, and have completed revaluation assignments in the shoreline communities of Greenwich, Norwalk, Stamford, Fairfield and Westport, and appraisal assignments in Bridgeport and virtually every shoreline community in Connecticut.

### Company Resources

In addition to our three principals, we have assembled a team of data collectors, project managers, data entry personnel, customer service representatives, and analysts. Our team ensures that projects have remained on schedule, and we have a track record of good communication, both with our municipal clients, and the public.

We have unmatched access to local and regional market data. We maintain a proprietary internal database of commercial sales, leases, capitalization rates, and expenses, with over 7,000 entries, giving us unique insight into the regional commercial real estate markets. We subscribe to CoStar, a commercial database



reporting current lease offerings, completed leases, sale offerings, and confirmed sales. CoStar also enables us to analyze local market data such as vacancy, rental rate, and absorption rates across all property types, isolating for property characteristics such as physical characteristics and location. In addition, we are members of the Connecticut Multiple Listing Service, with access to current residential listings and closed sales.



## Revaluations Assignments Completed

### Recent Revaluation Assignments Completed

Municipal Valuation Services, LLC has specialized in municipal revaluation services for 14 years. Since 2008, we have successfully completed over 20 Revaluations within Connecticut.

Municipality	# of Parcels	Scope of Services	Grand List Year
Barkhamstead	2,129	Full Revaluation	2018
Naugatuck	11,257	Full Revaluation	2018
New Canaan	7,394	Update Revaluation	2018
Ansonia	5,934	Update Revaluation	2017
Bristol	16,367	Full Revaluation	2017
Danbury	27,600	Update Revaluation	2017
New Britain	17,454	Full Revaluation	2017
Simsbury	9,398	Update Revaluation	2017
Southbury	10	Top 10 Commercial	2017
Stamford	37,875	Update Revaluation	2017
New Haven	27,612	Update Revaluation	2016
Shelton	15,300	Update Revaluation	2016
East Hartford	16,367	Full Revaluation	2016
East Hampton	6,159	Full Revaluation	2015
Southington	15,687	Update Revaluation	2015
Trumbull	13,013	Full Revaluation	2015
Torrington	14,680	Update Revaluation	2014
Berlin	8,686	Update Revaluation	2012
Bristol	10	Top Commercial	2012
Southbury	12	Top Commercial	2012
East Hartford	16,415	Full Revaluation	2011
Middlebury	10	Top Commercial	2011
Trumbull	13,007	Update Revaluation	2011
Wallingford	15	Review Commercial Values	2011
East Hampton	6,299	Full Revaluation	2010
Fairfield	21,234	Full Revaluation	2010
Greenwich	22,124	Full Revaluation	2010
Chester	1,835	Update/ Hybrid	2008
Torrington	14,810	Full Physical	2008
Woodbury	5,200	Full Physical	2008
Southbury	10,030	Full Physical	2007
Middlebury	10	Top Commercial	2006
Westport	400	Commercial Real Estate	2005
Westport	10,000	Review Residential Values	2005
Greenwich	21,300	Update Revaluation	2005
Stratford	13	Top Commercial	2004
Norwalk	2,000	Commercial Real Estate	2003



## Recent and Current Revaluations Assignments

### Recent Revaluation Assignments Completed

Municipal Valuation Services, LLC has broad experience across the State of Connecticut in Revaluation assignments. Since 2010, we have successfully completed over 20 Revaluations within Connecticut, including 18 utilizing the Vision Government Solutions CAMA system. Revaluations completed within the past five years include major urban centers such as Stamford and New Haven, suburban communities such as Simsbury and Trumbull, and rural communities including Preston and East Hampton.

The following table summarizes the Revaluation assignments completed within the previous five years.

Municipality	Contact	Phone	# of Parcels	Scope of Services	Grand List Year
Barkhamstead	C. Smith	860-379-3600	2,129	Full Revaluation	2018
Naugatuck	C. Tyler	203-720-7016	11,257	Full Revaluation	2018
New Canaan	S. Caldarella	203-594-3005	7,394	Update Revaluation	2018
Ansonia	Marsha Benno	203-736-6950	5,934	Update Revaluation	2017
Bristol	Tom DeNoto	860-584-6240	16,367	Full Revaluation	2017
Danbury	Brian Lastra	203-797-4556	27,600	Update Revaluation	2017
New Britain	Mike Konik	860-826-3323	17,454	Full Revaluation	2017
Simsbury	Dave Gardner	860-658-3251	9,398	Update Revaluation	2017
Southbury	Mike Moriarty	203-262-0674	10	Top 10 Commercial	2017
Stamford	Greg Stackpole	203-977-4018	37,875	Update Revaluation	2017
New Haven	Alex Pullen	203-946-7122	27,612	Update Revaluation	2016
Shelton	Bill Gaffney	203-924-1555	15,300	Update Revaluation	2016
East Hartford	Brian Smith	860-291-7260	16,367	Full Revaluation	2016
East Hampton	Terry Dinnean	860-267-2510	6,159	Full Revaluation	2015
Southington	Brian Lastra	860-276-6205	15,687	Update Revaluation	2015
Trumbull	Mark DeVestern	203-452-5016	13,013	Full Revaluation	2015
Torrington	Donna Patchen	860-489-2222	14,680	Update Revaluation	2014





**Revaluation Assignments Currently Under Contract**

The following table summarizes revaluation assignments currently under contract.

Municipality	Contact	Phone	# of Parcels	Scope of Services	Grand List Year
Torrington	T.D'Stasio	860-489-2222	14,719	Full Revaluation	2019
Stratford	M.Fonda	203-385-4025	19,865	Full Revaluation	2019

The Torrington revaluation contract includes sending datamailers to all property owners, with physical inspections for parcels that do not return datamailers, or where discrepancies are identified. We anticipate the majority of data collection to take place from February through June 2019, with valuation to take place during July through September 2019, and informal hearings in December 2019.

The Stratford contract is for a full revaluation with physical inspections of all parcels. Data collection is currently underway, with completion projected in July 2019. The majority of valuation work will be completed between July 2019 and September 2019, with informal hearings in December 2019.



## Revaluations Assignments Completed Using Vision CAMA

Our firm has significant experience performing revaluations on Vision CAMA software. Since 2010, we have completed 18 revaluations utilizing Vision CAMA software. Revaluations performed on Visions software include the following municipalities:

Municipality	Version	Grand List Year
Naugatuck	Version 6.5	2018
Barkhamstead	Version 6.5	2018
Ansonia	Version 6.5	2017
Bristol	Version 6.5	2017
Danbury	Version 6.5	2017
New Britain	Version 6.5	2017
Stamford	Version 6.5	2017
New Haven	Version 6.5	2016
East Hartford	Version 6.5	2016
East Hampton	Version 6.5	2015
Southington	Version 6.4	2015
Trumbull	Version 6.5	2015
Berlin	Version 6.4	2012
Bristol	Version 6.5	2012
East Hartford		2011
Trumbull		2011
Fairfield		2010
East Hampton		2010
Westport		2005

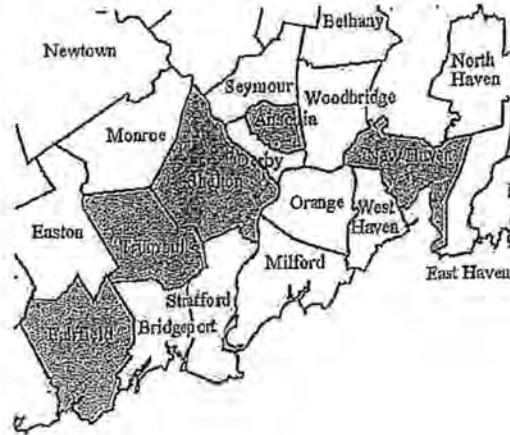


### Local Market Expertise

#### Local Revaluations Completed

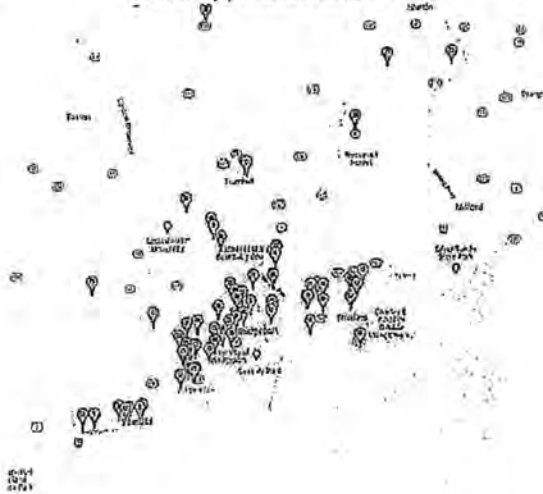
Municipal Valuation Services, LLC has local revaluation experience, including the completion of assignments in the surrounding municipalities of Fairfield and Trumbull. In addition our fee appraisal firm Kerin & Fazio has completed over 250 commercial appraisal assignments in Eastern Fairfield County during the previous five years, including 125 within Bridgeport.

#### Local Revaluations Completed



#### Recent Eastern Fairfield County Fee Appraisal Assignments

##### Retail Appraisal Assignments



##### Office-Industrial Appraisal Assignments



## Litigation Support Services

### Litigation Support Services Overview

In addition to providing revaluation services, Chris Kerin, Mike Fazio and David Herbst also serve Connecticut municipalities through their fee appraisal company, Kerin & Fazio, LLC. Kerin & Fazio specializes in commercial real estate appraisal and provides litigation support and expert testimony to a wide range of municipal clients.

Recently, Christopher Kerin was the expert witness for West Hartford in the case, "Walgreen Eastern Company, Inc. v. City of West Hartford". The Superior Court ruled accepted Chris's valuation, which was based on the Highest & Best Use as a retail pharmacy. The decision was appealed to the Connecticut Supreme Court, which upheld the lower court's ruling in a July 2018 decision. The case has wide ranging impact, with more than a dozen pending Walgreen's tax appeal cases in Connecticut.

In the Summer of 2017, the New Britain Superior Court accepted David Herbst's valuation in the case, "Anthony J. Spadaccini and Sole, LLC vs. City of Norwalk", and ruled that the plaintiffs had failed to prove aggrievement. The subject property was a retail gasoline station and convenience store. David's valuation was based primarily on the Income Approach utilizing the net operating income from the going concern. The case is significant in affirming that the income approach based on the going-concern income can be an appropriate methodology for tax assessment purposes.

In January 2010, the Bridgeport Superior Court upheld the Bridgeport Assessor's valuation of a 136 slip marina after Michael Fazio's appraisal and testimony (Frank Gulia, Jr. Trustee v. City of Bridgeport). Judge Aronson found Mike's analysis, based on the unit of comparison of price per slip, credible, and ruled that the plaintiff did not prove aggrievement. Mike worked with the Attorney Russell Liskov during the appraisal process and throughout the trial.

Chris, Mike and David are partners in both Municipal Valuation Services, LLC and Kerin & Fazio, LLC. In the last five years we have been involved in hundreds of pre-trial conferences in Connecticut Superior Courts.

We have provided litigation support services to the City of Bridgeport during the past 30 years and have developed a strong working relationship with the City Attorney and Tax Assessor.

#### Recent Litigation Support Clients

Beacon Falls	Fairfield	Stamford
Bloomfield	Greenwich	Stratford
Branford	Middlebury	Thomaston
Bridgeport	Milford	Torrington
Bristol	New Haven	Trumbull
Danbury	New Milford	Wallingford
Darien	Norwalk	West Hartford
Deep River	Redding	Westport
East Hampton	Shelton	Wethersfield
East Windsor	Southbury	Woodbury



## Munival Personnel

In addition to our three principals, we have assembled a team of data collectors, project managers, data entry personnel, customer service representatives, and analysts. Our team ensures that projects have remained on schedule, and we have a track record of good communication, both with our municipal clients, and the public.

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<p><b>Project Manager, Field Appraisal Supervisor, Residential Appraiser</b> Michael Fazio, MAI</p>	<p>An expert in valuation, Mike is the project manager for valuation and field review. Mike personally completes the residential mass valuation, attends informal hearings, and is a primary contract during the revaluation process. In addition to valuation, Mike has an expertise in GIS (ESRI software), and is proficient with Oracle and SQL databases.</p>
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Mike is a Certified General Appraiser in Connecticut, with the MAI designation, and is a licensed Municipal Revaluation Supervisor in the State of Connecticut. He has 35 years of experience appraising residential and complex commercial properties. Mike holds a Master's and Bachelor's Degree in Finance from Sacred Heart University.

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<p><b>Project Manager, Field Appraisal Supervisor, Commercial Appraiser</b> Christopher Kerin, MAI</p>	<p>Chris is an expert in valuation who personally completes the commercial mass valuation, attends informal hearings, and participates in pre-trial conferences. With his valuation expertise, Chris is able to articulate the valuation methodology during the informal hearing process which has historically resulted in a reduction in tax appeals experienced by the municipality.</p>
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Chris is a Certified General Appraiser in Connecticut, with the MAI designation, and is a licensed Municipal Revaluation Supervisor. Chris has 30 years of experience appraising residential and commercial properties in Connecticut. He holds a Bachelor's Degree in Finance with a concentration in Real Estate and Urban Economic Studies from the University of Connecticut. See his full resume on the following pages.



<p><b>Commercial Valuation &amp; Field Review</b> David Herbst, MAI</p>	<p>David is a valuation expert specializing in complex commercial properties that are not well suited for a mass valuation process. He is responsible for the valuation of hospitality properties, senior housing, and specialized Industrial properties, and participates in informal hearings and pre-trial conferences.</p>
	<p>David is a graduate of the University of Michigan, with a Bachelor's degree in Economics. He is a Connecticut Certified General Appraiser in Connecticut, with the MAI designation, and is certified to perform Commercial/Industrial municipal revaluations.</p>
<p><b>Project Coordinator, Customer Service</b> Tama Careathers</p>	<p>Tama has worked with Munival since 2006, and serves as our Project Coordinator for revaluations assignments. She is an expert in the revaluation process, and is a primary point of contact for municipal clients and the public. Tama is responsible for tracking assignment progress, managing data collection and data entry personnel, and scheduling informal hearings.</p>
<p><b>Data Collection, Data Entry &amp; Hearing Officer</b> Brian Smith, Jr.</p>	<p>Brian specializes in residential and commercial data collection, data entry, and public hearings. He has five years of experience and will be available throughout the revaluation process as needed.</p>
<p><b>Data Collection, Data Entry &amp; Hearing Officer</b> Pamela Aldred</p>	<p>Pam has two years of revaluation experience including data collection, data entry and informal hearings. She is currently pursuing her Certified Residential Real Estate Appraiser license. Pamela will be available throughout the revaluation process as needed.</p>
<p><b>Data Collection</b> Matt Feato</p>	<p>Matt's revaluation experience includes data collection and data entry. He will be available throughout the revaluation process as needed.</p>
<p><b>Data Collection</b> Kyle Clark</p>	<p>Kyle's revaluation experience includes data collection and data entry. He will be available throughout the revaluation process as needed.</p>
<p><b>Data Collection</b> Rob Przybylowicz</p>	<p>Rob has a diverse real estate background in residential appraisal that includes on site construction management, consulting and appraisal. He is a certified residential appraiser in Connecticut. He will be available throughout the revaluation process as needed.</p>





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**Data Entry & Hearing Officer** Justin's diverse real estate background includes leasing, sales, appraisal and municipal revaluation data collection and informal hearings. He is pursuing his Certified General Appraiser license as well as his Revaluation Certification for both Land/Residential and Commercial/Industrial. He will be available throughout the revaluation process as needed.

Justin McGuire

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**Hearing Officer** Vincent will be available to conduct informal hearings. He is a Practicing Affiliate of the Appraisal Institute, and has experience in the commercial appraisal field. A graduate of the University of Connecticut, Vincent holds a Bachelor's degree in Business Management with a concentration in Entrepreneurship. He has earned his Certified General Real Estate Appraiser license.

Vincent O'Brien

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**Hearing Officer** Ryan will be available to conduct informal hearings. He is a Practicing Affiliate of the Appraisal Institute, and is pursuing his Certified General Appraiser license. A graduate of the University of Connecticut, Ryan holds a Bachelor's degree in Business.

Ryan Brighndi

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**Customer Service/Data Entry** Lexus will be available to assist taxpayers with their customer service needs. She is a point of contact to answer taxpayer phone calls and emails and she will be on hand to schedule informal hearings when needed.

Lexus Slerras

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## Public Relations

We will work with the Bridgeport Assessor's office to increase public awareness, understanding, and support of the revaluation process. Our experience has shown that public relations issues arise when the public is misinformed or ignored.

At the Assessor's discretion, we suggest leveraging the Web, social media, local media, public meetings, and direct mailings to meet public relations goals throughout the revaluation process. In addition, the data collection process provides opportunities to interact with the public, and our data collectors are trained in effective public relations strategies. In past assignments, our public relations program has included:

- Press releases and outreach through social media
- Direct mailings
- Direct contact and public meetings
- Customer service representatives

### Press Releases and Social Media

We suggest a series of press releases and social media outreach to meet the following goals:

- Introduce the revaluation process
- Provide field worker locations
- Present an article explaining the valuation process and the appeal process

### Direct Mailings

We would work with the Assessor to generate direct mailings to taxpayers to meet public relations goals. Mailings could coincide with field worker visits, describe the revaluation process, or provide answers to frequently asked questions (see sample brochure on following page).

### Direct Contact and Public Meetings

Direct contact is the most important public relations effort, because it cultivates trust and confidence in the community. When field workers inspect a property with care, they help build community trust. Direct contact can also be conducted through local access cable or City meetings. Our public presentations are professionally prepared and executed. We provide handouts, and encourage audience participation. In these presentations, we use an inquiry approach to build support and credibility for the revaluation project.

Our project managers will attend all meetings to outline the revaluation program. They have broad, collective experience that includes course instruction for the Connecticut Bar Association, New Haven County Bar Association, Connecticut Association of Assessing Officers, Northeast Regional Association of Assessing Officers and other local organizations. They also have organized and attended many meetings



with community boards, condo associates and citizen groups concerning assessment issues and explanations of the revaluation process.

**Customer Service Representatives**

An additional important aspect of our public relations capabilities is our in-house customer service, with representatives available during normal business hours. Our representatives are well versed in the revaluation process, and are trained to treat tax payers with respect and courtesy.

