

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

MONDAY, NOVEMBER 4, 2019

7:00 p.m.

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

ADDED:

ITEM FOR IMMEDIATE CONSIDERATION:

- 161-18** Communication from Labor Relations re: Proposed Tentative Agreement with National Association of Government Employees (NAGE), Local RI-200 regarding their Bargaining Unit Contract, **FOR IMMEDIATE CONSIDERATION.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *148-18** Contracts Committee Report re: Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc. for the Perry Memorial Arch Monument Study and Assessment located at Seaside Park.
- *151-18** Contracts Committee Report re: Agreement concerning Operational Budget to Hire Independent Security Contractors for Municipal Security Services.

AGENDA

CITY COUNCIL MEETING

MONDAY, NOVEMBER 4, 2019

7:00 P.M.

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

Prayer

Pledge of Allegiance

Roll Call

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 21, 2019

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *154-18** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Transportation – Local Transportation Capital Improvement Program (LOTICIP) (#0T002, #0T003, #0T004).
- *159-18** Public Safety and Transportation Committee Report re: Resolution to Support the Resilient Bridgeport Project.

MATTERS TO BE ACTED UPON:

- 160-18** Public Safety and Transportation Committee Report re: Honorary Street Naming of Pearl Harbor Street as “Barbara and Stanley Powell Way” with appropriate signage.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 4, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Municipal Governance.

Dasha Spell
284 Beechwood Avenue
Bridgeport, CT 06604

BOE.

**CITY COUNCIL MEETING
PUBLIC SPEAKING
MONDAY, NOVEMBER 4, 2019
6:30 PM
City Council Chambers, City Hall
45 Lyon Terrace
Bridgeport, CT**

CALL TO ORDER.

Council President Aidee Nieves called the Public Speaking Session to order at 6:41 p.m.

ROLL CALL

The City Clerk Lydia Martinez called the roll.

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

RECEIVED
CITY CLERK'S OFFICE
19 NOV 13 AM 10:03
CITY CLERK

A quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 4, 2019 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Municipal Governance.

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

Ladies and Gentlemen of the City Council

It's my last chance to address you before the election tomorrow. A sincere "Thank you" to the few Democrats on this Council who came with open minds two years ago to

represent the people and do their work. Some have been curious, raised questions, and have come away with a profound understanding of how one-party-rule is rooted and supported, in the person of Mayor Ganim in his "second chance" role, also in the ways that Charter and Ordinances serve to limit questions or challenges.

Yesterday I attended a reception where a Trustee of The Rotary Foundation (the world wide service organization) spoke to us about raising the funds necessary to eliminate polio as a crippling scourge in the last two countries, Pakistan and Afghanistan. She spoke about the non-profit Guidestar rating service showing RI at four stars, 100%, for years now. Such a rating allows donors to trust the statements and results and maintain generosity. In her role as Trustee she acts as a steward and indicated the "sheriff toughness" required to maintain high standards.

I find your stewardship lax over many City matters I raised. It is almost as if you want nothing to do with issues or believe that you have no influence over results. Those are poor places to practice stewardship. Let's look at In Plant Print department once again, but with new info?

I have told you that City purchases coded to Print department exceeded those recorded by the CFO in the monthly report over a five year period by \$800,000 or \$160,000 per year. CFO Flatto disagreed but never requested my City data. He considered it was a personal attack. It wasn't. Recently I did a one year check of FY 2018-19 currently under audit, and found that the problem still exists but may have reduced to \$85,000. Good news? Hardly. Still off by \$75,000.

But we also noted that the Print Department receives revenue that was hidden and not reported. Flatto acknowledged that certain parties, allowed access to City printing, paid for this privilege. We have not been able to discover the list of such groups and individuals. No one has shared the process to gain such privilege, although rumors filter through about Bridgeport not-for-profits and "black businesses" with some access. Is there City Council approval at some past time? Has no one addressed how the rates charged to the "privileged" are calculated? That is critically important. If the rates are not based on the Print department costs, especially are lower, then the bulk of taxpayers are subsidizing those rates. How would they have any idea that this is ongoing? Charging lower rates than what is "cost based" might indicate that a real look at municipal needs for this Department might be studied instead of ignored and used to groom political favor.

One further observation regarding trust in governance must be made. Two years of Freedom of Information request by Mayoral candidate Ethan Book for the period FY 2016-2018 produced Print Department Invoices, numbering about 330. CFO Flatto estimated that Print revenues would annually run at \$10,000. Actually he recorded \$6,987 in just three months from July to September of 2017 and stopped counting. Zeroes were the default entry for months. Had print department stopped collecting on invoices? Rejected any idea of funds? Flatto lowered his revenue assumptions to \$3500 currently and ignores reporting accurate actual funds received. You see in the two fiscal years reviewed almost \$70,000 was invoiced. If the Federal authorities were interested in

\$35,000 for scrap metal, do you think they will be interested in the non-recording of checks to City of Bridgeport or Printing Department? At least three members of the Council used the print department and received such an invoice. But the 6.5% State tax was avoided. Nor was it applied to a NY based group who received more than \$10,000 of Print services and paid no State sales tax either.

Who will add their voice to mine in requesting Blum Shapiro and others to look at this? Let me know in the next 48 hours if you wish to participate in this stewardship effort. Time will tell.

Dasha Spell
284 Beechwood Avenue
Bridgeport, CT 06604

BOE.

Council President Nieves called for Ms. Spell. There was no response.

Ethan Book
144 Coleman Street
Bridgeport, CT 06604

City Finances.

Mr. Ethan Book, the President of the Hollow NRZ and a writing in candidate for Mayor, came forward. He said that he was in support of Mr. Lee's comments regarding the City Print Department. He confirmed that he had submitted a FOI request for a list of the customers of the Print Shop and discovered a number of non-city customers. During a visit to the Print Shop, Mr. Book spoke with a Print Shop technician, who informed him that there was an approved list of non-city customers that were non-profits. He then said that during a second visit to the Print Shop, he spoke with the Supervisor and had requested copies of the invoices for the non-city companies and a number of the invoices appear to be for commercial ventures. He said that he had strong concern about governance and felt that the Council should look into these matters.

ADJOURNMENT

Council President Nieves adjourned the Public Speaking portion of the Council meeting at 6:53 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT
CITY COUNCIL MEETING
MONDAY, NOVEMBER 4, 2019

7:00 PM

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

Council President Nieves called the meeting of the City Council to order at 7:04 p.m.

PRAYER

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

PLEDGE OF ALLEGIANCE

Council President Nieves requested Council Member Langan lead those present in reciting the Pledge of Allegiance.

Following the conclusion of the Pledge, Council Member Vizzo-Paniccia requested a moment of silence in recognition of the recent passing of Ms. Anne Pappas-Phillips, a Planning and Zoning Commissioner.

ROLL CALL

Mayor Ganim joined the meeting at 7:08 p.m. and assumed the Chair.

The City Clerk called the roll.

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

Council President Nieves stated that there had been requests for Points of Personal Privilege by various Council Members.

Council President Nieves thanked all the Council Members who worked with her to change things in Bridgeport. She mentioned the changes with the WPCA practices. She thanked everyone for their help during her term as Council President. She thanked Council Member Spain and said that while they disagreed on issues, they were able to discuss the matter.

Council Member Newton thanked everyone who worked on the Council and mentioned that there was a lot of time that everyone spent away from their families. However, there were major changes made in the ordinances. He thanked all the Council Members who were on the ballot because he learned a great deal from them.

Council Member Taylor-Moye thanked everyone and said that it had been a difficult two years due to difference of opinion, but the goal was to do the best for the City. She thanked everyone for working with her to support the City and do their due diligence.

Council Member Lyons said that she felt the same way and there were some good times and some crazy times. It's important to have different view points because that makes things healthy. She thanked everyone for their input.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: October 21, 2019

- ** COUNCIL MEMBER NEWTON MOVED THE MINUTES OF OCTOBER 21, 2019.**
- ** COUNCIL MEMBER BROWN SECONDED.**
- ** THE MOTION TO APPROVE THE MINUTES OF OCTOBER 21, 2019 PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

***154-18 Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Department of Transportation – Local Transportation Capital Improvement Program (LOTICIP) (#0T002, #0T003, #0T004).**

***159-18 Public Safety and Transportation Committee Report re: Resolution to Support the Resilient Bridgeport Project.**

***148-18 Contracts Committee Report re: Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc. for the Perry Memorial Arch Monument Study and Assessment located at Seaside Park.**

***151-18 Contracts Committee Report re: Agreement concerning Operational Budget to Hire Independent Security Contractors for Municipal Security Services.**

Mayor Ganim asked if there was any Council Member who would like to remove an item from the Consent Calendar. There were no requests from the Council Members to remove any item at that time.

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

***154-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION – LOCAL TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM (LOTICIP) (#0T002, #0T003, #0T004).**

***159-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: RESOLUTION TO SUPPORT THE RESILIENT BRIDGEPORT PROJECT.**

***148-18 CONTRACTS COMMITTEE REPORT RE: PROFESSIONAL SERVICES AGREEMENT WITH WISS, JANNEY, ELSTNER ASSOCIATES, INC. FOR THE PERRY MEMORIAL ARCH MONUMENT STUDY AND ASSESSMENT LOCATED AT SEASIDE PARK.**

***151-18 CONTRACTS COMMITTEE REPORT RE: AGREEMENT CONCERNING OPERATIONAL BUDGET TO HIRE INDEPENDENT SECURITY CONTRACTORS FOR MUNICIPAL SECURITY SERVICES.**

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

**** THE MOTION PASSED UNANIMOUSLY.**

MATTERS TO BE ACTED UPON:

160-18 Public Safety and Transportation Committee Report re: Honorary Street Naming of Pearl Harbor Street as “Barbara and Stanley Powell Way” with appropriate signage.

**** COUNCIL MEMBER LYONS MOVED AGENDA ITEM 160-18 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: HONORARY STREET NAMING OF PEARL HARBOR STREET AS “BARBARA AND STANLEY POWELL WAY” WITH APPROPRIATE SIGNAGE.**

Council Member Lyons said that the Committee had discussed the number of honorary plaques that were being put up on the street signs. She said that there had been a discussion about establishing a potential scholarship which a child would benefit from. This could be linked to a plaque in City Hall.

**** COUNCIL MEMBER BROWN SECONDED.**

Council Member Vizzo-Panicca said that since she started as a Council Member, she had difficulty with the numerous signs on the street signs. She said that with no disrespect to anyone, she was happy to have this issue considered in the future.

Council Member N. Smith said that she had been initially denied the request, but after she had gone to the memorial services about all the Powell's had done, she decided to move forward with

it. Pearl Harbor Street is very long and only a portion of the street where they lived will have the honorary naming.

Council Member Newton said that Mr. Powell had been a highly ranked military service man. He said that he had first met Mr. Powell as a highly decorated soldier and was disappointed with how many people had been disrespectful to members of the military. Instead of naming street signs after everyone, he felt that it would be important to have a scholarship.

Council Member McBride-Lee said that people who contribute to the City of Bridgeport. In Norwalk, there are plaques for those have served in the Armed Forces. We can never pay them back for what they did. There are people who have contributed to Bridgeport and never receive any recognition.

Council Member Taylor-Moye said that she had always been in agreement with the signage, but felt the scholarship idea had merit.

**** THE MOTION PASSED WITH SIXTEEN (16) IN FAVOR (C. SMITH, SPAIN, TAYLOR-MOYE, LANGAN, HERRON, DEFILIPPO, LYONS, ROMAN CHRISTY, MCBRIDE-LEE, VALLE, CASTILLO, ZAMBRANO-VIGGIANO, NIEVES, N. SMITH, JACKSON, AND NEWTON) AND TWO (2) OPPOSED (BROWN AND VIZZO-PANICCIA).**

ITEM FOR IMMEDIATE CONSIDERATION:

161-18 Communication from Labor Relations re: Proposed Tentative Agreement with National Association of Government Employees (NAGE), Local RI-200 regarding their Bargaining Unit Contract, FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER HERRON MOVED TO WAIVE REFERRAL TO COMMITTEE FOR THE PURPOSES OF IMMEDIATE CONSIDERATION FOR AGENDA ITEM 161-18 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE), LOCAL RI-200 REGARDING THEIR BARGAINING UNIT CONTRACT DUE TO TIME CONSTRAINTS.**

**** COUNCIL MEMBER NEWTON SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER HERRON MOVED TO APPROVE AGENDA ITEM 161-18 COMMUNICATION FROM LABOR RELATIONS RE: PROPOSED TENTATIVE AGREEMENT WITH NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES (NAGE), LOCAL RI-200 REGARDING THEIR BARGAINING UNIT CONTRACT.**

**** COUNCIL MEMBER CASTILLO SECONDED.**

Council Member Newton said that this contract was no different from other contracts.

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER N. SMITH MOVED TO SUSPEND THE RULES TO ADD THE TWO FOLLOWING ITEMS TO THE AGENDA:**

111-18 REFUND OF EXCESS PAYMENTS – TISH PROPERTIES LLC.

153-18 PROPOSED SETTLEMENT OF PENDING LITIGATION WITH AMERICAN EMPIRE SURPLUS LINES.

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

**** COUNCIL MEMBER N. SMITH MOVED THE TWO FOLLOWING ITEMS TO THE AGENDA:**

111-18 REFUND OF EXCESS PAYMENTS – TISH PROPERTIES LLC.

153-18 PROPOSED SETTLEMENT OF PENDING LITIGATION WITH AMERICAN EMPIRE SURPLUS LINES.

Council Member N. Smith explained that they were not able to assemble a quorum for a number of the scheduled meetings. A Committee meeting was held earlier in the evening to consider the items, which were all unanimously approved by the Committee members.

**** COUNCIL MEMBER BROWN SECONDED.**

**** THE MOTION TO APPROVE THE TWO ITEMS PASSED UNANIMOUSLY.**

ADJOURNMENT

**** COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**

**** COUNCIL MEMBER N. SMITH SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:35 p.m.

Respectfully submitted,

S. L. Soltes
Telesco Secretarial Services



OFFICE OF THE CITY CLERK
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

Below to be used for processing of Immediate Consideration items only

Log ID/Item number: 161-18
Submitting Department / Office of Labor Relations
Contact Name Janene Hawkins, Director
Subject: Proposed Tentative Agreement with National Association of Government
Employees (NAGE), Local RI-200 regarding their Bargaining Unit Contract.
Referred to Committee: Immediate Consideration
City Council Date: November 4, 2019

Attest:

Lydia N. Martinez
Lydia N. Martinez, City Clerk

November 4, 2019
Date

Approved by:

Joseph P. Ganim, Mayor

Date

Please Note: Item Not Signed by the Mayor.

161-18
NAGE
11/4/19



CITY OF BRIDGEPORT, CONNECTICUT
OFFICE OF LABOR RELATIONS

45 Lyon Terrace • Bridgeport, Connecticut 06604 • Telephone (203) 576-7610

JANENE HAWKINS
Director

JOSEPH P. GANIM
Mayor

Comm. 161-18 Ref'd as IMMEDIATE CONSIDERATION on
11/04/2019.

October 24, 2019

Honorable City Council Members
Office of the City Clerk
City of Bridgeport

RE: Tentative Agreement – NAGE Local R1-200 Collective Bargaining Agreement 2018-2022

Dear Honorable Members:

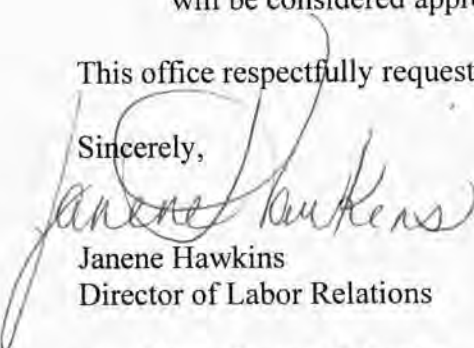
The City of Bridgeport and **NAGE Local R1-200** have reached a tentative agreement regarding their bargaining unit contract. Attached for your review is a copy of the signed tentative agreement. This agreement is subject to ratification by the union membership and approval by the City Council.

Please note that Connecticut General Statute §7-474(b) imposes two (2) important time constraints related to action by a legislative body on this type of agreement. These are:

1. [The agreement] *shall be submitted by the bargaining representative of the municipality within fourteen days of the date on which such agreement is reached to the legislative body which may approve or reject such request as a whole ...* As this agreement was signed on **October 23, 2019**, this requirement has been met.
2. *Such request [to approve the agreement] shall be considered approved if the legislative body fails to vote to approve or reject such request within thirty days of the end of the fourteen-day period for submission to said body.* Based on this language, if the City Council does not accept or reject the agreement by **December 6, 2019**, the agreement will be considered approved by operation of law.

This office respectfully requests the City Council approve the attached negotiated agreement.

Sincerely,


Janene Hawkins
Director of Labor Relations

cc: Mayor Joseph P. Ganim

**THE CITY OF BRIDGEPORT
AND
NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES
NAGE, LOCAL R1-200**

**TENTATIVE AGREEMENT
TERM July 1, 2018 – June 30, 2022**

The agreed upon items in this Agreement shall be effective as of the date of signing this Agreement following ratification/approval by respective parties and shall remain in full force and effect until the thirtieth (30th) day of June 2022.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.1b In addition to 12-month school security personnel positions, the Board of Education may also establish 10 month positions. The salary for 10 month positions shall be 10/12 of that for 12 month employees. The Board shall have sole discretion in determining the number of 10 month and 12 month security positions needed based on the needs of the School District. Current school security personnel shall be “grandfathered,” i.e. shall remain 12 month employees and maintaining current benefits. The parties agree to negotiate over the benefits for the new 10 month personnel before implementation.

ARTICLE 26 - WAGES

- 26.1 Effective and retroactive to January 1, 2019 there shall be a two percent (2%) increase across the board.
- 26.1a Effective January 1, 2020 there shall be a two percent (2%) increase across the board.
- 26.1b Effective January 1, 2021 there shall be a two percent (2%) increase across the board.
- 26.1c Effective January 1, 2022 there shall be a two percent (2%) increase across the board.

ARTICLE 31 - INSURANCE

New members to the Union who were hired on or after November 15, 2011 shall pay a PCS contribution for their health care insurance according to the following schedule:

July 1, 2018	31%
July 1, 2019	32%
July 1, 2020	32%
July 1, 2021	33%
PCS shall increase by 1% per year on July 1st of each year, until a cap of 50 % is reached, except that there shall be no PCS increase July 1, 2020.	

ARTICLE 40 - CATASTROPHIC DISABILITY LEAVE

Pregnancy Leave replaced with Catastrophic Disability Leave – The intent of this article is to allow an employee who becomes disabled and unable to work due to a catastrophic medical illness or condition, the opportunity to continue their healthcare insurance for up to one (1) year.

IN WITNESS WHEREOF, the parties have caused their names to

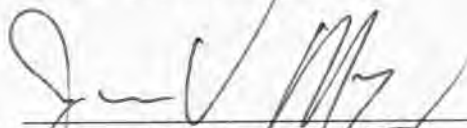
be signed this 23rd day of October 2019.

FOR THE CITY

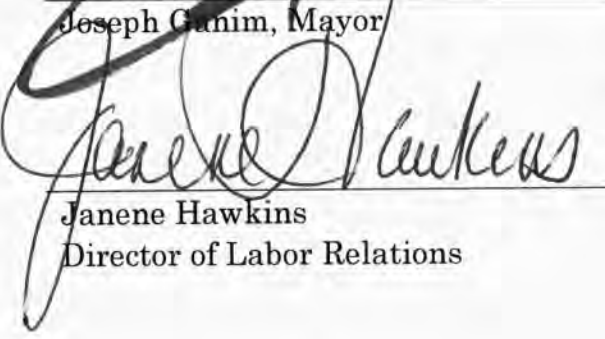
FOR THE UNION



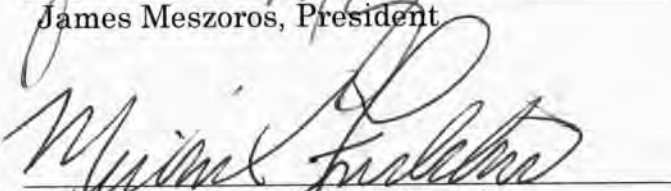
 Joseph Ganim, Mayor



 James Meszoros, President



 Janene Hawkins
 Director of Labor Relations



 Michael Freddino, Vice President

AGREEMENT

between the

CITY OF BRIDGEPORT

and the

NATIONAL ASSOCIATION

OF GOVERNMENT EMPLOYEES, RI-200

July 1, 2018 to June 30, 2022

Contents

I. THE UNION AND UNION SECURITY	3
PREAMBLE	3
ARTICLE 1 - RECOGNITION	3
ARTICLE 2 - CHECK-OFF	3
ARTICLE 3 - SUB-CONTRACTING.....	4
ARTICLE 4 - TOP SENIORITY	4
ARTICLE 5 - LAY-OFF AND RECALL.....	4
ARTICLE 6 - BARGAINING UNIT	5
ARTICLE 7 - UNION ACTIVITIES.....	6
ARTICLE 8 - VISITS BY UNION REPRESENTATIVES	6
ARTICLE 9 - BULLETIN BOARDS	7
ARTICLE 10 - COPIES OF CONTRACT	7
II. MANAGEMENT AND THE WORKPLACE.....	7
ARTICLE 11 - MANAGEMENT RIGHTS.....	7
ARTICLE 12 - HOURS OF WORK AND OVERTIME.....	7
ARTICLE 13 - REPORTING TIME	11
ARTICLE 14 - SENIORITY	11
ARTICLE 15 - DISCIPLINARY PROCEDURE	13
ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE.....	13
ARTICLE 17 - TRANSFERS AND ASSIGNMENTS.....	15
ARTICLE 18 - SHIFT AND SCHEDULE PREFERENCE.....	16
ARTICLE 19 - TRAINING	16
ARTICLE 20 - SAFETY AND HEALTH.....	17
ARTICLE 21 - REST PERIODS.....	17
ARTICLE 22 - DRUG TESTING.....	17
ARTICLE 23 - SPECIAL OFFICERS, DEPUTY AND SENIOR DEPUTY HARBOR MASTERS, CIVILIAN DETENTION OFFICERS.....	18
ARTICLE 23A - SPECIAL OFFICERS.....	19
ARTICLE 23B – CIVILIAN DETENTION OFFICERS.....	19
ARTICLE 24 – EMERGENCY COMMUNICATIONS CENTER (ECC)	21
ARTICLE 25 - ATTENDANCE POLICY	22
III. MONETARY PAYMENTS.....	22

ARTICLE 26 - WAGES.....	22
ARTICLE 27 - CALL BACK PAY	23
ARTICLE 28 - LONGEVITY	24
ARTICLE 29 - NIGHT BONUS	24
IV. BENEFITS.....	24
ARTICLE 30 - WEARING APPAREL.....	24
ARTICLE 31 - INSURANCE.....	26
ARTICLE 32 - PENSION PLAN.....	30
ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM (EAP)	30
V. HOLIDAYS AND LEAVES.....	31
ARTICLE 34 - HOLIDAYS.....	31
ARTICLE 35 - VACATIONS	31
ARTICLE 36 - SICK LEAVE.....	32
ARTICLE 37 - PERSONAL LEAVE	34
ARTICLE 38 - BEREAVEMENT LEAVE	34
ARTICLE 39 - LEAVE OF ABSENCE	34
ARTICLE 40 - CATASTROPHIC DISABILITY LEAVE	35
ARTICLE 41 - WORKER'S COMPENSATION.....	35
ARTICLE 42 - JURY DUTY.....	36
ARTICLE 43 - LEAVE LIMITATION.....	36
VI. MISCELLANEOUS	36
ARTICLE 44 - NON-DISCRIMINATION.....	36
ARTICLE 45 - RESIDENCY	37
ARTICLE 46 - PUBLIC CONTACT.....	37
ARTICLE 47 - SAVINGS CLAUSE	37
ARTICLE 48 - TERMINATION.....	37
ARTICLE 49 - GENERAL PROVISIONS.....	37
APPENDIX A - CITY HALL HOURS	39
APPENDIX B - ATTENDANCE POLICY	40
APPENDIX C - MEDICAL PLAN.....	48
APPENDIX D - VISION PLAN.....	62
APPENDIX E - COOPER STANDARDS	63

Working Agreement between the City of Bridgeport, Connecticut and Local RI-200 of the National Association of Government Employees.

I. THE UNION AND UNION SECURITY

PREAMBLE

This Agreement is entered into by the City of Bridgeport, hereinafter referred to as the Employer, and Local RI-200 of the National Association of Government Employees, hereinafter referred to as the Union.

ARTICLE 1 - RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and conditions of employment for all of those employees of the City of Bridgeport as certified by the Connecticut State Board of Labor Relations in Decision No. 1440-C issued December 27, 1976 and as amended by Decision No. 2482-A issued June 26, 1986 and State Board of Labor Relations Case No. ME-31018 (Civilian Detention Officers) dated July 8, 2014.

1.2 N.A.G.E. Local R1-200 recognizes the Mayor of the City of Bridgeport or his/her designated representative or representatives as the sole representative of the City of Bridgeport for the purpose of collective bargaining. N.A.G.E. Local R1-200 further agrees to bargain in good faith with the Mayor or his/her designated representative on all matters relating to wages, hours and other conditions of employment.

ARTICLE 2 - CHECK-OFF

2.1 The City agrees to deduct from the pay of all employees covered by this Agreement, who individually and voluntarily authorize such deductions from their wages in writing, such membership dues and initiation fees as may be uniformly assessed by the union. When an employee does not have sufficient money due him/her, after deductions have been made for pension or other deductions required by the law, Union dues for such deduction period shall be a deduction in the next pay period in which the employee has sufficient funds due him/her. It is also agreed that neither any employee nor the Union shall have claim against the City for errors in the processing of deductions unless a claim of error is made in writing to the City within sixty (60) days after the date such deductions were or should have been made and delivered to the Union. It is also agreed that the obligations of the City for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized by the National Association of Government Employees. Upon delivery of a copy of a signed voluntary authorization, all such dues shall be automatically payroll deducted and remitted to the Union.

2.2 The remittance to the Union for any month shall be made during the fourth (4th) payroll week of said month and shall be remitted to the Union, together with a

list of names of employees from whose wages such deductions have been made, no later than the fifteenth (15th) day of the following month.

2.3 The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the City for any deductions made or not made as the case may be, unless a claim of error is made in writing to the City within thirty (30) calendar days after the date such deductions were or should have been made.

ARTICLE 3 - SUB-CONTRACTING

3.1 The City agrees that it will not contract or sub-contract any work presently being performed by employees in the bargaining unit. This shall not prevent the City from contracting or sub-contracting for supplementary or emergency service which employees in the bargaining union are unable to perform during their regular hours of work. This article will not impact any positions, dealing with security at Margaret Morton Government Center, City Hall – 45 Lyon Terrace and Health Department.

ARTICLE 4 - TOP SENIORITY

4.1 Union officials, limited to seven (7) officers and twenty (20) stewards, who are involved in on-the-job contract administration and/or contract negotiations, shall have top seniority for purposes of lay-off and recall. Upon the execution of this Agreement, the Union shall provide the Director of Labor Relations with the names of such officers and stewards.

ARTICLE 5 - LAY-OFF AND RECALL

5.1 In the event of a lay-off within a Civil Service classification, the employee with the least seniority (as defined in Section 14.5 of the CBA) within the classification shall be laid-off first. Subsequent recalls to open positions in that job classification shall be in reverse order of the lay-off.

Any employee occupying a Civil Service position that is subject to be laid-off, shall have the right to bump, laterally or down, to a previously held classification within the bargaining unit, provided said employee has greater seniority (as defined in Section 14.5 of the CBA) than employee occupying the lower classification. The least senior employee within the classification shall be bumped. If an employee bumps laterally, he/she shall retain their salary at the time of the lay-off. If an employee bumps down, the employee's salary shall be reduced to the top step in the lower classification that will not produce a raise.

Notwithstanding anything contained in Article 5, the protection presently afforded employees in the classified service concerning layoff and recall set forth in the existing Rule of the Civil Service Commission shall continue to be in effect, except that the language of section 14.5 of the CBA shall control with respect to the

definition of seniority.

In the event of a lay-off within non-Civil Service classifications, the employee with the least seniority (as defined in Section 14.5 of the CBA) within the classification shall be laid off first. Subsequent recalls to open position in that job classification shall be in reverse order of the lay-off. Any employee occupying a non-Civil Service position that is subject to be laid off, shall have the right to bump, laterally or down, to a previously held classification within the bargaining unit, provided said employee has greater seniority (as defined in Section 14.5 of the CBA) than employees occupying the lower classification. The least senior employee within the classification shall be bumped. If an employee bumps laterally, he/she shall retain their salary at the time of the lay-off. If an employee bumps down, the employee's salary shall be reduced to the top step in the lower classification that will not produce a raise.

In all cases of reduction in force or reorganization where layoff occurs, the City will provide the Union as much reasonable advance notice as possible and in no event shall such notice be less than five (5) calendar days unless an emergency or unforeseen circumstances arises, in which case the City will notify the Union as soon as possible.