**Direct Mailings – Sample Brochure**

**After I receive my notice in November of 20xx, what can I do if I disagree with my new assessed value?**

An assessment appeal is not a complaint about taxes or how much your assessment has changed. It is an attempt to prove that your property's estimated market value is inaccurate or unlike based on recent sales of comparable properties. Your first appeal should be with the revaluation company. At your hearing, revaluation staff will be available to explain the procedures used to value your property. If you are not satisfied with the results of that hearing, the Board of Assessors Appeals will be meeting in the Spring of 20XX to hear all appeals on the Grand List of 20XX. Your final appeal is before the courts under Section 12-127a of the General Statutes.

**Does this revaluation affect my October 1, 2016 assessment and my July, 20XX tax bill?**

No. As in any other non-revaluation year, unless you make improvements to your property, your assessment will remain unchanged from the October 1, 20XX Grand List. The mill rate for the 20XX Grand List will be established in May of 20XX and your July 20XX tax bill will be calculated based on your current assessment.


Printed on Recycled Paper  
F313D  
Waterbury, CT  
Form No. 20XX

City of XXXXXX

**QUESTIONS  
AND  
ANSWERS  
ABOUT THE 20XX  
REVALUATION**

**Assessor's Office**  
123 Any Street  
Any Town, CT 06000

Tel: (XXX) XXX-XXXX or  
Visit [www.anytown.ct.gov](http://www.anytown.ct.gov)



THANK YOU IN ADVANCE FOR  
YOUR COOPERATION.

**REVALUATION SCHEDULE**

Data Collection:  
Through September 20xx

Assessment Notices Mailed:  
November 20xx

Informed Hearings with  
Revaluation Company:  
December 20xx

Board of Assessment Appeals  
March 20xx

MRI Rate Set:  
April 20xx

Tax Bills Due:  
July 20xx



**What is the purpose of this brochure?**

This brochure serves to inform you that the City of Any Town will be conducting a revaluation of all property for the Grand List of October 1, 2020.

**Why is Any Town undergoing a revaluation now?**

The State of Connecticut, pursuant to Section 12-62 of the General Statutes, requires that the City of Any Town conduct the revaluation for the Grand List of October 1, 2020. The purpose of a revaluation is to eliminate any assessment inequities that may have developed since the implementation of the previous 2000 revaluation. A revaluation ensures fairness and equity in the collection of revenue for City purposes.

**What exactly is a revaluation?**

A revaluation is an update of all real property values as of October 1, 2020. It involves reappraising the value of the properties, both taxable and exempt, using recent sales, building data and income and expense information of similar properties. All residential, commercial, apartments, industrial, vacant land, churches, school buildings and all other real estate will be valued.

**How does the City perform a revaluation?**

The Town has contracted with Municipal Valuation Services, a Connecticut certified revaluation company, to assist in the revaluation. The firm will analyze recent sales data, review the calculated values, and meet with the public to answer questions about the methods utilized and the associated inaccuracies. Valuation models are developed based on market data collected since the last revaluation. These models are then statistically tested as required by the State Statutes and the Office of Policy and Management, to verify their ability to accurately and equitably predict estimates of current market value. The Assessor's Office will be directing all activities of the revaluation consultants, and will be overseeing quality control and valuation analysis. For general information and the revaluation process updates, visit [www.anytownct.org](http://www.anytownct.org).



**What is market value?**

The Appraisal Institute defines market value as "the most probable price, as of a specified date, in cash, or its cash equivalent, or in other precisely revealed terms, for which the specified property should sell after a reasonable exposure in a competitive market under all usual conditions, and for self-interest, and assuming that neither the seller nor the buyer is under duress." Sales such as foreclosures and family sales are not considered to be "arm's-length" or market transactions.

**Does the City want to inspect the interior of my property?**

Only recent property sales will be inspected during the 2020 revaluation. A careful inspection and analysis of recent sales helps identify and quantify the factors that motivate buyers and sellers in the "normal" real estate market.

No other property inspections are required. A complete inventory of each property in the City was undertaken during the 2000 revaluation. Since that time, data necessary was maintained through an ongoing inspection program, which included the physical inspection of all renovated properties and new construction.

Your role as a taxpayer in Any Town is to verify that the data we have on your property (or any property) is correct. If you desire an interior inspection, you may phone the Assessor's office to schedule an appointment.

**If I recently purchased my property, how much time will this field inspection take?**

The inspection time varies according to the size and complexity of your home, but in most cases will only take ten to twenty minutes.

**Will these field representatives be identified?**

Yes. Each representative will be properly identified. You may also call the Assessor's Office and/or the Police Department to verify a representative's identity.

**How and when will my taxes be affected by this revaluation?**

The revaluation will first affect your July 2020 tax bill. The amount of your new tax bill is calculated by multiplying your new assessed value times the new mill rate. Since the new mill rate will not be established until the budgetary process has been completed in May of 2020, it is not possible to estimate your new tax bill at this time.

**When will I be notified of my new assessed value?**

The revaluation company will send out assessment notices in November, 2020.

**City of Any Town**

Assessor's Office  
123 Any Street  
Any Town, CT 06800

Phone: 877-635-2300 Fax: 860-688-2104



Munifval/Kerin & Fazio Website – Frequently Asked Questions



KERIN FAZIO

VALUATION GROUP



HOME

VALUATION

MUNICIPAL

PROGRESS

ABOUT US

NEWS

Frequently Asked Questions

Why is Any Town undergoing a revaluation now?

The State of Connecticut, pursuant to Section 12-62 of the General Statutes, requires that each municipality conduct a revaluation. The purpose of a revaluation is to eliminate any assessment irregularities that may have developed since the implementation of the previous revaluation. A revaluation ensures fairness and equity in the collection of revenue for municipal purposes.

What exactly is a revaluation?

A revaluation is an update of all real property values as of October 1 of the revaluation year. It consists of updating the value of the properties, both taxable and exempt, using recent sales, building costs and income and expense information of similar properties. All residential, commercial, agricultural, industrial, vacant land, churches, school holdings and all other real estate will be valued.

How does the Town perform a revaluation?

The Town has contracted with Municipal Valuation Services, a Connecticut certified professional company, to assist in the revaluation. The firm will analyze recent sales data, review the calculated values, and meet with the public to answer questions about the methods utilized and the completed assessments. Valuation models are developed based on market data collected since the last revaluation. These models are then statistically tested and approved by State Statutes and the Office of Policy and Management to verify their ability to accurately and equitably predict estimates of current market value. The Assessor's Office will be directing all activities of the revaluation consultants, and will be overseeing quality control and valuation analysis.

What is market value?

The Appraiser's Institute defines market value as "the most probable price, as of a specified date, in cash or in terms equivalent to cash, or in terms precisely revealed terms, for which the specified property rights should sell after a reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self interest, and assuming that neither is under undue duress." Sales such as foreclosures and family sales are not considered to be "arm's length" or market transactions.

Will field representatives be identified?

Yes. Each representative will be properly identified. You may also call the Assessor's Office and/or the Public Department to verify a representative listing.

How and when will my taxes be affected by this revaluation?

The revaluation will first affect your July tax bill. The amount of your new tax bill is calculated by multiplying your new assessed value times the new mill rate. Once the new mill rate will not be established until the budgetary process has been completed in May, it is not possible to estimate your new tax bill at this time.

When will I be notified of my new assessed value?

The revaluation company will send out assessment notices at the end of the year.

After I receive my notice in November, what can I do if I disagree with my new assessed value?

An "assessment appeal" is not a complaint about how or how much your assessment has changed. It is an attempt to establish your property's estimated market value is inaccurate or unfair based on recent sales of comparable properties. Your first appeal should be with the revaluation company. At your hearing, revaluation staff will be available to explain the procedures used to value your property. If you are not satisfied with the results of that hearing, the Board of Assessment Appeals will be meeting in the Spring to hear all appeals on the Grand List. Your final appeal is before the courts under Section 12-117a of the General Statutes.

Recent News



Kerin to Present at Assessor's Fall Symposium

Chris Marin will be among the presenters at the 24th Annual Fall Symposium sponsored by the Connecticut Association of Assessing Officers. He will be discussing the recent Whiggen's Supreme Court decision and its impact on net value tax relief.



Gorham Island Office Property Sold for \$23M

The 44,438 square foot office building in Westport, Connecticut located at 1 Gorham Island sold recently for \$23,160,000. The transaction was recorded on June 16, 2018 with Gorham Island, LLC as the seller and Maplevest Gorham Island, LLC as the buyer.



Corona Hotel in Hartford Sold to New York Investor

The Corona Hotel in Hartford, Connecticut sold on June 4, 2018 for \$18,000,000. The sprawling 3-building property, resting on 89.46 acres of land in western Hartford, was purchased by New York based Queens Plaza North, LLC.



Hartford County Flex Industrial Market Overview

The Hartford County Flex Industrial Market is comprised of 115,070,000 square feet of inventory. As of mid-2nd Quarter 2018 the vacancy rate in Hartford County is 5.3%, 40 basis points lower than the 2nd Quarter 2017 rate, and 228 basis points lower than the first year average.

[View All Real Estate News](#)



### Proposed Project Time Schedule

Task	Start Date	Finish Date
Data Mailer Implementation	June 1, 2019	July 1, 2020
Complete and deliver to the Assessor commercial, industrial, public utility, and tax-exempt valuation by (except for current building permits)	February 1, 2020	September 1, 2020
Complete and deliver to the Assessor land study and values	February 1, 2020	September 1, 2020
Complete and deliver building cost manual by	February 1, 2020	September 1, 2020
Complete and deliver to the Assessor study of market rents, expenses and capitalization factors by	February 1, 2020	September 1, 2020
Deliver completed CAMA database with 2020 digital photo images, property record cards with all measurements, listings, sketches, pricing and suggested values to the Assessor according to the following schedule:		September 1, 2020
Assessor to complete review and final adjustments made for real property no later than		November 5, 2020
Assessment change notices mailed to comply with requirements of CT State Statutes, Section 12-62(f) by (Contractor to pay postage)		November 15, 2020
Informal hearings to begin no later than	November 29, 2020	
Informal hearings to end no later than		December 20, 2020
Notices of results of informal hearings completed shall be completed on forms approved by the Assessor and mailed out (Contractor pays postage), computer filed and final property record cards printed and delivered to the Assessor in alphabetical street order no later than		December 30, 2020





## Certification Requirement Assurance

It is understood and agreed that the revaluation of properties covered by this contract shall exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall be acceptable to the Assessor and shall conform to the procedures and technical requirements of the Assessor. Municipal Valuation Services shall meet with the Assessor throughout the revaluation to discuss the progress and various other details of the project. The Assessor must certify that the values resulting from this project represent 70% of the fair market value pursuant to Section 12-63 of the Connecticut General Statutes.



Connecticut Revaluation Certification



STATE OF CONNECTICUT

Certificate No. 97

Expiration Date: March 31, 2023

SECRETARY OF THE OFFICE OF POLICY AND MANAGEMENT  
Comprehensive Planning and Intergovernmental Policy Division  
be It known that


**MUNICIPAL VALUATION SERVICES, LLC**

having met the necessary requirements and regulations  
is hereby designated as a Certified Revaluation Company  
To Perform

**Real Property Value Estimations**

in witness thereof, this certificate is issued by:

  
Benjamin Barnes  
Secretary

  
David A. Kafafa  
Undersecretary



## Key Personnel Qualifications and Licenses

### Michael Fazio, MAI - Outline of Qualifications, Education, and Experience

#### Biographical Data

A graduate of Sacred Heart University, Mike holds a Bachelor's degree in Finance, and a Master in Business Administration degree, respectively. Michael has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial and other property types.

#### Professional Affiliations

Appraisal Institute - MAI Designation, Certificate No. 10216

Member - Greenwich Board of Realtors

Certified General Real Estate Appraiser, State of Connecticut # RCG.194

Connecticut Office of Policy and Management - Certified to Perform Revaluation Functions  
for Land/Residential/Commercial/Industrial/Supervisor - Certificate No. 853

#### Education and Training

Graduate Sacred Heart University, Connecticut, MBA, Graduate Sacred Heart University, Connecticut, B.S. Finance, New York University, NYC, Investment Banking Certificate

Completed numerous courses and seminars offered by the Appraisal Institute, University of Colorado, University of Houston, Arizona State University, as well as other real estate institutions, including the following:

- Appraisal of Local Retail Properties
- Online Scope of Work: Expanding Your Range of Services
- Introduction to International Valuation Standards
- Appraising Convenience Stores
- Eminent Domain and Condemnation
- Operating Income Statements
- Analyzing Commercial Lease Clauses
- Real Estate Principles and Practices
- Real Estate Basic Valuation
- Capitalization Theory & Techniques Part A
- Significant Cases in CT Assessment Practice
- Online Valuation of Detrimental Conditions in Real Estate
- Business Practices and Ethics
- Professional's Guide to Uniform Residential Appraisal Report
- Mass Valuation Income Approach
- USPAP and the Real World: Changes for 2006
- Report Writing
- Comprehensive Exam
- Construction Overview
- Appraisal of Leased Fee Estates



- Capitalization Theory & Techniques Part B
- Standards and Professional Practices
- Case Studies in Real Estate Valuation
- Demonstration Report Writing Seminar
- Advanced Report Writing Workshop
- Eminent Domain Valuation

**Representative Property Types**

Office, retail centers, industrial, multi-family, single-family residential/subdivisions, commercial land, nursing homes, assisted living facilities, condominium developments, easements, golf courses, marinas, auto dealerships, and hospitality

**Expert Witness Background**

Qualified as expert witness in Federal and State Courts

**Recent Employment**

1983 –2003: Independent Fee Appraiser  
President of Fazio & Associates, Inc., Bridgeport, CT  
2004-present: Partner of Kerin & Fazio, LLC, Fairfield, CT

**Connecticut Appraisal & Revaluation Licenses**





### Christopher Kerin, MAI, CCIM - Outline of Qualifications, Education, and Experience

#### Biographical Data

A graduate of the University of Connecticut, Chris holds a degree in Finance with a concentration in Real Estate and Urban Economic Studies. He has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial and other property types. Chris is one of only 4% of commercial professionals to have earned the elite CCIM designation. CCIM's are nationally recognized as experts in all phases of the real estate investment process. As an MAI, CCIM, licensed real estate broker and appraiser, Chris has the experience, market knowledge and negotiation skills that are critical for advising clients on important real estate investment decisions.

#### Professional Affiliations

Appraisal Institute – MAI Designation, Certificate No. 10693

CCIM Institute – CCIM Designation, Certificate No. 8949

Member – International Council of Shopping Centers

Member – Real Estate Finance Association, Fairfield County

Member - National Association of Realtors

Connecticut Office of Policy and Management – Certified to Perform Revaluation Functions  
for Land/Residential/Commercial/Industrial/Supervisor - Certificate No. 790

Connecticut Certified General Appraiser No. 329

Connecticut Broker License No. 750623

New York Certified General Appraiser No.46000050400

#### Education and Training

University of Connecticut, B.S. Degree, Business Administration, May, 1989, Finance, Real Estate and Urban Economic Studies, Cum Laude

Completed numerous courses and seminars offered by the Appraisal Institute, CCIM Institute, National Association of Realtors, University of Connecticut, Wharton School of the University of Pennsylvania, as well as other real estate institutions, including the following:

- Pension Fund Investment in Real Estate
- Debt Workout, Transactions and Re-Positioning of Distressed Assets
- Hotel Valuations
- Analyzing Commercial Lease Clauses
- Environmental Risk and Real Estate
- Commercial Brokerage Techniques
- Valuing Local Retail Properties
- Separating Real & Personal Property from Intangible Business Assets
- Appraisal of Nursing Facilities
- GIS Applications for Real Estate Appraisal
- Case Studies in Real Estate Valuation
- Tax-Deferred 1031 Property Exchange





- Affordable Housing Valuation
- Valuing Commercial Green Buildings
- Eminent Domain and Condemnation Appraising
- Marketing Commercial Property
- Principals of Income Property Appraisal
- Standards of Professional Practice
- The Appraiser as an Expert Witness
- Valuing Residential Green Buildings
- CT Real Estate Appraisal Law
- Ethics in Real Estate
- Real Estate Finance
- Principles of Real Estate

**Expert Witness Background**

Qualified as expert real estate witness in Federal Court and in State Courts in Fairfield, Hartford, Litchfield and New Haven Counties.

**Teaching Experience**

Course instructor for the Connecticut Bar Association, New Haven County Bar Association, Connecticut Association of Assessing Officers, Northeast Regional Association of Assessing Officers, and other local organizations.

**Employment**

- 2004 - Present: Member of Kerin & Fazio LLC, Fairfield, CT
- 2006 - Present: Member of Municipal Valuation Services, LLC, Fairfield, CT
- 1999 - 2004: President of Kerin Commercial Real Estate, Newtown, CT
- 1999 - 2001: Executive Vice President, Wilson Commercial Real Estate, Wilton, CT
- 1995 - 1999: Executive Vice President, New England Land Company, Greenwich, CT
- 1989 - 1995: Leshner-Glending & Company, Inc., Ridgefield, CT
- 1985 - 1987: Coldwell Banker Commercial Real Estate, Stamford, CT



**Reference of Working Experience**

Individuals, attorneys, corporations, municipalities and State Agencies, including: U.S. Department of the Interior, Federal Aviation Administration, CT Department of Transportation, CT Department of Public Works, Connecticut Light and Power Company, Nature Conservancy, Trust for Public Land, Chase Bank, Webster Bank, IBM Corporation, Exxon/Mobil Corporation, Marriott Corporation, Stop & Shop Supermarket, Prudential, Skanska (U.S.A.), Inc., Stamford Hospital, Burger King, Pizza Hut, W & M Properties, A.D. Phelps, Inc., etc.

**Connecticut Appraisal & Revaluation Licenses**





### David J. Herbst, MAI - Outline of Qualifications, Education, and Experience

#### Biographical Data

David has a diverse real estate background that includes commercial leasing and sales, construction management, and appraisal. A graduate of the University of Michigan, David holds a Bachelor's degree in Economics. He has earned the Appraisal Institute's distinguished MAI membership designation, indicating an advanced level of expertise in the valuation of commercial, industrial and other property types.

#### Professional Affiliations

- Appraisal Institute – MAI Designation, Certificate #497388
- Certified General Real Estate Appraiser, State of Connecticut # RCG.1252
- Certified General Real Estate Appraiser, State of New York # 46000050523
- Connecticut Office of Policy and Management – Certified to Perform Revaluation Functions for Commercial/Industrial - Certificate No. 983

#### Education and Training

Graduate, University of Michigan, Ann Arbor, MI – Earned BA in Economics

Completed courses and seminars offered by the University of Michigan, the Appraisal Institute, as well as other real estate institutions, including the following:

- Appraisal I
- Real Estate Economics
- International Finance
- General Appraiser Income Approach II
- Advanced Applications
- Tenant Credit Analysis
- Separating Real Property, Personal Property, and Intangible Business Assets
- Analyzing Distressed Real Estate
- Appraisal of Medical Office Buildings
- Appraisal II
- Money & Banking
- International Trade Theory
- Real Estate Finance and Statistics
- Market Analysis and Highest & Best Use
- Advanced Income Capitalization
- Advanced Sales Comparison and Cost Approach
- Report Writing and Valuation Analysis
- Appraising Convenience Stores

#### Representative Property Types

Office, retail centers, industrial, multi-family, single-family residential/subdivisions, commercial land, nursing homes, assisted living facilities, condominium developments, easements, golf courses, marinas, auto dealerships, and hospitality



**Expert Witness Background**

Qualified as expert witness in Fairfield County and New Britain Superior Courts

**Recent Employment**

1/1/2014-present: Partner of Kerin & Fazio, LLC, Fairfield, CT  
1/2007-12/13/2013: Commercial Appraiser - Kerin & Fazio, LLC, Fairfield, CT  
9/2005-12/2006: Commercial Real Estate Agent / Appraiser – John D. Hastings, Inc. Westport, CT

**Connecticut Appraisal & Revaluation Licenses**







## Revaluation Methodology

Sales comparison, income capitalization and cost are the three approaches to value. For each property, we will use the appropriate appraisal method, as listed below:

- Vacant Land – Comparable Sales Approach (and Land Residual Analysis)
- Improved Residential – Cost Approach / Comparable Sales Approach
- Improved Commercial – Cost Approach / Comparable Sales Approach / Income Approach
- Improved Industrial – Cost Approach / Comparable Sales Approach / Income Approach
- Condominium- Comparable Sales Approach
- Special Purpose and Exempt Property – Cost Approach / Comparable Sales Approach

### Cost Approach

We will determine land values by examining comparable land sales or the land residual analysis. If sufficient comparables within the City do not exist, we will examine sales from comparable regional locations outside Bridgeport. Replacement cost estimates for the buildings and site improvements are based on Marshall Valuation Service, or a comparable cost service employed by the City. Where available, trended historic costs for recently constructed properties are utilized as additional indications of replacement cost new. We will apply deductions for accrued depreciation, and/or additions for developer's profit based on our physical inspection of the property and market factors.

### Sales Comparison Approach

We will examine recent property transfers with improvements similar to the property in question. We compare and adjust these properties to the subject property, and give consideration to such value-influencing variables including time, location, physical characteristics of the site and improvements, financing, and conditions of sale.

Since some properties compete outside Bridgeport, we will consider and develop sales of properties throughout the state. In addition, we prepare a commercial sales book that details all verified commercial/industrial properties to help ensure accurate valuations, and to provide support during the informal public hearings.

### Income Capitalization Approach

The Income Approach is the primary methodology applicable to commercial, multi-family, and industrial properties. This approach is developed through direct capitalization, where an overall capitalization rate is applied to stabilized net operating income. The basis for the analysis is the Income and Expense (I & E) data provided by property owners to the City of Bridgeport, the Kerin & Fazio proprietary database, CoStar, and MLS. The I&E data is entered into an Excel spreadsheet containing all commercial and industrial properties



within the municipality. The properties are identified by property type, location, and physical characteristics. Net operating income is developed by developing market rent, vacancy and operating expenses. Consideration is given to the actual reported income and expenses, reconciled with comparable market data. Capitalization rates are developed by using comparable sales data, the band-of-investment technique, debt-coverage formula and investor surveys. We will apply tax loads based on consultation with the Assessor. We may develop discounted cash flow analyses as additional support if appropriate for the type of property under analysis.

A going-concern analysis is developed for trade related properties such as hotels, skilled nursing facilities, assisted living facilities, and golf courses. This analysis is developed utilizing the net operating income associated with the going concern, and deducting the value of personal property and intangibles to conclude a value for the real estate.

### Sales Analysis

We use the industry-standard SPSS statistical program to measure and test the statistical reliability of sales. We will conduct the following tests and analyses to ensure a quality revaluation for Bridgeport:

- Coefficient of Dispersion and Variance tests
- Price Related Differential Testing
- Use of MRA Statistics to measure the effect of variables on value
- Use of MRA Statistics to create valuation models
- Isolating the effect of age, style and location on value
- Statistical Measures of Standard Deviation, Mean, Mode and Median
- Tracking of Listings and sales
- Verification of sales data to include conditions of sale, financing, and terms of transfer

Munival has consistently exceeded performance-based testing standards as required by all revaluation consultants since 2002. Valuation testing ranges indicated less than 10% COD, with less than 3% deviation in PRD testing.

### Sales Verification Process

Comparable sales are physically inspected and the terms of sale, purchase price, financing, and special conditions are verified to judge the validity of the sale. The determination of validity is a cooperative effort with the Assessor, and the revaluation supervisor. Since the physical characteristics can change after the sale, we research and analyze MLS system to verify actual characteristics at the time of sale. If there are ambiguities, information is requested from the listing or buyer's agent. At the Assessor's discretion, sales verification letter can be sent to verify the municipalities data.



## Data Collection & Management

### Data Mailers

To ensure public confidence, taxpayers must also play an active and important role in monitoring the quality of the data to be used as the basis of this revaluation. We will distribute a data mailer as stated in the Section 2 of the RFP.

We are prepared to physically inspect those properties that do not return a data mailer for consideration or if the returned data mailer indicates substantial property modification. Such inspections shall be determined by the Assessor and/or his/her designee.

Included with the data mailers is a cover letter that explains the purpose of the mailer. The format and content of the data mailer, as well as the cover letters, shall be subject to approval by the Assessor. We will be responsible for making any corrections to the existing CAMA database as a result of the returned data mailers and field inspections.

### Status Reports

Our qualified reviewers will examine all properties in the field. In addition to reviewing classifications and final values, our reviewers will ensure that the properties are correlated to comparable properties. In addition to providing the Assessor with review dates, we will welcome the Assessor to accompany our reviewers during this phase of the revaluation. We internally track our field personnel's data collection, including the number of parcels visited, measured/listed, or refused. From this data, we will tabulate weekly totals, then create a monthly status report for the Assessor. This status report will detail the steps in the revaluation process, along with the numerical and percentage completed. We will tailor the report to meet the needs of the Assessor's office.



CITY/TOWN OF XXXXXX

October 1, 20XX Revaluation

DATE

OWNER NAME
CO OWNER NAME
MAILING ADDRESS
MAILING ADDRESS 2
ANY TOWN, CT XXXXX

REVALUATION 20XX DATA VERIFICATION FORM

Location of Property: 123 ANY STREET
Parcel ID: 1234

The City/Town of XXXX is in the process of data verification for the state mandated Revaluation for the October 1, 20XX Grand List. As part of the process, Municipal Valuation Services, the firm contracted to assist in the Revaluation, has compiled information about the property listed above from existing City records. This information will be utilized during the valuation phase of the project. The City of XXXX is requesting that you review the information listed below and make any necessary corrections on the form, sign the form and return it by XX/XX/20XX.

You may return the form either by mail to Municipal Valuation Services, LLC at 1129 Post Road, Fairfield, CT, 06824; fax it back to (203) 259-9501 or respond by email at xxxreval@munival.com. If you respond by email, please reference your parcel ID number and state the necessary corrections. If there are no corrections, please check off the appropriate box on this form and return it by XXXX/20XX.

- Building Style:
Exterior Wall Material:
Interior Wall:
Interior Floor:
Heat Fuel:
Heat Type:
Central A/C
\*Bedrooms:
\*\*Ballrooms:
Basement:
\*\*\* Basement Finish:
Garage Type:
Year Built:
Utilities:
Zoning:
Lot Size in Acres:
Fireplaces:
Parcel Use:

NO CHANGES [ ]

Signature \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_



## Property Characteristics Explanation

<b>Building Style:</b>	A Conventional is a house that is at least 2 stories and does not fit the description of Colonial, Dutch Colonial, Tudor or Victorian. Old Style would be a house that is less than 2 stories in height and does not fit into the style of Ranch, Raised Ranch, Cape, Split Level, Contemporary or Bungalow. If the structure contains more than one living unit, it will be classified as a Multi-Family.
<b>Dwelling Units:</b>	This would be 1 for single family residence, 2 for a two family, 2 for single family with in-law or 6 for a 6 family etc...
<b>Story Height:</b>	Capes without dormers are considered as 1 story with attic space above. Capes with dormers are considered as a 1.5 story. Raised Ranches are considered as 1 story with raised basement below.
<b>*Bedrooms:</b>	Bedroom count is determined by considering the house as if vacant and on the open market for sale. Even if a room is being used as a den or office, etc...it may still be considered a bedroom for valuation purposes. In other words, if a bedroom is being used as something other than a bedroom, it is still a bedroom.
<b>**Bathrooms:</b>	A bathroom is considered a full bath if it has 3 or more fixtures (tub or shower stall, sink and toilet). Three fixture baths with a shower stall only (no tub), are still considered a full bathroom. A bathroom with only 2 fixtures (any combination of tub or shower stall, sink and toilet) is considered a half bath. The number of bathrooms indicated is for all living units in the dwelling. For example a house with 1 full bath and 2 half bathrooms would look like 1:2 baths.
<b>***Basement Finish:</b>	A basement is considered finished if three of the following four items exist: <ol style="list-style-type: none"> <li>1. Finished walls such as sheetrock or paneling, etc.</li> <li>2. Finished flooring such as carpet or linoleum.</li> <li>3. Finished ceilings.</li> <li>4. Heat.</li> </ol> <p>Please make any additional comments on the data verification form about basement finish including amount of finish and level of finish.</p>



## Vendor References

Reference #	Municipality	Contact	Phone
1	City of Bristol 111 North Main Street Bristol CT 06010	Tom DeNoto, Assessor	(860) 584-6240
2	City of New Haven 165 Church Street New Haven CT 06510	Alex Pullen, Assessor	(203) 946-7122
3	City of Shelton 54 Hill Street Shelton CT 06484	Bill Gaffney, Assessor	(203) 924-1555
4	Town of East Hartford 740 Main Street, 1st Flr East Hartford CT 06108	Brian Smith, Assessor	(860) 291-7260
5	Town of Trumbull 5866 Main Street Trumbull CT 06611	Mark DeVestern, Assessor	(203) 452-5016
6	City of Stamford 888 Washington Blvd, 6th Flr Stamford CT 06901	Greg Stakepole, Assessor	(203) 977-4018
7	City of Danbury 155 Deer Hill Avenue Danbury CT 06810	Brian Lastra, Assessor	(203) 797-4556





### No Conflicts Form

City of Bridgeport

Bid TAB10718CR

Revised 2017

#### NO CONFLICTS FORM

EVERY BUSINESS THAT SUBMITS A BID, PROPOSAL, QUOTATION, QUALIFICATION PACKAGE OR OTHER SUBMISSION TO THE CITY OF BRIDGEPORT PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, AS AMENDED) HAVING A VALUE OR POTENTIAL VALUE OVER \$25,000 MUST FULLY AND ACCURATELY COMPLETE THIS DISCLOSURE FORM OR ITS SUBMISSION WILL BE DEEMED NON-RESPONSIVE. IF THERE IS INSUFFICIENT SPACE FOR ANY ANSWER, ATTACH ADDITIONAL SHEETS.

Name of Business: Municipal Valuation Services, LLC

Person signing this form: Michael Fazio, MAI

Title: Member, LLC

Phone Number: ( 203 ) 292 - 5500

The undersigned hereby represents and warrants that the following statements are true, correct and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

1. Business is (check one)
- |   |  |
|---|--|
| <input type="checkbox"/> a corporation                          | <input type="checkbox"/> a general partnership |
| <input checked="" type="checkbox"/> a limited liability company | <input type="checkbox"/> a sole proprietorship |
| <input type="checkbox"/> a limited liability partnership        | <input type="checkbox"/> other _____           |

2. Business Address: 23 Sherman Street  
Fairfield, CT 06824

3. State of incorporation or organization:  Connecticut  
 Other \_\_\_\_\_

4. What other trade names does the Business use, if any?  
None  
\_\_\_\_\_  
\_\_\_\_\_

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City of Bridgeport

Bid TAB10719CR

Revised 2017

5. (a) Identify all officers, directors, managing or general partners, or managing members.

<u>Name</u>	<u>Address</u>	<u>Title</u>
Michael Fazio	23 Sherman Street, Fairfield, CT	Member, LLC
Christopher Kerin	23 Sherman Street, Fairfield, CT	Member, LLC
David Herbst	23 Sherman Street, Fairfield, CT	Member, LLC
_____	_____	_____
_____	_____	_____

(b) Identify owners of 5% or more interest in the Business:

Same as above	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. Identify any parent, affiliate or subsidiary organization of the Business.

(a) Company's name N/A, a

- a corporation
- a limited liability company
- a limited liability partnership
- a general partnership
- a sole proprietorship
- other \_\_\_\_\_

State of Incorporation or organization: \_\_\_\_\_

Relationship to your company: \_\_\_\_\_

(b) Company's name N/A, a

- a corporation
- a limited liability company
- a limited liability partnership
- a general partnership
- a sole proprietorship
- other \_\_\_\_\_

State of Incorporation or organization: \_\_\_\_\_

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City of Bridgeport

Bid TAB10718CR

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Relationship to your company: \_\_\_\_\_

[Add additional sheets if necessary.]

7. Has the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, within the past three (3) years been convicted of, entered a plea of guilty, entered a plea of *nolo contendere*, concluded or served a sentence imposed for, or otherwise admitted to:

- |   | <u>Yes</u>               | <u>No</u>                           |
|---|--------------------------|-------------------------------------|
| a) the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) the violation of any state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a municipal contractor? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) the violation of any state or federal antitrust, collusion or conspiracy law arising out of the submission of bids or proposals to a public or private contract or subcontract?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) fraudulent, criminal or other seriously improper conduct while participating in a joint venture or similar arrangement.  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) willfully failing to perform in accordance with the terms of one or more public contracts, agreements or transactions?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) having a history of failure to perform or a history of unsatisfactory performance of one or more public contracts, agreements or transactions?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) willfully violating a statutory or regulatory provision or requirement applicable to a public contract, agreement or transaction?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 7, EXPLAIN ON AN ATTACHED SHEET.**

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City of Bridgeport

Bid TAB10719CR

Revised 2017

8. Initial as appropriate below:

None of the persons listed herein is related by blood or marriage to any City of Bridgeport government official or employee. JA (Initial)

OR

One or more of the persons listed herein is related by blood or marriage to a City of Bridgeport government official or employee. (Explain in detail below or attach additional sheet if necessary). \_\_\_\_\_ (Initial)

\_\_\_\_\_  
\_\_\_\_\_

9. Does the Business, any parent, affiliate or subsidiary company, or any of their respective officers, directors, owners, general partners, managing members, employees, or agents have any business or familial relationship, through ownership, directorship, contractual arrangement, control, or other arrangement with any of the subcontractors to be used on the work involved in the bid for which this form is being submitted?

**IF YOU ANSWER YES TO ANY PART OF PARAGRAPH 9, EXPLAIN ON AN ATTACHED SHEET.**

10. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED REPRESENTS THAT THERE EXISTS NO KNOWN OR SUSPECTED CONFLICTS OF INTEREST BETWEEN THE BUSINESS, ITS PARENT, AFFILIATES OR SUBSIDIARIES AND THE CITY OF BRIDGEPORT. JA (Initial)

11. Read and initial at the end of the following paragraph:

BY INITIALING BELOW, THE UNDERSIGNED UNDERSTANDS THAT THE DUTY TO PROVIDE THE INFORMATION REQUESTED IN THIS FORM IS A CONTINUING OBLIGATION AND THAT THE INFORMATION REQUIRED BY THIS FORM MUST AND WILL BE PROMPTLY UPDATED UPON ANY CHANGE. JA (Initial)

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**Item # \*77-18 Consent Calendar**

Professional Services Agreement with Metropolitan Council of Governments for the Administration of the Connecticut Avenue and Stratford Avenue Transportation Development and Safety Corridor Study.



**Report  
of  
Committee  
on  
Contracts**

**City Council Meeting Date: May 20, 2019**

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

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

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

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #77-18 was approved by the City Council of the City of Bridgeport on May 20, 2019, and the report of the Council's doings on that date does not require Mayoral signature; said approval effective as of June 12, 2019. The Mayor has authority to take necessary action in furtherance of the approved resolution pursuant to the authority granted to the Mayor under City Ordinance Chapter 3.08.040.