ARTICLE 6 - BARGAINING UNIT

6.1 This Agreement applies to and includes all employees listed in the certification of the Connecticut State Board of Labor Relations issued December 27, 1976 and Decision No. 1440-C as amended by Decision No. 2482-A issued June 26, 1986 and State Board of Labor Relations Case No. ME-31018 (Civilian Detention Officers) dated July 8, 2014.

6.2 Part-time employees who work twenty (20) hours or more per week are included in the bargaining unit; those who work less than twenty (20) hours per week are excluded.

6.3 The inclusion of a newly established classification will be a subject for negotiations between the City and the Union.

6.4 Any dispute on whether a newly established classification is to be included or excluded from the bargaining unit will be submitted to the Connecticut State Board of Labor Relations to resolve such dispute.

If a newly established classification is determined to be a part of the Bargaining Unit, such classifications shall be included as a part of the bargaining unit without having to resort to an election.

ARTICLE 7 - UNION ACTIVITIES

7.1 The City agrees that the Union Officers or Stewards shall have time during working hours without loss of pay for the investigation and adjustment of grievances, permission to absent himself/herself from his/her work area may be withheld by the supervisor only because of operation requirements, but in no event later than the start of the next regular shift. The Union agrees that the complaint will be handled as quickly as possible. The City agrees that the Union President shall have extensive and free leave with pay from the workplace to conduct union business. The President agrees in good faith to inform his or her supervisor of his or her whereabouts.

7.2 The seven (7) Members of the Executive Board may attend meetings for the purpose of negotiations during working hours without loss of pay.

7.3 Union Officials may attend meetings during working hours without loss of pay when such meetings are requested or approved by the Labor Relations Office.

7.4 Union Officers shall be able to consult with the Employer, his/her Representative(s) concerning the enforcement of any provisions of this Agreement, provided the City's Labor Relations Director or his/her designee is notified of such meetings and consultations.

7.5 During each year up to five (5) City employees who are chosen by the Union as official delegates of such State Convention of NAGE shall be granted three (3) days leave without pay for the sole purpose of attending the sessions of such State Convention as voting delegates. Once in each five (5) year period, up to three (3) City employees who are chosen by the Union to be Official delegates to the National Convention of NAGE shall be granted five (5) days of leave with pay for the sole purpose of attending the session of such National Convention as voting delegates. The Secretary of the Union will certify in writing to the appropriate City departments the names of those City employees who are chosen by the Union to act as its official delegates to either of such NAGE conventions at least fourteen (14) working days prior to the first day on which the leave with pay is to become effective.

7.6 The five (5) members of the Union Grievance Committee and the grievants shall be granted leave from work with full pay in order to attend grievance meetings or hearings when such meetings or hearings take place the same time that such members are scheduled to work. It is understood that the time the grievants are excused from work will be limited to the time actually spent in meetings or hearings including pre-arbitration meetings with Union Officials and travel to and from said meetings.

ARTICLE 8 - VISITS BY UNION REPRESENTATIVES

Accredited representatives of the NAGE Local RI-200 and the National Union shall

have access to the premises of the Employer, at reasonable times, provided he/she notifies the supervisor in the work area of his/her presence when he/she arrives and his/her presence will not disrupt the orderly routine of the department.

ARTICLE 9 - BULLETIN BOARDS

The City will furnish and maintain suitable bulletin boards in convenient places in each work area and may be used by the Union. The Union agrees that the material posted will not contain propaganda against or attacks upon the City or any official thereof.

ARTICLE 10 - COPIES OF CONTRACT

Within ninety (90) days after the signing of this Agreement, the City shall furnish to the Union one hundred (100) signed copies of the Agreement from the City to be provided to new employees at the time of hire.

II. MANAGEMENT AND THE WORKPLACE

ARTICLE 11 - MANAGEMENT RIGHTS

11.1 Except as expressly modified or restricted by specific provision of this agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the City, including, but not limited to the rights, in accordance with its sole and exclusive judgment and discretion, to recruit, select, train, promote, discipline, transfer, assign, layoff, and discharge personnel; determine the number and type of positions and organizational structure required to provide City services; define the duties and responsibilities of each position, and of departments; acquire and maintain essential equipment and facilities required to conduct the business of providing City services; to determine the technology and the efficiency of its governmental operations; establish and amend policy, procedures, rules and regulations regarding employee standards of conduct and the manner in which work is performed; perform the tasks and exercise the authorities granted by statute, charter and ordinance to municipal corporations. The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function hereby reserved to it, or the City's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the City's right to exercise such a right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

This article shall not be construed to deny any employee any right received under Civil Service Provisions of the City Charter.

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.1 All employees covered by this Agreement will work a forty (40) hour week

except those employees who currently work the City Hall hours and they will continue to work such City Hall hours (see Appendix A). City Hall hours will normally be 9:00 a.m. until 5:00 p.m., with one (1) hour unpaid lunch. Employees in the Library will continue their present schedule of hours.

The starting and finishing time of the hours of work for employees covered by this Agreement may be changed for seasonal and operating reasons or for the convenience of the public, after the City meets and confers with the union regarding such changes.

This provision is not intended to restrict Saturday hours in departments which have in the past provided service to the public on Saturday, whether seasonal or otherwise. Any employee who is scheduled to work in excess of the normal hours will be paid straight time up to forty (40) hours at time and one-half (1 1/2) thereafter.

12.1a School Program Cafeteria Schedule of Hours of Work:

HOURS PER WEEK	REGULAR SHIFT
High Schools	
40 hours	6:30 a.m. - 2:30 p.m. 7:00 a.m. - 3:00 p.m.
30 hours	8:00 a.m. - 2:00 p.m. 9:00 a.m. - 3:00 p.m.
20 hours	9:30 a.m. - 1:30 p.m. 10:00 a.m. - 2:00 p.m. 11:00 a.m. - 3:00 p.m.
25 hours	9:00 a.m. - 2:00 p.m. 10:00 a.m. - 3:00 p.m.
Middle Schools	
40 hours	7:00 a.m. - 3:00 p.m.
30 hours	8:00 a.m. - 2:00 p.m.
20 hours	9:30 a.m. - 1:30 p.m. 10:00 a.m. - 2:00 p.m.
Elementary Schools	
40 hours	10:30 a.m. - 6:30 p.m.
30 hours	10:00 a.m. - 4:00 p.m.
20 hours	9:30 a.m. - 1:30 p.m. 2:00 p.m. - 6:00 p.m.

Employees assigned to one of the shifts identified above will be utilized on that shift; provided, however, (1) that in instances where an unexpected lack of adequate personnel coverage threatens service at a school, cafeteria employees may be transferred to that school on a temporary basis to assure prompt, effective school meal coverage; and (2) temporary transfers to shifts other than those to which the employee is regularly assigned may be made in the case of emergencies. As soon as

practicable, such transferred employees are to be returned to their regularly assigned shifts.

12.1b In addition to 12-month school security personnel positions, the Board of Education may also establish 10 month positions. The salary for 10-month positions shall be 10/12 of that for 12 month employees. The Board shall have sole discretion in determining the number of 10 month and 12-month security positions needed based on the needs of the School District. Current school security personnel shall be "grandfathered," i.e. shall remain 12-month employees and maintaining current benefits. The parties agree to negotiate over the benefits for the new 10-month personnel before implementation.

12.2 Employees required to work more than eight (8) hours in one regularly scheduled day or more than forty (40) hours in one regularly scheduled week, shall be compensated for such overtime at time and one-half (1 1/2) their regular hourly rate. City Hall employees required to work on Saturday, outside their normal work week shall receive one and a half (1 1/2) times their hourly rate for hours worked after three (3) hours.

12.3 Supervision shall make overtime assignments consistent with the principle of distributing overtime as equitably as practicable among the employees holding the job affected by the overtime assignment. In doing so, supervisors shall follow the following procedure:

- a) Overtime assignments will first be offered to employees within the classification at the building or site of the assignment. Supervisors will use a rotating list for distribution. Employees refusing the overtime assignment will be charged as though he/she worked it.
- b) In the event all employees within the classification at the building or site of the assignment refuse the overtime, supervisors will then consult the rotating list of all employees occupying the same classification within the department. The supervisor shall offer the assignment to the first name on the list and continue until the shift is filled. Employees refusing the overtime assignment will be charged as though he/she worked it.
- c) If after expiring the lists in (a) and (b) above, the supervisor has not found an employee to fill said assignment, the least senior employee at the building site will be ordered to work the overtime assignment.

Overtime assignments for Special Police Officers shall be handled by a rotating list within the department; then Special Police Officers in other departments; and then ordering the least senior employee in the department where the overtime is to be worked.

Park Special Officers - Until the full loss of Park Special Officers occurs through attrition, all Special Officers (Board of Education and Parks) shall continue to retain primary overtime rights in the Parks as per the above Article 12.3c of the 2005-2009 Collective Bargaining Agreement.

12.4 An employee will work overtime when requested to do so by Supervisors. Employees shall be notified of such assignment as soon as practicable.

12.5 In the event that all employees refuse, or are not available, to work overtime, the least senior employee in the job classification and area affected by the overtime work, must work such overtime. In the event of an emergency, declared by the Mayor, no one can refuse to work overtime.

12.6 All City employees subject to City Hall hours shall work the hours provided in Appendix A, attached hereto.

12.7 The City, at its option, may change the hours of work from thirty-two and one half (32½) or thirty five (35) to thirty five (35) or forty (40) hours. In the event that the City exercises its option, the amount of money equivalent to the increase in hours shall be added to the base pay of the employee.

12.8 Any Telecommunicator may swap work shifts on a day or days on which he/she is able to secure another employee to work in his/her place provided:

- A. The two shifts swapped occur within the same pay period (11:00 p.m. Saturday through 10:59 p.m. Saturday).
- B. Such substitution does not impose any cost to the City.
- C. Such substitution is within the job title only.
- D. The Supervisor in charge is notified on the appropriate form at least three (3) days in advance of the requested swap except in the case of an emergency, in which case the request may be made by telephone.
- E. Neither the Department nor the City shall be held responsible for enforcing any agreements made between employees.
- F. As long as the above requirements are met, the swap requested shall not be unreasonably denied.

12.9 Parking Control Officers will work eight (8) consecutive hours per day, forty (40) hours per week, Monday through Friday, with a thirty (30) minute paid lunch. The City shall maintain scheduling flexibility to set the schedules between the hours of 8:00 a.m. – 5:00 p.m. Schedules will be set in advance by the City. If after one year from the implementation of the provision, the City can show that the increase in hours is not economically supported (i.e. income from parking violations has not increased), the schedules will revert back.

ARTICLE 13 - REPORTING TIME

Any employee who is scheduled to report for and who presents himself/herself for work, as scheduled, shall be assigned at least four (4) hours work on the job for which the employee was scheduled to report. If work on the job is not available, the employee shall be excused from duty, and paid at his regular rate - straight time or overtime. When an employee reports for and starts to work as scheduled, and is excused from duty before completion of four (4) hours work, the employee shall be paid at his regular rate, for four (4) hours work at appropriate rate, straight time, or overtime, whichever is applicable.

ARTICLE 14 - SENIORITY

14.1 The City shall prepare a list of employees represented by the Union, showing their seniority in time of service with the City, their classification and rate of pay, and deliver the same to the Union within ninety (90) days of the signing or anniversary date of the contract.

14.2 When a promotional vacancy exists in a classified non-competitive position within a department, the position vacancy shall be posted where employees customarily assemble and in a conspicuous place in the department for five (5) days and on the appropriate Personnel Department's website. Qualification for the position will be determined by the employer. If multiple qualified employees, as determined by the employer, bid on the position, seniority will be the deciding factor.

14.3a All new employees shall serve a six (6) month probationary period. Upon successful completion of the probationary period, the employee shall be classified as a permanent employee. The probationary period shall be counted as part of the seniority after the employee is considered permanent.

14.3b (1) During the six (6) month probationary period, the City may terminate or otherwise discipline the probationary employee and such action shall not be subject to the grievance and arbitration process.

(2) The City shall perform at least two (2) evaluations during probation in which the employee is appraised in writing as whether they have adequately learned and/or performed the functions and responsibilities of the position and provide the employee with a fair opportunity to correct any deficiencies.

(3) The evaluations provided in (2) above shall be required for termination(s) based upon whether the employee has adequately learned and/or performed the functions and responsibilities of the position for other than newly hired probationary employee(s). The City's failure to perform such evaluations shall be subject to the

grievance and arbitration process with the remedy being a new six (6) month probationary period.

14.3c Employees failing their probation under Civil Service may appeal the termination to the Civil Service Commission regarding the termination of employment. Said appeal must be filed with the Commission within fourteen (14) calendar days from the date of termination.

Those probationary employees in non-Civil Service positions that fail probation may appeal for a hearing concerning the termination with the City's Director of Labor Relations. Said appeal must be filed with the City's Labor Relations Office within fourteen (14) days from the date of termination.

14.3d Probationary employees shall not be eligible for vacation benefits during their probationary period, however, they will be eligible to receive vacation benefits upon six (6) month anniversary date. Probationary employees shall earn full sick leave credit during the first ninety (90) days of employment. Any sick leave utilized by probationary employees must be accompanied by a medical certificate acceptable to the Director of Labor Relations or his/her designee. Probationary employees will not be eligible for tuition reimbursement.

14.4 Employees promoted to a higher classification within the bargaining unit shall serve a promotional probationary period of six (6) months. In the event an employee fails a probationary period (within or outside the bargaining unit) or becomes ineligible for the position because of testing, the employee may bump back to his/her previously held classification and have his/her seniority bridged for all purposes except lay-off. While the employee is in the probationary period, he/she shall have all rights under the grievance and arbitration procedure.

In computing an employee's length of service for a prior classification, the time spent in all classifications in which he/she worked shall be used.

14.5 Seniority shall mean length of service to the municipality by job classification. Such seniority shall apply to the employee's rights in cases of lay-offs, re-employment, transfers and vacation.

14.6 Seniority of non-civil service employees, upon entering a civil service position, shall include the time spent in continuous non-civil service employment with the City.

14.7 Any Civil Service employee laid-off by the City of Bridgeport since January 1975, and rehired by the City on any federal grant employment program and subsequently rehired by the City on a Civil Service payroll shall be treated as if they had unbroken seniority as defined by Section 14.5 of the current collective bargaining agreement.

ARTICLE 15 - DISCIPLINARY PROCEDURE

15.1 The City of Bridgeport and its representatives shall exercise full disciplinary authority consistent with its responsibility to direct employees to perform the required work duties in order to achieve department program goals and satisfactory municipal service to the general public.

15.2 All disciplinary action shall be applied in a fair manner and shall not be inconsistent to the infraction for which the disciplinary action is being applied.

15.3 Disciplinary action shall include (a) a verbal warning, (b) a written warning, (c) suspension without pay, and (d) discharge. The City and the Union recognize the concept of a progressive discipline policy, however both parties agree that there are certain grave offenses wherein the discipline imposed by the City does not require compliance to the aforementioned provisions.

15.4 All disciplinary action, except discipline of probationary employees, may be appealed through the established grievance procedure through Step 3, Binding Arbitration, or through the Civil Service Commission, but not both.

15.5 When a maximum of two (2) years have elapsed without the employee receiving further discipline, the City shall remove memorandum of reprimand (i.e., verbal warning, written warnings) from the employee's personnel file upon receipt of a written request by the employee.

15.6 All written warnings, suspensions and discharges will be stated in writing and transmitted to the employee, at the last known address, and the Union. In all such written discipline cases, the Union and the employee will be notified of the action by letter. Notification to the employee may be done by hand delivery or via certified mail, return receipt requested. Notification to the Union may be by electronic mail, delivery receipt required.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

16.1 Any grievance or dispute which may arise between the parties, concerning the application, meaning or interpretation of this Agreement, shall be settled only in the following manner, except that any grievance or dispute which may arise regarding Civil Service Rules and Regulations that are not a concern of this Agreement shall be settled through the established Civil Service procedure. A "day" for the purposes of this Article shall mean workday, Monday through Friday, excluding holidays, for all employees.

Step 1 The employee or the Union Officer, with or without the employee, shall file the grievance or dispute in writing with the employee's supervisor or department

head within ten (10) days of the date of the grievance or within ten (10) days from when the employee reasonably should have known of its occurrence. Such grievance must contain the following information:

1. A statement presenting, in a concise manner, a general description of the grievance.
2. A statement outlining the relief sought; and
3. Specific reference to the clause or clauses of the agreement, which the grievant feels have been violated.

The failure to strictly comply with the provisions of sub-paragraphs 1, 2, and 3 above shall not be the basis for claiming a grievance is not arbitrable. The department head or supervisor shall have five (5) working days to respond to the grievance. A disposition at this step will not be cited as precedent by either party.

Step 2 In the event the grievance is not resolved at Step 1, the union or the grievant shall present the written grievance to the Labor Relations Office within ten (10) days from the Step 1 response or if no response was given, then ten (10) days from the date the response was due. The Labor Relations Office shall have ten (10) days to respond to the grievance.

Step 3 If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Labor Relations Office is due, by written notice to the other, request arbitration by the State Board. Said Board shall hear and act on such dispute in accordance with its rules and regulations.

The arbitrator(s) shall limit its decisions strictly to the application, meaning or interpretation of the provisions of this Agreement. The arbitrator(s) shall not add to, nor subtract from, the terms of this Agreement as written. The arbitration award shall be in writing and shall set forth the opinion and conclusions on only the issue submitted.

The decision of the arbitrator(s) shall be final and binding on the parties, and the arbitrator(s) shall be requested to issue its decision within thirty (30) days after the conclusion of testimony and argument.

16.2 Expenses for the arbitrator(s)' services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own Representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator(s).

16.3 Grievances initiated by the Employer shall be processed in this same manner,

but they may be initiated at either Step 1 or Step 2. Any suspension or termination grievance may be processed by the Union directly to Step 2, within ten (10) days of imposition of the discipline.

16.4 Nothing contained in this Article shall prevent any employee from processing his own grievance through the grievance procedure in accordance with Section 7-468(d) of the C.G.S providing that the Union shall be promptly notified of such grievance as it is being processed. The Union shall have the sole and exclusive right to process the grievance to arbitration.

16.5 Upon mutual written agreement by the City and the Union, any of the time limits in this Article may be waived or extended.

16.6 The City and the Union agree that every attempt shall be made to schedule arbitration hearings in discharge cases within 120 days of the filing date for arbitration.

16.7 The parties agree to the utilization of an expedited arbitration system for cases which both parties agree.

16.8 The parties further agree that forums other than the State Board of Mediation and Arbitration such as the American Arbitration Association (A.A.A.) or the Federal Mediation and Conciliation Service (F.M.C.S.) may be used to comply with the provisions of this Article.

16.9 In the event that a grievance is not answered within the prescribed time limits at each step, the grievance may be presented to the next step of the grievance procedure.

16.10 All grievances not resolved at Step 2 may be processed to mediation upon mutual agreement of the parties and only after the case has been requested for arbitration as set forth in Step 3. Mediation shall attempt to resolve those grievances filed for arbitration. Both sides will present their facts and arguments at the mediation session. The mediator will make a non-binding recommendation that will not be part of the record in the event the grievance proceeds to arbitration.

16.11 The City may select up to five (5) cases per contract year for arbitration before the American Arbitration Association. The City shall pay the costs of such arbitrations.

ARTICLE 17 - TRANSFERS AND ASSIGNMENTS

17.1 Transfer is defined as the change of an employee from one City department to another City department, within the same job classification and with the approval of

the department heads and the Personnel Director.

An assignment is defined as the change of an employee from one work site to another work site within the same department, within the same job classification and with department head approval. Assignment shall also be construed to mean re-assignment.

17.2 Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor. The application shall state the reason for the requested transfer.

17.3 Employees requesting transfer for reasons other than the elimination of jobs shall be transferred to equal or lower paying job classifications, on the basis of seniority, provided he/she has the ability to do the job effectively without further training.

17.4 Employees requesting transfers because of the elimination of their jobs shall be transferred to the same job or any other job of an equal classification on the basis of seniority.

17.5 It is agreed to by the Union that the City may transfer and assign employees provided the employees to be transferred or assigned be given three (3) days notice that upon such notification the department head or immediate supervisor shall meet and explain the reasons for the transfer or assignment to the employee. The City of Bridgeport agrees that transfers and assignments shall not be for reasons other than sound business or operating reasons. The City further agrees that transfers and assignments shall not reduce the normal weekly work hours, excluding overtime, of the employees except as provided for in 17.2 and 17.3. The City also agrees that seniority as defined in Article 14 shall be a factor to be considered by the City when initiating a transfer or assignment, but seniority shall not be the sole determining factor. Transfer of the Service Assistants will not be subject to provisions of this Section 17.5.

ARTICLE 18 - SHIFT AND SCHEDULE PREFERENCE

Shift preference will be granted on the basis of seniority with the job title as openings occur. Such preferences shall be exercised first by employees within a division. If no employees within the division exercise such preferences, then employees within the department will be given preference by seniority.

ARTICLE 19 - TRAINING

19.1 The City shall establish on-the-job training programs from time to time to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. If such training is conducted during normal

working hours, the employee shall receive his/her regular hourly rate while undergoing training. If training is conducted outside normal working hours, no compensation will be paid to employees undergoing training.

19.2 In the selection of trainees, qualified applicants will be determined by the employee's expression of interest, aptitude and work record. From the qualified applicants, assignments to training will be in order of seniority.

ARTICLE 20 - SAFETY AND HEALTH

20.1 Both parties to this Agreement shall hold themselves responsible for mutual cooperative enforcement of OSHA safety rules and regulations.

20.2 A joint Safety and Health Committee will be established to study City and Board of Education facilities and equipment utilized by employees within the bargaining unit and to make reports and recommendations concerning remedial action as the situation may require. The Union is to appoint three (3) members of this Joint Committee. The City will appoint three (3) members. The mayor of the City will appoint a seventh (7th) to and act as Chairperson. Either party shall have the right to replace its members at its pleasure.

The Joint Committee shall conduct meetings at least once in each calendar month.

ARTICLE 21 - REST PERIODS

21.1 All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible, but may not be annexed to the lunch break unless the supervisor approves on an instance by instance basis.

21.2 Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 22 - DRUG TESTING

All employees, excluding Special Officer, holding CDL licenses shall be subject to the existing City-wide drug testing policy. Civilian Detention Officers will follow the drug testing policy in force in the City of Bridgeport Police Department for uniformed personnel which shall be administered by the Police Department. All Board of Education Security Guards, Special Officers, C.A.D. Telecommunications Operators and Emergency Response Service Operators shall be subject to drug testing in accordance with the following procedures: Mandatory testing upon original assignment and random testing at any time after assignment for controlled substances defined in accordance with State of Connecticut Uniformed Controlled Substances Act, Section 21 a-240 et seq., of the Connecticut General Statutes, which

testing shall be administered in accordance with state statutes and be performed by a reliable laboratory. All other employees may be subject to "reasonable suspicion" testing in accordance with the law.

**ARTICLE 23 - SPECIAL OFFICERS, DEPUTY AND SENIOR DEPUTY
HARBOR MASTERS, CIVILIAN DETENTION OFFICERS**

23.1 Uniforms damaged in the line of duty will be replaced by the City, (respective departments), at no cost to the employee, or deduction from the uniform allowance upon approval of the Department Head. Personal property used in the line of duty will be replaced by the City on the same basis. Approval shall not be unreasonably denied, except for normal wear and tear which shall be paid for out of the uniform allowance.

The City shall provide each Special Officer and Harbor Masters his/her own foul weather gear of good quality and condition. Such clothing shall consist of a reversible raincoat, one side of which shall be of a bright luminous color for traffic duty purposes, rubbers and a weather proof hat cover. The City shall provide each Harbor Master his/her own Mustang Suit for foul weather.

23.2 In accordance with the C.G.S. concerning Municipal Police Training, Special Officers and Harbor Masters shall receive a minimum of forty (40) hours training every three (3) years paid for by the City.

23.3 The City shall provide Special Officers and Harbor Masters two-way communications equipment in their radio cars and hand units for the Special Officers on foot patrol

23.4 Special Officers, Civilian Detention Officers and the Harbor Master shall, subject to the conditions listed below, be eligible for tuition reimbursement for courses at an accredited college or university in subjects which are designed to increase the Officer's proficiency and which shall be related to one or more of the following fields:

- Police Administration
- Police Science and Procedure
- Sociology
- Investigative Procedures
- Corrections

Any active full-time employee in the classifications listed above shall be eligible for tuition reimbursement provided:

- Written approval of the Department Head and Director of Labor Relations is obtained prior to enrollment,
- The employee successfully completes the course with a grade of "C" or better.
- Funding is available.

Reimbursement will be made one (1) year after completion of the course, provided the

recipient is still employed by the City. There shall be a \$5000.00 cap on total reimbursements for the bargaining unit during any calendar year. Funds not expended in one year shall not roll over to the next year.

23.5 Special Officers and Harbor Masters are authorized with arrest powers in the enforcement of City ordinances. Said powers shall be consistent with statute or other applicable law.

23.6 Special Officers, after certification from the training program, will receive \$1.00 an hour increase.

ARTICLE 23A - SPECIAL OFFICERS

23A.1 Effective upon approval of the collective bargaining agreement by the Bridgeport City Council, Special Officer (both Board of Education and City) shall no longer take home assigned vehicles.

23.A.2 Upon signing of this contract all Park Special Officers vacancies shall not be filled and Park Special Officers will be eliminated through attrition.

23.A.3 The Police Chief Shall have the right to assign the Park Special Officers for jurisdiction and scope of duties.

ARTICLE 23B - CIVILIAN DETENTION OFFICERS

23.B.1 All new Civilian Detention Officers shall serve a probationary period of one (1) year from the completion of field training and upon successful completion of this period they shall be classified as regular employees. The probationary period shall be counted as part of the seniority after the CDO is considered regular. Probationary CDO's shall accrue vacation benefits during their probationary period, however they will not be allowed to take vacation until after the completion of their probationary period. During probation, the City may dismiss, or otherwise discipline, a CDO and such action shall not be arbitrable. The sole and exclusive remedy for such action shall be the grievance process through Step 2.

23.B.2 Civilian Detention Officers will undergo an initial training period of approximately six and one-half (6 ½) weeks plus an additional four (4) week field training period with training content and the term of training to be determined by the Chief of Police or his/her designee. During training, CDO's will work forty (40) hours per week based upon an 8:00 a.m. to 4:30 p.m. workday with one half (1/2) hour unpaid lunch. CDO's in training will be assigned as the Chief of Police or his/her designee determines, in his/her sole discretion, the needs of the Police Department and the training program require.

23.B.3 Civilian Detention Officers will be required to submit to annual physical

fitness testing which shall be based upon the "Cooper Standards" used in the Connecticut Municipal Police Academy (copy attached as Appendix E). Refusal or failure to take the annual physical test (except for authorized leave or documented physical incapacity) shall be cause for discipline. Such physical testing shall be conducted during the CDO's regular work shift. CDO's must maintain the percentile of fitness required by the City's Police Department Training Division for successful completion of initial training for CDO's adjusted for age and gender. Any CDO who fails the test will be retested within ninety (90) days. The first failure on a retest will result in a one (1) day suspension without pay. The second failure will result in a five (5) day suspension without pay. Upon the third failure, the City may terminate the CDO.

23.B.4 The Hours of Work and Overtime for Civilian Detention Officers shall be:

- A. All CDO's will work a schedule of five (5) consecutive eight (8) hour days on duty followed by three (3) consecutive days off duty. Work shifts shall be: "A" shift – 11:00 p.m. to 7:00 a.m. or 12 midnight to 8:00 a.m.; "B" Shift – 7:00 a.m. to 3:00 p.m. or 8:00 a.m. to 4:00 p.m.; "C" Shift – 3:00 p.m. to 11:00 p.m. or 4:00 p.m. to 12 midnight. The hours and days of work for all CDO's may be changed for seasonal and operating reasons or for the convenience of the public or to conform to changes in the schedule of the Police Department, after the City meets and confers with the Union regarding such changes. Notwithstanding, no CDO shall work more than sixteen (16) hours straight, including overtime, without at least eight (8) hours off duty between shifts. Shift preference will be based upon seniority bid after satisfactory completion of the Field Training period subject to the Police Department determination as to the position available and/or needed on a shift. Shift assignments will be posted once per year by the City on or about October 15th of each year.

In the case of an emergency, declared by the Mayor or Police Chief, operating hours and schedules may be changed without notice to the Union. The City and Union will meet within seven (7) days if the emergency situation continues.

- B. CDO's assigned to work the "A" or "C" shifts shall receive a shift differential of one dollar and ten cents (\$1.10) per hour.
- C. CDO's who work in excess of their regularly assigned work week or work schedule shall be paid at a rate of one and one-half (1 ½) their regular straight time hourly rate for such work.

- D. CDO's who are off-duty sick on the day they are scheduled to work overtime shall be charged as though they had worked. CDO's who are off-duty sick shall be required to work an eight (8) hour regular tour before they can work Department Overtime.
- E. CDO's who are off-duty on their regular scheduled workday, when their name appears in rotation, shall be charged as though they would have worked.
- F. In the case of CDO's on suicide watch, on overtime, the City must exhaust the seniority roster of CDO's for replacement before hiring Police Officers to fill such vacancy. In the case of a female CDO on suicide watch or hiring thereof, the City must exhaust the seniority roster of CDO's for their replacement for regular duties before hiring Police Officers to fill such vacancy.
- G. In the event that no CDO is available to work overtime, the least senior CDO in the classification and work area effected must work such overtime. If ordered by the Police Chief or his/her designee, no CDO may refuse to work overtime.