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CITY CLERK OFFICE





# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*77-18 Consent Calendar**

**WHEREAS**, the City's Master Plan of Conservation and Development, "Plan Bridgeport," establishes that the City shall focus on strengthening its neighborhoods by making them more livable, more walkable, by introducing safer "complete streets," by advancing "vision zero" traffic safety concepts, by designing roadways and public realm improvements that are conducive to desirable commerce and that make our neighborhoods more connected internally and to one another;

**WHEREAS**, the "East End Neighborhood Revitalization Zone Strategic Plan," originally adopted in August 2005, (the "NRZ Plan") makes a series of recommendations that are designed to improve the East End, in part by focusing on the transportation infrastructure and roadways within the neighborhood;

**WHEREAS**, with respect to Stratford and Connecticut Avenues, the NRZ Plan finds that:

*Both have high number of accident reports;*  
*Motorists regularly exceed posted 25 mph and 35 mph speed limits;*  
*One-way avenues facilitate traffic flow through, but not within, the neighborhood;*

**WHEREAS**, the NRZ Plan recommends re-routing through traffic and truck traffic to corridors at the edges of the neighborhood so that local streets, especially Stratford Avenue, but also Newfield and Hollister, may be developed as pedestrian and bicycle oriented with traffic calming features to encourage slow-moving traffic conducive to retail and residential activity;

**WHEREAS**, the NRZ Plan further recommends returning Stratford and Connecticut Avenues to two-way use;

**WHEREAS**, the City's Office of Planning and Economic Development ("OPED") desires to advance the NRZ Plan's recommendations;

**WHEREAS**, OPED recognizes that doing so will require formal study an formal analysis of traffic and circulation patterns and accident information, as well as interaction with the State Department of Transportation ("DOT"), with neighborhood constituents, and with business owners, so as to establish specific designs, cost estimates, funding strategies, all of which will be required to construct the capital improvements contemplated by the NRZ Plan recommendations;

**WHEREAS**, in specific anticipation of this work, the Bridgeport City Council authorized \$500,000 in the City's FY 2018 Capital Plan for "Commercial Retail Corridor Traffic Improvements";



# City of Bridgeport, Connecticut

## Office of the City Clerk

Report of Committee on Contracts  
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**WHEREAS**, in order to attract regional and State support, funding, and awareness for this work, and in order to address its technical aspects, OPED sought the administrative partnership of the [Greater Bridgeport] Metropolitan Council of Governments ("MetroCOG");

**WHEREAS**, in August of 2017, the State DOT solicited proposals for Corridor Planning Studies from each of the State's nine regional Council of Governments (COGs);

**WHEREAS**, pursuant to this solicitation, each municipality in the State was given an opportunity to submit planning study ideas to its regional COGs using CTDOT's Study Screening Application ("Application") for the use of Local Transportation Capital Improvement Program ("LoTCIP") funds for the Corridor Planning Studies;

**WHEREAS**, MetroCOG provided each of the six communities in its region (Bridgeport, Stratford, Trumbull, Monroe, Fairfield, Easton) with an opportunity to submit Corridor Planning Study ideas via the Application;

**WHEREAS**, OPED identified the "*Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study*" ("the "Study") as its priority and submitted an application on November 30, 2017 in the amount of \$600,000 to identify feasible improvements for the Connecticut Avenue and Stratford Avenue Corridor that will increase safety for all transportation modes, reduce traffic congestion and accommodate bicyclists, pedestrians and transit users;

**WHEREAS**, in support of its application, OPED committee \$300,000 of the City Council approved capital funding as local match for the Study;

**WHEREAS**, MetroCOG reviewed the application for conformity with Corridor Planning Study Guidelines, ranked the application and submitted the application to CTDOT;

**WHEREAS**, MetroCOG was notified in August 2018 that the *Connecticut Avenue and Stratford Avenue Transportation, Development and Safety Corridor Study* was awarded a grant from the State of Connecticut Department of Transportation's Local Transportation Capital Improvement Program (DOT Project No. DOT01703276GR);

**WHEREAS**, the total awarded project cost of the study is \$600,000; of which \$300,000 will be funded via the State of Connecticut (DOT Project No. DOT01703276GR) and \$300,000 will be funded via the City Council approved capital fund;



# City of Bridgeport, Connecticut Office of the City Clerk

Report of Committee on Contracts  
Item No. \*77-18 Consent Calendar

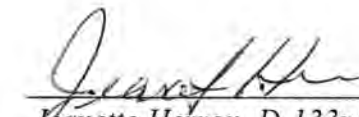
-3-

WHEREAS, given its relationship with the DOT, given its status in the region, given its presence and location within Bridgeport, given its expertise in such work, and given the funding and administrative capacity it has already brought, and will continue to bring, to this initiative, OPED wishes to retain MetroCOG to administer the *Connecticut Avenue and Stratford Avenue Transportation, Development and Safety Corridor Study* and serve as Project Manager overseeing the Study, including the procurement of a third-party consultant/engineer;

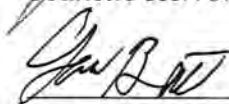
NOW THEREFORE, BE IT RESOLVED that the Bridgeport City Council approves the attached Professional Services Agreement between MetroCog and OPED;

BE IT FURTHER RESOLVED that the Director of OPED, or his designee, is hereby authorized to execute the Professional Services Agreement substantially in the form attached hereto and made a part hereof, subject to the final review and approval of the City Attorney's Office as to form and content, and is further authorized to execute any and all other documents, and to do any and all other things necessary in furtherance of and consistent with this resolution in the best interests of the City.

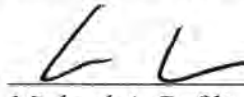
RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

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

  
\_\_\_\_\_  
Ernest E. Newton II, D-139th, Co-Chair

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

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

  
\_\_\_\_\_  
Michael A. Defilippo, D-133rd

\_\_\_\_\_  
Maria Zambrano Viggiano, D-136th

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

City Council Date: May 20, 2019

## **PROFESSIONAL SERVICES AGREEMENT**

*(Connecticut Ave. & Stratford Ave. Corridor Study)*

**THIS AGREEMENT** made this \_\_\_\_ day of May, 2019 (the "**Agreement**") is hereby entered into by and between the **Connecticut Metropolitan Council of Governments**, with offices at 1000 Lafayette Boulevard, Suite 925, Bridgeport, Connecticut 06604 (the "**Contractor**") and the **City of Bridgeport**, a municipal corporation located at 45 Lyons Terrace, Bridgeport, Connecticut 06604, through the Office of Planning and Economic Development (the "**City**") on the following terms and conditions:

**WHEREAS**, the State of Connecticut Department of Transportation ("CTDOT") solicited Corridor Planning Studies from each of the State's nine regional Council of Governments (COGs);

**WHEREAS**, each municipality was given an opportunity to submit planning study ideas to the COGs using CTDOT's Study Screening Application ("Application") for the use of Local Transportation Capital Improvement Program ("LoTCIP") funds for Regional Planning Studies;

**WHEREAS**, MetroCOG provided each of their six communities an opportunity to submit Corridor Planning Study Ideas via the Application;

**WHEREAS**, the City of Bridgeport identified the "*Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study*" (the "**Study**") and applied for \$600,000 to identify feasible improvements for the Connecticut Avenue and Stratford Avenue Corridor that will increase safety for all transportation modes, reduce traffic congestion and accommodate bicyclists, pedestrians and transit users;

**WHEREAS**, the City of Bridgeport committed \$300,000 in capital funding as local match for the Study;

**WHEREAS**, MetroCOG reviewed the application for conformity with Corridor Planning Study Guidelines, ranked the application and submitted the application to CTDOT;

**WHEREAS**, MetroCOG was awarded a grant from the State of Connecticut Department of Transportation's Local Transportation Capital Improvement Program (DOT Project No. DOT01703276GR) for the Connecticut Avenue and Stratford Avenue Transportation, Development & Safety Corridor Study (the "**Grant**");



**WHEREAS**, the total awarded project cost of the Study is \$600,000; of which \$300,000 will be funded via the State of Connecticut (DOT Project No. DOT01703276GR) and \$300,000 being funded via the City of Bridgeport;

**WHEREAS**, the City and MetroCOG have mutually agreed that MetroCOG will administer the *Connecticut Avenue and Stratford Avenue Transportation, Development and Safety Corridor Study* and serve as Project Manager overseeing the Study, including the procurement of a third-party consultant / engineer;

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

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Contractor to perform the services as described in its Scope of Services (the "**Services**") as set forth and described in **Exhibit A**. Said Services are being performed in connection with the Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study ("Project"). The Contractor shall hold such meetings and site visits that are requested by the City to review the Services being performed. Any change in the Services shall be in writing and shall not exceed the Fee, defined below, unless this Agreement is modified in accordance with Section 18(b) hereof.

This Project is being funded, in part, by a Grant, which is attached hereto as **Exhibit B** and fully incorporated herein. In performing all Services required hereunder, Contractor expressly agrees to comply with all the terms and conditions set forth in the Grant agreement whether or not fully set forth herein.

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

3. Record of Activities; Retention of Records. The Contractor shall maintain contemporaneous daily time records of hours and tasks performed in sufficient detail, which records shall be submitted to the City upon requested. Unless otherwise stated, all work schedules shall be considered a material part of this Agreement. Financial records, supporting documents and all other records pertinent to the Services shall be retained for a period of three (3) years except 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. The retention period starts from the date of submission of the final invoice.

4. Source of Funds Requirements; Price; Payment.

(a) Source of Funds Requirements. The Contractor's activities under this Agreement will be funded from the Grant. Such funding shall be paid to the City to compensate the Contractor for the Services performed in accordance with this Agreement; provided, however, that the parties may agree in the future to continue the services of the Contractor in accordance with the terms of the City's purchasing ordinance, funding requirements and/or funding availability.

(b) Price. Contractor will provide its Services for the fee not to exceed Three Hundred Thousand Dollars (\$300,000.00) ("**Fee**"), which is fully inclusive of all labor, materials and professional services related to the performance of the Services. Specifically, except as stated herein, the price includes Contractor's wages, overhead, general and administrative expenses, all other indirect costs, direct costs associated with outside technical assistance and performance of professional services, and all other items required to conduct the work.

(c) Payment. Upon the verification of the completion of the Services, the Contractor will submit invoices quarterly for Services performed during the previous quarter, with all backup documentation and, if applicable, reimbursable expenses with receipts, and the like, to OPED, and the City shall pay such invoices within 45 days after receipt of a complete invoice.

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

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



7. Confidential Information.

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

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

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

8. Representations.

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

(a) The Contractor represents that it has full right, power and legal capacity to enter into this Agreement, the execution and delivery of this Agreement has been duly authorized by the Contractor's governing body, and no further consents or approvals of any person or entity are necessary in connection with the execution of this Agreement by Contractor.

(b) The Contractor represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its

employ, or will hire qualified and trained, personnel to perform the Services and it also has all necessary tools and equipment to perform the Services.

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

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

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

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

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

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

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

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

may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Contractor hereunder.

(k) The Contractor represents that, while work is in process, it shall be the Contractor's responsibility to safely control pedestrian and vehicular traffic flow so as to maintain the safety of the work site location.

(l) The Contractor represents that it will neither disrupt the ferry operations on either land or in water nor obstruct access to the First Responder's Dock.

9. Remedies & Liabilities.

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

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

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

If to the CITY:

Director  
Office of Planning and Economic Development  
999 Broad Street  
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Contractor:

At the address specified above.

11. Termination For Default; Termination For Convenience.

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

(b) The Contractor may not terminate for convenience without giving thirty (30) days advance written notice. The City may terminate immediately for convenience upon giving written notice of termination.

12. Resolution of Disputes and Choice of Law.

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



13. Independent Contractor Status. The Contractor and its approved subcontractors are independent contractors in relation to the City with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. The Contractor shall remain responsible, and shall indemnify and hold harmless the City, from and against liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Contractor, its subcontractors and their respective employees. THE CONTRACTOR REPRESENTS THAT IT RETAINS WIDE DISCRETION IN THE TIME, MANNER AND DETAILS OF PERFORMANCE, IS NOT UNDER THE CITY'S DIRECT SUPERVISION OR CONTROL, HAS THE SKILLS AND TOOLS TO PERFORM THE WORK, HOLDS ITSELF OUT GENERALLY AS AN INDEPENDENT CONTRACTOR AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

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

15. Indemnification; Insurance.

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

A. Insurance requirements: (1) The following insurance coverage is required of the Contractor who shall ensure that the City is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner The Contractor shall procure, present to the City, and maintain in effect for the Term without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City.

Professional Liability insurance (claims made form) with minimum limits of \$1,000,000, or as otherwise required by the City.

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

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

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

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

Cancellation notice—The City shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the CITY at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

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

Additional insured—The Contractor will arrange with its insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages as additional insured parties **BY POLICY**



**ENDORSEMENT** and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City in the following form and manner:

“The Bridgeport Port Authority, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA  
Margaret E. Morton Government Center  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, Connecticut 06604”

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

17. Communications. All communications shall be made orally or in writing to the CITY's Program Manager or his/her respective designee. Any written report prepared by or requested from the Contractor shall be sent in draft form to the City Attorney for review prior to finalization.

18. Miscellaneous.

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

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

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

(d) Force Majeure. The parties hereto, respectively, agree that the other party shall not be in default of this Agreement if such party is unable to fulfill, or is delayed in fulfilling, any of its obligations hereunder in spite of its employment of commercially reasonable efforts and due diligence as a result of events beyond the reasonable control of such party caused by severe weather conditions, natural disasters, catastrophic events, labor unrest, severe shortages of key materials, or delays of contractors or subcontractors due to any such causes, casualties to persons or Property, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this Agreement, or actions taken by other persons beyond the exclusive control of the party claiming hindrance or delay (any of the foregoing being referred to as "**Force Majeure**"). If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this Agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding the receipt of notice of a claimed hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of the non-requesting party's obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming hindrance or delay.

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

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

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

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

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

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

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

**CITY OF BRIDGEPORT**

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

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

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

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

**CONTRACTOR**

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

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

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

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

Exhibit A

DRAFT

## SCHEDULE A:

### Scope of Services

#### Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study Bridgeport, Connecticut

#### Overview

The purpose of this Study is to identify feasible improvements for the Connecticut Avenue and Stratford Avenue Corridor that will increase safety for all modes, reduce traffic congestion and accommodate bicyclists, pedestrians and transit users. Viewed from west to east, the study area will concentrate on the Connecticut Avenue and Stratford Avenue Corridor as it extends from the paired origin of these two roadways at Seaview Avenue to their terminating confluence at the Bridgeport/Stratford border. The study's core focus is on the Stratford Avenue/Connecticut Avenue corridor with consideration of the major north-south routes -- Seaview, Central and Bishop Avenues -- as well as of the lesser north-south routes - Newfield, Bunnell, Union, and Hollister -- along with the important east-west routes of Beardsley and Orange. Please see Location Map below showing the Study Area.





The corridor couplet, made up of the two one-way streets, is part of the state highway system, CT Route 130. Over 14,000 vehicles are estimated to use the corridor daily, split relatively evenly between Stratford and Connecticut Avenues. The Connecticut Avenue segment is approximately 5300 ft. and facilitates westbound travel. The Stratford Avenue segment is about 5200 ft. and facilitates eastbound travel. There are approximately 16 cross streets that connect Connecticut Avenue and Stratford Avenue. Posted speed limits of 25 and 35 mph vary along both corridors with motorists regularly exceeding the posted limits.

The Regional Transportation and Development Safety and Flow Study of the Connecticut Avenue and Stratford Avenue Corridor will provide the City of Bridgeport, the Connecticut Metropolitan Council of Governments (MetroCOG), and the Connecticut Department of Transportation (CTDOT) with a comprehensive planning document to guide future development, identify needed roadway and intersection improvements, address capacity and solve traffic safety issues along the corridor.

The Study will analyze data such as vehicle speed, traffic volumes, queue length/timing gaps, lane usage, sight distance, ROW utilization, access driveways, transit stops, pedestrian crossing times, and accident rates. The current and future operations of the one-way couplet will also be analyzed. To address future development and traffic congestion in both corridors, a detailed traffic signal, capacity and traffic safety analysis of Connecticut Avenue and Stratford Avenue is necessary. Signalized intersections in the study area need to be analyzed to understand how their interconnectedness affects the flow of traffic through the study area.

The study will also analyze and select preferred alternatives with input from local, municipal and state stakeholders. Input will be collected through study advisory committee meetings and public meetings.

The project will recommend improvements to address road safety issues and recurring congestion by:

- Identify transportation improvements that will address safety issues and mitigate deficiencies.
- Developing appropriate accommodations for vehicular traffic, bicyclists, pedestrians and transit users
- Recommending bicycle, pedestrian and transit amenity improvements throughout the study area.
- Determining how to provide the best access to residents, businesses and services.
- Anticipating future development in the corridor including the Civic Block Retail Plaza, Newfield Library Expansion, Steelpointe Harbor, the Bridgeport & Port Jefferson Ferry Terminal Relocation project, the Seaview Avenue Corridor Project, and the Seaview Plaza Development.
- Accommodating proposed changes in bus routes along the corridor so as to recommend transit-related infrastructure improvements.
- Evaluating the need for bumpouts and roadway modifications to provide for safe pedestrian access.
- Determining the necessity and location of additional crosswalks in the study area, including mid-block crossings.
- Developing strategies to improve mobility and accessibility for all users, to increase public safety and support community development.
- Specifying improvements at the approaches of local roads to both Connecticut Avenue and Stratford Avenue.



- Facilitating the development of transportation improvement alternatives and management plan.

The planning study will define the scope and extent of the proposed project improvements.

### Description of Study Area

According to 2010 census data, the East End Neighborhood, which consists of two census tracts, is home to some 8400 people. There are 2900 households, approximately 32% of which are owner occupied. Projected median household Income for 2019 is approximately \$36,000. Projected per capita income for 2019 is \$17,317. It is home to a number of employment centers. Yale- Bridgeport Hospital on the northern edge of the neighborhood employs approximately 1,000 people, approximately 400 from Bridgeport. Small manufacturers provide local jobs: LeCoq Cuisine on Union Ave employs close to 200; Lacey Manufacturing employs over 300 on Barnum Avenue. Near, or on, the main avenues (Stratford, Connecticut, Seaview, Central, Union), other mainstay companies like Valley Container, Arcade Metal Stamping, Alloy Engineering, and Edco Molding, employ between 30-100 each in manufacturing work. Business incubator facilities, like the Bridgeport Innovation Center and the Bridgeport Enterprise Park and American Fabrics Arts Building (The "AmFab") on Connecticut Avenue, and "The Hub" on Union Avenue, all offer campus style, multi-tenant facilities in former manufacturing buildings. Emerging small niche businesses include BlackHorse Garage, which restores high-end classic cars, the Ramos Athletic Conditioning Center (aka "The RACC") which attracts serious weight lifters, and Denyse Schmidt Quilts, which sells hand-made quilts world-wide. The neighborhood has waterfront assets. Along Johnson's Creek, the Miamogue Yacht Club and the East End Yacht Club attract boaters from the region. The summer water-taxi to Pleasure Beach brings residents out to a barrier beach and nature preserve on Long Island Sound. Planned development along the Seaview Avenue waterfront promises Long Island-Port Jefferson ferry service and shipyard activity.

The neighborhood contains many community assets. However, they are as of yet not sufficiently woven together or sufficiently realized. Though there is waterfront, much of it is contaminated or devoted to lesser uses such as scrapyards or soils processing, which impede public waterfront access and higher-level development. Though there are jobs, local employment lags. Though there is significant homeownership, much of the housing stock is old, and blighted residences are not uncommon. Though major development is happening at the periphery of the neighborhood, the core of the East End remains bereft of new investment, and people yearn for renewal.