ARTICLE 24 – EMERGENCY COMMUNICATIONS CENTER (ECC)

24.1 The scheduled shifts of Public Safety Telecommunicators (TCO's) shall be 8 a.m. to 4 p.m.; 4 p.m. to 12 a.m.; and 12 a.m. to 8 a.m. The scheduled overlap shifts of TCO shall be 11 a.m. to 7 p.m. and 7 p.m. to 3 a.m. All TCO's shall work thirty-six (36) hours per week. The night differential rate shall be \$1.10 per hour for hours worked between 4 p.m. and 8 a.m. Every effort will be made to accommodate a half (1/2) hour lunch within these work schedules and requests will not be unreasonably denied.

24.2 New hires for the TCO position shall serve a one (1) year probationary period. Unsatisfactory completion of the employee's probationary period will result in termination of the employee. If termination of the probationary employee is sought after the first six (6) months of employment, the employee may be represented by NAGE, Local RI-200.

24.3 Except for an operational emergency, as declared by the supervisor a newly hired TCO shall be precluded from overtime assignments during their probation. Overtime will be offered to the TCO's on an equitable basis. The NAGE members will have first preference of offered overtime. Seniority for new hires, hired on the same day, for the TCO position will be determined by lottery drawing.

24.4 Communications Training Officer, while working as such, shall be paid an

additional seven and one-half percent (7.5%) of their hourly wage which pay shall be included in the next pay period. Communications Training Officers shall be selected based on qualifications to be determined by the Director of Emergency Management and Homeland Security or his designee. Seniority will be considered, but shall not be the sole qualifying factor.

24.5 The City may change the shift hours for CAD and ERS to be same for both operation because of a combination of the dispatch functions at the City. The parties will continue to meet to negotiate the establishment of a new combined function for the two positions, new hours of work and a new salary structure for the combined positions. In the event that no agreement is reached within sixty (60) days the matter will be submitted to binding interest arbitration under MERA.

ARTICLE 25 - ATTENDANCE POLICY

The Attendance Policy applicable to employees under this Agreement is attached as Appendix B. The effective date of such policy will be May 31, 2002.

III. MONETARY PAYMENTS

ARTICLE 26 - WAGES

26.1 Effective and retroactive to January 1, 2019 there shall be a two percent (2%) increase across the board.

26.1a Effective January 1, 2020 there shall be a two percent (2%) increase across the board.

26.1b Effective January 1, 2021 there shall be a two percent (2%) increase across the board.

26.1c Effective January 1, 2022 there shall be a two percent (2%) increase across the board.

26.2 For the purpose of this Agreement, an employee's regular weekly earnings shall be that portion of his regular annual salary which he receives each week. An employee's regular hourly rate shall be that portion of his regular weekly earnings reduced to an hourly rate.

26.3 In determining an employee's rate of pay for any monetary benefit under this Agreement, the basis to be used in such determination shall be the employee's regular annual, weekly or hourly rate, whichever is appropriate in determining such benefits. However, any retroactive pay increases shall apply to all overtime compensation paid.

26.4 In no event shall any additional monies received as a result of any other provision of this Agreement be considered as a portion of an employee's regular annual, weekly or hourly rate. The single and sole criterion for making a determination of any employee's annual weekly or hourly rate shall be the salary being paid in accordance with the applicable wage schedule.

26.5 In the event a bargaining unit employee is promoted, his new salary shall be arrived at by following the principle of a promotional increase being equal to at least a step increase in the employee's range prior to promotion.

26.6 All employees on an annual salary shall be paid the wages of their classification based on fifty-two (52) weeks.

26.7 Employees required to work in a higher classification than their normal classification shall be paid the rate of the higher classification for that period of time.

26.8 Employees after one hundred and twenty (120) days in an Acting or Provisional status shall receive the Acting or Provisional pay rate for purposes of all leaves and vacations. Acting and Provisional employees shall also receive all pay step increases afforded the classification after one (1) year in that status which they are actors or provisionals.

26.9 Merit increases may be granted by the appointing authority should the employee have maintained a standard of attendance and job performance acceptable to the appointing authority. Should the appointing authority fail to recommend the merit increase, the reasons therefore shall be reduced to writing and provided to the employee. Should the employee feel that the reasons for the denial are not substantiated the Union may file a grievance concerning the matter. The grievance shall be decided by a panel comprised of one person chosen by the Union, one person chosen by the City and the third chosen by both of them. The panel shall be impaneled within ten (10) days of the denial. Should this time frame not be met the appeal will be heard as expeditiously as possible regardless.

26.10 There will be no retroactive payments made under this agreement. This includes, but is not limited to: Wages, insurance buyouts, uniform allowances, insurance co-pays, etc.

26.11 All employees shall be enrolled in direct deposit.

ARTICLE 27 - CALL BACK PAY

When an employee is called in for work outside of his regularly scheduled working hours, he shall be paid a minimum of four (4) hours at the applicable overtime rate. This provision applies only when such call-back results in hours worked are not

annexed consecutively to one end or the other of the working day.

ARTICLE 28 - LONGEVITY

28.1 Each employee who was hired prior to July 1, 1992 and who has or will have five (5) or more years of continuous municipal service, shall receive in the first pay period subsequent to October 1st of each contract year, an annual payment equal to seventy-five dollars (\$75) for each year of completed service. Such payment shall not exceed one thousand eight hundred dollars (\$1,800). Effective October 1, 2006 the cap on such payment shall increase to two thousand two hundred and fifty dollars (\$2,250). Employees hired after July 1, 1992 shall be eligible to receive longevity pay as provided above after ten (10) years of continuous municipal service.

28.2 Employees who leave service prior to October shall receive Longevity Pay pro-rata for the period qualified. In case of an employee's death, his/her spouse and/or children shall receive the Longevity payment effective upon this Award.

ARTICLE 29 - NIGHT BONUS

29.1 Employees shall be paid a night bonus of one dollar and ten cents (\$1.10) for each hour worked on the second and third shift.

29.2 The above bonus shall be added to the employee's rate for the purpose of computing pay for sick leave days, for paid holidays, for paid personal days, for vacation days under this Agreement.

29.3 Shifts shall be defined as follows: Second shift shall be 3:00 p.m. to 11:00 p.m., or 4:00 p.m. to 12:00 a.m., as the case may be; Third shift shall be 11:00 p.m. to 7:00 a.m., or 12:00 a.m. to 8:00 a.m., as the case may be.

29.4 Notwithstanding any other provisions of this Agreement, the City may with thirty (30) days advance notice change the shift schedule set forth in Section 29.3 by no more than two (2) hours either way.

IV. BENEFITS

ARTICLE 30 - WEARING APPAREL

30.1 The City shall provide to any City employee, required to wear protective clothing, his/her own protective clothing of good quality and condition. Such clothing shall consist of rain gear, boots, gloves and goggles, or any other protective clothing deemed necessary by the Occupational Safety and Health Administration (O.S.H.A).

30.2 Cafeteria Workers shall receive a uniform allowance of two hundred twenty-five (\$225) dollars for fiscal year 06/07 and two hundred fifty dollars (\$250) for fiscal year 07/08. Uniform Allowance shall be increased to two hundred and seventy-five dollars (\$275.00) for fiscal year 10/11.

30.3 Lab Technicians shall receive two hundred dollars (\$200) per year for the purchase of uniforms.

30.4a All full-time Special Police and Senior Deputy and Deputy Harbor Masters shall receive seven hundred and twenty-five dollars (\$725) per year for uniform allowance commencing in October 2006. Effective October 2007 such uniform allowance shall increase to eight hundred dollars (\$800).

30.4b All Telecommunications/Dispatch Operators shall receive two hundred dollars (\$200) per year for the purchase of uniforms.

30.4c October 1st of each year, Animal Control Officer shall receive five hundred dollars (\$500) for Uniform Allowance.

30.5 All uniform allowances shall be payable the first pay day of October of each contract year.

30.6 Effective July 1, 2004, the City shall purchase or rent uniforms for all full-time custodians. The uniform allotment shall consist of three (3) shirts, four (4) pairs of pants, one (1) vest and one (1) jacket. The uniforms shall be replaced as necessary.

30.7 All full-time Parking Enforcement Officers shall receive a uniform allotment of three (3) summer uniforms and three (3) winter uniforms.

30.8 As soon as practical after signing of this Agreement, the City will provide a back brace for each cafeteria worker, who submits a written request to the Department supervisor.

30.9 Outreach personnel in the Health Department shall be provided by the City with two (2) lab coats.

30.10 Outerwear: The following employees shall receive a onetime \$400 allowance for outerwear upon implementation of the current contract and \$200 on each October 1st thereafter: Housing Code Inspectors; Sanitarians; Epidemiological Inspectors; Outreach Tuberculosis Workers'; Property Appraisers; Zoning Inspectors and Anti-Blight Inspectors.

30.11 Security Guards will be given four (4) pairs of uniform pants and four (4) uniform shirts, the type and design to be determined solely by the City of Bridgeport, every calendar year. The process by which the employees receive the pants and shirts will be determined solely by the City of Bridgeport.

30.12 (a) Civilian Detention Officers will wear the uniform designated by the

City's Police Department for Detention Officers. No additional embroidery, patches or variations of the designated uniform will be permitted.

30.12 (b) Annually, each Detention Officer will receive three (3) short sleeve shirts, three (3) long sleeve shirts which shall be embroidered with a badge and a name, three (3) pairs of B.D.U. pants and one (1) pair of shoes. Such shoes shall be in conformity with the color and type worn by the City's Police Officers.

ARTICLE 31 - INSURANCE

31.1 The City shall provide and pay for the Health Benefits for all employees and their enrolled eligible dependents as follows:

- A) "Medical Benefits" in accordance with the City of Bridgeport/ Bridgeport Board of Education Medical Plan (including Section V – Schedule of Benefits, Revision 2/1/06), a copy of which is annexed to the originals of this Contract and is on file with the City and the Union (the "Medical Plan") Appendix C.
- B) Drug Prescription plan (covering all approved medications) with an annual maximum and co-pays as described in the attached "Your Personal Prescription Benefit Program" section contained in Appendix C.
- C) The twenty-five dollar (\$25.00) deductible CIGNA Dental Plan, or its equivalent, excluding orthodontia (the "Dental Plan").
- D) The VSP Vision Plan, or its equivalent, as outlined and attached hereto as Appendix D (the "Vision Plan").

31.2 The City shall provide and pay for the cost of a Group Life Insurance Policy in the amount of twenty-five thousand dollars (\$25,000) dollars with accidental death and dismemberment for all employees.

31.3 Retirees prior to the first day of this Agreement, and their surviving spouses, if any, will receive benefits for health care as defined in the plans in existence under the contract which governed their retirement (or such alternative coverage as they

have accepted) and make contributions to coverage, if any, in accordance with such contracts(s).

31.4 For health benefit eligible retirees and their enrolled eligible spouses at the time of retirement, upon attaining Medicare eligibility after their actual retirement date, the premium cost share for health care benefits shall be based upon the premium rate of the supplemental plan provided by the City for said retirees and their spouses. The premium cost share for the retiree's dependents, including a spouse, who is not Medicare eligible, shall be based upon the Fully Insured Equivalent rate for the coverage provided to such dependents.

31.5 A) Benefits under the Medical Plan or, if appropriate due to age, Medicare Part B and the Medicare Supplement Plan to the extent needed, and the Prescription Drug Plan for retirees, who retired on or after June 30, 2001, and their enrolled eligible dependents on the date of retirement, if any, will be modified to conform to such benefits as provided to the active employees as the same may, from time to time, be modified under future collective bargaining agreements. No additional dependents may be enrolled under an employee's benefit package after retirement.

B) If any employee who retires on or after July 1, 1999 shall have available coverage for Medical Benefits through subsequent employment of the retiree or through the retiree's spouse, such retiree shall apply for, and if eligible obtain, such coverage provided that such alternative coverage shall not exceed in premium cost to the retiree the cost which the retiree would have paid to the City for Medical Benefits coverage except as provided below. The retiree shall not take advantage of any buy-out program in such coverage. The Medical Benefits provided by the City of Bridgeport shall remain secondary to those other Medical Benefits obtained by the retiree, except that in the event the retiree shall not be eligible for alternative coverage, where the retirees' premium cost would be less than the retiree's premium cost for the City's Plan and the City shall not have exercised an option to reimburse the retiree or surviving spouse for such additional cost, the Medical Benefits provided by the City of Bridgeport shall become primary for the retiree and the retiree's spouse. The retiree and the retiree's spouse who have alternate coverage to which they must contribute shall not be required to contribute to the City's coverage to the extent of such contributions.

31.6 Whenever an employee covered by this agreement is suspended, all Health Benefits under Section 31.1 and insurance under Section 31.2 shall be provided throughout the period of suspension. Such Health Benefits and insurance shall continue to be provided for terminated employees, who have filed a timely grievance of such termination under this Agreement, until a final decision on such grievance in arbitration or six (6) months from the date of termination, whichever is sooner.

31.7 The City may offer the privilege of choosing an alternative health care carrier

and/or administrator and/or plans in lieu of the City's Plan as set forth in Section 31.1 of this Article. Enrollment periods shall be annually in May of each year. For employees electing the alternative, the City shall remit monthly to the Plans in an amount up to but not to exceed that which the City pays for the City's Plans Insurance as specified in Section 31.1 of this Article. If the cost for the alternative is greater than the amount the city would have paid or contributed had the employee not elected such plan, then the City agreed to deduct from the employee's pay, upon receipt of a written authorization from the employee, the additional amount required for full payment of the alternative premium.

31.8 The City shall be permitted to substitute insurance or benefits arrangements from any source for the Plans provided for in Section 31.1 of this Article. Such substitutions shall be permitted if the substituted coverage offers benefits and methods of administration, processing and payment of claims at least equal to those specifically provided for in Section 31.1 of this Article. Before the City may substitute, it must negotiate the substitution with the Union. If the Union does not agree to the substitution, the City must claim the matter for arbitration in accordance with single member panel rules of the American Arbitration Association. The Arbitrator will order the substitution, if after weighing the total benefits and methods of administration, processing and payment of claims offered by the City's proposal against the total benefits and methods of administration, processing and payment of claims offered by the Plan specified in Section 31.1 of this Article, he/she finds that the average bargaining unit member will, on an overall basis, benefit at least as well under the proposed substituted coverage. Nothing herein shall require the City to propose total substitutions for the coverage provided in Section 31.1 of the Article and substitution may be proposed for any one or more of the specified coverages.

31.9 The City shall provide a payment of lieu of health benefits, for employees that waive such coverage, in the amount of two thousand (\$2,000) dollars per year. This payment will be paid in two (2) equal installments.

31.10 The parties shall continue to work through the Labor Management Cooperative Committee on health care, which may modify but not substantially change the health benefits as provided herein.

31.11 For purposes of this Section, and wherever applicable elsewhere in this Article, "Premium Cost" shall be defined the actual premium cost paid for such coverage or if the City does not pay an actual premium cost, then the pseudo premium cost as developed by an independent third party administrator for purposes of establishing premiums pursuant to the Comprehensive Omnibus Budget Reconciliation Act ("COBRA")

1. Effective January 1, 2012 the Premium Cost Share (PCS) paid shall be 18% for all active employees and those who retire on or after 1/1/2012.

2. Effective July 1, 2012 the PCS contribution shall increase to 25% for active members and those who retire on or after July 1, 2012. Members of the Union on that date, or new members to the Union by virtue of an intra-City transfer, who were hired on or before July 1, 2012 and who were regular full time employees on said date shall have their PCS contribution capped at twenty five percent (25%) for their health care insurance. This 25% PCS cap is guaranteed to remain in effect for said members throughout their period of employment with the City and their entire period of retirement.

3. New members to the Union who were hired on or after November 15, 2011 shall pay a PCS contribution for their health care insurance according to the following schedule:

July 1, 2018	31%
July 1, 2019	32%
July 1, 2020	32%
July 1, 2021	33%
PCS shall increase by 1% per year on July 1st of each year, until a cap of 50 % is reached, except that there shall be no PCS increase July 1, 2020.	

Said premium contribution shall be the above named amount regardless of the coverage category of employee only, employee plus one, or employee plus family.

4. Employees covered under item 2 who separate from City employment for more than 180 calendar days for any reason other than those mentioned in the following sentence, shall, if re-hired by the City, be treated as new employees according to the terms and conditions of item 3 above.

Exceptions to this provision are:

- a) Employees recalled from layoff from an unexpired recall list.
- b) Employees returning from any type of City approved leave of absence, and within the time frames specified in the leave: e.g., military leave, medical leave, personal leave of absence, etc.

31.12

- A) The City will implement and shall maintain a plan pursuant to Section 125 of the Internal Revenue Code for all active employees so as to facilitate deduction of the amounts contributed for health benefits and for childcare from the gross income of the employee for tax purposes.

- B)** As an alternative to the current health and/or insurance benefits, the City may offer an employee benefits cafeteria plan which allows the employee to select from a specific list of benefits up to a yearly dollar amount as agreed; the details of which shall be subject to reopener negotiations at the request of either party.

31.13 Any employee hired after May 1, 2015 will not be eligible to receive post-employment medical benefits regardless of the service time the employee has with the City.

ARTICLE 32 - PENSION PLAN

All employees in the bargaining unit shall be covered by the Connecticut Municipal Employees Retirement System ("CMERS"). The employee contribution to CMERS shall be on a pre-tax basis subject to meeting CMERS requirements and all other City unions in CMERS agreeing to the pre-tax basis.

ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM (EAP)

33.1 The City of Bridgeport recognizes that a wide range of problems not directly associated with one's job function can have an undesirable effect on an employee's job performance.

33.2 The City of Bridgeport also recognizes that almost any human problem can be successfully treated provided it is identified in its early stages, and referral is made to an appropriate modality of care. This applies whether the problem be one of physical illness, mental or emotional illness, finances, marital or family distress, alcoholism, drug abuse or legal problems.

33.3 Therefore, the City of Bridgeport believes it is in the interest of the employee, the employee's family and the City to provide an employee service which deals with such persistent problems.

33.4 The Employee Assistance Program may establish, and therefore eliminate, and provide its services to all City employees and their immediate family members at no cost to employee or family.

33.5 The decision to seek the assistance of the EAP is left with the employee. An employee may seek assistance on his/her own or may agree to accept assistance at the suggestion of his/her supervisor.

33.6 Employees are assured that their job, future and reputation will not be jeopardized by utilizing this employee service. Strict record confidentiality will be observed at all times. No one other than the EAP counselor and the employee shall have access to the employee's file and/or progress reports, except in cases where this

is waived by agreement.

33.7 Employee problems causing unsatisfactory job performance will continue to be handled in a forthright manner within the established Bargaining Agreement procedures. There is no conflict or contradiction with the prevailing unit procedures.

33.8 To ensure consistency and cooperation, the appropriate union steward will, if the employee consents, become involved when necessary. It should be understood from the outset that this service is a cooperative effort supported by the administration and unions representing City employees.

V. HOLIDAYS AND LEAVES

ARTICLE 34 - HOLIDAYS

34.1 All employees of the City of Bridgeport shall be paid and have the following days off as holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and any holiday officially proclaimed as such by the Mayor of the City.

34.2 If a holiday falls on Sunday, the following Monday shall be considered the holiday. If a holiday falls on a Saturday, the holiday shall be observed the preceding Friday.

34.3 Employees who actually work on a holiday shall be compensated for such work at two (2) times their hourly rates plus holiday pay for such work actually performed on the holiday. Employees who are scheduled off on a holiday shall receive straight time for such holiday off.

34.4 To be eligible for holiday payment, the employee must have worked the full workday before the holiday and the full workday after the holiday, unless excused for reasons acceptable to the City, for example bereavement leave, personal illness, or illness on a holiday, provided the absence is accompanied by a medical certificate, acceptable to the Director of Labor Relations or his/her designee.

34.5 Employees who work a seven (7) day, twenty-four (24) hour operation will be paid for holidays on the actual day of the holiday.

ARTICLE 35 - VACATIONS

35.1 Vacations of employees covered by this contract shall be in accordance with the ordinances of the City of Bridgeport which are now in effect and which provide for such vacations, including pro-rated vacations for all part-time employees covered by this Agreement.

35.2 Subject to the provisions of Article 14, Section 14.3, employees with continuous municipal service of less than one (1) year shall receive one (1) day of vacation with pay for each month of such continuous service but not to exceed one (1) calendar week in the Contract Year such service is rendered. In each Contract year, any employee with one (1) or more years of such service shall receive two (2) weeks vacation with pay. In each Contract Year, any employee with five (5) or more years of continuous service but less than ten (10) years of such service, shall receive three (3) weeks of vacation with pay. In each Contract Year, any employee with ten (10) or more years of continuous Municipal Service shall receive four (4) weeks of vacation pay. In each Contract Year, any employee with twenty (20) or more years of continuous Municipal Service shall receive five (5) weeks of vacation with pay.

35.3a. Employees with one week vacation are not eligible for either the option of carryover or payout as set forth below.

b. Employees with two (2) weeks vacation may exercise the option of carrying over only one (1) week of unused vacation time from one contract year/vacation year to the next contract year/vacation year but are not eligible for the option of payout for unused vacation time.

c. Employees with three (3) weeks or more vacation in addition to the carryover option set forth in (b) above, may elect to work one vacation week at their regular weekly compensation and to receive, in addition, vacation pay for that week worked. Any employee eligible for both carryover and payout options may elect to take one or both options in any contract year/vacation year. Each employee must take at least one (1) week actual vacation.

Employees who have not carried over from the prior year who elect the payout option will be paid in accordance with the current contract year/vacation year salary. An employee who has carried over a week from the prior year and then elects the payout option shall be paid at a rate equal to such employee's salary at the end of the prior vacation year. All payout shall be paid to the employee at the end of the vacation year in which the election is made.

35.4 All TCO's eligible for one or more weeks of vacation must take one vacation week as a unit. A unit shall consist for four (4) days.

35.5 If a holiday falls during an employee's vacation, such employee will not be charged a vacation day on the day of the holiday.

ARTICLE 36 - SICK LEAVE

36.1 For employees hired on or before June 30, 1992, sick leave shall be earned by each employee of the bargaining unit, at the rate of one and one-quarter working days

for each calendar month of service, the total of which shall not exceed fifteen (15) days in the first twelve (12) months.

36.2 All unused sick leave of any employee during continuous employment shall be accumulated without limitations. Sick leave shall continue to accumulate during leave of absence with pay and during the time an employee is on authorized sick leave or vacation time.

36.3 A medical certificate, acceptable to the appointing authority, may be required for any absence consisting of four (4) or more consecutive working days.

36.4a) Upon Retirement, an employee shall be credited for the period of time corresponding to the amount of sick leave accumulated. The above stated credit shall be paid on a lump sum basis of eight-five per cent (85%).

b) Upon the death of the employee, the amount of sick leave credited to the employee shall be payable to his/her spouse, and/or children, or estate.

36.5 For employees hired after June 30, 1992, sick leave shall be earned at the rate of ten (10) days per year. Upon retirement, these employees shall receive a lump sum payout of fifty percent (50%) of accumulation, with a maximum accumulation of two hundred days (200).

36.6 Administration

- a) The City shall be responsible for the administration of these provisions.
- b) The City shall maintain a record for each employee of all sick leave taken and accumulated. These records shall be subject to periodic reports to be submitted to him/her.
- c) During the effective period of this Agreement, a satisfactory method of informing individual employees of accumulated sick leave shall be established. Such procedure shall include either of the following:
 1. A record of an employee's accumulated sick leave shall be submitted to him/her upon request at least once annually.
 2. A record of an employee's accumulated sick leave shall be indicated on the employee's wage stub at established periodic intervals to be determined by the City but not less than once annually.

ARTICLE 37 - PERSONAL LEAVE

Up to three (3) days personal leave with pay shall be granted to any employee on request for personal business in any contract year provided twenty-four (24) hours notice is given, except in an emergency. Such request will not be unreasonably denied. At the end of the contract year, personal days which are unused, will be credited to the employee's sick leave account.

ARTICLE 38 - BEREAVEMENT LEAVE

38.1 Each employee shall be granted leave with pay in the event of a death in her/his immediate family. Such leave shall start on the day of death or the following day at the employee's option, and continue through and include the day of burial, except that in no event shall such leave be more than three (3) days, commencing on the day of death. For purposes of this Article, the term "immediate family" shall mean and include the following: Mother, father, mother-in-law, father-in-law, sister, brother, spouse, child, grandparent, grandchildren, step-parents, step-brothers and step-sisters. Any other bereavement leave, or any extension of the above leave shall be charged to the employee's sick leave account.

38.2 Employees shall be granted one day leave with pay for the death of any aunt, uncle, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

ARTICLE 39 - LEAVE OF ABSENCE

39.1 A department head, with the approval of the Director of Labor Relations, may grant an employee a leave of absence without pay for a period not to exceed one year, except that a six (6) month hardship extension may be granted with the approval of the Director of Labor Relations. No leave without pay shall be granted except upon written request of the employee. Whenever granted, such leave shall be approved in writing and signed by the Department head and the Director of Labor Relations.

Upon expiration of a regularly approved leave without pay, the employee shall return to work in the position held at the time leave was granted if the position is funded; provided that if the position no longer exists or is not funded, the returning employee is to be placed in a position which he/she has demonstrated that he/she can perform effectively while in City service and to which his/her seniority entitled him/her. Failure on the part of an employee on leave to report promptly at its expiration, without good cause, shall be considered as a resignation.

39.2 The City is not required to fill any vacancy created by such leave but any employee acting or appointed as a provisional to fill a bargaining unit position so created shall be subject to deduction of union dues as outlined in Article 2.

ARTICLE 40 - CATASTROPHIC DISABILITY LEAVE

Intent – The intent of this article is to allow an employee who becomes disabled and unable to work due to a catastrophic medical illness or condition, the opportunity to continue their healthcare insurance for up to one (1) year.

40.1 Any employee who becomes medically disabled due to a catastrophic illness and is unable to perform their normally assigned duties may apply for medical leave by submitting a written statement from their physician indicating their present physical condition, the nature of the medical disability, the limitations to which that disability imposes upon their ability to continue with their normally assigned duties, and the probable duration of the disability.

40.2 Any employee so medically disabled within the meaning of this article shall be allowed to continue their City provided healthcare insurance at the same level that existed when they became disabled provided they continue paying their required premium cost share (PCS) contributions for said healthcare insurance.

40.3 Any employee medically disabled as a result of a catastrophic illness and uses sick leave to the extent accrued shall be entitled to receive all compensation which has been accrued under the various provisions of this agreement, and, upon returning to work, shall receive full credit for accumulated seniority, retirement, fringe benefits, and other service credits.

40.4 Any employee disabled as a result of a catastrophic illness or medical complications related to the catastrophic illness must return to their position when they are physically able to perform their duties without restrictions. The City may require medical proof of any disability which it considers unduly long in duration.

40.5 The maximum duration for leave under this article shall be one (1) year from the first date of said leave.

ARTICLE 41 - WORKER'S COMPENSATION

41.1 In the event that an employee is required to be absent from work due to a job-related accident, and as a result thereof, has been determined to be entitled to compensatory Worker's Compensation payments pursuant to the State Statute, such employees shall be paid the difference between eighty percent (80%) of that employee's regular straight-time earnings and the amount of the weekly Worker's Compensation pay for each of the third (3rd) to the twelfth (12th) weeks during which the employee is thus required to be absent from work. This provision shall not apply to back weakness or back soreness cases and no differential payment shall be made in any such case.

41.2 Absence from work required by virtue of a job-related accident determined to be compensable under the Worker's Compensation Statute shall not reduce the sick

leave allowance of the employee which has been accumulated pursuant to Section 2 of Article 36, Sick Leave, of this Agreement.

41.3 Subject to the limitations provided in Section 39.1 of Article 39, and Article 40, workers compensation leave shall be granted until such time as the employee reaches maximum medical improvement.

41.4 Each employee so injured or disabled must choose from the list of approved health care providers on the City of Bridgeport Workers Compensation Managed Care Plan as it may be modified from time to time by the Plan Administrator with the approval of the Chairman of the Worker's Compensation Commission.

ARTICLE 42 - JURY DUTY

42.1 For each of its employees who is summoned to serve on a jury in the Superior Court or United States District Court (in the absence of solicitation by the employee to be listed as a prospective juror) and is required to serve on said jury, the City will reimburse such employees for the difference in the compensation received from the Court and the pay which said employee would have received had the employee worked those hours that the City would have scheduled for the employee's services during the same time period subject to the following provisions: Employees shall be eligible for this payment after presentation to the City of a statement by the appropriate Clerk of the Court setting forth the dates on which the employee was actually present in Court pursuant to the jury duty summons and the amount paid by the Court as the result of the performance of such jury duty.

No employee shall be eligible for the City reimbursement provided herein for jury duty more often than once in a fiscal year.

ARTICLE 43 - LEAVE LIMITATION

Notwithstanding any other provisions of this Agreement, no leave shall exceed twelve months in duration.

VI. MISCELLANEOUS

ARTICLE 44 - NON-DISCRIMINATION

44.1 There shall be no discrimination against an employee because of the employee's race, color, sex, age, religion, national origin, marital status, disability, sexual orientation, political or Union affiliations.

44.2 Disputes involving alleged discrimination shall not be arbitrable if the jurisdiction of the Connecticut Human Rights and Opportunities Commission or any federal or state court or agency has been invoked with respect to a claim of discrimination.

ARTICLE 45 - RESIDENCY

45.1 Employees must inform the appropriate personnel office (i.e. Civil Service Commission, Board of Education or Grants Personnel Office) and the department of all changes of resident address within forty-eight (48) hours of such change.

45.2 Any employee residing outside the City of Bridgeport shall not be discriminated against regarding promotions and other conditions of employment because the employee is not a resident of the City of Bridgeport.

ARTICLE 46 - PUBLIC CONTACT

46.1 To foster sound relations between members of the union and the public, it is agreed that the City shall provide name tags to employees who have regular contact with the public and the Union agrees that all employees who have regular contact with the public will endeavor to put a good faith best effort in regularly wearing the name tags in a visible place.

46.2 Further, it is agreed that employees whose duties include answering telephone calls from the public will endeavor to put a good faith best effort in answering the telephone by giving their first name after the greeting.

The parties shall agree in writing which employees are excluded from this provision.

ARTICLE 47 - SAVINGS CLAUSE

If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void or invalid, the validity of the remaining portions of this agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provision herein, shall become inoperative or fail by reason of the invalidity of any other portion or provisions.

ARTICLE 48 - TERMINATION

48.1 The agreed upon items in this Agreement shall be effective as of the date of signing this Agreement following ratification/approval by respective parties and shall remain in full force and effect until the thirtieth (30th) day of June 2022. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no more than one hundred fifty (150) days nor less than one hundred twenty (120) days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the expiration date. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the expiration date.

ARTICLE 49 - GENERAL PROVISIONS

49.1 Whenever a new employee is hired, the City shall within ten (10) days of hire, provide the employee's name, department, job title, date of hire, whether or not he/she

is a grant employee, and address to the Union. In addition, the City shall provide a complete seniority list of all employees of the Bargaining Unit to the Union Treasurer every six (6) months.

49.2 Whenever a new grant employee is being hired, upon request from the union, the City must furnish the following information to the Union:

- a) The number of employees to be hired under the grant;
- b) Type and source of funding, and
- c) Any special terms or conditions of employment.

The Union shall have access to the Grant documents upon request.

49.3 Volunteers may be utilized at the Library to supplement and assist but shall not perform bargaining unit work.


49.4 Any employee required to use their own vehicle in the performance of their job duties shall receive a mileage reimbursement at the IRS mileage rate subject to documentation in accordance with City Police.

49.5 Assistant Animal Control Officers – The City shall provide and pay for advanced rabies immunization shots for all active Assistant Animal Control Officers and upon hiring for all new Assistant Animal Control Officers. Such shots are to be distinguished from the normal rabies treatment that would occur when a possible exposure arises.

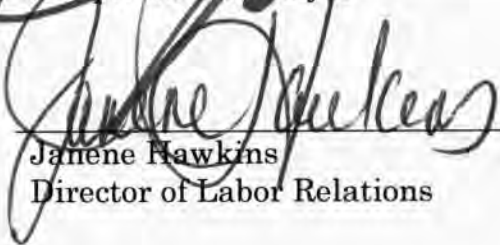
IN WITNESS WHEREOF, the parties have caused their names to

be signed this 23rd day of October 2019.

FOR THE CITY



Joseph Ganim, Mayor

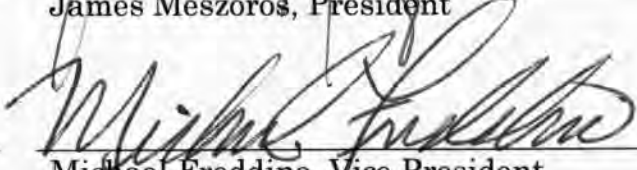


Janene Hawkins
Director of Labor Relations

FOR THE UNION



James Meszoros, President



Michael Freddino, Vice President

APPENDIX A - CITY HALL HOURS

ALL CITY EMPLOYEES SUBJECT TO CITY HALL HOURS

The City of Bridgeport and NAGE, Local RI-200 hereby agree as follows:

1. City Hall hours will be from 9:00 a.m. to 5:00 p.m. except as provided below and will include, inter alia, the following:

- a. One-hour lunch period. Employees subject to City Hall hours will conclude their work day at 5:00 in the afternoon, except that, by arrangements in each department on an equitable and rotating basis, some employees shall be required to work earlier or later, but no more than two (2) hours either way at the direction of each department head, where reasonable and necessary, for the convenience of the public. When so required to work, the employee affected will be given a later starting time, earlier quitting time or other mutually acceptable adjustment within a particular month, in order to provide uniformity of hours worked.
- b. Departments, including the Board of Education, which now start the work day prior to 9:00 a.m., shall continue such starting times, but the hours of work of such employee affected thereby, shall be correspondingly reduced at the end of the work day so that such employees will not be required to work more than 35 hours per week. Existing practices not inconsistent with the terms of this stipulation shall be continued.

APPENDIX B - ATTENDANCE POLICY

CITY OF BRIDGEPORT

Subject:	Approval:	Approval:	Effective:
ATTENDANCE	Dennis C. Murphy CAO	Joseph P. Ganim Mayor	April 1, 2000 Number: 02-2000 Page: 1 of 7

PURPOSE

This policy establishes attendance guidelines and procedures, and describes the responsibility of the employee and supervisor in maintaining an effective attendance program.

SCOPE

This policy applies to all City of Bridgeport employees in all locations, with the exception of uniformed personnel in the Police and Fire Departments.

POLICY

The City of Bridgeport municipal departments provide a wide range of services to residents, business owners and others. In order to provide quality and timely services, each department must be fully staffed each day. Absenteeism detracts from the City's ability to meet quality service standards and causes a difficult burden for those employees who must assume the duties of absent employees.

Sick time benefits are provided as income protection when illness prevents the employee from reporting to work. It should not be considered as authorized "time off" and attempts to "use up" sick time are strongly discouraged. Our bargaining agreements generally allow for sick leave accumulation and include sick leave "pay-out" provisions. The City's commitment to continued sick leave benefits for income protection purposes is not inconsistent with our commitment to an effective attendance policy.

Excessive employee absenteeism is unacceptable and will be addressed by supervisors and the Office of Labor Relations in accordance with the standards described below.

Employee Responsibilities

Each employee is expected to:

- Employees are expected to maintain a good attendance record.
- Each employee is expected to give advance notification of absences due to illness, and provide the reason for the absence. The employee must give notification by phone, personally and directly, to the supervisor. If an extreme situation arises and the employee is unable to call prior to the scheduled work time, notification must be given to the Supervisor within half-hour after the scheduled start time.
¹ If the employee fails to do so, the employee's absence is considered unauthorized. After three consecutive days without notice, the employee will be considered to have resigned from employment, unless otherwise provided for under the employee's collective bargaining agreement.

Supervisor Responsibilities

Each Supervisor is responsible for monitoring and enforcing this policy. While it is the employee's responsibility to correct the attendance problems and prevent absenteeism, the supervisor should emphasize the following:

- Communicate the City's policy of requiring good attendance to all unit employees.
- Each Department Head or his/her designee shall be responsible for forwarding a monthly report to the CAO and Director of Labor Relations indicating each employee whose attendance merits disciplinary action under this policy and each disciplinary action taken for such employee.
- Employees should personally call their supervisor directly if illness will prevent them from reporting to work. The supervisor must advise the employee that they are to maintain contact for any period of absence beyond one day, unless the employee has provided a doctor's certification covering a specified period.
- Determine when the employee expects to return to work.
- Insure that all absences are accurately and properly recorded on weekly time sheets and on the unit attendance log.
- It is the supervisor's responsibility to consistently enforce this policy by monitoring the employee's attendance records on a monthly basis.
- The attendance records of each employee should be considered individually with reference made to the following types of attendance problems:
- **Frequency of Absence:** Frequent short-term absences often indicate basic poor attendance habits.
- **Pattern of Absence:** Unscheduled absences that reflect a pattern of Monday or Friday absences, or absences on the day before or after a holiday or long week-

¹ The collective bargaining agreement for members of the American Federation of State, County and Municipal Employees, Local 1522 (AFSCME 1522) requires its members to call in one hour prior to the start of his/her shift.

end, or other pattern related to operational conditions (e.g. weather, workload, etc.)

- **Cause of Absence:** The nature of frequent absences are unrelated and may reflect a poor attendance record.
- Employees should be advised that the City provides a comprehensive benefits plan that should enable the employee to seek treatment for medical problems. The Employee Assistance Program (EAP) may also be used as a potential resource for any underlying issues causing an attendance problem.
- Long-term employees with established records of good attendance may be considered differently than a new employee with a poor record during the initial months of employment. It must be recognized, however, that each absence adversely affects the City's ability to provide quality municipal services. The primary responsibility for maintaining a satisfactory attendance record rests with the employee.
- If a supervisor detects an abuse of sick time by an employee, disciplinary action should be taken as described below. **NOTE: The supervisor should counsel the employee and encourage the employee to avail themselves of the EAP, prior to issuing an oral or written warning. In addition, prior to taking any action beyond counseling or an oral or written warning, the supervisor must consult with the Office of Labor Relations.**
- Supervisors are reminded that the use of vacation and personal days must be consistent with the operational needs of the department but must not be so restricted so as to unreasonably deny their use. Sound business judgment is expected to be used in dealing with employee's use of vacation and personal days.

When a matter of interpretation arises, the supervisor shall contact the Director of Labor Relations, or his designee, so as to assure the proper application of these standards.

ATTENDANCE STANDARDS & PROCEDURES

Definitions:

Absence

An "absence" is defined as any unscheduled absence from work during scheduled working hours (including failing to report for scheduled or unscheduled overtime) or failure to remain at work as scheduled. The use of the term scheduled is significant to this definition because it automatically excludes vacation, personal leave or other forms of approved and scheduled time off. An unscheduled consecutive absence in excess of one day, shall be considered as only one absence against the employee, regardless of its length. (Example: An employee is absent for four consecutive days

with the flu. This is treated as one absence for purposes of this policy) An absence excludes any work related injury, or a reoccurrence of such an injury, approved by the City's Worker's Compensation Administrator.

Chronic Illness

An illness requiring periodic visits or treatment by a physician that continues over an extended period of time and which causes an episodic rather than a continuous period of incapacity.

Disciplinary Procedures²

In order to translate attendance standards into an effective working personnel policy, the City has adopted the following standards and procedures. It must be noted that four (4) or more absences in the initial probationary period of employment should be considered as failure to satisfy the probationary period of employment.

- **Corrective counseling** is warranted when an employee has:

Six (6) absences within any twelve (12) month period*

The supervisor should counsel the employee prior to issuing an oral warning. The supervisor shall discuss with the employee contributing problems and possible corrective measures. An EAP referral should be made, if appropriate. The supervisor should also advise the employee that an additional absence could result in an oral warning.

- **Oral warning** is warranted when an employee has:

Seven (7) absences within any twelve (12) month period*

The oral warning must be documented by a written memorandum to the employee from the supervisor. In determining whether to issue an oral warning, the supervisor may consider the number of absences, any pattern of absences, the employee's past record and any other extenuating circumstances. Regardless of the circumstances, however, the supervisor must issue an oral warning when the

² The disciplinary procedures provided herein represents the City's position with respect to just cause discipline under any applicable collective bargaining agreements. The City recognizes that a union may seek to contest such interpretation under the applicable grievance provisions.

* This is a continuously rolling twelve month period.

number of absences exceeds these guidelines by one (1) for this category, and continue with discipline in accordance with this policy for all future absences.

The supervisor should advise the employee that an additional absence could result in a written warning.

- **Written warning** is warranted when an employee has:

Eight (8) absences within any twelve (12) month period*

The supervisor may consult with the Office of Labor Relations, prior to issuing the written warning. In determining whether to issue a written warning, the supervisor may consider the number of absences, any pattern of absences, the employee's past records and any other extenuating circumstances. Regardless of the circumstances, however, the supervisor must issue a written warning when the number of absences exceeds these guidelines by one (1) for this category, and continue with discipline in accordance with this policy for all future absences.

The supervisor should advise the employee that an additional absence will result in a five day suspension without pay.

- **A five (5) day suspension without pay** is warranted when an employee has reached:

Nine (9) absences within any twelve (12) month period*

The supervisor must consult with the Office of Labor Relations, prior to issuing a five (5) day suspension without pay. The supervisor must advise the employee that termination will be warranted following one (1) additional absence, regardless of the circumstances.

- **Termination** is warranted when an employee has reached:

Ten (10) absences within any 12 month period*

The supervisor must consult with the Office of Labor Relations prior to terminating an employee.

Physician's Documentation

* This is a continuously rolling twelve month period.

Unless otherwise provided under an applicable collective bargaining agreement, any employee who incurs more than three (3) absences in a six (6) month period**, or who incurs more than five (5) absences in a twelve (12) month period**, will be required to obtain a physician's statement, acceptable to the Director of Labor Relations, upon the employee's return to work. Failure to provide this statement shall result in no pay for the absence, and other corrective action, if appropriate. Evidence of admission to a hospital may be provided in lieu of a physician's statement. The physician's statement should document the reason for the absence.

A doctor's statement(s) and any other medical records for an employee shall be maintained in the employee's medical file. The information in this file shall be maintained as confidential unless disclosure is necessary for the health and/or safety of other personnel (such as issues of dangerous contagious disease) or for purposes of disciplinary or any other action taken pursuant to this policy.

If an employee attempts to return to work after being absent for a "health related" reason and can document with a physician's statement, acceptable to the Director of Labor Relations, that a second absence (within 2 days of a previous absence) is the result of a single medical condition, the second absence will be considered as a single absence.

Chronic Illness

An absence attributable to a chronic illness will be a factor considered when imposing discipline pursuant to this policy, if the employee suffering from such an illness can provide documentation from a treating physician reflecting that the absence was a direct result of said illness. The physician's documentation must reflect that the illness is chronic (as defined above) and severe enough to prevent the employee from performing his/her duties. However, the absence may be counted against the employee if the employee's attendance record reflects a "pattern of absences" as described in this policy. **Prior to imposing discipline pursuant to this policy for absences that may be caused by a chronic illness, the supervisor must consult with the Office of Labor Relations.**

Annual Physical Examination

An employee's use of sick time (1/2 sick day) to attend an annual physical examination will not be considered against the employee for purposes of imposing discipline pursuant to this policy. The employee's supervisor must be given prior notice of not less than two (2) business days of such examination and adequate

** This is a continuously rolling six and twelve month period.

documentation if requested. However, employee should use their accumulated personal or vacation days to attend any other medical and/or dental appointments during regularly scheduled work hours.

Absence to Care for Sick Child

The City understands that it may be necessary for employees to be absent from work to care for a sick child. Therefore, an employee's use of a sick day to care for a sick child may not be considered against the employee for purposes of imposing discipline, if the employee can demonstrate that they are the child's primary care giver, the use of a sick day was necessary to care for the ill child, and the child's illness is documented by a physician's statement. However, the sick day may be considered against the employee if the employee's attendance record reflects a "pattern of absences" as described in this policy, or if the number of sick days used to care for a sick child exceeds three in any rolling twelve month period.

Family and Medical Leave / Maternity Leave

Any sick time taken by an employee on an approved family and medical leave, or an approved maternity leave, shall not be considered when imposing discipline pursuant to this policy.

American With Disabilities Act

The American with Disabilities Act (ADA) prohibits employers from discriminating against "qualified" individuals with disabilities. The City is committed to ensuring non-discrimination in all terms and conditions of employment. Prior to imposing any discipline, beyond an oral or written warning, supervisors must consult with the Office of Labor Relations or the ADA Coordinator to ensure compliance with this Act. Employees may contact the City's ADA Coordinator with any questions concerning the ADA.

Good Attendance

An employee with "good attendance" is one with fewer than four (4) absences within a twelve (12) month period. An employee's attendance record shall be considered

when evaluating an employee's job performance, and in determining eligibility for promotions.

Employee Records

Documentation of any action taken pursuant to the policy and procedures established herein, shall be returned to the employee's personnel file, unless and until, removal is required under any applicable collective bargaining agreement.

*The rolling base period for calculation of the number of absences shall commence on April 1, 2000.*³

Any questions concerning this Policy shall be directed to the Office of Labor Relations.

³ For members of Local 1522 AFSCME Council #4 this policy will be a continuation of the one effective 1/1/99, and the effective date with respect to such employees for purposes of this provision will continue to be 1/1/99.



CONNECTICUT PARTNERSHIP PLAN



A Great Opportunity for Very Valuable Healthcare Coverage

Welcome to the Connecticut (CT) Partnership Plan—a low-/no-deductible Point of Service (POS) plan now available to you (and your eligible dependents up to age 26) and other non-state public employees who work for municipalities, boards of education, quasi-public agencies, and public libraries.

The CT Partnership Plan is the same POS plan currently offered to State of Connecticut employees. You get the same great healthcare benefits that state employees get, including \$15 in-network office visits (average actual cost in CT: \$150*), free preventive care, and \$5 or \$10 generic drug copays for your maintenance drugs. You can see any provider (e.g., doctors, hospitals, other medical facilities) you want—in- or out-of network. But, when you see in-network providers, you pay less. That's because they contract with UnitedHealthcare/Oxford—the plan's administrator—to charge lower rates for their services. You have access to Oxford's Freedom Select Network in Connecticut, New Jersey, and parts of New York, and United's Choice Plus Network for seamless national access!

When you join the CT Partnership Plan, the state's Health Enhancement Program (HEP) is included. HEP encourages you to get preventive care screenings, routine wellness visits, and chronic disease education and counseling. When you remain compliant with the specific HEP requirements on page 5, you get to keep the financial incentives of the HEP program!

Look inside for a summary of medical benefits, and visit www.osc.ct.gov/CTpartner to find out if your doctor, hospital or other medical provider is in UnitedHealthcare/Oxford's network. Information about the dental plan offered where you work, and the amount you'll pay for healthcare and dental coverage, will be provided by your employer.

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Preventive Care (including adult and well-child exams and immunizations, routine gynecologist visits, mammograms, colonoscopy)	\$0	20% of allowable UCR* charges
Annual Deductible (amount you pay before the Plan starts paying benefits)	Individual: \$350 Family: \$350 per member (\$1,400 maximum) <i>Waived for HEP-compliant members</i>	Individual: \$300 Family: \$900
Coinsurance (the percentage of a covered expense you pay <i>after</i> you meet the Plan's annual deductible)	Not applicable	20% of allowable UCR* charges
Annual Out-of-Pocket Maximum (amount you pay before the Plan pays 100% of allowable/UCR* charges)	Individual: \$2,000 Family: 4,000	Individual: \$2,300 (includes deductible) Family: \$4,900 (includes deductible)
Primary Care Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Specialist Office Visits	\$15 copay (\$0 copay for Preferred Providers)	20% of allowable UCR* charges
Urgent Care & Walk-In Center Visits	\$15 copay	20% of allowable UCR* charges
Acupuncture (20 visits per year)	\$15 copay	20% of allowable UCR* charges
Chiropractic Care	\$0 copay	20% of allowable UCR* charges
Diagnostic Labs and X-Rays ¹ ** High Cost Testing (MRI, CAT, etc.)	\$0 copay (your doctor will need to get prior authorization for high-cost testing)	20% of allowable UCR* charges (you will need to get prior authorization for high-cost testing)
Durable Medical Equipment	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)

¹ IN NETWORK: Within your carrier's immediate service area, no co-pay for preferred facility. 20% cost share at non-preferred facility.
Outside your carrier's immediate service area: no co-pay.

² OUT OF NETWORK: Within your carrier's immediate service area, deductible plus 40% coinsurance.
Outside of carrier's immediate service area: deductible plus 20% coinsurance.

BENEFIT FEATURE	IN-NETWORK	OUT-OF-NETWORK
Emergency Room Care	\$250 copay (waived if admitted)	\$250 copay (waived if admitted)
Eye Exam (one per year)	\$15 copay	50% of allowable UCR* charges
**Infertility (based on medical necessity)		
Office Visit	\$15 copay	20% of allowable UCR* charges
Outpatient or Inpatient Hospital Care	\$0	20% of allowable UCR* charges
**Inpatient Hospital Stay	\$0	20% of allowable UCR* charges
Mental Healthcare/Substance Abuse Treatment		
**Inpatient	\$0	20% of allowable UCR* charges (you may need to get prior authorization)
Outpatient	\$15 copay	20% of allowable UCR* charges
Nutritional Counseling (Maximum of 3 visits per Covered Person per Calendar Year)	\$0	20% of allowable UCR* charges
**Outpatient Surgery	\$0	20% of allowable UCR* charges
**Physical/Occupational Therapy	\$0	20% of allowable UCR* charges, up to 60 inpatient days and 30 outpatient days per condition per year
Foot Orthotics	\$0 (your doctor may need to get prior authorization)	20% of allowable UCR* charges (you may need to get prior authorization)
Speech therapy: Covered for treatment resulting from autism, stroke, tumor removal, injury or congenital anomalies of the oropharynx	\$0	Deductible plus Coinsurance (30 visits per Calendar Year)
Medically necessary treatment resulting from other causes is subject to Prior Authorization	\$0 (30 visits per Covered Person per Calendar Year)	Deductible plus Coinsurance (30 visits per Calendar Year)

Usual, Customary and Reasonable. You pay 20% coinsurance based on UCR, plus you pay 100% of amount provider bills you over UCR.

* Prior authorization required: If you use in-network providers, your provider is responsible for obtaining prior authorization from UnitedHealthcare/Oxford. If you use out-of-network providers, you are responsible for obtaining prior authorization from UnitedHealthcare/Oxford.

We are dedicated to helping people live healthier lives. *This is our mission and we take it seriously. By making healthier decisions, you can live a healthier life. It's that simple. Our programs and network can help you do just that.*

Our Network

We have a robust local and national network. Nationally and in the tri-state area, we have a large number of doctors, health care professionals and hospitals. For years, our members have accessed our Connecticut, New York and New Jersey tri-state network. Whichever plan you choose, you'll have seamless access to our UnitedHealthcare Choice Plus Network of physicians and health care professionals outside of the tri-state area. This gives State of Connecticut employees, retirees and their families better access to care whether you are in Connecticut, traveling outside the tri-state area, or living somewhere else in the country.

Just giving you a list of doctors is not very helpful. The UnitedHealth Premium® designation program recognizes doctors who meet standards for quality and cost-efficiency. We use evidence-based medicine and national industry guidelines to evaluate quality and the cost-efficiency standards are based on local market benchmarks for the efficient use of resources in providing care. The 2016 UnitedHealth Premium program covers 27 specialty areas of medicine, including two new specialties (Ear, Nose and Throat, and Gastroenterology).

For more information about our network and the Premium designation program or to search for physicians participating in our local network and the national UnitedHealthcare Choice Plus Network, please visit partnershipstateofct.welcometouhc.com,

For information on these discounts and special offers, please visit partnershipstateofct.welcometouhc.com



Oxford On-Call®

Healthcare Guidance 24 hours a day

We realize that questions about your health can come up at any time. That's why we offer you flexible choices in health care guidance through our *Oxford On-Call* program. Speak with a registered nurse who can offer suggestions and guide you to the most appropriate source of care, 24 hours a day, seven days a week. That's the idea behind *Oxford On-Call*.

If you are a member and you need to reach *Oxford On-Call*, please call 800-201-4911. Press option 4. *Oxford On-Call* can give you helpful information on general health information, deciding where to go for care, choosing self-care measures or guidance for difficult decisions.

Custom Website

We created this website for State of Connecticut employees and retirees to provide the tools and information to help you make informed health care decisions.

Visit partnershipstateofct.welcometouhc.com to search for a doctor or hospital, or learn about your health plans. You also can get Health Enhancement Program information at cthep.com, or by phone at 877-687-1448.

Value-added programs such as wellness programs and discounts offered by the plan are not negotiated benefits and are subject to change at any time at the discretion of the plan.

PRESCRIPTION DRUGS	Maintenance* (31-to-90-day supply)	Non-Maintenance (up to 30-day supply)	HEP Chronic Conditions
Generic (preferred/non-preferred)**	\$5/\$10	\$5/\$10	\$0
Preferred/Listed Brand Name Drugs	\$25	\$25	\$5
Non-Preferred/Non-Listed Brand Name Drugs	\$40	\$40	\$12.50
Annual Out-of-Pocket Maximum	\$4,600 Individual/\$9,200 Family		

+ Initial 30-day supply at retail pharmacy is permitted. Thereafter, 90-day supply is required—through mail-order or at a retail pharmacy participating in the State of Connecticut Maintenance Drug Network.

++ Prescriptions are filled automatically with a generic drug if one is available, unless the prescribing physician submits a Coverage Exception Request attesting that the brand name drug is medically necessary.

Preferred and Non-Preferred Brand-Name Drugs

A drug’s tier placement is determined by Caremark’s Pharmacy and Therapeutics Committee, which reviews tier placement each quarter. If new generics have become available, new clinical studies have been released, new brand-name drugs have become available, etc., the Pharmacy and Therapeutics Committee may change the tier placement of a drug.

If your doctor believes a non-preferred brand-name drug is medically necessary for you, they will need to complete the Coverage Exception Request form (available at

www.osc.ct.gov/ctpartner) and fax it to Caremark. If approved, you will pay the preferred brand co-pay amount.

If You Choose a Brand Name When a Generic Is Available

Prescriptions will be automatically filled with a generic drug if one is available, unless your doctor completes Caremark’s Coverage Exception Request form and it is approved. (It is not enough for your doctor to note “dispense as written” on your prescription; a separate

form is required.) If you request a brand-name drug over a generic alternative without obtaining a coverage exception, you will pay the generic drug co-pay PLUS the difference in cost between the brand and generic drug.

Mandatory 90-day Supply for Maintenance Medications

If you or your family member takes a maintenance medication, you are required to get your maintenance prescriptions as 90-day fills. You will be able to get your first 30-day fill of that medication at any participating pharmacy. After that your two choices are:

- Receive your medication through the Caremark mail-order pharmacy, or
- Fill your medication at a pharmacy that participates in the State’s Maintenance Drug Network (see the list of participating pharmacies on the Comptroller’s website at www.osc.ct.gov).

The Health Enhancement Program (HEP) is a component of the medical plan and has several important benefits. First, it helps you and your family work with your medical providers to get and stay healthy. Second, it saves you money on your healthcare. Third, it will save money for the Partnership Plan long term by focusing healthcare dollars on prevention.

Health Enhancement Program Requirements

You and your enrolled family members must get age-appropriate wellness exams, early diagnosis screenings (such as colorectal cancer screenings, Pap tests, mammograms, and vision exams). Here are the 2018 HEP Requirements:

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years or Annual FIT/FOBT to age 75

*Dental cleanings are required for all members who are participating in the Partnership Plan as recommended by your physician



The Health Enhancement Program features an easy-to-use website to keep you up to date on your requirements.

Additional Requirements for Those With Certain Conditions

If you or any enrolled family member has 1) Diabetes (Type 1 or 2), 2) asthma or COPD, 3) heart disease/heart failure, 4) hyperlipidemia (high cholesterol), or 5) hypertension (high blood pressure), you and/or that family member will be required to participate in a disease education and counseling program for that particular condition. You will receive free office visits and reduced pharmacy copays for treatments related to your condition.

These particular conditions are targeted because they account for a large part of our total healthcare costs and have been shown to respond particularly well to education and counseling programs. By participating in these programs, affected employees and family members will be given additional resources to improve their health.

If You Do Not Comply with the requirements of HEP

If you or any enrolled dependent becomes non-compliant in HEP, your premiums will be \$100 per month higher and you will have an annual \$350 per individual (\$1,400 per family) in-network medical deductible.

Care Management Solutions, an affiliate of ConnectiCare, is the administrator for the Health Enhancement Program (HEP). The HEP participant portal features tips and tools to help you manage your health and your HEP requirements. You can visit www.cthep.com to:

- View HEP preventive and chronic requirements and download HEP forms
- Check your HEP preventive and chronic compliance status
- Complete your chronic condition education and counseling compliance requirement
- Access a library of health information and articles
- Set and track personal health goals
- Exchange messages with HEP Nurse Case Managers and professionals

You can also call Care Management Solutions to speak with a representative.

Care Management Solutions

(877) 687-1448 Monday – Thursday, 8:00 a.m. – 6:00 p.m. Friday, 8:00 a.m. – 5:00 p.m.

Office of the State Comptroller, Healthcare Policy & Benefit Services Division

| www.osc.ct.gov/ctpartner
860-702-3560

UnitedHealthcare Oxford

| <http://partnershipstateofct.welcometouhc.com>
Prior to Effective Date: **1-800-760-4566**
After Effective Date: **1-800-385-9055**

Caremark (Prescription drug benefits)

| www.caremark.com
1-800-318-2572

*Health Enhancement Program (HEP) Care Management Solutions
(an affiliate of ConnectiCare)*

| www.cthep.com
1-877-687-1448

For details about specific plan benefits and network providers, contact the insurance carrier. If you have questions about eligibility, enrolling in the plans or payroll deductions, contact your Payroll/Human Resources office.