Within this context, the transportation network is perceived by locals to be substandard in service and detrimental to the neighborhood's healthy growth. Stratford Avenue and Connecticut Avenue, which were part of the original U.S. Route 1, and were formerly two-way streets, were converted to one-way couplets in part to serve as escape valves to address traffic jams along I-95. The wider lanes resulting from the conversion have encouraged excessive speeding and contributed to poor site lines and dangerous intersection crossings for the approximately 14,000 vehicles that use the avenues daily. Over the past two years, there have been 413 traffic accidents in the project area, most of which were caused by speeding, failure to stop at red lights, and other dangerous driving behaviors. These couplets may serve those going *through*, but they do not serve those going *to* and *about*, the East End. Nor do these roads offer anything in the way of needed retail and services. Poorly lit, with unadorned streetscapes and shuttered storefronts and vacant lots, they feature no pharmacy, no grocery, no gas station, no bank, no chain retailers, no laundromat, no bike-lanes, no bump-outs, no complete street features. Their layout – as one-way couplet thoroughfares with numerous offset and acutely angled intersections

– disintegrate and discourage internal neighborhood circulation. Looking outward, the connections to the broader transportation network are substandard as well. To the north along Seaview Avenue, a constricting railroad bridge impedes access to the current Route 1. Consequently, trucks travel Central Avenue, passing too closely, and too loudly by a senior center, various churches the YMCA, the Newfield Library and the Dunbar School. To the west, a massive six-way intersection -- with 21 lanes facing off against each other and a highway deck above -- presents a formidable threshold to cross (on foot or even by car) into Steelpointe and Downtown. To the south, in part hovering over this same intersection, the heavy weight and width of I-95 isolates the neighborhood visually from its surroundings.

As far back as 2005, The East End Neighborhood Revitalization Zone (NRZ) 2005 Strategic Plan of Action ([http://www.bridgeportct.gov/filestorage/341650/341652/346105/342427/342494/East\\_End\\_NRZ\\_Plan.pdf](http://www.bridgeportct.gov/filestorage/341650/341652/346105/342427/342494/East_End_NRZ_Plan.pdf)) identified the Stratford Avenue/Connecticut Avenue corridor's current condition as a setback, stating that while both avenues are one-way and facilitate the flow of traffic through the neighborhood, this may not be ideal for transportation within the East End itself. The NRZ Plan continues that the Stratford and Connecticut Avenue corridor had high numbers of accident reports at several intersections. Although there are posted 25 and 35 mph speed limits, motorists regularly exceed those limits. A common theme throughout the East End NRZ Plan is the utilization of traffic calming strategies, the addition of pedestrian and bicycle amenities and the modification of roadways to promote safer traffic circulation that is more conducive to the residential and retail activity present throughout both corridors.

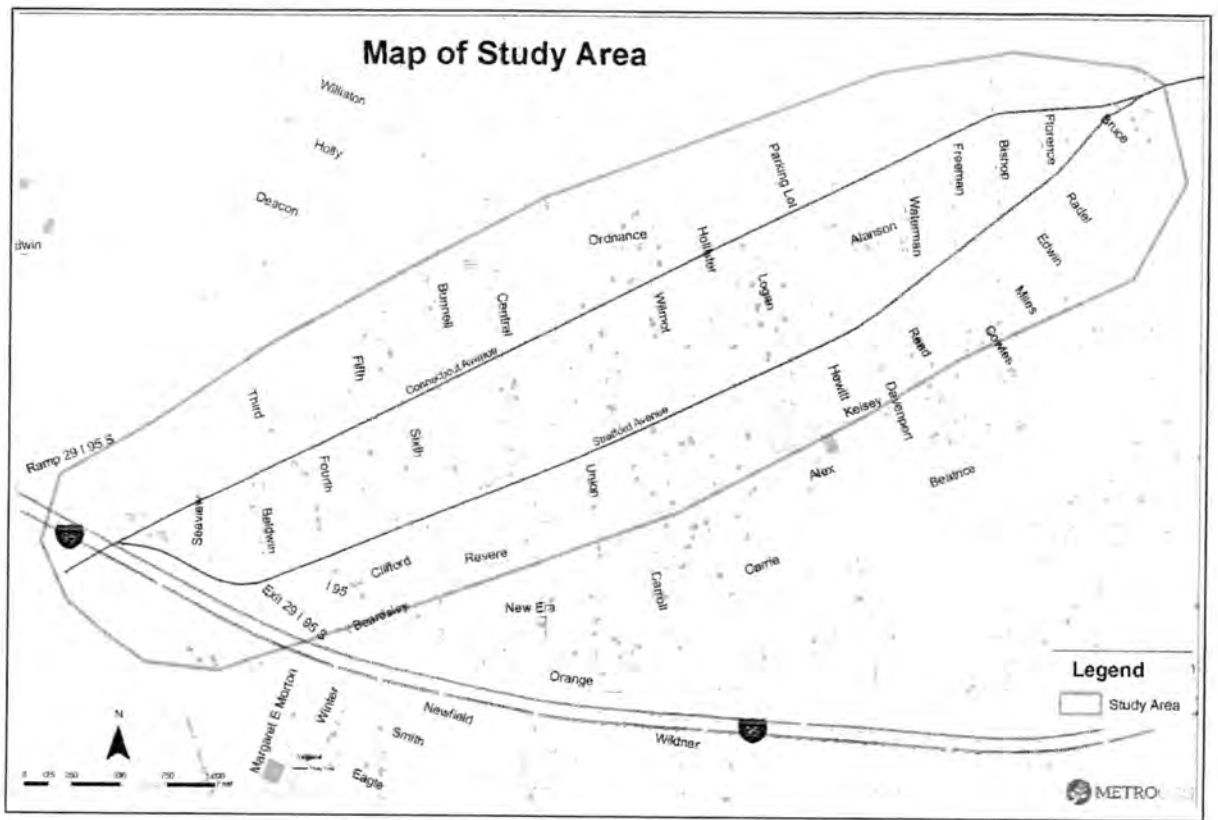
There are many planned infrastructure and development projects in and around the project area that have the potential to increase vehicular, pedestrian and bicycle traffic on both Connecticut and Stratford Avenues. The increased use of these major corridors will likely lead to higher incidents of speeding and accidents if the appropriate transportation improvements are not identified and implemented. These projects include:

- **Stratford Avenue Civic Block Retail Plaza:** The City of Bridgeport has announced the development of a new 35,000 square foot retail plaza for this 2.6-acre site in the heart of the neighborhood. Slated to begin construction in 2019, and estimated at a cost of \$7MM, it shall include a much-needed grocery store, a community health facility, and will include a high level of public plaza space designed to complement the historic Newfield Library.
- **Newfield Library Restoration:** Slated for completion in 2019, this \$6MM historic restoration will create a state-of-the art 9,000 sf library within the Civic Block.
- **Steelpointe Harbor:** Located on Stratford Avenue at the southwestern corner of the East End neighborhood, this 2.8 million square foot mixed-use development is being designed to embody the most desirable characteristics of a harbor-side neighborhood. A new public realm will consist of a network of streets, open spaces, water views and harbor side strolling. Entertainment venues such as hotels, Bass Pro Shops, and a movie theater combined with a mix of residential, restaurant, retail and commercial uses will create a diverse, livable, pedestrian-friendly environment. This development is located adjacent to the study area and encompasses the only portion of Stratford Avenue in Bridgeport which is bi-directional.
- **Bridgeport & Port Jefferson Ferry Terminal Relocation:** This project will relocate the Bridgeport Port-Jefferson Ferry terminal to 567 Seaview Avenue. which is just south of the street study area's western terminus. With up to 30 landings and departures daily, the ferry service carries 800,000 passengers and 300,000 cars annually.
- The **Seaview Avenue Corridor Project** is a \$14 million infrastructure project for a major north-south corridor in the East End and Mill Hill neighborhoods. The project scope encompasses two

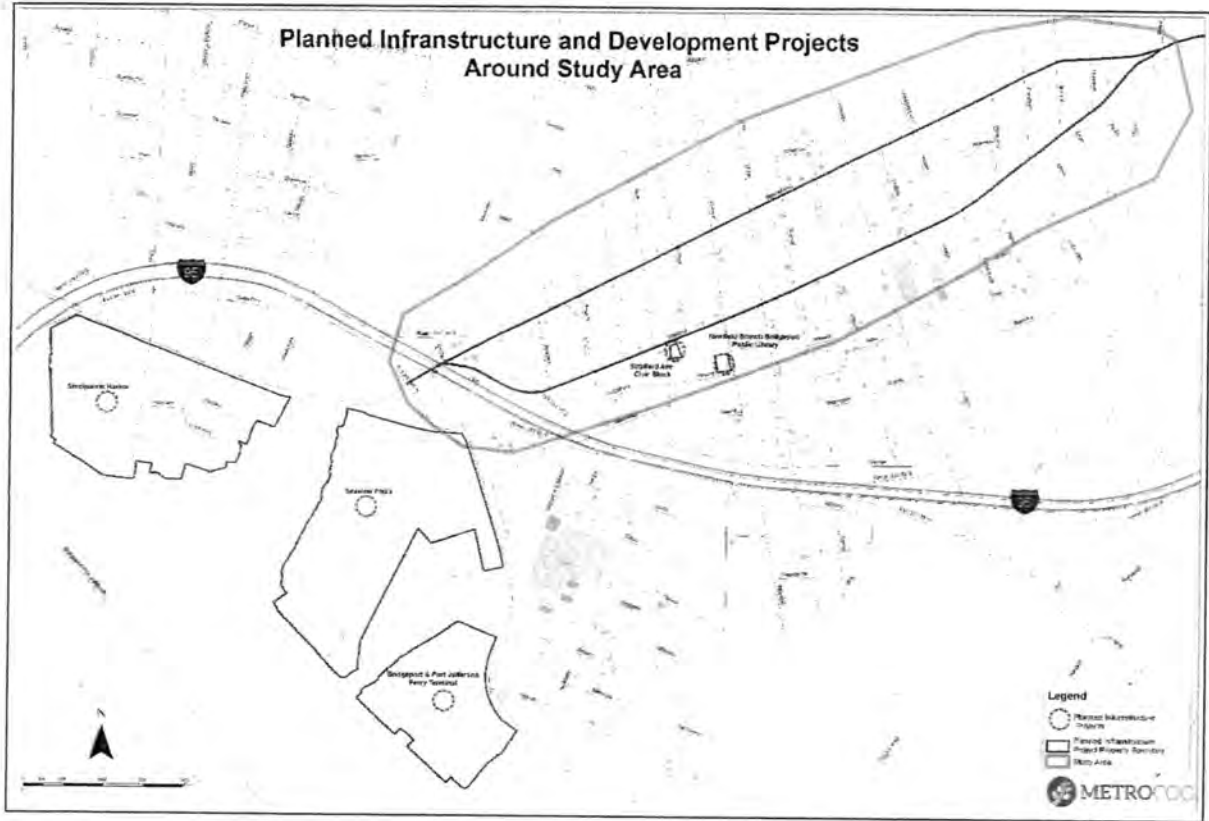
segments: Barnum Avenue to Boston Avenue, and Boston Avenue to Stewart Street. This development is located just north of the study area and will improve traffic flow and pedestrian/auto interaction.

- The **Seaview Plaza** property at 837 Seaview Avenue will provide destination retail with neighborhood attractions on a parcel across from the western confluence of Connecticut and Stratford Avenues. This is also the site proposed for the MGM Resort/Hotel Casino.

# Map of Corridor



# Planned Infrastructure and Development Projects Within the Corridor



## **Study Deliverables/Work Products**

The consultant shall ensure that technical memorandums are produced at the completion of tasks (below). Task will identify recommended transportation improvements (i.e. access management, safety, operations, bike and pedestrian accommodations and amenities). The implementation plan shall also include a prioritized list of short and long-term improvements, identify benefits and impacts, and identify costs and potential funding sources. The Final report and Public Presentation will be the final study deliverables.

### **Work Program Task Outline**

The study will follow a multi-task planning work program. The study will be directed by a core group and guided by two advisory committees. Once the planning study is complete, the City will work with MetroCOG to determine the best funding options for further phases of the project. Potential funding sources may include the Local Transportation Capital Improvement Program (LTCIP), the federal Surface Transportation Program (STP)-Urban or local capital funding.

The work program is expected to be broken into thirteen (13) tasks, summarized as follows:

#### **Task 1: Program Management:**

Management and Administrative Control - The study will be organized to give all affected parties the opportunity to provide input into the planning process. MetroCOG shall serve as the lead agency. The City of Bridgeport will act as the lead agency when organizing town meetings such as Planning and Zoning or City Council briefings. Coordination and input from all stakeholders such as CTDOT shall be ongoing. MetroCOG shall, at a minimum, hold coordination conference calls quarterly between itself and any consultants hired for this project.

As per the requirements for planning studies, there will be a kick-off meeting with CTDOT to introduce consultant, municipal and MetroCOG staff to the Department's study team. Formal project review meetings will be conveyed by CTDOT at critical stages of the planning study.

The consultant will provide monthly narratives of project progress to MetroCOG staff. A narrative of project progress and the progress toward meeting the SBE goal will be included with all project invoices.

Reporting - Coordination calls will be quarterly and monthly progress reports are created to keep the Study on schedule.

**Deliverable:** Quarterly Coordination Calls; Monthly Progress Reports

#### **Task 2: Establish Study Advisory Committees (METROCOG)**

The project will be guided by two advisory committees which will meet regularly throughout the project. The technical advisory committee (TAC) will be comprised of municipal staff from Bridgeport, Connecticut DOT staff, Greater Bridgeport Transit staff, and METROCOG staff. The community advisory committee (CAC) will include stakeholders from local businesses, residents, and commissions, the East End NRZ, the Bridgeport City Council, bicycle and pedestrian advocacy groups and other concerned parties.



MetroCOG will coordinate a bi-weekly conference call with Bridgeport staff, CTDOT, GBT and the consultant team.

**Deliverable:** Committee Meetings (w/ Agendas, Sign-In Sheets & Minutes)

### **Task 3: Collect & Acquire Data**

Collect and acquire the base data needed to analyze existing & future conditions and determine general travel characteristics throughout the Connecticut Avenue and Stratford Avenue Corridor. The data will be collected or obtained either through field surveys or from existing data files includes:

- Average Daily Traffic (ADTs) volumes – Although CTDOT has some periodic counts, in the interest of uniformity, all intersection counts should be re-done to include AM and PM peak hours, Saturday mid-day counts and school peak hour counts (as necessary). These locations include:
  - Connecticut Avenue and Bishop Avenue
  - Connecticut Avenue and Hollister Avenue
  - Connecticut Avenue and Central Avenue
  - Connecticut Avenue and Seaview Avenue
  - Stratford Avenue and Bishop Avenue
  - Stratford Avenue and Hollister Avenue
  - Stratford Avenue and Central Avenue
  - Stratford Avenue and Seaview Avenue
- Turning movement counts– AM and PM peak periods and Saturday Mid-Day (7-9 AM, 4-6 PM, 11-1PM Sat)
  - Connecticut Avenue and Bruce Avenue
  - Connecticut Avenue and Bishop Avenue
  - Connecticut Avenue and Hewitt Street
  - Connecticut Avenue and Hollister Avenue
  - Connecticut Avenue and Wilmot Avenue
  - Connecticut Avenue and Carroll Avenue
  - Connecticut Avenue and Union Avenue
  - Connecticut Avenue and Central Avenue
  - Connecticut Avenue and Bunnell Street
  - Connecticut Avenue and Third Street
  - Connecticut Avenue and Fourth Street
  - Connecticut Avenue and Fifth Street
  - Connecticut Avenue and Sixth Street
  - Connecticut Avenue and Baldwin Street
  - Connecticut Avenue and Seaview Avenue
  - Stratford Avenue and Bruce Avenue
  - Stratford Avenue and Edwin Street
  - Stratford Avenue and Miles Street
  - Stratford Avenue and Cowles Street
  - Stratford Avenue and Read Street

- Stratford Avenue and Davenport Street
  - Stratford Avenue and Hewitt Street
  - Stratford Avenue and Hollister Avenue
  - Stratford Avenue and Wilmot Avenue
  - Stratford Avenue and Carroll Avenue
  - Stratford Avenue and Union Avenue
  - Stratford Avenue and Central Avenue
  - Stratford Avenue and Newfield Avenue
  - Stratford Avenue and Sixth Street
  - Stratford Avenue and Fifth Street
  - Stratford Avenue and Fourth Street
  - Stratford Avenue and Baldwin Street
  - Stratford Avenue and Seaview Avenue
  - Stratford Avenue and Central Avenue
  - Stratford Avenue and Union Avenue
  - Stratford Avenue and Carroll Avenue
  - Stratford Avenue and Wilmot Avenue
  - Stratford Avenue and Hollister Avenue
  - Stratford Avenue and Read Street
  - Stratford Avenue and Miles Street
  - Stratford Avenue and Edwin Street
  - Stratford Avenue and Radel Street
  - Stratford Avenue and Bruce Blvd
  - Stratford Avenue and Davenport Street
- Bicycle and Pedestrian Counts in coordination with turning movement counts at all locations and Heavy Vehicle Classification. These counts will be conducted using Miovision or similar technology. CTDOT needs to be informed as to how the consultant/sub-consultant will collect these two counts.
  - State of Connecticut seamless mosaic of Right-of-Way maps will be provided by MetroCOG
  - Road geometry and widths – lane arrangement.
  - Traffic signal permit plans for signalized intersections (from CTDOT).
  - A count of on-street parking on both sides Connecticut Avenue and Stratford Avenue.
  - Accident experience along Stratford Avenue and Connecticut Avenue and along the cross streets.
  - Pedestrian features and facilities (crosswalks, sidewalks, pedestrian actuated signals and sidewalks).
  - Transit routes and stops.
  - Environmental data (including areas that commonly flood).
  - Utility location – sewers, storm water drainage system, electrical, cable, telephone, gas, water, and fiber optic.
  - Existing and proposed land use along Connecticut Avenue and Stratford Avenue.

- Road/Sidewalk Conditions
- Number of Curb Cuts
- The Regional Long-Range Transit Plan
- The East End Neighborhood Revitalization Zone (NRZ) 2005 Strategic Plan of Action

**Deliverable:** Traffic Operations Section of Existing Conditions Report & Future Conditions Memorandum

**Task 4: Prepare Base Mapping**

Prepare base mapping at a scale of 1" = 40'. The base mapping will depict topography at 2-foot contour intervals and road geometry – travel and turn lanes, traffic control devices, and pedestrian features.