HEALTH ENHANCEMENT PROGRAM (HEP)

BY THE STATE OF CONNECTICUT AND CARE MANAGEMENT SOLUTIONS -- A CONNECTICARE AFFILIATE

Welcome to the State of Connecticut Health Enhancement Program (HEP)

For Partnership Plans

Care Management Solutions Inc. (CMSI) administers HEP for the State of Connecticut employees and municipalities that join the Partnership. HEP is designed to positively impact the overall health of its participants, and has two components – Preventive Requirements and Chronic Condition Education and Counseling.

Preventive Requirements

Each enrolled participant must complete age/gender appropriate preventive exams and screenings – see grid on reverse side.

Chronic Condition Education and Counseling

The HEP program requires participants who have been identified with the following –

- Diabetes (Type 1 or 2)
- Asthma or COPD
- Heart disease/Heart Failure
- Hyperlipidemia
- Hypertension

to read certain educational materials as well as participate in Care Management with a CMSI Registered Nurse if one should call you.

Why Stay in HEP?

Along with staying healthy, Partnership employees and their dependents who are enrolled in the program receive a number of financial benefits by remaining compliant with the program.

- Lower premium payments – Non-HEP employees pay an additional \$100.00 per month in premium
- Lower out of pocket expenses – Non-HEP employees pay annual \$350 individual (\$1,400 family) in-network medical deductible
- Office Visit copays are waived for visits related to the above chronic conditions
- Lower to \$0 copays for medications used to treat any of the above chronic conditions

What You Need to Do

The program year is measured on a calendar year basis with the look back period being the end of the year. As a new Partnership plan you will not need to meet the requirements until 12/31/2019.

Claims are received by CMSI on a weekly basis from your medical and dental carriers which are used to capture compliance. If you have had a service completed prior to insurance coverage under the Partnership Plan that would satisfy one of your requirements, you may need to have a Physician Notification Form (PNF) completed.

You will have access to a website (CTHEP.com) after your insurance goes into effect that you can use to check your compliance status and complete your chronic requirements if appropriate. You will receive reminder emails to visit the web portal to check your status throughout the year.

In addition to the HEP website, we have a dedicated Customer Service team that can assist you with any of your questions regarding the program. You can contact them at 1.877.687.1448 Monday thru Thursday 8:00 a.m. to 6:00 p.m. and Friday 8:00 a.m. to 5:00 p.m. Address: 175 Scott Swamp Rd, PO Box 4050, Farmington, CT 06034-4050 Fax: 1.855.207.1640. Email: HEPquestions@Connect2YourHealth.com

Office of the State Comptroller Website: www.osc.ct.gov/ctpartner

**CARE
MANAGEMENT
SOLUTIONS**

Please determine your age as of January 1st to locate your appropriate age group preventive screenings.

HEP REQUIREMENTS

PREVENTIVE SCREENINGS	AGE						
	0 - 5	6-17	18-24	25-29	30-39	40-49	50+
Preventive Visit	1 per year	1 every other year	Every 3 years	Every 3 years	Every 3 years	Every 2 years	Every year
Vision Exam	N/A	N/A	Every 7 years	Every 7 years	Every 7 years	Every 4 years	50-64: Every 3 years 65+: Every 2 years
Dental Cleanings*	N/A	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year	At least 1 per year
Cholesterol Screening	N/A	N/A	Every 5 years (20+)	Every 5 years	Every 5 years	Every 5 years	Every 2 years
Breast Cancer Screening (Mammogram)	N/A	N/A	N/A	N/A	1 screening between age 35-39**	As recommended by physician	As recommended by physician
Cervical Cancer Screening (Pap Smear)	N/A	N/A	Every 3 years (21+)	Every 3 years	Every 3 years	Every 3 years	Every 3 years to age 65
Colorectal Cancer Screening	N/A	N/A	N/A	N/A	N/A	N/A	Colonoscopy every 10 years, Annual FIT/FOBT to age 75 or Cologuard screening every 3 years

For those with a chronic condition: The household must meet all preventive and chronic requirements to be compliant.

Your Personal Prescription Benefit Program

CT Partnership Groups

Your prescription benefit plan, administered by CVS Caremark, is designed to bring you quality pharmacy care that will help you save money.

	Acute Medications For short-term medications (Up to a 30-day supply)	Maintenance Medications For long-term medications (Up to a 90-day supply) Mandatory CVS Caremark Mail Service or State of CT Maintenance Drug Network* after initial 30-day fill at retail	Diabetes Maintenance Medications For long-term medications (Up to a 90-day supply)	Health Enhancement Program Only Enrolled participants with Asthma/ COPD, Heart Failure/Heart disease, Hyperlipidemia, or Hypertension qualify for reduced copays on condition-related maintenance medications (Up to a 90-day supply)
Where	Any participating CVS Caremark Retail Network Pharmacy. To locate a CVS Caremark participating retail network pharmacy in your area, simply click on "Find a Pharmacy" at www.caremark.com or call Customer Care toll-free at 1-800-318-2572.	You have the convenience of getting your long-term medications through CVS Caremark Mail Service Pharmacy or dispensed at one of our 9,600 CVS Pharmacy locations as well as a retail pharmacy that participates in the State of CT Maintenance Drug Network. When you use CVS Caremark Mail Service Pharmacy, your medications can be sent directly to your home or office. www.ct.gov/benefits/pharmacy.htm		
Generic Medications Ask your doctor or other prescriber if there is a generic available, as these generally cost less.	\$5 for lower cost generic prescriptions \$10 for higher cost generic prescriptions	\$5 for lower cost generic prescriptions \$10 for higher cost generic prescriptions	\$0 for a generic prescription	\$0 for a generic prescription
Preferred Brand-Name Medications If a generic is not available or appropriate, ask your doctor or healthcare provider to prescribe from your plan's preferred drug list.	\$25 for a preferred brand-name prescription	\$25 for a preferred brand-name prescription	\$0 for a preferred brand-name prescription	\$5 for a preferred brand-name prescription
Non-Preferred Brand-Name Medications You will pay the most for medications not on your plan's preferred drug list.	\$40 for a non-preferred brand-name prescription	\$40 for a non-preferred brand-name prescription	\$0 for a non-preferred brand-name prescription	\$12.50 for a non-preferred brand-name prescription
Maximum Out-of-Pocket	\$4,600 per individual / \$9,200 per family			
Web Services	Go to the State of CT Comptroller's website, www.ct.gov/benefits/pharmacy.htm for drug cost tools, drug lists, forms, etc.			
Customer Care	Contact Customer Care at 1-800-318-2572.			

* State of CT Maintenance Drug Network- All CVS Pharmacies are included in the State of CT Maintenance Drug Network. Other retail participating pharmacies that elect to join are also included.

Any pharmacy interested in joining the State of CT Maintenance Drug Network, log on to www.caremark.com, click on "Pharmacists and Medical Professionals", click on "State of CT Custom Maintenance Drug Network process (PDF)" for more information.

Employment-based or self-insured means the employer or plan sponsor is required to pay for all costs of the plan. It is administered with a PBM, which may have a deduction from your pay for a health plan fee. Other drug costs may be payable by the plan or you.

*Our pharmacy network is for U.S. citizens and permanent residents. Eligibility rules apply. All state laws and regulations apply. Please consult your plan.

CVS/caremark

Frequently Asked Questions

CVS Caremark ID Cards

How do I get a new ID card?

New members will automatically receive 2 ID cards per family in the employee's name. If you have lost your ID card or need additional ID cards, please contact Customer Care at 1-800-318-2572. Become a registered user on www.caremark.com (Member Sign in) and print a copy of your ID card. You may also register and use the CVS Caremark mobile app.

About CVS Caremark Mail Service and the State of CT Maintenance Drug Network

Where can I fill maintenance (long-term) prescriptions?

The choice is yours. You can order up to a 90-day supply of maintenance medications at:

CVS Caremark Mail Service: Register for mail service by phone at 1-800-875-0867 or log onto www.caremark.com/faststart and sign in or register, if necessary. Have your CVS Caremark ID, the names of your medications, your provider's information, and your payment information ready.

CVS Pharmacy: Visit your local CVS Pharmacy. If you are currently using CVS Pharmacy to fill your maintenance medications, you can continue to do so.

State of CT Maintenance Drug Network: If your pharmacy is participating in the State of CT Drug Network, you can utilize the pharmacy to dispense your maintenance medications.

Do I only have to use a CVS Pharmacy?

You can utilize any participating retail pharmacy to fill your acute (short-term) medications. For maintenance medications, you are allowed one 30-day fill only at any participating retail pharmacy. After the first 30-day fill, you must fill your prescription through the CVS Caremark Mail Service, CVS Pharmacy, or other pharmacies participating in the State of CT Maintenance Drug Network. A full list of pharmacies in the network can be found on the State of CT Comptroller's website at www.osc.ct.gov/benefits/pharmacy.htm.

How long does it take for my prescriptions to arrive by mail?

Please allow 7-10 days for delivery from the time the order is placed. You are able to check your refill status online or by calling 1-800-318-2572. **Please note:** mail order packaging accommodates all temperature sensitive drugs.

About the CVS Caremark Preferred Drug List

What is a preferred drug list and where can I get a copy of the updated drug list?

A preferred drug list is a list of preferred prescription medications that have been chosen because of their clinical effectiveness and safety. This list is typically updated every three months. The list promotes the use of preferred brand-name and generic drugs whenever possible. The U.S. Food and Drug Administration (FDA) requires generic drugs to be therapeutically equivalent to a brand-name drug in dosage, strength, route of administration, quality, performance, and intended use. Generally, generic drugs cost less than brand-name drugs.

You can get an updated preferred drug list in a few ways: As a registered user on www.caremark.com (Member Sign in); by contacting Customer Care at 1-800-318-2572; or by visiting the State of CT Comptroller's website at www.osc.ct.gov/benefits/pharmacy.htm.

Am I required to fill a generic medication?

For brand-name drugs with a generic equivalent available, you are responsible for the difference in cost between the generic and brand-name medication plus the copay if you or your provider request the brand-name drug.

For multi-source brand-name drugs, there are some that are formulary and others that are excluded. For formulary multi-source brand-name drugs, there is a coverage exception process based on medical necessity and other circumstances. The form can be located at www.osc.ct.gov/benefits/pharmacy.htm. If approved, the difference in cost will be waived. For multi-source brand-name drugs excluded from the formulary, this form **should not be utilized**. For the Formulary Exception/Prior Authorization Request Form, go to www.caremark.com/portal/asset/Global_Prior_Authorization_Form.pdf.

What is a prior authorization?

Certain medications require prior authorization before they receive coverage under the plan. Some medications are covered with restrictions on the quantity and other medications are excluded from the plan. Members can initiate a prior authorization by having their provider contact CVS Caremark at 1-800-626-3046 or by visiting www.caremark.com, click on "Pharmacists and Medical Professionals", next click on "Prior Authorization", then <http://info.caremark.com/epa>. For the Formulary Exception/Prior Authorization Request Form, go to www.caremark.com/portal/asset/Global_Prior_Authorization_Form.pdf.

What are compound medications and how are they covered?

Compound medications are made by combining, mixing, or altering ingredients, in response to a prescription, to create a customized medication that is not otherwise commercially available. In most cases, these medications will require prior authorization before obtaining coverage under the plan. Your provider can follow the above prior authorization procedure.

4710586-1UM_02_M00P_CUSTOM02017

Cigna Dental Benefit Summary
Employees of City of Bridgeport
Plan Renewal Date: 07/01/2018



Administered by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations.

Cigna Dental PPO				
Network Options	In-Network: Total Cigna DPPO Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge	
Calendar Year Benefits Maximum Applies to: Class I, II & III expenses	\$1,000		\$1,000	
Calendar Year Deductible				
Individual	\$25		\$25	
Family	\$75		\$75	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: Bridges, Crowns and Inlays Repairs: Dentures Denture Relines, Rebases and Adjustments	80% After Deductible	20% After Deductible	80% After Deductible	20% After Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge. The MRC is calculated at the 90th percentile of all provider charges in the geographic area. The dentist may balance bill up to their usual fees.			
Cross Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			
Calendar Year Deductible	This is the amount you must pay before the plan begins to pay for covered charges, when applicable. Benefit-specific deductibles may also apply.			
Carryover Provision	Dental Expenses incurred and applied toward the Individual or Family Deductible during the last 3 months of the calendar year will be applied toward the next year's Deductible.			
Pretreatment Review	Pretreatment review is available on a voluntary basis when dental work in excess of \$200 is proposed.			
Alternate Benefit Provision	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.			

Oral Health Integration Program (OHIP)	Cigna Dental Oral Health Integration Program offers enhanced dental coverage for customers with the following medical conditions: diabetes, heart disease, stroke, maternity, head and neck cancer radiation, organ transplants and chronic kidney disease. There's no additional charge for the program, those who qualify get reimbursed 100% of coinsurance for certain related dental procedures. Eligible customers can also receive guidance on behavioral issues related to oral health and discounts on prescription and non-prescription dental products. Reimbursements under this program are not subject to the annual deductible, but will be applied to and are subject to the plan annual maximum. Discounts on certain prescription and non-prescription dental products are available through Cigna Home Delivery Pharmacy only, and you are required to pay the entire discounted charge. For more information including how to enroll in this program and a complete list of program terms and eligible medical conditions, go to www.mycigna.com or call customer service 24/7 at 1.800.CIGNA24.
Timely Filing	Out of network claims submitted to Cigna after 365 days from date of service will be denied.
Benefit Limitations:	
Missing Tooth Limitation	For teeth missing prior to coverage with Cigna, the amount payable is 50% of the amount otherwise payable until covered for 24 months; thereafter, considered a Class III expense.
Oral Evaluations	2 per calendar year
X-rays (routine)	Bitewings: 2 per calendar year
X-rays (non-routine)	Complete series of radiographic images and panoramic radiographic images: Limited to a combined total of 1 per 36 months
Cleanings	2 per calendar year, including periodontal maintenance procedures following active therapy
Fluoride Application	1 per calendar year for children under age 19
Sealants (per tooth)	Limited to posterior tooth. 1 treatment per tooth every 36 months for children under age 14
Space Maintainers	Limited to non-orthodontic treatment for children under age 19
Inlays, Crowns, Bridges, Dentures and Partial	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Denture and Bridge Repairs	Reviewed if more than once
Denture Relines, Rebases and Adjustments	Covered if more than 6 months after installation
Prosthesis Over Implant	Replacement every 60 months if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth-colored material on molar crowns or bridges.
Benefit Exclusions:	
Covered Expenses will not include, and no payment will be made for the following:	
Procedures and services not included in the list of covered dental expenses;	
Diagnostic: cone beam imaging; Preventive Services: instruction for plaque control, oral hygiene and diet;	
Restorative: veneers of porcelain, ceramic, resin, or acrylic materials on crowns or pontics on or replacing the upper and or lower first, second and/or third molars;	
Periodontics: bite registrations; splinting;	
Prosthetic: precision or semi-precision attachments; initial placement of a complete or partial denture per plan guidelines;	
Implants: implants or implant related services; Orthodontics: orthodontic treatment;	
Procedures, appliances or restorations, except full dentures, whose main purpose is to: change vertical dimension; diagnose or treat conditions or dysfunction of the temporomandibular joint (TMJ); stabilize periodontally involved teeth; or restore occlusion;	
Athletic mouth guards; services performed primarily for cosmetic reasons; personalization; replacement of an appliance per benefit guidelines;	
Services that are deemed to be medical in nature; services and supplies received from a hospital; Drugs: prescription drugs	
Charges in excess of the Maximum Reimbursable Charge.	

This document provides a summary only. It is not a contract. If there are any differences between this summary and the official plan documents, the terms of the official plan documents will prevail.

Cigna Dental PPO plans are insured and/or administered by Cigna Health and Life Insurance Company (CHLIC) or Connecticut General Life Insurance Company (CGLIC), with network management services provided by Cigna Dental Health, Inc. and certain of its subsidiaries. In Texas, the insured dental plan is known as Cigna Dental Choice, and this plan uses the national Cigna DPPO network.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. Policy forms (for insured dental plans) in OK: HP-POL99 (CHLIC), GM6000 ELI288 et al (CGLIC); OR: HP-POL68; TN: HP-POL69/HC-CER2V1 et al (CHLIC). The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.

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Your Vision Benefits Summary

Get the best in eye care and eyewear with CITY OF BRIDGEPORT and VSP® Vision Care.

Using your VSP benefit is easy.

- **Create an account at vsp.com.** Once your plan is effective, review your benefit information.
- **Find an eye care provider who's right for you.** The decision is yours to make—choose a VSP doctor, a participating retail chain, or any out-of-network provider. To find a VSP provider, visit vsp.com or call 800.877.7195.
- **At your appointment, tell them you have VSP.** There's no ID card necessary. If you'd like a card as a reference, you can print one on vsp.com.

That's it! We'll handle the rest—there are no claim forms to complete when you see a VSP provider.

Best Eye Care

You'll get the highest level of care, including a WellVision Exam®—the most comprehensive exam designed to detect eye and health conditions. Plus, when you see a VSP provider, you'll get the most out of your benefit, have lower out-of-pocket costs, and your satisfaction is guaranteed.

Choice in Eyewear

From classic styles to the latest designer frames, you'll find hundreds of options. Choose from featured frame brands like bebe®, Calvin Klein, Cole Haan, Flexon®, Lacoste, Nike, Nine West, and more¹. Visit vsp.com to find a Premier Program location that carries these brands. Prefer to shop online? Check out all of the brands at Eyeconic.com, VSP's online eyewear store.

Plan Information

VSP Coverage Effective Date: 01/01/2017

VSP Provider Network: VSP Signature

CITY OF BRIDGEPORT and VSP provide you with an affordable eyecare plan.

Visit vsp.com or call 800.877.7195 for more details on your vision coverage and exclusive savings and promotions for VSP members.

¹Brands/Promotion subject to change.

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Benefit	Description	Copay
Your Coverage with a VSP Provider		
WellVision Exam	<ul style="list-style-type: none"> • Focuses on your eyes and overall wellness • Every 12 months 	\$20
Prescription Glasses		\$30
Frame	<ul style="list-style-type: none"> • \$105 allowance for a wide selection of frames • \$125 allowance for featured frame brands • 20% savings on the amount over your allowance • \$60 Costco® frame allowance • Every 24 months 	Included in Prescription Glasses
Lenses	<ul style="list-style-type: none"> • Single vision, lined bifocal, and lined trifocal lenses • Polycarbonate lenses for dependent children • Every 12 months 	Included in Prescription Glasses
Lens Enhancements	<ul style="list-style-type: none"> • Standard progressive lenses • Premium progressive lenses • Custom progressive lenses • Average savings of 35-40% on other lens enhancements • Every 12 months 	\$50 \$80 - \$90 \$120 - \$160
Contacts (Instead of glasses)	<ul style="list-style-type: none"> • \$105 allowance for contacts and contact lens exam (fitting and evaluation) • 15% savings on a contact lens exam (fitting and evaluation) • Every 12 months 	\$0
Diabetic Eyecare Plus Program	<ul style="list-style-type: none"> • Services related to diabetic eye disease, glaucoma and age-related macular degeneration (AMD). Retinal screening for eligible members with diabetes. Limitations and coordination with medical coverage may apply. Ask your VSP doctor for details. • As needed 	\$20
Glasses and Sunglasses	<ul style="list-style-type: none"> • Extra \$20 to spend on featured frame brands. Go to vsp.com/specialoffers for details. • 30% savings on additional glasses and sunglasses, including lens enhancements, from the same VSP provider on the same day as your WellVision Exam. Or get 20% from any VSP provider within 12 months of your last WellVision Exam. 	
Extra Savings	<p>Retinal Screening</p> <ul style="list-style-type: none"> • No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam <p>Laser Vision Correction</p> <ul style="list-style-type: none"> • Average 15% off the regular price or 5% off the promotional price; discounts only available from contracted facilities • After surgery, use your frame allowance (if eligible) for sunglasses from any VSP doctor 	

Your Coverage with Out-of-Network Providers

Visit vsp.com for details, if you plan to see a provider other than a VSP network provider.

Exam	up to \$40	Lined Trifocal Lenses	up to \$80
Frame	up to \$45	Progressive Lenses	up to \$80
Single Vision Lenses	up to \$40	Contacts	up to \$105
Lined Bifocal Lenses	up to \$60		

¹Coverage with a participating retail chain may be different. Once your benefit is effective, visit vsp.com for details. Coverage information is subject to change. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail. Based on applicable.

Appendix E - Cooper Standards

I. SPECIFICATIONS AND STANDARDS FOR FITNESS TESTING (COOPER TEST)

The POSTC Fitness Test is a scientifically valid test, consisting of four separate test components, conducted during a one to two hour window of time.

Test 1. The One Minute Sit Up Test. This is a measure of the muscular endurance of the abdominal muscles and core area. Sit ups are done with bent legs and hands alongside the ears. The score is the number of correctly performed sit ups in one minute.

Test 2. The 300 Meter Run. This is a measure of the anaerobic power and sprinting ability. The test is conducted on a suitable running surface/track. The score is measured in the number of seconds necessary to complete the 300 meter distance.

Test 3. The One Minute Pushup Test. This is a measure of absolute strength of the muscles of the upper body. Pushups start in the up position (flat back and arms fully extended). The candidate lowers their body to approximately four inches from the ground without touching/bending their knees. Without touching knees the candidate then fully extends arms into the up position. The score is the number of correctly performed pushups in one minute.

Test 4. The 1.5 Mile Run. This is a measure of the cardiovascular capability of the runner. The test is conducted on a suitable oval running track. The score is the minutes and seconds necessary to complete the 1.5 mile distance.

Minimum Scores for Employment as a Police Officer using the 40th percentile of the Cooper Standards.

	ONE MINUTE	SECONDS	ONE MINUTE	
MALE	SIT UPS	300 MTR SPRINT	PUSH UPS	RUN
20-29	38	59	29	12:38
30-39	35	59	24	12:58
40-49	29	72	18	13:50
50-59	24	83	13	15:06
FEMALE				
20-29	32	71	15	14:50
30-39	25	79	11	15:43
40-49	20	94	9	16:31
50-59	14	N A	7	18:18

Item# *154-18 Consent Calendar

Grant Submission: re State of Connecticut Department of Transportation – Local Transportation Capital Improvement Program (LOTICIP) (#0T002, #0T003, #0T004).



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: November 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

19 NOV 25 11:09:45
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 **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

Item No. *154-18 Consent Calendar

**A Resolution by the Bridgeport City Council
Regarding the
State of Connecticut Department of Transportation
Local Transportation Capital Improvement Program (LOTICIP)
(#0T002, #0T003, #0T004)**

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

WHEREAS, this funding has been made possible through the **Local Transportation Capital Improvement Program**; and

WHEREAS, funds under this grant will be used to support the three following transportation improvement projects: **Chopsey Hill Road Bridge Replacement, Woodrow Avenue Bridge Replacement, and Noble Avenue and Beardsley Park Roundabout**; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit applications to the **State of Connecticut Department of Transportation** to replace bridge structures and associated abutments, superstructure, deck and roadways at Woodrow Avenue and Chopsey Hill Road, as well as construct a roundabout on Noble Avenue and Beardsley Park.

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

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



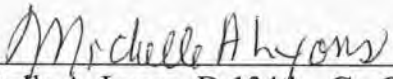
City of Bridgeport, Connecticut

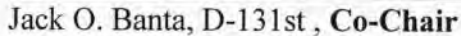
Office of the City Clerk

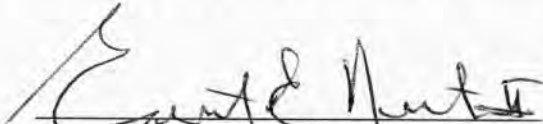
Report of Committee on **Public Safety and Transportation**
Item No. *154-18 Consent Calendar


-2-

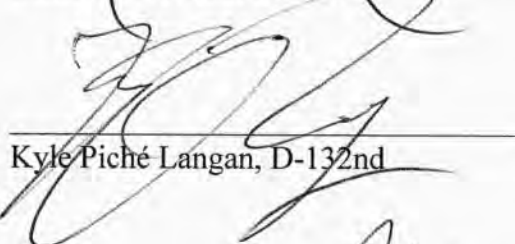
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

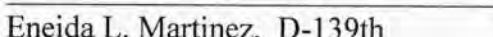

Michelle A. Lyons, D-134th, Co-Chair

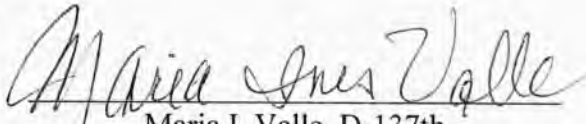

Jack O. Banta, D-131st, Co-Chair


Ernest E. Newton, II, D-139th


Karen Jackson, D-138th


Kyle Piché Langan, D-132nd


Eneida L. Martinez, D-139th


Maria I. Valle, D-137th

Item # *159-18 Consent Calendar

Resolution to support the Resilient Bridgeport Project and allow the City to become a Concurring Party to the Project.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: November 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

PLEASE NOTE: Report Not Signed by Mayor

CITY CLERK OFFICE
NOV 25 11:09:45



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. *159-18 Consent Calendar

RESOLUTION RESILIENT BRIDGEPORT

WHEREAS, the Connecticut Department of Housing (CTDOH) is administering funds allocated by the U.S. Department of Housing and Urban Development (HUD) through their Community Development Block Grant-Disaster Recovery (CDBG-DR) and -National Disaster Resilience (CDBG-NDR) programs (approximately \$56 Million Dollars, hereinafter referred to collectively as the “Resilient Bridgeport Funding”); and

WHEREAS, the Resilient Bridgeport Funding is to be used in the South End neighborhood of Bridgeport to improve flood resiliency, provide dry egress during emergencies, and educate the public about flood risks and sea level rise; and

WHEREAS, the goal is a set of project undertakings to create a more resilient Bridgeport South End community, support its long-term viability, and improve health and safety for the community’s vulnerable populations by lowering the risk of acute and chronic flooding, providing dry egress during emergencies, and educating the public about flood risks and sea level rise for that low-lying area located largely within the 1% annual chance floodplain; and

WHEREAS, CTDOH in the role of Responsible Entity followed HUD funding regulations, which requires compliance with the National Environmental Protection Act (NEPA) process resulting in both a Draft Environmental Impact Statement published February 1, 2019 and a Final Environmental Impact Statement (FEIS) published September 6, 2019, consisting of numerous public hearings, public involvement, and in-depth consideration of multiple alternatives, thereby also complying with HUD’s Environmental Review Procedures and the State of Connecticut’s Environmental Policy Act (CEPA); and

WHEREAS, three specific projects have been identified in the FEIS to carry out the goals, which are the Rebuild By Design Pilot Project, the Flood Risk Reduction Project, and the Resilience Center, an excerpt from the FEIS describing the projects is attached hereto and made a part hereof as Exhibit A (collectively the “Resilient Bridgeport Project”); and

WHEREAS, the City of Bridgeport Office of Planning and Economic Development and Department of Public Facilities have worked with CTDOH in support of the Resilient Bridgeport Project to date; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Public Safety and Transportation
Item No. *159-18 Consent Calendar

-2-

WHEREAS, the City of Bridgeport has the opportunity at this stage of the Resilient Bridgeport Project to become a “Concurring Party”, rather than just a “Consulting Party”; and

WHEREAS, being a “Concurring Party” grants the City of Bridgeport the rights for both “review” AND “comment” as regards future phases of Resilient Bridgeport Project review, design, and consultation – a right not afforded to the general public a/k/a “Consulting Parties”; and

WHEREAS, it is in the City of Bridgeport’s best interest to remain actively involved with rights of review and comment with regard to the Resilient Bridgeport Project; and

WHEREAS, becoming a “Concurring Party” imposes no obligations upon the City of Bridgeport, and all future requirements as pertain to the City of Bridgeport such as permitting and future Council approval requirements as may pertain to street closures and/or relocations would still be required; and as such, it is in the best interests of the City of Bridgeport, and the City of Bridgeport is desirous of being a Concurring Party to Resilient Bridgeport Project; and

WHEREAS, on October 8, 2019, the Board of Parks Commissioners recommended and concurred that the City of Bridgeport should become a Concurring Party and voiced its support for the Resilient Bridgeport Project as it pertains to its effects on parks and thoroughways therefrom and thereto, particularly Seaside Park in the area.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the City Council is aware and appreciative of the CTDOH’s responsibilities with regard to the Resilient Bridgeport Funding and the Resilient Bridgeport Project and generally supports the overall Resilient Bridgeport Project; and

FURTHER BE IT HEREBY RESOLVED, that the City Council supports and approves of the City of Bridgeport being a Concurring Party, thereby ensuring its continued involvement, input, and permitted comment throughout the remainder of planning and any subsequent formal design and construction, of and to the Resilient Bridgeport Project, and that the Mayor or his designee, the Director of the Office of Planning and Economic Development, are hereby authorized and empowered, subject to the approval of the Office of the City Attorney, to execute such documents as may be appropriate to further the import of the City of Bridgeport becoming a “Concurring Party” and furthering the Resilient Bridgeport Project; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on Public Safety and Transportation
Item No. *159-18 Consent Calendar

-3-

FURTHER BE IT HEREBY RESOLVED, that any actions in furtherance of the actual construction of any design plan, including but not limited to permitting, road alterations, or other actions that would otherwise require official City approvals shall, notwithstanding the support stated herein, still require the applicable City approvals.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

Michelle A Lyons

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

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

Ernest E. Newton, II

Ernest E. Newton, II, D-139th

Karen Jackson

Karen Jackson, D-138th

Kyle Piché Langan
Kyle Piché Langan, D-132nd

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

Maria Ines Valle
Maria I. Valle, D-137th

Item # *148-18 Consent Calendar

Professional Services Agreement with Wiss, Janney, Elstner Associates, Inc. for the Perry Memorial Arch Monument Study and Assessment located at Seaside Park.



**Report
of
Committee
on
Contracts**

City Council Meeting Date: November 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor did not sign Report.

19 NOV 25 11:09:46
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. *148-18 Consent Calendar

Resolution

Regarding Engineering Services for the Perry Memorial Arch Study & Assessment

WHEREAS, The Perry Memorial Arch serves as the main point of entry to Seaside Park, was constructed in 1918 as a memorial to William Hunt Perry, was designed by Henry S. Bacon of New York, and is listed as a contributing monument to Seaside Park, which was added to the National Register in 1982,

WHEREAS, the City has conducted a Request for Qualifications (RFQ) and Request for Proposal process by which it has publicly solicited professional services for the Study & Assessment of the Perry Memorial Arch; and,

WHEREAS, Wiss, Janney, Elstner Associates, Inc. ("WJE"), has been chosen through the City's Request for Qualifications and Request for Proposals procedure and has been awarded as the designated firm to oversee this project; and,

WHEREAS, the overall project is to conduct structural assessments, analysis and study with adherence and compliance to historic preservation standards to protect the monument; and

WHEREAS, the City of Bridgeport Public Facilities and Parks and Recreation Department maintains over 47 parks and 1300 acres including all monuments, statues and facilities located within, and specifically has gathered initial reports regarding the condition of the Perry Memorial Arch that indicate there is a need for assessment and structural analysis;

WHEREAS, the City Council had previously approved capital funding in its 2018-2022 Capital Plan for Perry Memorial Arch Study in July of 2018 and allocated funding for the Study and Assessment of the Perry Memorial Arch at Seaside Park; and

WHEREAS, WJE has provided the best qualifications that include engineers, architects and materials scientists as well as the best overall value in their proposal, which shall complete various specific tasks requested including but not limited to, the survey of existing conditions with recommendations and cost estimate, testing analysis and structural study, construction bid contract documents, permitting, scope of work plans and drawings, construction administration, and post construction review and closeout, documentation of means and methods, initial assessment and inventory, and engineering services; and



City of Bridgeport, Connecticut Office of the City Clerk


Report of Committee on Contracts
Item No. *148-18 Consent Calendar

-2-

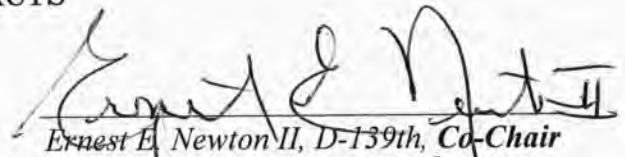
WHEREAS, the City will enter into a mutually-acceptable agreements in substantially the form attached hereto and shall take such other actions as they deem necessary or desirable to implement the Project.

NOW, THEREFORE, BE IT RESOLVED that the Mayor or the Chief Administrative Officer is authorized, upon the approval as to form by the Office of the City Attorney, to negotiate and execute a final agreement, enter into such other agreements as may be required consistent with this resolution, and take such other necessary or desirable actions and do such further things in furtherance of the Project as they may deem to be in the best interests of the City consistent with this resolution.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

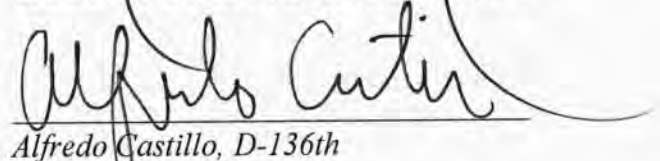


Jeanette Herron, D-133rd, Co-Chair

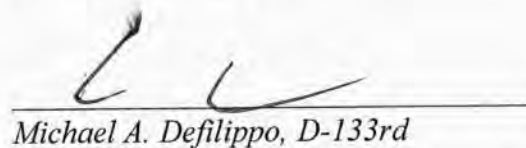


Ernest E. Newton II, D-139th, Co-Chair

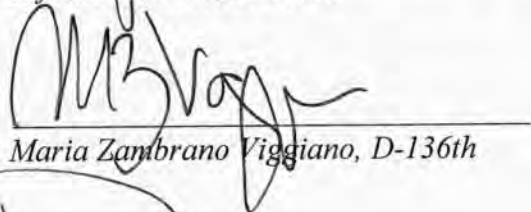
Jack O. Banta, D-131st



Alfredo Castillo, D-136th



Michael A. Defilippo, D-133rd



Maria Zambrano Viggiano, D-136th



Amy Marie Vizzo-Baniccia, D-134th

City Council Date: November 4, 2019

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the ____ day of August, 2019 (the "**Agreement**") is hereby entered into between **Wiss, Janney, Elstner Associates, Inc.**, with offices at 2 Trap Falls Road, Suite 502, Shelton, CT 06484 (the "**Consultant**") and **the City of Bridgeport**, acting through its Department of Parks and Recreation, with offices at 999 Broad Street, Bridgeport, Connecticut 06604 (the "**City**") on the following terms and conditions:

WHEREAS the City published a RFQ/P For Perry Memorial Arch Study & Assessment (Solicitation PKX128193 in or about March 2019, including all addenda (collectively, the "**Solicitation**") seeking the services of an historical architecture and engineering consulting firm with experience in assessment, analysis, design and compliance of preservation development for historic structures and monuments, engineering, architecture, and construction administration, a copy of which is attached hereto as **Exhibit A** and incorporated by reference as if fully set forth herein;

WHEREAS the Consultant submitted its qualifications and proposal dated March 27, 2019 (the "**Proposal**"), a copy of which is attached hereto as **Exhibit B** and incorporated by reference as if fully set forth herein;

WHEREAS the Consultant further submitted its letter setting forth the scope of services ("**Scope**") and schedule for performance of such Scope ("**Schedule**") dated August 19, 2019, a copy of which is attached hereto as **Exhibit C** and incorporated by reference as if fully set forth herein; and

WHEREAS the Consultant agrees to commence its services and perform the same in accordance with this agreement and as specifically directed by the City in a manner consistent therewith.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

The above recitals are incorporated into the body of this agreement with full legal effect.

1. General Undertaking. The parties are entering into this Agreement for the purposing of engaging the Consultant to provide the services described in Exhibit C, as the same may be amended by mutual agreement of the parties (the "**Services**"). Such Services will focus primarily on the Perry Memorial Arch.

2. Term of Engagement. This Agreement shall commence within five (5) business days of the date last below written or on such other date that is set forth in a notice to proceed to the Consultant and shall continue in full force and effect for a period of up to two (2) years until the Services are completed according to this Agreement, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("**Term**"). The City shall have the right to extend the Term for an additional one-year period (the "**Extended 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. [Intentionally Omitted]

4. Price; Payment.

(a) The Consultant has submitted a lump sum price for the Services in the amount of Two Hundred Twenty Thousand Five Hundred (\$220,500.00) Dollars as set forth for the performance of each of five (5) tasks set forth on the bid form submitted in connection with its Proposal.

(b) The Consultant will submit its invoices with all backup documentation, activities conducted, reimbursable expenses with receipts, and the like, to the City on a monthly basis for the prior month's Services rendered as to each specific task and any reimbursable expenses incurred, which invoices the City shall pay within 45 days of receipt of a complete invoice.

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

6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the City anything other than Services and certain written reports or recommendations. Nevertheless, the City shall own all right, title and interest in such the Consultant's work under this Agreement to the extent such work provides analyses, findings, or recommendations uniquely related to the Services to be rendered. The Consultant 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 Consultant 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 Consultant 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 Consultant 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.

8. Non-circumvention. [INTENTIONALLY OMITTED]

9. 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.

10. Representations and Warranties.

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

(a) The Consultant 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 required.

(b) The Consultant 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.

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

(d) The Consultant'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 Consultant.

(e) The Consultant 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.

(f) The Consultant 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 Consultant, 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.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner consistent with the standard of care for like professionals working under similar circumstances and will diligently pursue the completion of same in accordance with the terms of this Agreement.

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

(i) The Consultant represents and warrants 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 Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (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 Consultant hereunder.

11. Liabilities.

(a) [Intentionally Omitted]

(b) Liabilities. THE CITY SHALL NOT BE LIABLE TO THE CONSULTANT FOR ANY CLAIM ARISING OUT OF THIS AGREEMENT IN AN AMOUNT EXCEEDING THE TOTAL CONTRACT PRICE FOR THE DELIVERABLE AT ISSUE. EXCEPT FOR VIOLATIONS BY THE CONSULTANT OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL 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.

12. 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,
Department of Parks and Recreation
City of Bridgeport
Margaret E. Morton Government Center
999 Broad Street, Second Floor
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 Consultant:

At the address specified above.

with a copy to:

13. 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 Consultant may not terminate for convenience. The City may terminate for convenience upon giving written notice of termination.

14. 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.

15. Independent Consultant Status. The Consultant 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 Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and their respective employees. THE CONSULTANT 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 CONSULTANT AND HAS OTHER SUBSTANTIAL SOURCES OF INCOME.

16. 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.

17. Indemnification; Insurance.

(a) Indemnification. The Consultant agrees to defend, indemnify and hold harmless the City, its elected officials, officers, department heads, employees and agents from and against any and all claims, liabilities, obligations, causes of action for damages to the extent caused by the negligence or misconduct of the Consultant, including direct damage to the City's property, and costs of every kind and description arising from work or activities under this agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Consultant 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 or the acts of any contractor.

B. Insurance requirements: (1) The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured **by policy endorsement** with notice of cancellation **by policy endorsement** in the same manner as required for insurance coverages required of the Consultant. The Consultant 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.

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/\$5,000,000 aggregate, which may be met by a combination of primary and excess coverage, 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 \$2,000,000 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 to be given to the City at: Purchasing Agent, City of Bridgeport, City Hall Annex, 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 Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all 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 issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns
ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604"

18. Non-discrimination. The Consultant 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.

19. Communications. All communications shall be made orally or in writing to Steve Hladun or his/her respective designee. Any written report requested from the Consultant shall be sent in draft form for review prior to finalization.

20. 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 Consultant without the City's prior written consent and any attempt to the contrary shall be void.

(d) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance.

The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(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, warranties 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 Consultant's Services are to be performed. The Consultant 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:

CONSULTANT

By: _____

Name:

Title:

duly-authorized

Exhibit A

Solicitation PKX128193

**RFQ/P FOR PERRY MEMORIAL ARCH STUDY &
ASSESSMENT**

Bid Designation: Public

City Of Bridgeport



City of Bridgeport

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Bid PKX128193
RFQ/P FOR PERRY MEMORIAL ARCH STUDY & ASSESSMENT

Bid Number PKX128193
Bid Title RFQ/P FOR PERRY MEMORIAL ARCH STUDY & ASSESSMENT

Bid Start Date Feb 13, 2019 11:48:20 AM EST
Bid End Date Mar 27, 2019 2:00:00 PM EDT
Question & Answer End Date Feb 26, 2019 12:00:00 PM EST

Bid Contact Kathryn Cullen
Buyer
Department of Public Purchases
203-576-7158
kathryn.cullen@bridgeportct.gov

Pre-Bid Conference Feb 20, 2019 11:00:00 AM EST
Attendance is mandatory
Location: PERRY MEMORIAL ARCH SITE
350 WALDEMERE AVE
BRIDGEPORT

Description

MANDATORY WALKTHROUGH:
FEBRUARY 20TH @ 11:00 AM
YOU CANNOT SUBMIT IF YOU DO NOT ATTEND
ALL SUBMISSIONS NEED TO BE MADE BY:
2:00 PM ON MARCH 27, 2019
999 BROAD ST
2ND FLOOR PURCHASING
ALL QUESTIONS ARE TO BE ASKED AND WILL BE ANSWERED ON BID SYNC.

CITY OF BRIDGEPORT
Department of Parks and Recreation
REQUEST FOR QUALIFICATIONS AND PROPOSALS – Invitation to Bid
PKB- FOR PERRY MEMORIAL ARCH STUDY & ASSESSMENT

Kathryn Cullen, Buyer

PKX128193 - RFQ for Perry Memorial Arch Study & Assessment for THE CITY OF BRIDGEPORT

(4) Four Separate, sealed submissions and (1) Digital Copy of **Professional Qualifications and Sealed Price Proposals for Perry Memorial Arch Study & Assessment** will be received at the Office of Public Purchases for the City of Bridgeport, 2nd Fl, Margaret E. Morton Government Center, Bridgeport, CT 06604 until 2:00 P.M., on Wednesday, March 27, 2019. Submissions received at any other location(s) or after started time will not be accepted and deemed unresponsive.

A mandatory pre-bid Walk-Thru shall be held at the Perry Memorial Arch site on Wednesday, February 20, 2019 at 11:00AM at 350 Waldemere Avenue (Park Avenue and Waldemere Ave intersection) Bridgeport, CT 06604. In the case of inclement weather, the site visit may be postponed to a later date. All interested are required to monitor www.bidsync.com for any updates and/or addendums.

For general information please contact Steve Hladun for any technical questions @ steve.hladun@bridgeportct.gov. All inquiries regarding this bid must be presented in writing and may be posted directly on the BidSync website question sections. The cut-off date for questions is **12:00 pm on Tuesday, February 26, 2019**. All answers will be published in the form of addenda on <http://www.bidsync.com>

Intent:

The City of Bridgeport is seeking:

- Two (2) or more (each being described as the consultant) Historical Architecture and engineering consultant firms with significant experience in the oversight and management of the technical aspects of assessment, analysis, design and compliance of preservation development for historic structures and monuments, engineering, architecture and construction administration.
- The City will retain the consultants for a 2-year engagement with a 1-year extension to assist the City in the overall management of specific study and assessment, stabilization and preservation project design, and related work including structural stability, roof replacement design; to perform various work as applicable to the Perry Arch that may include but are not limited to investigations, third party inspection and analysis, probes and testing,

engineering, compliance and construction work for the Perry Arch; to monitor contractors; to interact with governmental agencies at the direction of the City; to prepare and submit necessary local, state and federal permits and related documents as may be applicable; the preparation of construction document drawings, manuals, scope and specifications and to perform oversight and certification as necessary; construction inspection

No work shall be performed under the contract award until a Purchase Order has been issued by the Purchasing Department.

Bidder must comply with the following:

- Certificates of Insurance will be required from the awarded contractor prior to the commencement of any work and shall be furnished to the Department of Public Purchases, Margaret E. Morton Government Center, Second Floor, 999 Broad Street, Bridgeport, Connecticut 06604 and must be shown as issued to the City of Bridgeport as additional insured with thirty (30) days notice for cancellation or non-renewal of policy. A copy of the endorsement insurance will also be required for this project.
- Contractor must be licensed in the State of Connecticut and all employees must be properly certified and qualified to perform the work. Out of state bidder must provide the City of Bridgeport with a Certificate of Authority to Do Business in the State of Connecticut within five days of a Notice of Intent to Award. This can be obtained from the Connecticut Secretary of State.
- The consultant will be responsible for the safety of the work site while performing assessment and investigations.
- The consultant shall be responsible for preparing any and all permits as required and related to the construction bid document tasks. Coordination of various agencies with in the City of Bridgeport that may be applicable is required.
- The awarded contractor must accurately complete and submit No Conflicts/Disclosure form when it receives a Notice of Intent to Award. Failure to submit the No Conflicts/Disclosure Form within three (3) days of receipt of the Notice of Intent to Award may result in the loss of the award.
- Bidder must accurately complete and submit non-collusion affidavit with all bids or bids will be considered non-responsive.
- All bidders shall check www.bidsync.com regularly to see if any addendums are issued.

- For further information on the City's MBE Ordinance please call or contact Mr. Fred Gee, Director, Small & Minority Business Resource Center at (203) 576-8473 Fred.Gee@Bridgeportct.gov
- This contract award will require that the successful vendor have a valid SAM, DUNS, CT and Federal Tax ID numbers prior to commencing work.
- Include any and all documents required per the project invitation for this bid.

The City of Bridgeport reserves the right to

- Reject any and all bids in whole or in part or to accept any bid, in its sole discretion if doing so is deemed to be in the best interest of the City of Bridgeport.
- Reserves the right to reject any or all bids or to decline to make an award.
- To make awards not based solely on low bid when time is a critical factor.
- Verify that the bidder was not delinquent on any, City real and personal property taxes, at the time of the bid opening.
- Award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the City of Bridgeport in terms of cost, price, and other factors specified elsewhere in this solicitation, considering the bidder's price, resources, equipment, availability and other factors specified elsewhere in this solicitation.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the ultimate contract award or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.

Do not include in your quotation any taxes for which the City is not liable. The City will issue tax-exempt certificates covering the work upon request.

PROJECT

The City may award to one or multiple consultant firms' project work that may consist of but is not limited to the following project as determined and directed by the City:

1. Perry Memorial Arch

SELECTION CRITERIA

Consultant firms will be evaluated and selected based on design and technical competence, the capacity and capability to perform the work within a specific timeframe, past record of performance, and knowledge of Federal, State, and Municipal procedures, appropriately weighted in descending order of importance.

Consultant Selection Criteria	Criteria Points
Professional Qualifications, Specialized Design and Technical Competence involving Study & Assessment of Historical Structures and Monuments	25
Capacity of the Firm and Recommended Approach	25
Knowledge of the Locality and Federal, State and Municipal Procedures	20
Bid price for Scope of Work (Sealed)	30
TOTAL	100

Selection Criteria: The selection criteria to be considered with their respective weighting are as follows:

- 1. Professional qualifications, Specialized Experience and Technical Competence (25%):** The consultant firm should demonstrate experience in the following areas: (a) providing architecture and engineering services for urban areas and historical monuments including oversight of contractors; (b) developing strategies to achieve economical solutions for construction work; (c) Obtaining compliance with applicable Local, State and Federal regulations; (d) Developing and implementing a community relations strategy if applicable and working with other governmental agencies on either public/private partnerships or grant funding resources; (e) developing and coordinating construction plans that include detailed long-term stabilization and preservation of historic structures while also considering the public usage of the area and maintenance of some level of public access; (f) producing contract documents including plans, specifications and site safety plans, permit applications, action plans, compliance documents, and the like; (g) providing cost estimates for projects, and (i) providing technical oversight during construction.
- 2. Capacity of the Firm and Recommended Approach (25%):** The evaluation will consider the firm's experience and available capacity of key disciplines required to perform the anticipated types of work. Provide list of current contracts with start and end dates. Provide past relevant work within the past five years. Provide a recommended approach to the Perry Memorial Arch

Study and Assessment based on the exhibits provided and firm's current understanding of the structure with highlights showing how the workflow shall be conducted.

3. **Knowledge of the Locality (20%):** The firm should have significant project experience within the boundaries of the City of Bridgeport and similar park settings, including considerable and demonstrated experience with all Local, State and Federal regulatory agencies likely to have jurisdiction over the City's site assessment and park development activities.
4. **Bid price for Scope of Work (Sealed) (30%):** The firm should provide a detailed lump sum Not-To-Exceed value for the scope of work shown in the request for a price proposal. The enclosed bid form shall be used for writing bid price for the scope of work.

The applicant's responsibility shall be evaluated based on the candidate's previous experience, qualifications, references, and the ability to competently complete the work in a timely manner. All projects that require design elements will require a Historical Architect who meets the Secretary of the Interior's Professional Qualification Standards. All projects that involve structural stabilization or the moving or elevation of a structure according to FEMA regulations will require an Engineer who meets the Secretary of the Interior's Professional Qualification Standards (if applicable).

Minority and Women-Owned Business Enterprises Joint Venture (5 points): The evaluation criteria will consider the firm's Minority and Women-Owned Business Enterprise (MWBE) status (see Section 3.12.130 of the City's Code of Ordinance), as well as its subcontractors identified as a joint venture in the submitted price proposal. Only certified MWBE consultants identified as a joint venture will receive evaluation credits under this criterion. Please provide up to date certification for all sub-consultants identified as participating in a joint venture in the submittal.

SELECTION COMMITTEE

Selection Committee may consist of at least 3 but not limited to the following representative individuals:

1. City of Bridgeport Board of Park Commissioners Representative and/or their designee
2. City of Bridgeport Department of Public Facilities, Parks and Recreation Department Representative and/or their designee
3. City of Bridgeport Public Facilities, Construction Management Services Representative and/or their designee

Selected consultant firms may be invited to attend a formal interview. The City's Selection Committee may be convened to review submissions and conduct interviews as it may deem necessary.

PROFESSIONAL SERVICES AGREEMENT

The City of Bridgeport intends to enter into a Professional Services Agreement. A draft copy of the City of Bridgeport Professional Services Agreement is attached. Firms shall be advised not to respond to this Request for Qualifications unless fully in accord with the requirements contained therein. The City reserves the right to enter into agreements with two or more firms at its sole discretion.

- The selected firm(s) will be prohibited from bidding on project construction work itself, which work will be awarded to others.
- The City reserves the right to void any contract with a selected firm if a key personnel of the firm change during the performance of services and the consultant fails to promptly provide suitable replacements acceptable to the City, in the City's sole discretion. The City reserves the right to void any contract with the selected firm if it determines, at its sole discretion that a conflict of interest exists. Respondents must not discriminate, nor permit discrimination, against any person on the grounds of race, national origin, religion, sex, handicapped, sexual orientation or veteran status in their employment practices or in any of their other business operations.

DESCRIPTION OF THE PERRY MEMORIAL ARCH

Excerpt from National Register of Historic Places Inventory Application, 1982.

The Perry Memorial Arch (Photograph 18), erected in 1918, stands as a gateway for the Park Avenue entrance to Seaside Park. The arch was built in memory of William Hunt Perry (1820-1899), a leading Bridgeport manufacturer, benefactor, and commissioner of Seaside Park. The arch was designed by Henry S. Bacon, a New York architect, and built by the Sperry and Treat Company of New London, Connecticut. The granite monument's design is based on the ancient Roman triumphal arch scheme, but is highly unusual in its double-arch composition. The north side of the central pier features a Neo-Classical, bronze relief portrait of Perry.

Excerpt from <http://learninglab.si.edu/resources/view/157526>

Save Outdoor Sculpture, Connecticut survey, 1993. A knee-length bas relief of William Hunter Perry dressed in trousers, a low-cut weskit, and an open jacket. He holds a coat over his proper left arm and holds a hat in his proper right hand. Behind his proper left shoulder is the figure of Harriet Adelaide Perry, holding a fruit basket in her proper left hand over her proper left shoulder. Beneath the figures, a flat-topped swag separates

them from the lettering. The plaque is affixed to the central pier of the Perry Memorial Arch and is surrounded by two Ionic pillars topped by a pediment

DRAFT SCOPE OF WORK

Recommendations to stabilize and protect the structure include the following:

1. **SURVEY CONDITIONS ASSESSMENT & RECOMMENDATIONS INCLUDING COST ESTIMATE:** Contractor must coordinate and provide their own access to all areas of the Arch including the roof and interior shafts as required to complete the detailed assessment. Interim measures of protection and safety should be identified by the Engineer as applicable should there be a need to expedite repairs/protection measures as deemed necessary by the City of Bridgeport. All investigative work to determine the integrity of the structure and the roof shall be required. Deliverable should show a clear and comprehensive assessment of the condition of the monument as well as any recommended interim measures of protection (such as scaffolding and netting) and methods and means to obtain pricing for those as may be applicable.
2. **TESTING – ANALYSIS –STRUCTURAL STUDY-:** Structural Engineering Analysis is required to determine the full restoration and historic preservation specifications in Deliverable/Task 1, 2. Testing and analysis should streamline cost effective measures to evaluate the integrity of the entire composition of the structure, so it can be first stabilized and furthermore preserved and protected. This includes preparing the Perry Memorial Arch for strengthening its resiliency to storms, sealing and/or full replacement of the roof membrane, testing it for leaks, as well as determining the integrity, means of stabilization as well as protecting and restoring the structure.
3. **CONSTRUCTION BID CONTRACT DOCUMENTS, PERMITTING, SCOPE OF WORK, PLANS & DRAWINGS:** The selected consultant firm will be required to certify that the project is in compliance with State regulations, design, bidding, contracting and construction monitoring requirements. The Engineer is required to provide the City with the following signed certification documents:
 - i. Construction Bid Package, Drawings, and Specifications.
Construction Estimate.
 - ii. Scope of Work and Project Manual
 - ii. Construction Monitoring & Close-out Compliance Certification.

This includes preparing and estimated construction schedule including the phases of construction with milestones, the bid form, contract drawings, details, project manuals, cost estimates, addenda to bidders and responses to Requests for Information. The City Construction Management Services Division and/or their designee is to provide standard front end documents and may request additional assistance from the Engineering Firm. Incorporate any recommendations provided through engagement of commissions, City

Departments or other agencies as directed by the City into the construction documents.

4. **CONSTRUCTION ADMINISTRATION-** Engineering Services for construction administration are to be provided as follows: Assistance with bid scope review, project oversight, RFI reviews and responses, review change orders, work completion punch-list, site inspection, review of shop drawings and submittals, oversight and review of contractor's materials testing, quality control and analysis, attend and participate in all regularly scheduled meetings or conference calls with the City Team and contractor. Construction Administration also includes inspection services and testing and monitoring services to certify that the project is in compliance with the construction documents. Contractor's required AIA documents shall be reviewed based on an approved schedule of values and certified for processing. Attend all regularly scheduled construction meetings. Visit the site weekly and monitor the progress of the work for the complete duration of project. Provide inspection services and field verification. Provide Technical Memorandums of important milestones achieved and items which require follow up. Review and approval all shop drawings and submittals.

5. **POST CONSTRUCTION REVIEW & CLOSEOUT, DOCUMENTATION OF MEANS & METHODS AND RESTORATION PERFORMED**
 Provide services to review project completion including but not limited to issues regarding construction, maintenance, safety, security, program success and/or non-programmed uses and user satisfaction. The Firm may be required to provide additional information as needed for City requirements. Closeout Documents, punch-list of incomplete items, photographs and report of conditions. Submit final documentation of bid construction documents to City, the Engineering Department, Building Department, Public Facilities, and the Parks and Recreation Department.

CITY SUPPLIED EXHIBITS:

PERRY MEMORIAL ARCH HISTORICAL DOCUMENTS

Please find the attached exhibits.

- *William Hunt Perry Memorial Arch at Seaside Park Entrance, Condition Assessment, Bridgeport, CT, 30 July, 2010, Cuoco Structural Engineers, LLC. is attached as an exhibit of this RFP.*
- *PMA Building Specification 1917*
- *PMA 1917 Drawing 1 and 2*
- *PMA 1917 Drawing 3*
- *Recent Photographs pdf taken by the Parks and Recreation Dept.*

FEES and RATES

For Tasks 1 thru 5 fees will be negotiated on a Lump Sum basis based on required staffing hourly rates on a Not-To-Exceed basis. All staffing fees and rates must be

provided as part of the engineering firm's response transmittal to this request for qualifications enclosed with their bid form in a sealed envelope.

Personnel in responsible charge of the projects will be required to possess and maintain valid certification and licensure and Connecticut Professional Engineer's License.

Four (4) copies of the submittal and one digital copy are required. Price Proposals should be contained individually in a sealed envelope in each envelope and be provided on the enclosed bid form. All proposals must be brought or mailed to:

ATTN: PKX128193 - PERRY MEMORIAL ARCH STUDY & ASSESSMENT

Department of Public Purchases,
2nd floor, Margaret E. Morton Government Center,
999 Broad Street,
Bridgeport, CT 06604

By no later than **2:00pm** on **March 27, 2019** and then at said office publicly opened.

Responses received after this date and time will not be considered.

CITY CONTACT

For further information please contact Steve Hladun, Special Projects Coordinator, Parks and Recreation Department by email at steve.hladun@bridgeportct.gov.

S P E C I F I C A T I O N S

FOR THE

PERRY MEMORIAL ARCH TO BE ERECTED AT SEASIDE PARK IN
BRIDGEPORT, CONN., BY MORRIS B. BEARDSLEY AND GEORGE W.
WHEELER TRUSTEES UNDER THE WILL OF HARRIET A. PERRY.

HENRY BACON, ARCHITECT,
101 Park Avenue, New York, N. Y.

December 10, 1916.