**Deliverable:** Base Map

**Task 5: Analyze Traffic Operations**

The data collected under Task 2 will be tabulated, summarized and manipulated to identify base conditions. Existing traffic operations will be analyzed and assessed using a micro-network simulation model, such as Synchro. Analyses will include, but are not limited to, intersection level of service calculations, determination of roadway capacity, traffic signal timing and phasing optimization, vehicular and pedestrian safety problems, and operating speeds and delay. The consultant will provide CTDOT with all ADT and turning movement counts. CTDOT staff will analyze the data to create a balanced existing traffic count diagram and 2040 future year background traffic volume projections which will be provided back to the consultant. Future (build year) traffic volumes, patterns and operating conditions will be calculated and compared with base year metrics.

**Deliverable:** Traffic Operations Section (Existing Conditions Memorandum) and Traffic Operations Section (Future Conditions Memorandum)

**Task 6: Conduct Safety Assessment**

The accident data collected under Task 2 will be tabulated and summarized. Collision diagrams will be prepared, and a safety assessment conducted. The safety assessment will look at the number, type and severity of the accidents, as well as the contributing factors. Accident incidence will be compared to accident indexes to determine if the actual accident rates exceed what would be expected given traffic volumes and road classification.

**Deliverable:** Safety Assessment Sections in both Existing Conditions and Future Conditions Memorandum

**Task 7: Provide Economic Development Scenarios**

MetroCOG and the City of Bridgeport will provide site plans and expansion plans for planned and potential developments within the study area, including the confluence on Connecticut and Stratford Avenues with Seaview Avenue and interchange 29 on Interstate 95. These plans will be reviewed and traffic generation from the expansions will be estimated. Build traffic volumes will be added to background growth volumes provided by CTDOT to assess future operations within the study area without any roadway improvements. Development build out analysis will be incorporated into future conditions traffic modeling, as well as incorporated into realignment scenarios.

**Deliverable:** Future Conditions Memorandum

**Task 8: Develop Realignment Scenarios**

Based on the results of the traffic and safety assessments, possible realignment and improvement scenarios for the study area will be developed. Traffic flows will be developed based on the build scenarios and intersection levels of service will be determined. The concept plans need to address possible relocation of utilities and determine the feasibility for the implementation of bicycle, pedestrian and complete street amenities along Connecticut Avenue and Stratford Avenue. The development of realignment scenarios will be coordinated with the CTDOT project team to ensure each alternative is feasible and acceptable to Department staff.

**Deliverable:** Alternatives Analysis Technical Memorandum

**Task 9: Identify Permits**

Realignment and reconstruction of Connecticut Avenue and Stratford Avenue will necessitate the issuance of various permits. This task will research the required state and local permits and summarize the issuing agency, reason for the permit, the permit requirements, scope and extent of work needed to prepare the permit and the estimated timeframe for approval.

**Deliverable:** Permit Identification (included in Final Report)

**Task 10: Prepare Preliminary Concept Plan and Study Report**

Prepare a schematic plan and visualization for the proposed safety and flow improvements of Connecticut Avenue and Stratford Avenue, including all applicable intersections within the study area that meet the project design objectives. The design of the new roadways will include "complete streets" elements that consider green infrastructure, bicycle accommodation and streetscape environment. The concept plan will include:

- Layout of the preferred improvements at a scale of 1" = 40';
- Typical cross section, including pedestrian, bicycle and transit stops;
- Illustration of the new intersections;
- Preliminary landscaping plan and layout of green infrastructure elements;
- Estimate of property acquisition
- Estimate cost to conduct and complete environmental document that may be required for the project, including that which is needed to satisfy NEPA/CEPA requirements;
- Estimate of design and construction costs;
- Traffic impact analysis.
- Documentation of the public outreach process.

Visualization tools and techniques will be used to depict the concept plan as a before and after development.

**Deliverable:** Draft Study Report with Conceptual Plans

### **Task 11: Coordinate Public Outreach**

The project study will include a public outreach effort that will adhere to the principles of a *Context Sensitive Solutions* approach. It will include public information meetings, the posting of project information, documents (in English and Spanish) and plans on the websites of MetroCOG, the City of Bridgeport and Greater Bridgeport Transit. In addition to convening the Study Advisory Committees, the public will be provided on-going opportunities to provide input and comment.

During the study, the following outreach efforts will be conducted:

- Public information meetings – at least three public meetings to be held in Bridgeport: one at the start of the study, a second part-way through the study to provide information to the community regarding the data gathering and what the preliminary recommendations might be, and a third meeting to review the draft final report. The consultant will be required to attend and participate in public information meetings.
- The City of Bridgeport and MetroCOG (if needed) will attend bi-monthly East End NRZ meetings.
- Website to provide updates and information regarding the study. This should include clear links to any reports and documents prepared during the study as well as a way to comment on the study. on the town's websites as well as MetroCOG and Greater Bridgeport Transit websites
- Innovative methods of public involvement will be explored.

**Deliverable:** Public Meetings & Project Website; Outreach Summary in Final Report

### **Task 12: Prepare Final Report and Public Presentation**

A final report will be prepared, reviewed, and approved by the city of Bridgeport and METROCOG. The approval will follow a public presentation of the draft final plan recommendations. The final report will be a synthesis of the data collection, analyses, assessments, public input and recommendations.

**Deliverable:** Final Report & Public Presentation

Exhibit B

DRAFT





# STATE OF CONNECTICUT

## DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546  
Phone: (860) 594-2099



January 4, 2019

Mr. Matthew Fulda  
Executive Director  
Connecticut Metropolitan Council of Governments  
1000 Lafayette Boulevard, Suite 925  
Bridgeport, CT 06604

Dear Mr. Fulda:

Subject: Local Transportation Capital Improvement Program (LOTICIP)  
Administration Notice of Grant Award  
DOT Grant No. DOT01703276GR  
Connecticut Avenue & Stratford Avenue Transportation  
Development and Safety Corridor Study

Enclosed is an original executed Grant Agreement between the State of Connecticut Department of Transportation (Department) and Connecticut Metropolitan Council of Governments (MetroCOG) relative to the subject grant award.

Please be informed that the grant payment will be made to MetroCOG pending completion of the purchase order process by the Department.

Should you have any questions, please contact the Project Manager, Patrick Zapatka, at (860) 594-2047.

Very truly yours,

A handwritten signature in cursive script that reads "Colleen A. Kissane".

Colleen A. Kissane  
Transportation Assistant Planning Director  
Bureau of Policy and Planning

Enclosure



**State of Connecticut  
Department of Transportation  
2800 Berlin Turnpike  
Newington, CT 06111  
NOTICE OF GRANT AWARD**

The Department of Transportation hereby makes the following grant award in accordance with Section 13a-98n of the Connecticut General Statutes, as revised, and in accordance with the attached scope of work.

Grantee: Connecticut Metropolitan Council of Governments (CTMETROCOG)  
Address: 1000 Lafayette Boulevard, Suite 925

City/State/Zip: Bridgeport, CT 06604

Town Code: N/A  
State Agency Code: DOT57000  
Federal Employer ID No.: N/A

DOT Grant No.:  
Project Title: Connecticut Avenue & Stratford Avenue Transportation, Development and Safety Corridor Study

Date of Award: December 3, 2018

Period of Award From: 12/03/2018 To: Completion of Work


Amount of Award	Federal: \$ 0	State: \$300,000	Interest: \$ 0
	State Match: \$ 0	Grantee Match: \$ 0	Other: Specify \$ 300,000 (Local Match)

Total Budget: \$ \$600,000

Catalog of Federal Domestic Assistance  
Federal Grant Number: N/A  
(CFDA) Number: N/A  
Grantee Fiscal Year: 2019  
From: N/A  
To:

***My signature below, for and on behalf of the above named grantee, indicates acceptance of the above referenced award and further certifies that:***

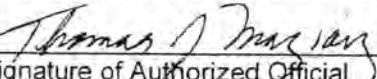
1. I have the authority to execute this agreement on behalf of the grantee; and
2. The grantee will comply with all attached Grant Conditions.

BY:   
Signature of Authorized Official

Matthew Fulda – Executive Director  
Typed Name and Title of Authorized Official

12/21/18  
Date

**FOR THE DEPARTMENT OF TRANSPORTATION**

BY:   
Signature of Authorized Official

Thomas J. Maziarz – Bureau Chief  
Typed Name and Title of Authorized Official

12-26-2018  
Date

Department of Transportation  
2800 Berlin Turnpike  
Newington, Connecticut

CORE Contract ID No. 19DOT0096AA

DOT Project No. DOT01703276GR

GENERAL GRANT CONDITIONS

**Statutory Authority: Section 13a-98n of the Connecticut General Statutes, as revised**

**SECTION 1: Use of Grant Funds.**

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Department of Transportation (DOT), be obligated prior to the starting date or subsequent to the end date of the grant period.

**SECTION 2: Fiscal Control.**

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to insure that expenditures charged to grant activities are made for allowable purposes only.

**SECTION 3: Retention of Records and Records Accessibility.**

3.1 All services performed by Grantee shall be subject to the inspection and approval of DOT at all times, and Grantee shall furnish all information concerning the services.

DOT or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. DOT or its representatives will give the Grantee or its subcontractors or subgrantees at least twenty-four (24) hours notice of such intended examination. At DOT's request, the Grantee or subcontractors or subgrantees shall provide DOT with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor or subgrantee which pertains to DOT's business under this agreement.

3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years starting from the date of submission of the final expenditure report with the following qualifications and shall make them available for inspection and audit by DOT or its representative:

- a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
- b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.

3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of services under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by DOT or its representative.

3.4 The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services under this agreement.

**SECTION 4: Insurance.**

The Grantee agrees that while performing any service specified in this grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the service to be performed, so as to "save harmless" DOT and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with DOT prior to the award of funding.

**SECTION 5: Conflict of Interest.**

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

**SECTION 6: Reports.**

The Grantee shall submit such reports as DOT shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by DOT until complete and timely reports are received and approved.

**SECTION 7: Funding Limitation.**

Funding of this project in no way obligates DOT to fund the project in excess of this grant, beyond the period of this grant, or in future years.

**SECTION 8: Revised Budget.**

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to DOT a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the grant. Cash requests will be withheld until the revision is received and approved.

**SECTION 9: Audits.**

9.1 In accordance with the following conditions, the Grantee agrees to conduct and submit to DOT two completed audit packages with management letters and corrective action plans for audits of each of the fiscal years included in the period of this grant and any amendments thereto.

9.2 If the Grantee meets the requirements of the State Single Audit Act, Sections 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee is required to submit a State Single Audit Report to DOT. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from DOT for this grant and it is the only State Financial Assistance that the Grantee has received during this fiscal period. The State Single Audit Report should be filed with DOT no later than six months after the end of the audit period.

9.3 If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, and meets the requirements of OMB Circular A-133, Audits of State and Local Governments and Non Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Governmental Auditing Standards (GAGAS) issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$500,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee receives Financial Assistance under only one federal program. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit



report be submitted by the earlier of thirty (30) days after the date of receipt of the auditor's report(s) or nine (9) months after the end of the audit period

**SECTION 10: Unexpended Funds and/or Disallowed Costs.**

If project costs are less than the grant, and/or any project costs have been disallowed, the Grantee agrees to return the unexpended/disallowed funds to DOT no later than sixty (60) days following closeout of the grant.

**SECTION 11: Nondiscrimination and Affirmative Action.**

11.1 The Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.

11.2 The Grantee agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.

11.3 The Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the State Commission on Human Rights and Opportunities.

11.4 The Grantee agrees and warrants that in the performance of the grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

11.5 The Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Grantee's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

11.6 The Grantee agrees to comply with each provision of this section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f.

11.7 The Grantee agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

11.8 If the grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

11.9 Determination of the Grantee's good faith efforts shall include but shall not be limited to the following factors: The Grantee's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. For the purposes of this paragraph, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons who are active in the daily affairs of the enterprise, who have the power to direct the management and policies of the enterprise and who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; and "public works contract" means any agreement between any individual, firm or corporation and the State or any

political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees

11.10 The Grantee shall include the provisions of subsections 11.1 to 11.8, inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

11.11 For the purposes of this entire Non-Discrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders, and "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

#### **SECTION 12: Executive Orders.**

12.1 This agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill regarding nondiscrimination promulgated June 16, 1971, and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination until the agreement is completed or terminated prior to completion. This agreement may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.2 This agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, requiring contractors and subcontractors to list employment openings with the Connecticut State Employment Service and such Executive Order is incorporated herein by reference and made a part thereof. The parties agree to abide by said Executive Order and agree that the granting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to performance in regard to listing all employment openings with the Connecticut State Employment Service. This agreement may be canceled, terminated or suspended by the granting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner is not a party to this agreement.

12.3 This agreement is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, regarding Violence in the Workforce Prevention and, such Executive Order is incorporated herein by reference and made a part thereof. This agreement may be canceled, terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen.

#### **SECTION 13: Americans with Disabilities Act.**



This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the grant, as it may be amended, will render the grant voidable at the option of DOT upon notice to the Grantee. The Grantee warrants that it will hold DOT and the State harmless from any liability, which may be imposed upon DOT and the State as a result of any failure of the Grantee to be in compliance with this Act.

**SECTION 14: Independent Contractor.**

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify DOT of the contractor's identity.

**SECTION 15: Federal Compliance and Assurances.**

If the Grantee receives any federal funds in this grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this grant.

**SECTION 16: Non-Supplanting.**

16.1 If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.

16.2 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. DOT may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

**SECTION 17: Additional Federal Conditions.**

If the Grantee receives any federal funds in this grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to DOT and which are, hereby, made a part of this grant award.

**SECTION 18: Indemnification.**

The Grantee, hereby, agrees to indemnify, defend and save harmless the State of Connecticut, including, but not limited to, DOT, their respective officers, employees and agents for any breach of this agreement.

**SECTION 19: Large State Contracts.**

Pursuant to Connecticut General Statutes §§ 4-250 and 4-252, Contractor must present at the execution of each large state contract (having a total cost to the State of more than \$500,000 in a calendar or fiscal year) an executed gift affidavit, which Contractor shall update on an annual basis in accordance with paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1. In addition, pursuant to paragraph 8 of Governor M. Jodi Rell's Executive Order No. 1, anyone who executes and files said gift affidavit shall also execute and file a campaign contribution affidavit disclosing all contributions made to campaigns of candidates for statewide public office or the General Assembly.

**SECTION 20: State Contracting Standards Board.**

Pursuant to paragraph 6(a) of Governor M. Jodi Rell's Executive Order No. 7C, Grantee acknowledges and accepts that, for cause, the State Contracting Standards Board may review and recommend, for DOT's consideration and final DOT determination, termination of this grant contract. "For Cause" means: (1) a violation of the State ethics laws (Chapter 10 of the Connecticut General Statutes) or Connecticut General Statutes § 4a-100 or (2) wanton or reckless disregard of any State contracting

and procurement process by any person substantially involved in such contract or state contracting agency.

**SECTION 21: Campaign Contribution and Solicitation Prohibitions.**

For all State contracts as defined in Section 9-612 of the Connecticut General Statutes 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 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. See Attachment A.

**SECTION 22: Non-Discrimination Certification.**

Pursuant to Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), every Grantee is required to provide the State with a non-discrimination certificate for all State contracts regardless of type, term, cost or value. The appropriate form must be submitted to the awarding State agency prior to contract execution. Copies of "nondiscrimination certification" forms that will satisfy the statutory requirements may be found on DOT's website. The applicable certification form must be signed by an authorized signatory of the Grantee.

**SECTION 23: Additional Restrictions on Use of Federal Funds.**

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

**SECTION 24: Special Grant Conditions.**

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.

## ATTACHMENT A

### NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes Section 9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

#### Campaign Contribution and Solicitation Limitations

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

#### Duty to Inform

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

#### Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

#### Contract Consequences

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

#### Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or



any state agency and the United States Department of Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality, or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

## Special Grant Conditions

DOT Grant No.:

Project Title: Local Transportation Capital Improvement Program (LOTICIP) Administration

1. Grant funds are to be used by the Grantee for eligible activities relative to the LOTICIP program as follows:
  - a. General LOTICIP program administration.
  - b. LOTICIP application review and prioritization.
  - c. Design reviews of approved municipal LOTICIP projects.
  - d. Planning Studies
2. Grantee acknowledges and agrees that these grant funds are not to be used for LOTICIP application preparation activities or LOTICIP project design activities which are the sole responsibility of the Municipality.
3. Grantee acknowledges and agrees to comply with the guidelines set forth in Policy No. F&A-30 dated April 12, 2006; Subject: Maximum Fees for Architects, Engineers and Consultants (attached hereto).
4. Grantee acknowledges and agrees to comply with the guidelines set forth in the Office of Policy and Management's General Letter No. 97-1 dated November 21, 2006; Subject: Contract Fees for Architects, Engineers and Consultants on State Projects (attached hereto).
5. Grantee acknowledges and agrees to comply with the guidelines set forth in the Department of Administrative Services' General Letter Number 71 dated December 31, 2009 (attached hereto).
6. Grantee must issue quarterly reports which are to include the following information:
  - a. Progress report documenting tasks performed during the quarter.
  - b. Monthly e-mail updates on percent (%) of tasks completed and funds expended to date.
  - c. Electronic copies of any draft or final deliverables as outlined in the scope of work
  - d. Amount of grant funds expended during the quarter and total amount of grant fund expended to date.
  - e. Sign off by the Grantee's financial officer certifying the expenditures.
7. Grantee must issue end of project report detailing what was accomplished with the funds granted.



8. No funds shall be expended by the Grantee after the end date of the grant specified in the Notice of Grant Award. Any funds expended after the end date of the grant shall be considered ineligible and must be returned to the State.
9. The end date of the Award can be extended if requested in writing a minimum of 60 days prior to the end date of the grant stated in the Notice of Grant Award.
10. Grantee must meet with the CTDOT staff at least every 6 months to discuss progress to date. Meetings may be held at the DOT, by teleconference or by video conference.



## CONNECTICUT DEPARTMENT OF TRANSPORTATION

# POLICY STATEMENT

POLICY NO. F&A-30

July 23, 2015

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

If a project, part of a project or, a new task based assignment (project) is federal funded, then the above stated requirements shall apply.