SPECIFICATIONS

FOR THE

PERRY MEMORIAL ARCH TO BE ERRECTED AT SEASIDE PARK IN BRIDGEPORT, CONN., BY MORRIS B. BEARDSLEY AND GEORGE W. WHEELER TRUSTEES UNDER THE WILL OF HARRIET A. PERRY.

The drawings upon which proposals shall be based are marked "REVISED NOV. 25, 1916."

The work shall be done under the form of contract adopted and recommended by the American Institute of Architects, which will require the completion of the work on or before theday of191..

The work shall be done under the supervision of and to the entire satisfaction of Henry Bacon, the Architect of the Memorial.

All proposals shall be submitted in the following form, enclosed in a sealed envelope addressed to Morris B. Beardsley and George W. Wheeler, Trustees under the will of Harriet A. Perry, and delivered to Henry Bacon, 191 Park Avenue, New York, N. Y. on or before the ..~~first~~.....day of *May*..... The said proposals will be opened by the Trustees at their convenience and they reserve the right to reject any and all bids received for the work.

Morris B. Beardsley & George W. Wheeler, Trustees under the will of Harriet A. Perry

Dear Sirs:

In accordance with your invitation to submit proposals for the Perry Memorial Arch to be erected at Seaside Park, Bridgeport, Conn., I or we propose to furnish all labor and materials required to completely finish the work in accordance with the drawings and specifications and to the entire satisfaction of the Architect as follows:

- 1. For the foundations complete
- 2. For the superstructure
 - using Stony Creek Granite
 - " Pink Milford "
 - " Fox Island "
 - " Leeds Island "
 - " " "
 - " " "
 - " " "
 - " " "
 - " " "
 - " " "

2.

- 3. If standard gauge wrought iron galvd. pipe with cast iron galvd. fittings is used in place of the cast iron pipe specified, add to any of the above figures for the superstructure the sum of \$.....
- 4. If 1 - 2 - 4 stone concrete is used for the backing of the granite in place of the brickwork specified, deduct from any of the above figures for the superstructure the sum of \$.....

Respectfully submitted,

3.

FOUNDATIONS.

- 1 - The foundations for the Memorial shall be of concrete of dimensions shown on the drawings. A test pit has been excavated on the site; bidders are required to examine same, and make their own estimates of the facilities and difficulties attending the execution of the work.
- General Requirements. Ground water will be encountered at the level shown in the test pit and the base of the foundations will extend below that level. The entire responsibility of constructing the foundations will rest with the contractor who shall do such pumping as may be required and shall sheet pile the pits if the nature of the material requires same.
- 2 - The contractor is required to take the site as it stands and perform the required excavations. Excavations. All surplus excavated material shall be carted from the premises and dumped where required by the Authorities in charge.
- 3 - The cement shall be American Portland cement fulfilling the standard requirements for portland cement adopted by the American Society for Testing Materials. Cement.
- 4 - All sand shall be coarse, clean, sharp sand containing not more than three (3) percent of loam or other foreign substances. Sand.
- 5 - The coarse aggregate for concrete shall consist of clean trap rock, bluestone, or granite broken so as to pass through a one inch ring in any direction, clean properly graded gravel may be used in place of the broken stone. Broken Stone.
- 6 - The materials shall be mixed by a batch mixer with clean water for sufficient time to insure a thorough and uniform mixture of such consistency as directed by the Architect. The concrete shall be mixed in the proportion of 1 part cement, 2 parts sand and 4 parts broken stone or gravel. Mixing.
- 7 - The concrete shall be handled as rapidly as possible and shall be deposited in place immediately after mixing and shall be conveyed in such manner that there will be no distinct separation of the ingredients. It shall be puddled in such manner as to form a dense compact mass. Placing.

4.

- 8 - All the forms and false work required for the concrete shall be furnished, set in place and removed by the Contractor.

Forms.

The forms shall be constructed of sound timber and shall be patterned exactly to fit the outlines of the work. The forms shall be substantially built, braced and secured in place and shall be capable of supporting the wet concrete without deflection, vibration or movement of any nature during the construction of the work, and shall be tight enough to prevent leakage of the liquid cement.

All forms shall be removed in such manner as to prevent injury to the concrete and no form work shall be removed until such times as the concrete has hardened sufficiently to safely support its loads.

CUT STONE WORKKIND AND QUALITY OF STONE.

- 9 - Proposals shall be submitted for Stony Creek, Fox Island, Pink Milford and Leets Island granite. Proposals for any other granites may be submitted and will be considered.
- Kind.
- 10 - The stones shall be selected from the best the quarries produce, shall be absolutely sound, thoroughly seasoned, free from sap, and shall not contain any staining material; they must be free from seams, cracks, or other defects impairing their strength or durability, and shall be free from knotty spots, spalls, chips, stains, discolorations or other defects marring their appearance, and shall be of uniform color throughout.
- Quality.

CUTTING OF STONES.

- 11 - All stones shall be cut in strict accordance with the Architect's full size detail drawings and the full size plaster models.
- Drawings and Models.
- 12 - All the stones shall be quarried and cut so as to lie in the work on their natural quarry beds. The beds and builds shall be rough pointed and the face edges dressed back not less than two inches from the face with sharp, true arrises, free from spalls, nicks, or chips. All beds shall be cut level. Stones hollow or slack in the beds or builds will not be accepted.
- Beds and Builds.
- 13 - The bed and build joints in the granite work shall be of uniform width not exceeding 3/16 inch in thickness.
- Jointing.
- All stones shall be fitted together at the joints so that the several pieces will form continuous unbroken lines, free from projections or depressions.
- 14 - All plain surfaces shall be cut to true planes out of wind and free from waves, depressions or projections. All arrises shall be cut sharp (unless otherwise detailed) with true well defined lines free from chips, spalls or nicks.
- Surfaces and Arrises.

6.

15 - All projecting stones and stones with exposed top surfaces shall be cut with a wash on the top surface. Where other work is built upon such stones they shall be cut with raised seats and lugs to form level beds for the work built upon them.

Washes.

16 - All exposed surfaces of the stones shall have a uniform finish, ten cut, eight cut, and pointed as indicated on the drawings and equal to the samples of finish in the Architect's office.

Finishes.

MODELS AND CARVING.

17 - Full size plaster models of all the carved work shall be furnished by the Contractor. The models shall be made by a New York City modeler with references of executed work satisfactory to the Architect. The models shall be submitted to the Architect and changed and altered as required to meet the approval of the Architect.

Models.

18 - All carving and lettering shall be done in strict accordance with the full size plaster models and full size details by carvers with references of executed work satisfactory to the Architect.

Carving.

DELIVERY OF STONE WORK.

19 - All the stones shall be carefully boxed and crated and delivered at the site in perfect condition.

Crating.

STONE SETTING.

20 - The mortar used for the setting shall be composed of Atlas White Non-Staining Portland Cement, equal in strength to Portland Cement, sharp rewashed sand free from loam or other foreign substances and lime putty. No more lime putty shall be used than that required to retard the setting of the mortar sufficiently for the proper bedding of the stone, and the mortar shall have the strength and set up with the hardness of 1 to 3 Portland cement mortar.

Mortar.

7.

The mortar used for pointing shall be composed of Atlas non-staining white cement and sharp washed sand mixed with a waterproofing ingredient satisfactory to the Architect, in such proportions as will insure its permanency and colored if so directed by the Architect.

21 - The back of all stones to within two inches of the face shall be coated with Anti-hydrone waterproof paint.

22 - The roof coping stones and the large stones on the roof shall be clamped together with H shaped cast bronze clamps let into the stones, and the holes filled with cement mortar and troweled flush with the stone, and the coping stones shall be anchored to the concrete slab with 3/8" x 1-1/2" galvd. iron anchors let into the stone and the hole filled with portland cement mortar.

The face stones of the arches shall be tied together with wrought iron rods and clamps as shown on the drawings.

23 - The Contractor shall carefully protect with clean boarding all jambs, corners, angles and other parts of the work subject to damage and shall be held solely responsible for all damage to his work from whatever cause.

24 - Slight inequalities in the work shall be trimmed to the true intended surfaces and refinished equal to the original approved finish. Patching of damaged stones will in no case be permitted, and if set in place must be removed and replaced by a perfect stone. At completion the whole of the work shall be carefully cleaned down, all face joints raked out, filled solidly with mortar and pointed as directed by the Architect. The whole of the work shall be left clean and free from blemishes of any nature.

BRONZE WORK.

25 - The bronze tablet shall be furnished and set by the Sculptor.

26 - Provide and set a cast bronze door and frame in one of the piers where shown. The door shall be made in accordance with the full size detail drawings and provided with a Yale & Towne cylinder lock, and the bronze shall be finished in accordance with the sample approved by the Architect.

8.

CONCRETE AND BRICKWORK.

- Brickwork.** 27 - The stone work shall be backed with hard burned common brick laid up in the same mortar as the stone work. The covering over the arch stones and the interior walls from the spring line of the arches to the top shall be laid up of common hard burned brick in 1 to 3 cement mortar and banded every fifth course with a course of headers. All brick joints shall be struck.
- Concrete.** 28 - The slabs at the spring line of the arches and the slabs at the top shall be built of stone concrete composed of 1 part portland cement, 2 parts sand and 4 parts of clean broken stone or reworked gravel, and reinforced with square deformed bars of size shown on the drawings.
- The backing may be of 1 - 2 - 4 stone concrete in accordance with the previous specifications for concrete, paragraphs 5 to 8 inclusive.
- Waterproof Cement.** 29 - The brick over the arch stones shall be plastered with a coat of 1 to 2 cement mortar made waterproof with "Madusa" or other effective waterproofing compound.
- Cinder Fill.** 30 - The spaces between the concrete walls supporting the coping stones shall be filled with cinder concrete composed of 1 part portland cement, two parts sand and seven parts clean coarse steam cinders.
- Caulking.** 31 - The joints in the top stones of the structure shall be caulked with Minmax rope caulking before pointing.

COPPER WORK.

- Gutters and Roofing.** 32 - The main cornice shall be lined with 16 oz. copper with cross joints locked and soldered, and the outer edge let into the stone reglet, caulked with lead plugs and elastic cement. Provide 20 ounce copper tubes to the outlets sweated to the gutter lining.
- The top stones so indicated on the drawing shall be covered with 16 ounce copper with seams locked and soldered and secured with copper clips and flat head expansion bolts. The edges of the copper shall be secured in the reglets with lead plugs and caulked with elastic cement. Provide 20 ounce copper tubes to the outlets sweated to the copper

9.

and connected to the drainage pipes.

PLUMBING.

- Drains.
- 33 - Connect to the copper tubes and erect a system of cast iron drains for the surface water. The pipe shall be extra heavy cast iron with joints made watertight with oakum and molten lead, arranged as shown on the drawings and extended to and connected to the nearest sewer. The pipe shall be properly supported on wrought iron brackets and hangers.
- 34 - The Contractor shall obtain and pay for all necessary permits, furnish all the water required and shall on completion remove all rubbish, debris and waste material of every nature made under his contract, repair all damage to the roads and walks, and leave the premises in as good condition as he found them.

SECTION 00412: RFQ/REQUEST FOR PRICE PROPOSAL FORM

GENERAL

PROPOSAL INSTRUCTIONS: Submit **FOUR SIGNED COPIES OF THIS POST RFQ REQUEST FOR PRICE PROPOSAL FORM** and associated documents provided in the Document in strict compliance with the REQUEST FOR PRICE PROPOSAL. Fill in all blanks; if not providing a price proposal on a specific package, enter "No Price Proposal". The City of Bridgeport reserves the right to reject incomplete bid forms.

PRICE PROPOSAL FROM:

NAME: _____

STREET: _____

CITY/STATE: _____

In signing this PRICE PROPOSAL, I agree that I have received all of the Bid Documents entitled dated in the Request for Proposal and any information provided therein after and dated as follows:

Addendum No.: _____

Dated: _____

Addendum No.: _____

Dated: _____

Addendum No.: _____

Dated: _____

Addendum No.: _____

Dated: _____

I have included the provisions of the above Documents and Addenda in my bid proposal. I have received and reviewed the RFQ/RFP Documents entitled "PERRY MEMORIAL ARCH STUDY & ASSESSEMENT", Bridgeport, CT, including the contract document with attached City of Bridgeport (City) Standard Terms and Conditions. I have also examined the project site.

FIRM NAME:		
TASK	Description	Total Bid Price
1	SURVEY CONDITIONS ASSESSMENT & RECOMMENDATIONS INCLUDING COST ESTIMATE	
2	TESTING - ANALYSIS -STRUCTURAL STUDY	
3	CONSTRUCTION BID CONTRACT DOCUMENTS, PERMITTING, SCOPE OF WORK, PLANS & DRAWINGS	
4	CONSTRUCTION ADMINISTRATION	
5	POST CONSTRUCTION REVIEW & CLOSEOUT, DOCUMENTATION OF MEANS & METHODS AND RESTORATION PERFORMED	
	CUMULATIVE TOTAL LUMP SUM:	

TASK 1, 2, 3, 4, 5 BID:

I will furnish all services necessary to perform the work required for the Base Price Proposal for Tasks 1, 2, 3, 4, 5 in accordance with the documents and will take full payment as the Not-To-Exceed price of:

Dollars (\$ _____)

(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)

Please note here if you are applying for the award of (5) Additional points for Minority and Women-Owned Business Enterprises Joint Venture:

YES

MBE/WBE NAME: _____

MBE/WBE ADDRESS: _____

NO JOINT VENTURE

In submitting this price proposal, I agree as follows:

- To hold open my bid for 180 days after bid opening.
- To enter into and execute a contract, if awarded on the basis of this bid, according to the Agreement provided as part of this Request for Proposal.
- To accomplish the work in accordance with the contract documents.
- To begin work within five (5) calendar days of receipt of Notice to Proceed.
- To substantially complete the Work within the Contract Time.

By submission of this price proposal, each proposer and each person signing on behalf of any Proposer certifies, and in case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The price in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL:

STATE OF CONNECTICUT, COUNTY OF _____ ss:

_____ being duly sworn says:
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true and correct.

(Signature of Person Who Signed the Bid)

Subscribed and sworn to before me this

_____ day of _____, 20__.

Notary Public

My Commission Expires:

CONTINUED ON NEXT PAGE

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP:

STATE OF CONNECTICUT, COUNTY OF _____ ss:

_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto and on behalf of the firm, and the several matters therein stated are in all respects true and correct.

(Signature of Partner Who Signed the Bid)

Subscribed and sworn to before me this

_____ day of _____, 20__.

Notary Public

My Commission Expires:

CONTINUED ON NEXT PAGE

AFFIDAVIT WHERE CONTRACTOR IS A CORPORATION:

STATE OF CONNECTICUT, COUNTY OF _____ ss:

_____ being duly sworn says:

I am the _____ of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at _____ I have knowledge of several matters therein stated, and they are in all respects true and correct.

(Signature of Corporate Officer Who Signed the Bid)

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires:

END OF SECTION



CUOCO STRUCTURAL ENGINEERS, LLC

60 Katona Drive, Suite 12, Fairfield, CT 06824

Phone: 203-362-1902, Fax: 203-362-1966. www.csellc.com

30 July 2010

Mr. Arthur C. Harris, Director
Office of Construction Management Services
Bridgeport City Hall Annex
999 Broad Street
Bridgeport, CT 06604

Re: **William Hunt Perry Memorial Arch at Seaside Park Entrance**
Park Avenue
Bridgeport, CT

Dear Mr. Harris:

As requested, we performed a condition assessment of the William Hunt Perry Memorial Arch at the Park Avenue Entrance to Seaside Park. That Memorial Arch was erected in 1918 by Mrs. Perry's to commemorate her late husbands life.

The arch is approximately 83 feet long by 14 feet wide and is nearly 50 feet tall. The structure consists of three towers and two arches. The two outer towers are approximately 12 feet wide by 14 feet deep while the center tower is approximately 15 feet wide by 14 feet long. The clear dimension between the towers is approximately 22 feet. The height to the center point of each arch is approximately 38 feet above the pavement. An overall picture of the William Hunt Perry Memorial Arch is located to the right. The arches are centered over the entrance and exit to the park.



Photo 1 – Elevation of Arches

The Arch towers are constructed with 12-inch thick brick walls and stone veneer. The arches are formed with brick and topped with a thin layer of concrete. As you can see in the photo above, there are two flat sections and a center pediment which is constructed out of stone. Within each of the flat roof areas, there is a roof hatch and a drain. Each layer of the center pediment is progressively smaller. Within each of the stone steps, there is an internal gutter system which leads to the main roof drain on the flat roofs.

The arches have fallen into a state of disrepair. The upper cap stones were sealed with roofing tar and caulk. The roofing tar and caulk has failed exposing the joint to water infiltration. The gap between the stones in some areas is upwards of a one-inch wide. On the inboard side, flat roof, there is no cover to the roof top hatch allowing water and birds free access into the tower. The roofing on each of the flat roofs has deteriorated. Large patches of grass were observed growing from the roof as well as from the internal gutters at the pediments. Much of the mortar has deteriorated between the pediment stone base and the entablature leaving large gaps that also water and moisture to enter the arches. Please refer to photos 2 thru 7 for additional information.



Photo 2 - Inbound Hatch Opening

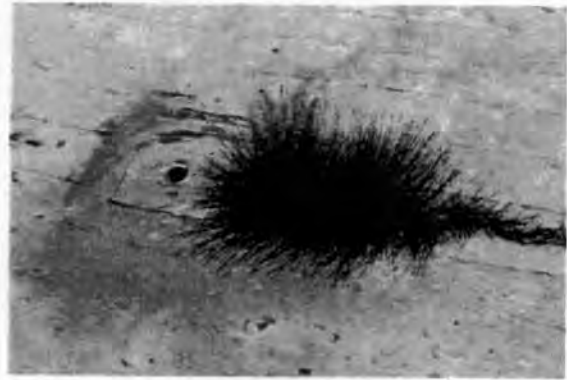


Photo 3: Grass at Roof Drain

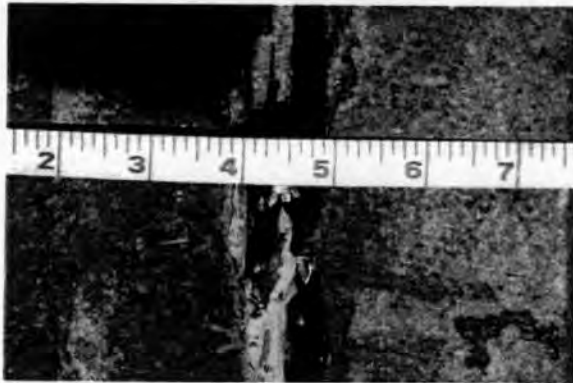


Photo 4 - Crack roofing at pediment stones

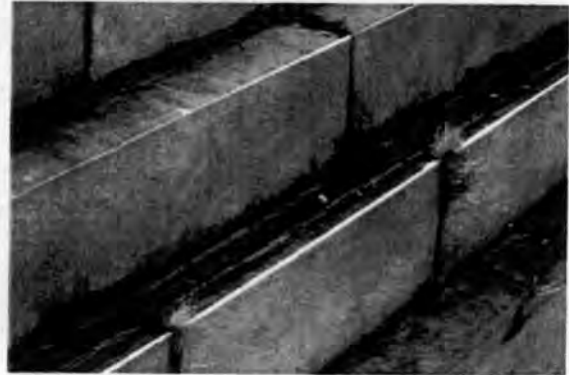


Photo 5: Grass at internal gutter



Photo 6: Deteriorated Copper Gutter w/ Grass



Photo 7: Missing mortar between Stones

The stone veneer needs to be completely repointed. Large areas of the arches are either missing mortar completely or have loose mortar. The keystone of the outbound side of the arch has lost most of the mortar. The loss of mortar is affecting the structural integrity of the arch. Step cracks are forming in the stone veneer which indicates the arch has or is beginning to "fall." Refer to photos 8 and 9, below.



Photo 8: Missing Mortar at Keystone



Photo 9: Step Crack at Arch Base

The stones on the arch ceiling are suspended from the curved floor structure. At the time of my visit, water was dripping from the ceiling panel joints even though it had not rained for several days. Large areas of calcium deposits and stalactites from the limestone panels were observed. Due to the amount of water the towers and arch structures are absorbing; the anchorage of the ceiling panels to the curved structure is seriously questionable. Please refer to photo 10.



Photo 10: Calcium Deposits on Ceiling Panel

The exterior stone veneer is significantly cracked due to the constant flow of water through the structure. Large vertical, stepped or diagonal cracks through the stones are present on nearly all facades. The constant flow of water through the structure and between the brick and stone veneer coupled with freeze-thaw cycles has caused the cracking and loss of mortar.

The interior brick structure was not completely reviewed due to safety and structural integrity issues. Once inside the outbound side tower, it is possible to access the center and entrance tower via internal ladders and walk-ways. However, since the structural adequacy of the internal ladders and walkways is unknown, proper access and fall protection is required. I was able to review a very small section of the outbound brick structure. Several vertical cracks and broken bricks were observed. The flat roof structural slab was also severely cracked and leaking.

In conclusion, the condition of the arch structure is poor. There are several questionable areas that warrant additional investigation, such as the ceiling panel attachment to the ceiling structure, the structural integrity of the curved structure and the interior brick structure.

It is my recommendation, based on my limited assessment that the entire structure is in desperate need of repair. Due to the amount of water visibly absorbed by the structure, the entire stone structure from the arch spring points up should be dismantled and properly reset. The arch ceiling panels should be removed, the curved structure reviewed, and repaired as necessary and the panel be reinstalled. The limestone arch entablature should also be dismantled and reset.

Respectfully Submitted,

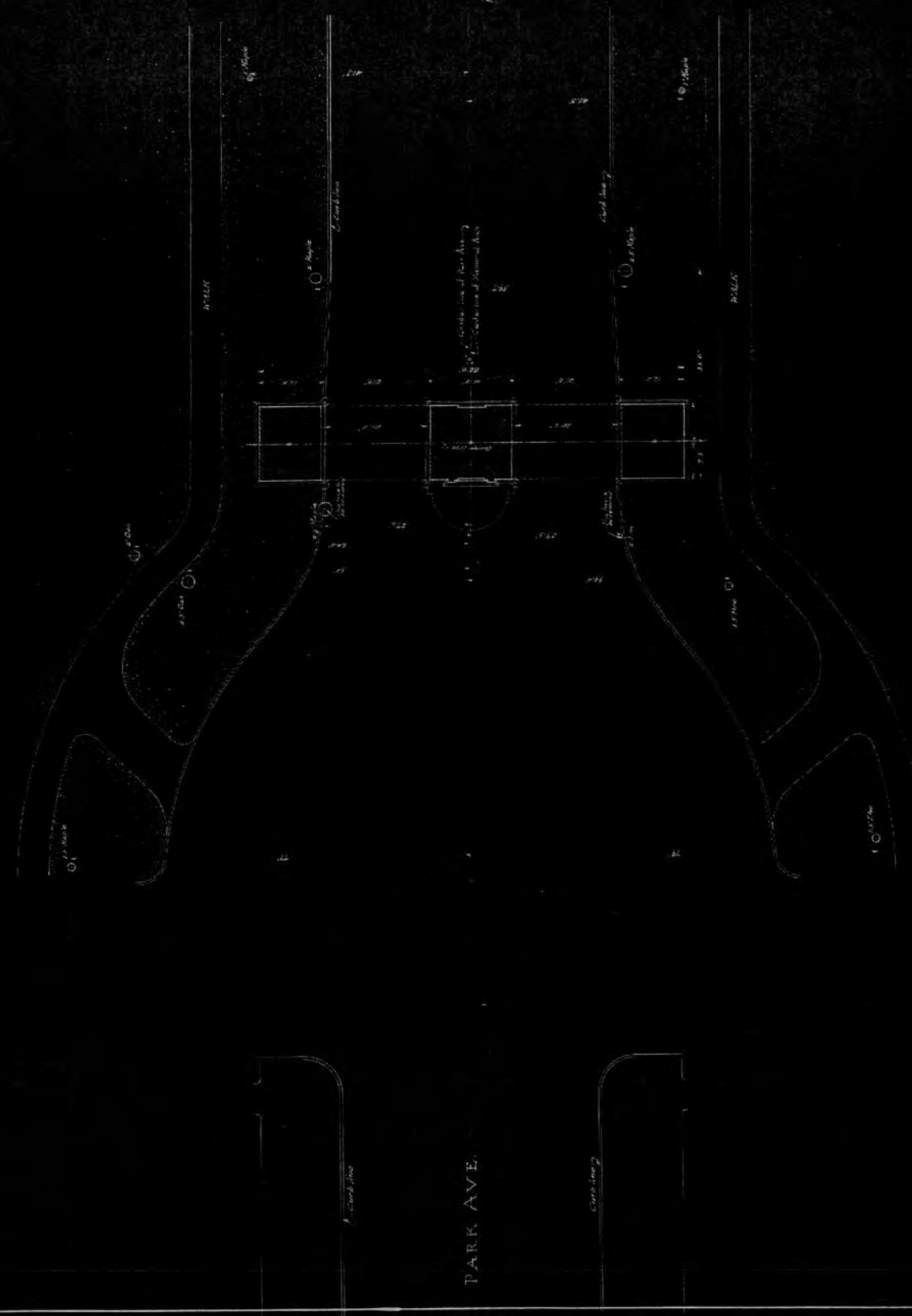
Cuoco Structural Engineers, LLC



Nic Cuoco, PE, SE, SECB
Principal



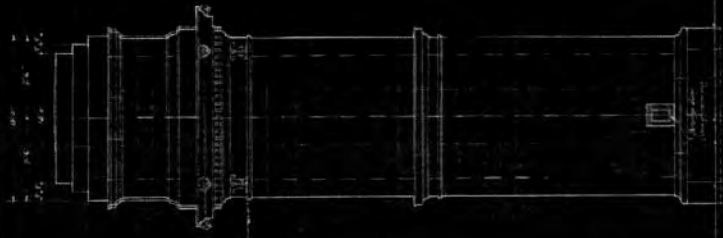
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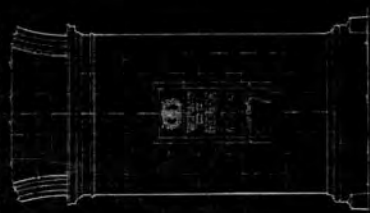
SITE OF PERRY MEMORIAL ARCH
 SEASIDE PARK - BRIDGEPORT - CONN.
 Scale one eighth inch equals one foot.
 Sheet No. 1

ARCHITECT
 BRIDGEPORT, CONN.