All new agreements that do not have federal funding will apply the requirements of Policy Statement No. EX.O.-33, dated June 25, 2015.

The below listed agreement and assignments **which contain the reference of GL 97-1** in their language shall be completed using the maximum limits contained in OPM's GL 97-1:

- Existing agreements that are supplemented after June 25, 2015
- Existing task based agreements
- New task based assignments (projects) that have no federal funding
- Extra work claims on existing agreements

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated April 12, 2006)

James Redeker  
Commissioner



## CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. EX.O. - 33  
June 25, 2015

**SUBJECT:** Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

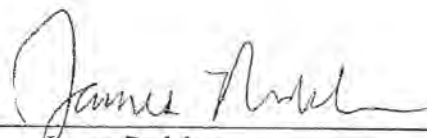
On May, 4 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No. 97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit – Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel – Maximum is established per the State Travel Regulations (Manager's Agreement).

Each such contract must contain appropriate language to clearly acknowledge the parameters of this letter.

  
James Redeker  
Commissioner

# GENERAL LETTER NUMBER: 71

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**Authorization** Pursuant to the authority granted in Title 4a, Chapter 58, of the Connecticut General Statutes, as it may be amended from time to time, minor nonrecurring purchases of goods and/or services costing less than \$50,000.00 may be made, subject to the limitations set forth below, without prior and specific approval of the Department of Administrative Services (DAS) or Department of Information Technology (DOIT), as appropriate, provided that a DAS or DOIT contract does not exist for the goods and/or services being acquired. Non-competitive purchases, as defined in section "d" below, are not subject to the \$50,000 limitation. **THE AUTHORITY GRANTED BY THIS GENERAL LETTER 71 TO AGENCIES IS PERMISSIVE, NOT MANDATORY; DAS AND DOIT WILL SOLICIT QUOTATIONS, BIDS OR PROPOSALS ON BEHALF OF ANY AGENCY UPON REQUEST.**

**Application** a) Direct purchases of any type of goods or services up to \$2,500.00 (also known as open market purchases) may be made without obtaining quotations or bids. **No Annual limits or restrictions are established.**

b) Purchases over \$2,500.00 and up to \$10,000.00 (annually) must be based upon, when possible, at least three written quotations (utilizing Form STO-93) or bids, from responsible and qualified sources of supply.

c) Purchases over \$10,000.00 and less than \$50,000.00 (annually) must be based upon, when possible, at least three written quotations or bids, from responsible and qualified sources of supply. Agencies must also publish their request for quotation (Form STO-93) or bid notice on the State Bid/Contracting Portal at <http://das.ct.gov/portal> in accordance with the provisions in Executive Order #3 of Governor M. Jodi Rell, promulgated December 15, 2004.

d) "Non-competitive purchases" are purchases that may be made without obtaining quotations or bids for the following items only: employee training or certification (i.e., local seminars and/or professional designation/certification type training or workshops), rental of conference and/or hotel facilities, publications, subscriptions (including electronic subscriptions), advertising, dues, fees, certain public utility services (electric generation services, electric distribution services; water services, and natural gas distribution services); cable and satellite television equipment and services; postage, licenses (*excluding software licenses*), eyeglasses, dentures, hearing aids and hearing aid supplies, transportation of persons and freight, prosthetics, media, rehabilitation technology and placement equipment; donations to charitable organizations and scholarship funds; gift cards; sponsorships, exhibit space and booths at trade-shows/conventions or other events; hiring of guest speakers (i.e., notable persons or personalities) for conferences and/or other events; payments of parking fees for parking validations; railroad flagging services required by the Department of Transportation; reimbursements to educational institutions (i.e., regional education service centers) for training, professional development and program evaluation services required by the Department of Education; and purchases by the Board of Education and Services for the Blind (BESB) and Department of Correction Enterprise Program of commodities for resale to BESB and DOC Enterprise customers. No annual limits or restrictions are established. Upon the request of one or more agencies, DAS and DOIT, as appropriate, may supplement on a case-by-case basis the above categories of items and issue a revised General Letter 71 evidencing the change.

e) Emergency repairs and emergency purchases costing up to \$10,000.00 may be made without obtaining quotations or bids (**excluding real property**). An "emergency" exists where the normal operation of an agency (or portions thereof), the health or safety of any person, or the preservation of property would be seriously impaired, threatened or jeopardized if immediate action were not taken to correct the situation. All emergency purchases exceeding \$10,000.00 must be directed to DAS or DOIT for processing through a Standardization Transaction request. Such emergency requests must be submitted in writing to DAS or DOIT for approval. **Purchases for repairs, changes or renovations to real property must be made in accordance with the Department of Public Work's guidelines and procedures for Agency Administered Projects.**

f) Purchase transactions between or among State agencies do not require competitive quotes and are not subject to annual limits or restrictions.

g) Agencies may purchase goods or contractual services from the United States Government, a federal agency, and any state government or any of their political subdivisions without obtaining quotes or competitive bids and without being subject to annual limits or restrictions. Agencies may not purchase from persons or entities who have contracts with any department, agency or instrumentality of the federal government (including cooperative purchase agreements and the use of federal contracts) without first obtaining the written approval from DAS or DOIT, as appropriate.

h) Agencies are required to ensure that purchases for equipment or appliances meet or exceed the federal energy conservation standards and meet or exceed the federal Energy Star standards consistent with Connecticut General Statutes 4a-67c.

#### *Review*

An agency's failure to follow any of the terms or conditions in this General Letter 71 may result in DAS and/or DOIT rescinding the agency's authority to purchase under this General Letter until such time as DAS and DOIT are satisfied that the failure is not likely to recur. DAS and DOIT may review any purchases made under this authority at any time. Agencies must retain copies of their request for quotations (Form STO-93) or invitations to bids, purchase orders, specifications, proposals and all corresponding documentation for the normal legal retention period or as otherwise provided for in Connecticut General Statutes Sections 11-8 and 11-8a. Agencies should not send to DAS or DOIT copies of these documents unless otherwise requested. Agencies shall comply with Connecticut General Statute Section 4a-52a(e), as it may be amended from time to time, and all other applicable statutes, regulations and procedures and shall submit reports quarterly to the Commissioner of Administrative Services on its purchase orders issued under this authority. These reports can be formulated in Core-CT through the use of EPM Reporting Tools.

#### *Limitations*

1. Agencies may not use the authority granted by this General Letter to purchase goods and contractual services that are already the subject of existing DAS or DOIT contracts. Those goods and contractual services must be purchased against those existing contracts.
2. Agencies may not use the authority granted by this General Letter to enter into Personal Services Agreements or Purchase of Services Agreements.
3. Agencies may not issue Requests for Proposals ("RFPs") to make purchases of goods and contractual services unless previously so authorized in writing by DAS or DOIT for each particular purchase.
4. As used in this General Letter, the terms "purchase" and "purchases" shall also mean "rent" and "rentals" (excluding purchases and rentals of real property).
5. When issuing bids or RFPs, agencies must follow all of the applicable requirements found in the DAS and DOIT statutes, regulations and procedures governing purchases.
6. Agencies shall only allow purchasing under GL71 by staff holding any of the "Fiscal/Administrative" series of state job classifications.
7. Agencies shall establish procedures for Purchasing Card (p-card) holders that do not hold one of the above mentioned job classifications to ensure the p-card holders are trained in the use of state contracts and GL71, and to have an oversight and/or approval process in place for p-card purchases. This p-card oversight and/or approval process should be handled by agency fiscal staff who have sufficient purchasing experience and expertise.

#### *Other Information:*

To obtain instructions and assistance in publishing your bid notices under the authority of this General Letter, please contact the DAS Procurement Division at 860-713-5095.



SPECIAL PROVISIONS  
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS ENTERPRISES  
(SET-ASIDE)

March, 2001

NOTE: Certain of the requirements and procedures stated in this "Special Provision" are applicable prior to the execution of the Agreement. "Contractor" means "Second Party", "Consultant", "Consulting Engineer" as named in the Agreement.

I. GENERAL

A. The Contractor shall cooperate with the Connecticut Department of Transportation (CONNDOT) in implementing the required contract obligations concerning "Small Contractor" and "Small Contractor Minority Business Enterprises" utilization on this Agreement in accordance with Section 4a-60g of the Connecticut General Statutes as revised. References, throughout this "Special Provision", to "Small Contractor" are also implied references to "Small Contractor Minority Business Enterprises" as both relate to Section IIA of these provisions. The Contractor shall also cooperate with CONNDOT in reviewing the Contractor's activities relating to this provision. This "Special Provision" is in addition to all other equal opportunity employment requirements of this Agreement.

B. For the purpose of this "Special Provision", the "Small Contractor" named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Business Connections/Set Aside Unit [(860) 713-5236; [www.state.ct.us/busopp.htm](http://www.state.ct.us/busopp.htm)] as a "Small Contractor" as defined by Section 4a-60g of the Connecticut General Statutes as revised and is subject to approval by CONNDOT to do the work for which it is nominated.

C. Contractors who allow work which they have designated for "Small Contractor" participation in the pre-award submission required under Section IIC to be performed by other than the approved "Small Contractor" organization and prior to concurrence by CONNDOT, will not be paid for the value of the work performed by organizations other than the "Small Contractor" designated.

D. If the Contractor is unable to achieve the specified contract goals for "Small Contractor" participation, the Contractor shall submit written documentation to CONNDOT's Initiating unit (i.e. the unit responsible for administering the Agreement) indicating his/her good faith efforts to satisfy goal requirements. Documentation is to include but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each "Small Contractor" in order to increase the likelihood of achieving the stated goal.



2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each "Small Contractor", including the names, addresses, dates and telephone numbers of each "Small Contractor" contacted, and a description of the information provided to each "Small Contractor" regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.
  3. For each "Small Contractor" that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
  4. Documents to support contacts made with CONNDOT requesting assistance in satisfying the Agreement specified or adjusted "Small Contractor" dollar requirements.
  5. Document other special efforts undertaken by the Contractor to meet the defined goal.
- E. Failure of the Contractor to have at least the specified dollar amount of this Agreement performed by "Small Contractor" as required in Section IIA of this "Special Provision" will result in the reduction in the Agreement payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each "Small Contractor". The deficiency in "Small Contractor" achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CONNDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Agreement and shall be available at reasonable times and places for inspection by authorized representatives of CONNDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Agreement.

II. SPECIFIC REQUIREMENTS

In order to increase the participation of "Small Contractors", CONDOT requires the following:

- A. Not less than **0** (%) percent of the final value of this contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

If the above percentage is zero (0%) AND an asterisk (\*) has been entered in the adjacent brackets [ ], this contract is 100% solely set-aside for participation by "Small Contractors" and/or "Small Contractors Minority Business Enterprises".

- B. The Contractor shall assure that each "Small Contractor" will have an equitable opportunity to compete under this "Special Provision", particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery Schedules so as to facilitate the participation of each "Small Contractor".

- C. The Contractor shall provide to the Negotiations Committee, in addition to his fee concurrence letter, the following items stipulated in 1 and 2:

1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all

contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$10,000,000.00.

2. A certification of work to be subcontracted (Exhibit I) signed by both the Contractor and the "Small Contractor" listing the work items and the dollar value of the items that the nominated "Small Contractor" is to perform on the project to achieve the minimum percentage indicated in Section IIA above.

3. It is the responsibility of the Contractor to ensure that the "Small Contractor" and "Small Contractor Minority Business Enterprises" named are qualified to perform the designated scope of work.

- D. After the Contractor signs the Agreement, the Contractor will be required to meet with CONDOT's initiating unit or his/her designee to review the following:

1. What is expected with respect to the "Small Contractor" set aside requirements.

2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
  3. Each quarter after the start of the "Small Contractor" the Contractor shall submit a report to CONNDOT's initiating unit indicating the work done by, and the dollars paid to each "Small Contractor" to date.
  4. What is required when a request to sublet to a "Small Contractor" is submitted.
- E. The Contractor shall submit to CONNDOT's initiating unit all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a "Small Contractor" subcontractor for the purpose of meeting the contract required "Small Contractor" percentage stipulated in Section IIA, a copy of the legal agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the agreement between the Contractor and the "Small Contractor" subcontractor must also be submitted to CONNDOT's initiating unit with an explanation of the change(s). The agreement must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.
  - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named "Small Contractor" (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section E together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to CONNDOT's initiating unit for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named "Small Contractor" is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another "Small Contractor" is not a valid basis for change. Documentation shall include a letter of release from the originally named "Small Contractor" indicating the reason(s) for the release.

- G. Contractors subcontracting with a "Small Contractor" to perform work or services as required by this "Special Provision" shall not terminate such firms without advising CONNDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated "Small Contractor" firm has not started or completed the work or the services for which it has been contracted to perform.

### III. BROKERING

For the purpose of this "Special Provision", a "Broker" is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a "Small Contractor" is not allowed and is an Agreement violation.

### IV. PRE-AWARD WAIVERS:

If the Contractor's submission of the "Small Contractor" listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Goals" to CONNDOT's initiating unit which must also contain the following documentation:

1. Information described in Section ID.
2. For each "Small Contractor" contacted but unavailable, a statement from each "Small Contractor" confirming its unavailability.

Upon receipt of the submission requesting a waiver, CONNDOT's initiating unit shall submit the documentation to the Director of the Office of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of the Disadvantaged Business Enterprises (DBE) Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The DBE Screening Committee shall render a decision on the waiver request within five (5) working days after the meeting. The DBE Screening Committee's decision shall be final. Waiver applications are available from the CONNDOT initiating unit.



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



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

**CERTIFICATION (EXHIBIT 1)**

Small Contractor (SC) or  
Small Contractor Minority Business Enterprise (SCMBE)  
as Subcontractors for State Funded Projects

Project Description & Number \_\_\_\_\_

PRIME CONSULTANT

Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State: \_\_\_\_\_

SC/SCMBE CONSULTANT

Firm Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State: \_\_\_\_\_

The following is a description of the project function the above SC or SCMBE will perform on the subject project, which represents a dollar amount of \$ \_\_\_\_\_

The contractor is required, should there be a change in the originally named SC or SCMBE, to submit documentation to the initiating unit to substantiate and justify the change, (i.e. documentation to provide a basis for the change for review and approval by CONNDOT officials) prior to the implementation of the change. The contractor must demonstrate that the originally named SC or SCMBE is unable to perform in conformity to specifications, unwilling to perform, is in default of its agreement, is overextended on other jobs, etc.

Please submit a copy of the SC's or SCMBE's Certificate of Eligibility from the Department of Administrative Services with your completed form.

We, the below signed, do hereby certify and concur with the above stated conditions.

Further, the SC or SCMBE consultant by signing below, is certifying that for the current state fiscal year the SC's or SCMBE's volume of contracts and/or subcontracts awarded have not exceeded \$10,000,000.

PRIME CONSULTANT:

Name: \_\_\_\_\_  
signature  
Date: \_\_\_\_\_ Name typed: \_\_\_\_\_  
Title: \_\_\_\_\_

SC or SCMBE:

Name: \_\_\_\_\_  
signature  
Date: \_\_\_\_\_ Name typed: \_\_\_\_\_  
Title: \_\_\_\_\_





Connecticut Metropolitan Council of Governments  
 1000 Lafayette Boulevard, Suite 925  
 Bridgeport, CT 06604

Connecticut Avenue & Stratford Avenue Transportation, Development & Safety Corridor Study

<u>Task</u>	<u>Hours</u>	<u>Rate</u>	<u>Fee</u>
<b>A. Personnel</b>			
1. MetroCOG	1,200.00	100.00	120,000.00
		<b>Total Personnel Costs:</b>	<b>120,000.00</b>
<b>B. Direct Costs (Consultant)</b>			
2. Contractual	3,000.00	145.00	435,000.00
		<b>Total Direct Costs:</b>	<b>435,000.00</b>
<b>C. Other Direct Costs</b>			
1. Traffic Counts/Traffic Data			30,000.00
2. Printing			3,000.00
3. Mileage/Parking			2,000.00
4. Survey/Website/Marketing			10,000.00
		<b>Total Other Direct Costs:</b>	<b>45,000.00</b>
		<b>Estimated Project Budget:</b>	<b>600,000.00</b>

**A. Personnel** - MetroCOG, the Regional Council of Governments for Greater Bridgeport will serve as lead agency for the Study. MetroCOG will be responsible for the administration and oversight of the entire Study. MetroCOG's Personnel costs are 20% of the overall project budget (and similar to studies performed in other communities throughout the Region).

**B. Direct Costs (Consultant)** - MetroCOG, following all applicable state and local procurement guidelines will procure a planning/engineering firm to perform all technical aspects of the Study including, but not limited to: Data Collection, Base Mapping, Analysis of Traffic Operations, Safety Assessments, Economic Development Scenarios, Corridor Realignment Scenarios, Federal/State/Local Permit Identification, Conceptual Plans, Public Outreach and Final Report

**C. Other Direct Costs** - Direct Costs associated with the Planning Study will include conducting Traffic Counts throughout the Study Area, printing of documents, including Technical Memorandums, Designs and Draft & Final Reports; and the development of a Project Website and/or Survey and other marketing strategies to engage the public.





**Item# \*63-18 Consent Calendar**

Resolution in Support of General Assembly Legislation SB874 – An Act Concerning Education Initiative Services in Connecticut and HB 7192 – An Act Concerning Municipal and Regional Opportunities and Efficiencies.



**Report  
of  
Committee  
on**

**Education and Social Services**

City Council Meeting Date: May 20, 2019

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

Approved by: \_\_\_\_\_  
Joseph P. Ganin, Mayor

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

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #63-18 was approved by the City Council of the City of Bridgeport on May 20, 2019, and the report of the Council's doings on that date does not require Mayoral signature; said approval effective as of June 12, 2019. The Mayor has authority to take necessary action in furtherance of the approved resolution pursuant to the authority granted to the Mayor under City Ordinance Chapter 3.08.040.

19 JUN 13 PM 1:36  
CITY CLERK'S OFFICE



# City of Bridgeport, Connecticut Office of the City Clerk

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

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

**Item No. \*63-18 Consent Calendar**

## **Resolution**

**WHEREAS**, Governor Ned Lamont has announced that he is proposing legislation encouraging shared services in Connecticut schools to incentivize communities to explore cost savings; and

**WHEREAS**, the legislation, SB 874 – An Act Concerning Education Initiatives and Services in Connecticut, is currently pending in the education committee and the same language is included in HB 7192 – An Act Concerning Municipal and Regional Opportunities and Efficiencies, currently pending in the planning and development committee; and

**WHEREAS**, the City Council finds that passage of SB 874 and HB 7192 would be in the best interests of public education in the City of Bridgeport; and

**WHEREAS**, the City Council finds that the passage of SB 874 and HB 7192 would be in the interest of the City's residents; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Bridgeport that it hereby declares its support of SB 874 – An Act Concerning Education Initiatives and Services in Connecticut and HB 7192 – An Act Concerning Municipal and Regional Opportunities and Efficiencies; and

**BE IT FURTHER RESOLVED**, that the City Clerk of Council is hereby directed to send a copy of this Resolution to the Governor, Senate President, and House Speaker.



# City of Bridgeport, Connecticut Office of the City Clerk

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**Report of Committee on Education and Social Services  
Item No. \*63-18 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
EDUCATION AND SOCIAL SERVICES

\_\_\_\_\_  
Christina B. Smith, *Co-Chair*

\_\_\_\_\_  
Kyle Piché Langan, *Co-Chair*

\_\_\_\_\_  
Karen Jackson

\_\_\_\_\_  
Michelle A. Lyons

\_\_\_\_\_  
Mary A. McBride-Lee

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

\_\_\_\_\_  
Peter D. Spain

*City Council Date: May 20, 2019*

Item #66-18

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.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: May 20, 2019

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

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

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

In accordance with the Charter of the City of Bridgeport, Chapter 5, Section 11, the following resolution #66-18 was approved by the City Council of the City of Bridgeport on May 20, 2019, and the report of the Council's doings on that date do not require Mayoral signature; said approval effective as of June 12, 2019. The Mayor has authority to take necessary action in furtherance of the approved resolution pursuant to the authority granted to the Mayor under City Ordinance Chapter 3.08.040.

CITY CLERK  
19 JUN 13 PM 1:36  
CITY CLERK'S OFFICE



City of Bridgeport, Connecticut  
Office of the City Clerk

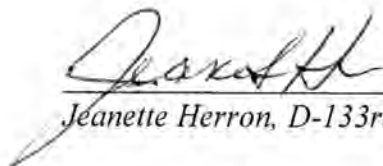
*To the City Council of the City of Bridgeport.*

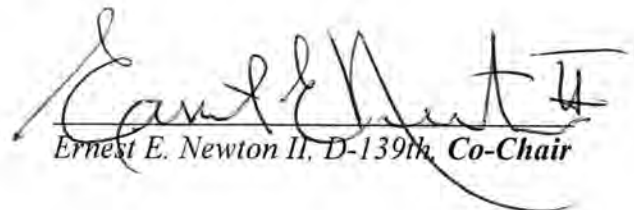
The Committee on **Contracts** begs leave to report; and recommends for adoption the following resolution:

**Item No. 66-18**

**BE IT RESOLVED**, that the request by the Fire Department pursuant to and in accordance with C.G.S. §7-430 and their Collective Bargain Agreement, Fire Fighters Local 834 that **Robert Whitbread** of the Bridgeport Fire Department now having or soon to attain the age of sixty-five years to remain employed by the City for another year be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

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

  
\_\_\_\_\_  
Ernest E. Newton II, D-139th, Co-Chair

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

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

  
\_\_\_\_\_  
Michael A. Defilippo, D-133rd

\_\_\_\_\_  
Maria Zambrano Viggiano, D-136th

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

City Council Date: May 20, 2019



Item #74-18

Agreement with Bridgeport Police Local #1159 and Council 4 AFSCME, AFL-CIO regarding their Bargaining Contract.



**Report  
of  
Committee  
on  
Contracts**

City Council Meeting Date: May 20, 2019

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

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

Date Signed: 5/29/19

RECEIVED  
CITY CLERKS OFFICE  
19 MAY 29 AM 10:21  
ATTEST  
CITY CLERK



# City of Bridgeport, Connecticut

## Office of the City Clerk


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

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


**Item No. 74-18**

**RESOLVED**, That the attached Bargaining Agreement between the City of Bridgeport and the Bridgeport Police Local #1159, Council 4 AFSCME, AFL-CIO for the period of July 1, 2016 through June 30, 2021, be and it hereby is, in all respects, approved, ratified and confirmed.

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
CONTRACTS

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

  
\_\_\_\_\_  
Ernest E. Newton II, D-139th, Co-Chair

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

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

  
\_\_\_\_\_  
Michael A. Defilippo, D-133rd

\_\_\_\_\_  
Maria Zambrano Viggiano, D-136th

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

**City Council Date:** May 20, 2019

**Tentative Agreement Between  
City of Bridgeport  
&  
Bridgeport Police Local #1159  
Council #4 AFSME, AFL-CIO**

The City of Bridgeport ("City") and Bridgeport Police Local #1159, Council #4 AFSME, AFL-CIO ("Union") covenant and agree that the following represents their Tentative Agreement for a successor contract to the collective bargaining agreement which expired on June 30, 2016:

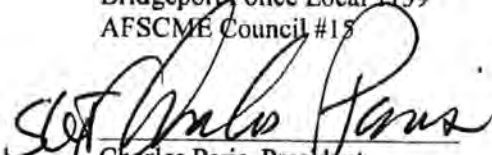
Contract Duration	July 1, 2016 – June 30, 2021
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Wages	Increase
Retroactive to 7/1/2016	1.0%
Retroactive to 7/1/2017	2.5%
Retroactive to 7/1/2018	2.0%
Effective 7/1/2019	2.0%
Effective 7/1/2020	2.0%

1. **Article 37.2 (B) – Extra Police.** The City shall increase the surcharge rate from ten dollars (\$10.00) per hour to seventeen dollars (\$17.00) per hour, with an increase to officers of one dollar (\$1.00) per hour. This increase is applicable to construction, utility and road jobs. These new rate increases are not applicable to department store work, small businesses (less than ten (10) employees) or any special events expressed or not expressed in the contract.
2. **Article 25 - Minimum Pay for Call Back and Off-Duty Arrests and Off-Duty Court.** Each such officer recalled to duty shall be paid a minimum of four (4) hours. The City agrees that it shall not employ this language to split an eight (8) hour shift assignment. This is applicable for all divisions and assignments. (Attached as Exhibit A)
3. **Premium Cost Share** – Employees subject to the 1% per year premium cost share percentage escalator clause shall have no increase in said premium cost share percentage during the fiscal year July 1, 2019 – June 30, 2020. The previously negotiated escalator clause increases shall resume on July 1, 2020.
4. **Article 11.4 - Disciplinary Action.** (Attached as Exhibit B)
5. The Union and the City agree that all references to the phrase "suspension with pay" contained in the contract shall be changed to "administrative leave with pay."
6. The undersigned parties covenant and agree that this Tentative Agreement shall be subject to the ratification of the City and the Union. In the event that this Tentative Agreement is not ratified by either the City or the Union, it shall be deemed null and void. Further, this Tentative Agreement shall not be presented as evidence for a bargaining history in any proceedings or arbitration hearings.

Dated this \_\_\_\_ day of April 2019.

Bridgeport Police Local 1159  
AFSCME Council #15

  
\_\_\_\_\_  
Charles Paris, President

4-18-19  
\_\_\_\_\_  
Date

City of Bridgeport

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

4/18/19  
\_\_\_\_\_  
Date

Exhibit A: ARTICLE 25

**MINIMUM PAY FOR CALL BACK AND OFF-DUTY ARRESTS AND OFF-DUTY COURT**

Section 25.1- Whenever the Police Department requires the services of any members of the department and recalls this member to duty, after he or she has completed his or her regular tour of duty, he or she shall be paid for a minimum of four (4) hours of such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.2 - Each such officer recalled to duty on his or her regularly scheduled day off shall be paid a minimum of four (4) hours pay for such recall at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.3 - Should the recall be directly connected to his or her regular tour of duty he or she shall be paid for the hours worked in excess of his regular tour at the rate of time and one-half (1 1/2) the hourly rate of pay.

Section 25.4 - Whenever any member of this department, while off-duty, makes an arrest, or a juvenile referral, and is required to come to the station house to complete the arrest and write his reports he shall be paid for such work. His superior officer will note the time of arrest and time of completion and submit his name for payment on the overtime sheet, for no less than a minimum of four (4) hours. The payment of recall pay and off-duty arrest will be pursuant to Article 14, Overtime Pay.

Section 25.5 - The day-off is calculated from midnight to midnight. Anytime during this period, if any employee is recalled to duty, he shall be entitled to a minimum of four (4) hours pay calculated as per Article 14, Overtime Pay.

Section 25.6 - After being recalled one day off and he is held beyond midnight, of such recall day, and the second day is also a day off, he then shall get paid for each such hour, or fraction thereof, in addition to the four (4) hours minimum for recall day, provided it is directly connected to the recall period.

Section 25.7 - If he is sent home and is again recalled, on the second day of his scheduled day off, then he again shall be entitled to a minimum of four (4) hours pay as per Article 14, Overtime Pay.

Section 25.8 - No member of this department shall be recalled to duty during or while he is on vacation, by any officer of this Department. Such officer may request his recall and it shall not be binding upon such member to return to duty but may return at his own option.

Section 25.9 - Nothing in this Article shall prevent the Chief of Police or his designee from ordering all employees back to duty in an emergency.

Section 25.10 - Members of the Department who are subpoenaed for court appearance while off duty or for testimony while off duty by the State Liquor Control Authority, the Department

of Motor Vehicles on DWI cases, the Board of Firearms and Permit Examiners on permits, and in other situations as determined by the Chief in his absolute discretion if the testimony directly relates to the officer's performance of police duties or activities shall be paid in the following manner:

- A. All officers shall be required to have the reverse side of the subpoena time stamped and signed by the state's attorney, assistant state's attorney or inspector (or court advocate at the juvenile court or Commissioner or designee of the above referenced state agencies) and returned to their commanding officer within five (5) days from the appearance date. This procedure is mandatory in order for payment to be made.
- B. Officers shall directly receive the court time payment made by the judicial department. This payment shall be the full and only payment made to the officer for the first full hour of court time or portion thereof. In the event that this court time payment is less than time and one-half the hourly rate (when required) for any member of this bargaining unit the City should compensate the officer for the difference.
- C. All court time worked after the first hour shall be paid at time and one-half (1 1/2) as and if required by the collective bargaining agreement for each hour worked.
- D. Officers working court time shall have the option of working the full hour or eight hours tour of duty as required by the collective bargaining agreement. Officers who wish to exercise this option shall advise their commanding officer as soon as this decision is made. Patrol officers working the extended tour duty shall report for duty in the uniform of the day. All officers shall report to their commanding officer immediately upon being released from court.

Section 25.1.1- The City shall adopt a policy that members of the Department who are subpoenaed for depositions or in civil actions for testimony relating to their duties as an employee of the City should be paid by the party issuing the subpoena for all such testimony, including travel, waiting and other time at the overtime rate of pay with a minimum payment of four (4) hours. The City shall provide a copy of the policy to the Union so that the Union may issue mail a notification of this policy to the party issuing the subpoena. The City shall have no responsibility to enforce the policy or to make payment to the officer if the party issuing the subpoena does not make payment.



**Exhibit B: ARTICLE 11**

**DISCIPLINARY ACTION**

**Section 4** - Notwithstanding the above, an employee charged with a disciplinary offense under Section 2 or 3 may be suspended without pay or suspended with pay or placed on administrative status and may be prohibited from working or may be assigned to work other than his regular duties within his own division or in a non-biddable position, at the discretion of the Chief or his designee until such charges have been drafted and/or heard and a decision rendered. In the event the employee is suspended with pay or placed on administrative status and assigned to inside work, he shall not be entitled to outside overtime, but shall be entitled to inside overtime in the position to which he is assigned. Any such employee assigned to inside work may still seek a make whole remedy for lost overtime.

**When an employee is placed on administrative leave or administrative status, the reasons for such placement must be presented in writing to the member and copied to the union within five (5) calendar days of the action. No member shall be on administrative status for more than one hundred eighty (180) days absent agreement or legitimate business reasons. In the event the City alleges that it cannot meet the one hundred and eighty (180) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.**

The Union shall not process any grievance for any other employee whose overtime opportunities are adversely affected by the employee on suspension with pay and/or administrative status assigned in accordance with this Section. Any such immediate suspension without pay may only be imposed and continued in cases where the officer has been arrested for felony charges or is unavailable for duty because of incarceration; or because of institutionalization in connection with actions that would constitute a felony. If any employee is suspended without pay under this Section 4, he shall, within ten (10) work days of such suspension, have a hearing with reference to the charges against him commenced by the Chief of Police. With the mutual agreement of all parties, which may not be unreasonably denied, the ten (10) day requirement can be waived, however, a hearing on the charges shall be commenced within sixty (60) days of the date of suspension and continuance for commencement of the hearing shall only be granted beyond sixty days upon request of the accused and/or his representative; however, a hearing shall be held within a reasonable period of time.

In discipline cases of suspension without pay, if a hearing has been commenced within sixty (60) days of the date of suspension, but remains incomplete, such employee's pay shall be reinstated on the sixty-first (61<sup>st</sup>) day.

- A. All disciplinary investigations referred by the Chief to the Office of Internal Affairs must be completed by Internal Affairs within one hundred and twenty (120) days of the referral. The one hundred and twenty (120) day timeline shall**

not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. The Chief shall have thirty (30) days from receipt of the Internal Affairs report to notice a hearing on the charges. The hearing shall commence within fourteen (14) days from said notice. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.

- B. Any internal disciplinary investigation not referred to Internal Affairs must be completed with a decision issued by the Chief within one hundred twenty (120) days of its inception. The one hundred and twenty (120) day timeline shall not apply in cases involving an arrest or in circumstances where the investigation cannot be completed within the one hundred and twenty (120) day timeline for legitimate business reasons. A hearing shall be noticed by the Chief within fourteen (14) days of his receipt of the investigation report. In the event the City alleges that it cannot meet the one hundred and twenty (120) day deadline due to legitimate business reasons, it shall provide these reasons to the Union in writing. The Union shall have the right to file for expedited arbitration with the American Arbitration Association ("AAA") on the sole issue of legitimate business reasons in accordance with AAA rules.



OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

**IMMEDIATE CONSIDERATION**

*Below to be used for processing of Immediate Consideration items only*

Log ID/Item number: 84-18  
Submitting Department / Contact Name: Office of Policy & Management (OPM)  
Nestor Nkwo, Director  
Subject: Proposed FY 2019-2020 Mill Rates be and hereby are set at 53.99 Mills for Real Property and Personal Property and 45.00 Mills for Motor Vehicles.  
Referred to Committee: Immediate Consideration  
City Council Date: May 20, 2019 (Off The Floor)

**Attest:**

Lydia N. Martinez, City Clerk

May 20, 2019

Date

**Approved by:**

Joseph P. Ganim, Mayor

Date

May 31, 2019

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CITY OF BRIDGEPORT  
**OFFICE OF POLICY & MANAGEMENT**

999 Broad Street  
Bridgeport, Connecticut 06604  
Telephone 203-576-7963 Fax 203-332-5589

NESTOR N. NKWO  
Budget Director

JOSEPH P. GANIM  
Mayor

COMM. 84-18 Ref'd as IMMEDIATE CONSIDERATION on 05/20/2019  
(Off The Floor).

May 20, 2019

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

Dear Ms. Martinez,

I am respectfully requesting the following be made part of the agenda for IMMEDIATE CONSIDERATION at City Council meeting scheduled for Monday, May 20, 2019.

**Establishing Mill Rates for FY 2019-2020  
(as per the attached)**

Should you have any questions, please do not hesitate to contact my office.

Respectfully,

Nestor Nkwo, Budget Director

attachment

cc: Mayor Joseph P. Ganim  
Daniel Shamas  
John Gomes  
Kenneth Flatto  
Thomas Gaudett  
Aidee Nieves  
Denese Taylor-Moye  
Maria Zambrano Viggiano

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**THE CITY OF BRIDGEPORT FY 2019-2020 MILL RATES BE AND  
HEREBY ARE SET AT 53.99 MILLS FOR REAL PROPERTY AND  
PERSONAL PROPERTY AND 45.00 MILLS FOR MOTOR VEHICLES.**

MEETING DATE: May 20, 2019

NO. 84-18

COMMITTEE: IMMEDIATE CONSIDERATION (from the floor)

REFERRED TO COMM.:

SUBJECT:

Establishing Mill Rate for FY 2019-2020 set at 53.99 mills for real property and personal property and 45.00 mills for motor vehicles.

MOTION BY: M. Viggiano

2ND BY: E. Newton

APPROVED  DENIED  TABLED  REF. TO COMM.

REMARKS:

Motion # 1 ADD item to agenda M. Zambrano-Viggiano 2nd Denese Taylor-Moye  
Motion# 2 Motion for Immediate Consideration waive referral in order to comply with Charter  
Made by Maria Zambrano-Viggiano seconded by Ernie Newton  
Motion# 3 Made by Maria Zambrano-Viggiano Seconded by E. Newton  
(see attached motions as read in to the record)

	YES	NO
Christina B. Smith		
Pete Spain		
Jack O. Banta		
Denese Taylor-Moye		
Marcus A. Brown		
Kyle Piché Langan		
Michael DeFilippo		
Jeanette Herron		
Michelle A. Lyons		
AmyMarie Vizzo-Paniccia		
Mary A. McBride-Lee		
Rosalina Roman-Christy		
Maria Zambrano Viggiano		
Alfredo Castillo		
Aidee Nieves		
Maria I. Valle		
Karen Jackson		
Nessah J. Smith		
Eneida L. Martinez		
Ernest E. Newton, II		

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**MOTION 1**

I hereby move to ADD an item to the Agenda for Immediate Consideration. The Item is Communication from the Mayor re: Establishing the Mill Rates for Fiscal Year 2019-2020

2/3 Majority Vote of those present & voting required

**MOTION 2**

Motion for Immediate Consideration of a Resolution setting the Mill Rates for Fiscal Year 2019-2020 in order to comply with the time deadline established by BPT City Charter, Chapter 9, Section 5(F).

2/3 Majority Vote of those present & voting required

**MOTION 3**

Now Therefore Be It Resolved that: The City of Bridgeport FY2019-2020 Mill Rates be and hereby are, set at 53.99 Mills for real property and personal property and 45.00 Mills for Motor Vehicles.

Simple Majority Vote of those present & voting required

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