C. C. 1905

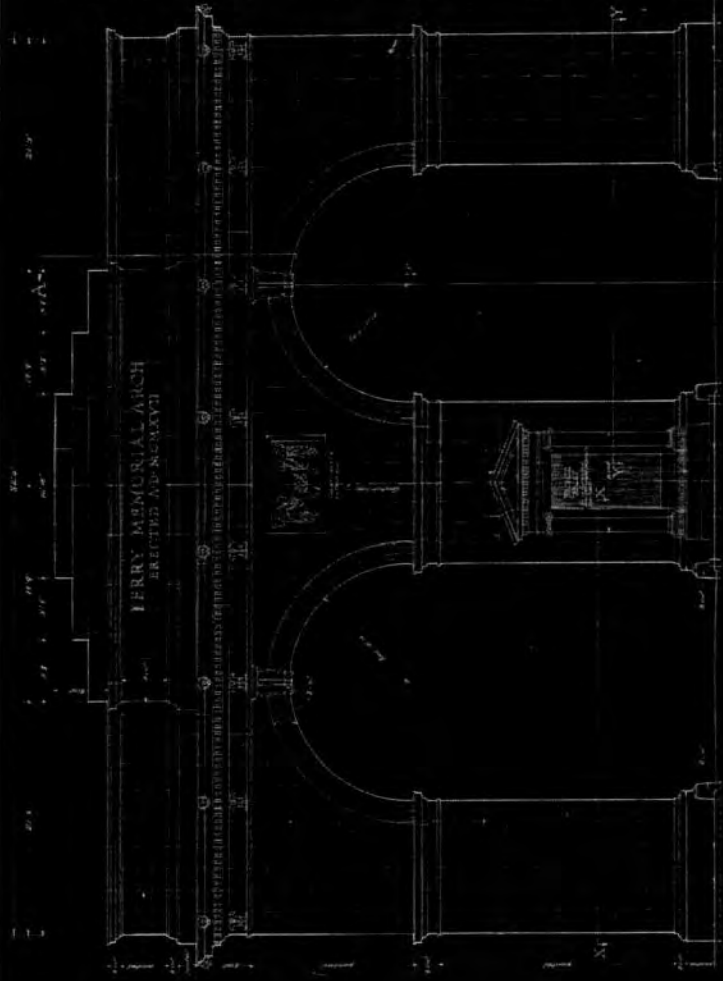


REAR ELEVATION
OF CENTRAL PIER

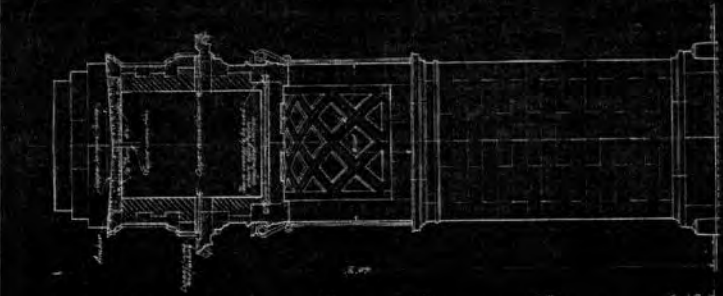


REAR ELEVATION
OF CENTRAL PIER

(As shown in the perspective drawing on page 11)



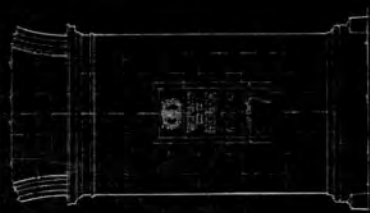
FRONT ELEVATION



SECTION
AA

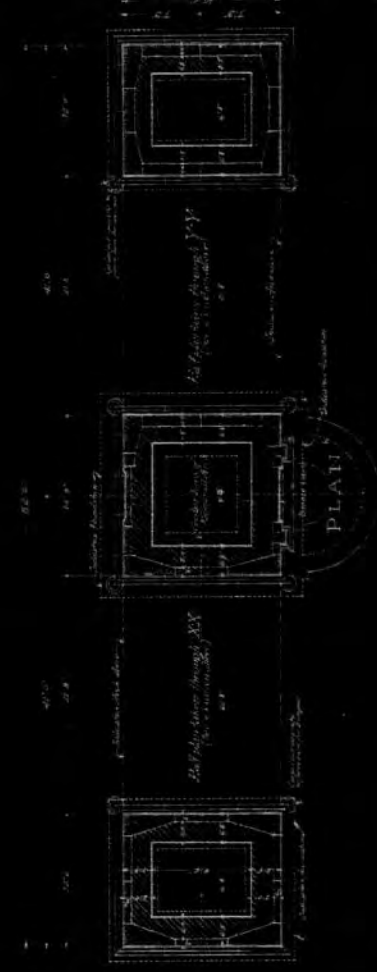


SIDE ELEVATION



REAR ELEVATION
OF CENTRAL PIER

(As shown in the perspective drawing on page 11)



PLAN

PERRY MEMORIAL ARCH
 Erected in honor of
 SEASIDE PARK - BRIDGEPORT - CONN.
 HENRY BAGCH ARCHT. 101 PARK AVENUE NEW YORK
 Scale 1/8" = 1'-0"
 Sheet 1192

Revised Nov 23, 1916



TRANSVERSE SECTION
THROUGH CENTER

LONGITUDINAL SECTION
THROUGH CENTER



PLAN ABOVE CORNICE
TAKEN AT Z-Z

PERRY MEMORIAL ARCH
 to be erected at the site of the
 SEASIDE PARK - BRIDGEPORT - CONN.
 HENRY BACON ARCHT. 107 PARK AVE. NEW YORK
 Scale 1/8" = 1'-0"
 Sheet No. 5

Revised Nov. 25, 1916.

700-5191

Via Hand Delivery

March 27, 2019

EXHIBIT B

Mr. Steve Hladun
Special Projects Coordinator
Department of Public Purchases
Margaret E. Morton Government Center - 2nd Floor
999 Broad St.
Bridgeport, Connecticut 06604

Re: Perry Memorial Arch (PKX 128193)
Condition Assessment and Repair Design
WJE No. 2019.1111.0

Dear Mr. Hladun:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to provide the City of Bridgeport Department of Parks and Recreation the following proposal to perform a condition assessment and provide repair design and construction administration services for the repair/restoration of the Perry Memorial Arch located Bridgeport, Connecticut. Our proposal has been prepared based upon your Request for Qualifications, the pre-bid walkthrough conducted on February 20, 2019, subsequent bid addenda, and our experience with similar projects. This proposal includes a brief summary of our project understanding, our qualifications and project team, proposed scope of work, and compensation for our services.

Project Understanding

The Perry Memorial Arch serves as the main point of entry to Seaside Park and is inspired by ancient Roman architecture with a unique double-arch form. The arch was constructed in 1918 as a memorial to William Hunt Perry and was designed by Henry S. Bacon of New York, and built by the Sperry and Treat Company of New London, Connecticut. The arch is listed as a contributing monument to Seaside Park which was added to the National Register in 1982. Over the course of its life the arch has undergone assessments and repair/restoration projects, with the most recent assessment being conducted by Cuoco Structural Engineers and summarized in a report dated July 30, 2010. This report suggests potential structural issues with the arch and recommended an extensive repair project. Since this 2010 assessment and report, no additional significant repair efforts have been made and the City is now seeking a new assessment and repair design to restore the arch and preserve its historical significance. This assessment and repair design is intended to be sensitive to the historic nature of the arch and its purpose as a memorial, while also ensuring its structural integrity and prolonging its durability/lifespan.

Relevant Project Experience

WJE has extensive experience in the assessment and repair design of historic masonry structures, and has worked with various municipalities and state agencies within Connecticut. A list and description of relevant similar projects are included as Appendix A to this proposal.

Headquarters & Laboratories—Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Honolulu | Houston | Indianapolis | Los Angeles | Minneapolis | New Haven
New York | Philadelphia | Pittsburgh | Portland | Princeton | Raleigh | San Antonio | San Francisco | Seattle | South Florida | Washington, DC

WJE Qualifications

Our Firm

WJE is a nationally-recognized firm of architects, engineers, and materials scientists dedicated to providing practical, innovative, and technically sound solutions to problems in both new and existing structures. Since our founding in 1956, we have successfully evaluated and developed repair, rehabilitation and restoration designs for buildings and structures involving virtually every conceivable construction material, structural system, and architectural component. WJE combines state-of-the-art laboratory and testing facilities, nationwide offices, and knowledge sharing systems to provide solutions for the built world. With a current staff of more than 680 professionals and technical experts located in 26 offices/annexes nationwide, WJE completes approximately 7,000 projects annually for building owners, property managers, developers, insurance companies, universities, law firms, and government agencies. WJE has the resources to respond to virtually any problem, and offers a wide range of technical services and expertise in virtually all aspects of design and construction technology. Attached as Appendix B are profiles outlining our local office and companywide capabilities that are relevant to this project.

Experience gained from the investigation of thousands of distressed structures, together with extensive in-house laboratory testing capabilities, permits WJE to offer superior professional services in the evaluation of existing structures. WJE provides field and laboratory investigation, testing and instrumentation, materials conservation studies, structural analysis, repair and preservation design, and construction phase services. WJE project team members regularly work on complex projects under demanding time schedules and budget constraints, and have a history successful performance on a wide range of projects. The depth of expertise of the WJE professional staff provides a resource base that can be drawn upon as needed to meet specific project requirements and schedules. Quality control is assured through a consistent technical review and checking process applied to each project.

Our in-house Materials Science and Engineering Division provides consulting services based on field and laboratory studies of construction materials using chemical analysis and petrographic examination. The materials staff includes recognized experts on construction materials such as stone, brick, terra cotta, architectural and structural concrete, tile, metals, wood, glass, coatings, membranes, mortars and sealants, setting beds, and adhesives. In-house materials testing includes a wide range of capabilities through a laboratory complex at the WJE Northbrook, Illinois headquarters. These services assure readily available in-house support for our historic preservation and materials conservation projects.

WJE project personnel are nationally-recognized leaders in the field of historic preservation, with special expertise on historic building materials, properties, and technical preservation solutions. Past project experience includes many studies, investigations, and construction projects for local landmarks as well as National Register and National Historic Landmark properties. WJE preservation architects and engineers have extensive experience working within federal preservation guidelines and standards and regularly utilize the Secretary of the Interior's Standards as a basis for preservation and repair design. WJE preservation personnel are also experienced in working with preservation review entities, including the NYC Landmarks Preservation Commission, the National Park Service, State Historic Preservation Agencies and Advisory Councils, municipal government agencies, and non-profit review entities. Our clients for historic preservation projects have included the National Park Service, U.S. Department of State, Department of the Navy, General Services Administration, National Trust for Historic Preservation, and many universities, institutions, and other public and private clients.

Our Methodology and Approach

WJE projects typically involve multiple disciplines, including several disciplines provided in-house by WJE. For other services, WJE works closely with our project team sub-consultants. From the project team members whose resumes are included in this submittal, and other staff professionals as required for specific projects, a project team will be established to carry out the work of each assignment. WJE has coordinated the work of a wide range of disciplines ranging from civil, mechanical, and electrical engineers, through architectural designers, lighting designers, and industrial hygienists.

WJE intends to self-perform the condition assessment and repair design for this work, including aspects related to structural engineering, roofing/waterproofing, and historic preservation/restoration. WJE will engage a sub-consultant to provide the required cost estimates and a contractor to provide assistance with access and creating/repairing investigation openings. Coordination with sub-consultants and subcontractors will be performed by the WJE project manager. At this time, it is not clear if an Industrial Hygienist (IH) will be a required part of the project team. If an IH is required to test and identify potentially hazardous materials and provide remediation specifications, we anticipate this consultant will be directly engaged by the City of Bridgeport. Costs associated with an IH have been excluded from this proposal.

Our Team

Joseph Bukovec of WJE's New Haven office will serve as the Project Manager and point of contact for the City of Bridgeport. Mr. Bukovec is a Professional Engineer and specializes in the assessment and restoration of historic masonry structures. He will be joined by Ms. Tiffani Simple, a Registered Architect and historic preservation specialist of the New York City office, and Mr. Jaret Lynch, a Professional Engineer and manager of the New Haven office as the primary individuals responsible for the condition assessment and repair design. Resumes of the above personnel and firm literature are included in Appendix A. In addition to the professionals included above, the resources and knowledge of the entire company are available as needed and will be utilized as necessary throughout the duration of the project.

Scope of Professional Services

Task 1 - Condition Assessment and Preliminary Recommendations

WJE will perform a visual assessment of the arch structure and its components, including; stone veneer, underlying masonry structure where visible from the interior, roofing/waterproofing components, and architectural masonry elements. The structure will be observed with binoculars and telephoto equipment as well as representative close-up, hands-on observations via an aerial lift. The visual assessment will identify and quantify readily visible localized failures such as cracking, spalling, or other deterioration, which will be documented with annotated drawings and photographs. In addition to the conditions identified in the visual assessment, the close-up survey would also provide information on hidden delaminations which are not readily visible on the surface. The intent of this assessment is to identify items requiring repair, restoration, or stabilization.

Following our assessment we will provide a brief narrative with our recommended scope of repairs, including the indication of items that we recommend be expedited or temporarily stabilized prior to the

more thorough restoration project. Included with this scope of recommended repairs, we will provide an opinion of cost to implement the recommended repairs.

To perform this task, WJE will require the assistance of a subcontractor and aerial lift to provide access at the exterior and interior of the arch structure. Costs associated with the subcontractor have been included with this proposal.

Task 2 - Testing and Analysis

Based on our findings with our initial assessment (Task 1), WJE will perform additional testing and analysis in the form of investigative probe openings, material sampling and laboratory testing, and structural calculations to further assess the condition of the structure and its existing materials. This testing and analysis is intended to further understand the existing structure and materials, and to help inform our construction documents in the implementation of an appropriate and historically sensitive repair strategy.

Probe Investigation

WJE will select several probe locations to be opened by a contractor for investigation. The location of these openings will be selected during our initial visual survey, and will likely include openings to expose various concealed structural elements or architectural details and the removal of materials or assemblies for laboratory testing. At this time we assume that approximately four (4) probes will be opened during our investigation.

Material Sampling and Laboratory Testing

Material specimens extracted from the building during our probe investigation will be sent to WJE's Janney Technical Center for laboratory testing. The microscopic, chemical, and physical testing of the masonry will be used to identify material and assembly properties which is beneficial for the restoration work. Some of the laboratory procedures typically used to evaluate these materials include:

- Petrographic microscopy to assess material characteristics of the masonry and mortar to determine the nature and severity of deterioration. This information will assist in determining durability, potential remaining life span and appropriate cleaning and repair techniques.
- Additional laboratory analysis of the masonry and mortar may be conducted based on the findings of the investigation and initial laboratory analysis. Additional analysis may include physical testing such as water absorption, and/or mechanical testing, including the use of X-ray diffraction (XRD), and scanning electron microscopy (SEM).

Structural Calculations

Using the information gathered during our condition survey and probe investigation, we will conduct a structural analysis of select structural elements to determine the estimated capacity of the existing structure at the observed locations. Our analysis will focus on critical elements, and will take into account the level of deterioration that was observed during our survey. The analysis will inform an assessment of the overall condition and stability of the existing structural systems, as well as potential repairs or retrofits that may be necessary to stabilize and strengthen the arch.

During this task, we will require the assistance of a subcontractor to provide access, create/repair investigation openings, and assist with material sampling. Costs associated with this subcontractor have been included with this proposal; however, costs associated with an IH to identify and address potentially

hazardous materials have been excluded. It is anticipated that the City of Bridgeport will engage an independent IH to assist with this work.

Task 3 - Construction Documents

Upon completion of Tasks 1 and 2, WJE will prepare Construction Documents to implement our recommended scope of repairs. These documents will include plan drawings, elevations, necessary repair details, relevant technical specifications, and a bid form. We will also incorporate front end specifications/documents into the project manual as they are provided to us by the City Construction Management Services Division. These documents will be sufficient for soliciting bids from qualified contractors and obtaining necessary permits for construction. Our drawings will be signed and sealed by either an Architect or Professional Engineer licensed in the State of Connecticut for permitting however, costs associated with permits are excluded from this proposal.

Additionally, we will follow-up the issuance of our Construction Documents with a third party cost estimate and construction schedule based on our drawings. This cost estimate will be prepared by an independent cost consultant and is intended for informational and budgeting purposes for the City of Bridgeport. Please be aware that the construction schedule will be anticipated by our experience with similar work, however the ultimate schedule will be established by others and is subject to conditions beyond our control.

Task 4 - Construction Administration

Upon issuance of the bid documents, WJE will provide consulting services throughout the bid and construction phases of the project. These services are anticipated to include the following:

Bid Period Services

- Attendance at one pre-bid walk-through with prospective bidders and the City of Bridgeport
- Response to contractor's questions and preparation of necessary addenda to the bid documents
- Review of the contractor bids
- Attendance at up to two scope review meetings

Construction Period Services

- Review of contractor submittals, shop drawings, and mock-ups, including up to one re-submission of rejected submittals
- Review of contractor Requests for Information (RFIs)
- Review of contractor payment applications
- Approximately 2 site visits per week for the duration of the construction period. For the purposes of this proposal we have assumed a 6-month construction period. Following the selection of a contractor, WJE may request an adjustment to our contract value based on the expected construction duration and the required level of our involvement during the construction phase.
- Attendance at weekly project team meetings
- Weekly site visit reports for the duration of the construction period.
- Punchlist preparation and final project closeout

Task 5 - Closeout

Upon completion of the construction, WJE will prepare as-built documents and provide a closeout manual including relevant photos, descriptions of work performed, and methods used through the repair/restoration process.

Compensation

WJE proposes to complete the *Scope of Services* described above for a lump sum fee as indicated on the attached Bid Form (sealed under separate cover). All services will be performed in accordance with the attached *Terms and Conditions for Professional Services*, or a mutually agreeable contract between WJE and the City of Bridgeport. Additional services that may be requested by the City of Bridgeport can be completed upon written direction from our Client on a time-and-expense basis in accordance with the hourly rates in affect at the time work is completed.

Thank you for this opportunity to offer our services and expertise on your behalf. Should questions arise during your review of our proposed scope of work, we would welcome the opportunity to discuss these with you.

If you agree to the above terms, please return a signed copy of this proposal via email (jbukovec@wje.com) as authorization to proceed. If you require any modifications to this document, we would be pleased to consider those changes and revise our scope of services accordingly.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Joseph Bukovec, PE
Senior Associate and Project Manager



Tiffani Simple, RA
Senior Associate

Agreed and Approved:

Name: _____ (please print)

Signature: _____

Title: _____

As Agent or Principal For: _____

Date: _____

Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

1. Independent Contractor. WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

2. Performance. The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

3. Client Duties. In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

4. Safety. Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

5. Compensation and Expenses. Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at \$0.60 per mile. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed at cost plus 10 percent and invoiced as

an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

6. Termination. Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

7. Reports, Drawings, and Work Product. WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

8. Environmental Hazards. Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and hold WJE harmless from any claims relating to the actual or alleged

existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

9. Dispute Resolution. Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

10. Successors and Assigns. These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

11. Insurance. WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

12. Indemnity. To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

13. Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the Project, or these Terms, from any cause or causes whatsoever,

including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

14. Third-Party Beneficiaries. Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

15. Laboratory or Material Testing Services. Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

16. Entire Agreement. These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

17. Severability. If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.



EDUCATION

- Rensselaer Polytechnic Institute
 - Bachelor of Science, Civil Engineering, 2005

PRACTICE AREAS

- Facade Assessment
- Historic Preservation
- Testing and Instrumentation
- Leakage Investigation
- Roofing and Waterproofing
- Construction Administration
- Repair and Rehabilitation Design
- Structural Evaluation

REGISTRATIONS

- Professional Engineer in CT
- LEED Accredited Professional (Building Design and Construction)
- Registered Roof Observer
- Society of Professional Rope Access Technicians - Level I Rope Access Technician

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- U.S. Green Building Council

CONTACT

jbukovec@wje.com
510.428.2907
www.wje.com

EXPERIENCE

Joseph Bukovec has participated in facade assessments, historic preservation, and structural assessments for a variety of building types. Many of his projects have included site investigations, analysis, repair design, production of construction documents, and construction observation services. Mr. Bukovec has also performed water leakage investigations, air and water infiltration testing, and roof uplift testing.

Prior to joining WJE in 2008, Mr. Bukovec worked for Whiting-Turner Contracting Company as an engineer and was involved with the management of large-scale construction projects. Mr. Bukovec's responsibilities included constructability reviews, value engineering analysis, construction observation, quality control, and contract administration.

REPRESENTATIVE PROJECTS

Facade Assessment

- 205 Church Street - New Haven, CT:
Condition assessment and restoration of masonry facade
- Yale University, Laboratory for Epidemiology and Public Health - New Haven, CT: Condition assessment, repair, and cleaning of limestone facade
- Yale University, Yale Health Center - New Haven, CT: Construction observation and troubleshooting of building envelope components

Testing and Instrumentation

- Quinnipiac University, Crescent Residence Hall - Hamden, CT: High-voltage integrity testing of new single-ply roof assembly
- ESPN Building C - Bristol, CT: FM Global 1-52 uplift testing of new roof assembly
- Yale University, Yale Health Center - New Haven, CT: Air and water infiltration testing of building envelope components

Roofing and Waterproofing

- Yale University, West Campus, A42 Building - West Haven, CT: Design and construction observation of low-slope roof replacement
- Archbold Building, Choate Rosemary Hall - Wallingford, CT: Design and construction observation of slate roof replacement

Structural Evaluation

- Major Retail Chain - Various Locations: Field inspection, analysis, and repair observation of steel bar joists
- St. John the Baptist - Hoboken, NJ: Structural assessment, analysis, and repair design of timber-framed roof trusses

Tiffani Simple | Senior Associate



EDUCATION

- Rensselaer Polytechnic Institute
 - Bachelor of Architecture, 2008
- University of Pennsylvania
 - Master of Science, Historic Preservation, 2010

PRACTICE AREAS

- Historic Preservation
- Building Envelope Assessment
- Architectural Conservation
- HABS and HAER Documentation
- Materials Evaluation and Research
- Repair and Rehabilitation Design

REGISTRATIONS

- Architect in NY

PROFESSIONAL AFFILIATIONS

- Association of Preservation Technology (APT)
- National Trust for Historic Preservation (NTHP)

CONTACT

tsimple@wje.com
212.760.2540
www.wje.com

EXPERIENCE

Tiffani Simple specializes in architectural investigations and historic preservation. She has been involved in a variety of projects from full condition surveys to the design and implementation of repairs. Ms. Simple has worked with a variety of building materials, including masonry, brick masonry, terra cotta, concrete, wood, stucco, and architectural plaster finishes.

Before joining WJE, Ms. Simple worked as a preservation architect and project manager in New York City. She was responsible for all aspects of project development from initial site evaluations through construction document preparation, bidding and negotiation, and construction administration.

REPRESENTATIVE PROJECTS

Historic Preservation

- Grand Central Terminal - New York, NY: Condition survey, restoration design development and construction, and administration of Guastavino tile vaults *
- Hudson View Gardens - New York, NY: Condition survey and restoration design development of the exterior of thirteen historic Tudor-style buildings *
- New York Public Library - New York, NY: Condition survey of interior plaster ceiling and landmarks preservation submission for fountain restoration

Building Envelope Assessment

- 270 West 38th Street - New York, NY: Condition survey, restoration design development, and construction administration of brick masonry and terra cotta structure *

Architectural Conservation

- Park Avenue Armory - New York, NY: Condition survey, restoration design development, and construction administration of architectural finishes and plaster ceiling conservation *

Materials Evaluation and Research

- Durham Castle - Durham, England: Condition survey, research and materials evaluation of the castle's sandstone masonry, and restoration recommendations for World Heritage Site structure *

Repair and Rehabilitation Design

- Coindre Hall Boathouse - Huntington, NY: Condition survey and design development of rehabilitation for a historic boathouse listed on the National Register of Historic Places
- First Battery Armory - New York, NY: Condition survey, restoration design development, and construction administration of a rehabilitated armory listed on the National Register of Historic Places *

* Indicates with previous firm(s)



EDUCATION

- Rensselaer Polytechnic Institute
 - Bachelor of Science, Civil Engineering, 2000
- University of Illinois at Urbana-Champaign
 - Master of Science, Structural Engineering, 2002

PRACTICE AREAS

- Difficult Access Inspection
- Facade Assessment
- Failure Investigation
- Historic Preservation
- Repair and Rehabilitation Design
- Structural Analysis/Computer Modeling
- Structural Evaluation
- Testing and Instrumentation

REGISTRATIONS

- Professional Engineer in CT and NY

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)
- Structural Engineers Association of New York (SEAoNY)

CONTACT

jlynch@wje.com
 203.944.9424
 www.wje.com

EXPERIENCE

Since joining WJE as a structural engineer in 2002, Jaret Lynch's project experience has included facade condition assessments of historic buildings and churches, structural analysis and repair design, and testing of masonry, curtain walls, and windows. He has also performed facade condition assessments using industrial rope access techniques.

During his graduate studies, Mr. Lynch served as a research assistant, contributing to the Mid-America Earthquake Center project ST-6 funded by the National Science Foundation. This research included the testing of full-scale unreinforced masonry piers under seismic loading. Mr. Lynch also led his schools' American Institute of Steel Construction/American Society of Civil Engineers steel bridge teams to the national competition level.

REPRESENTATIVE PROJECTS

Difficult Access Inspection

- Yale University, Hall of Graduate Studies - New Haven, CT: Condition assessment of brick masonry
- Yale University, Harkness Tower - New Haven, CT: Condition assessment of stone masonry
- Veterans Administration Hospitals: Condition assessments of various hospital buildings

Facade Assessment

- 205 Church Street - New Haven, CT: Condition assessment and restoration of masonry facade
- Yale University, Laboratory for Epidemiology and Public Health - New Haven, CT: Condition assessment, repair, and cleaning of limestone facade

Failure Investigation

- 100 Summit Lake Drive - Valhalla, NY: Investigation of glass atrium damaged by tornado
- Columbia University, Lenfest Hall - New York, NY: Investigation of cladding failure
- R.C. Lee High School - New Haven, CT: Investigation of shear cracking of concrete girders

Historic Preservation

- New York Life Building - NY: Condition assessment and repair of limestone cladding
- Yale University, Sterling Memorial Library - New Haven, CT: Condition assessment of leaded glass windows and masonry facade

Structural Analysis/Computer Modeling

- Argonaut Building - New York, NY: Glass storefront engineering
- 444 Madison Avenue - New York, NY: Structural analysis for cooling tower replacement and lobby renovations

Structural Evaluation

- Major Restaurant Chain: Inspection, analysis, and repair of roof trusses
- Major Retail Chain: Inspection, analysis, and monitoring of roof framing

Testing and Instrumentation

- Capital Preparatory Magnet School - Hartford, CT: Full-scale load testing of concrete floor joists
- Citicorp Building - New York, NY: Load testing of suspended scaffold anchorages
- Health Services Center: Air and water infiltration testing of building envelope



WJE NEW HAVEN

Solutions for the Built World



Founded more than half a century ago, Wiss, Janney, Elstner Associates, Inc. (WJE), is an interdisciplinary engineering, architecture, and materials science firm specializing in delivering practical, innovative, and technically sound solutions across all areas of new and existing construction. WJE combines state-of-the-art laboratory and testing facilities, nationwide offices, and knowledge sharing systems to provide solutions for the built world.

OUR SERVICES

- Engineering
- Forensics
- Structural evaluation
- Facade assessment
- Roofing and waterproofing
- Failure and disaster response
- Historic preservation
- Repair and rehabilitation
- Peer review and commissioning
- Bridge engineering
- Earthquake engineering
- Materials evaluation and research
- Testing and instrumentation
- Fire protection engineering

OUR APPROACH

As materials, technologies, and structures change, our fundamental philosophy remains the same: developing better solutions based on an accurate diagnosis of each structure's unique problem.

OUR PEOPLE

WJE's New Haven office, teamed with more than 700 employees nationwide, has the resources to respond to virtually any problem, with expertise in all aspects of construction technology. The firm's engineers, architects, and materials scientists are supported by technicians who are experts in testing and instrumentation. WJE's understanding of structural behavior and the performance of materials is enhanced by experience gained from more than 125,000 projects worldwide.

OUR RESOURCES

Our Janney Technical Center laboratory and testing facility is one of the nation's largest privately owned construction-based testing laboratories; it enables WJE to provide reliable answers to questions about construction systems, components, and materials. No firm is more qualified to break new ground in finding practical, innovative, and technically sound solutions.



WJE ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS



NEW HAVEN REPRESENTATIVE PROJECTS

- Choate Rosemary Hall – Carl Icahn Center for Science
Wallingford, CT
Water Leakage Investigation and Repair Design
- Yale University – Harkness Tower
Condition Assessment and Restoration
New Haven, CT
- Yale Center for British Arts
New Haven, CT
Building Envelope Assessment and Storefront Restoration
- University of Connecticut – Starr Hall Tower, Hosmer Hall, and Chase Hall
Hartford, CT
Facade, Window, and Roof Restoration
- Quinnipiac University Health Professions Center
North Haven, CT
Roof Integrity Testing
- Wesleyan University – Freeman Athletic Center
Middletown, CT
Pulley System Condition Assessment
- Xerox Corporate Headquarters
Stamford, CT
Roof Assessment and Repair Design
- University of New Haven – Dodds Hall
West Haven, CT
Facade Assessment, Design, and Restoration
- Greentree – The Whitney Estate
Manhasset, NY
Various Assessment, Design, Restoration, and Litigation Consulting Service
- Congregation Beth Israel
West Hartford, CT
Building Envelope Assessment and Repair Design
- Yale University – Peabody Museum of Natural History
New Haven, CT
Consulting Services and Laboratory Testing
- Hartford Insurance Group North Plaza Building
Hartford, CT
Building Envelope Assessment and Repair Design

WJE NEW HAVEN

2 Trap Falls Road
Suite 502
Shelton, CT 06484
203.944.9424



AMERICAS

- | | | | |
|-----------|--------------|------------------------|---------------|
| Atlanta | Detroit | New York | San Antonio |
| Austin | Honolulu | Northbrook (Global HQ) | San Diego |
| Boston | Houston | Philadelphia | San Francisco |
| Chicago | Indianapolis | Pittsburgh | Seattle |
| Cleveland | Los Angeles | Portland | South Florida |
| Dallas | Minneapolis | Princeton | |
| Denver | New Haven | Raleigh | |

EUROPE

- London

Condition Evaluation



- Visual survey and condition assessment
- Documentation of existing conditions and scope of damage
- Laboratory and field testing of materials
- Assessment and evaluation of in-service performance
- Service life assessments
- Repair recommendations
- Cost estimating and capital reserve studies
- Prepurchase/presale assessments

Better solutions come from a better understanding of the problems. When presented with a new challenge, the first objective is to establish a baseline. WJE draws upon decades of experience to accurately decipher the conditions present and determine how they may contribute to present or future problems. WJE applies the lessons learned from over 125,000 projects to provide clients with a full picture of their structure's or component's condition. From visual assessments to complex service life modeling studies, WJE provides clients the answers they need.

From on-site surveys to field and laboratory testing, WJE takes a hands-on approach to condition evaluation. Our professionals utilize traditional access methods, such as lifts and swing stages, as well as rope access techniques and drone technology to visually assess structures of all sizes and configurations. With the use of data-collection tools—such as WJE Plannote[®], a tablet-based proprietary software application—WJE efficiently collects and annotates inspection data and shares those findings in real-time with other team members, who work to organize and analyze the information.

When additional information is needed, materials samples or building elements can be tested in the field or in WJE's in-house laboratories. Using state-of-the-art testing equipment and laboratories, WJE professionals can determine everything from a material's elemental composition and construction type to a component's load capacity or cause of failure.

Based on a thorough understanding of a structure's condition, WJE develops technically sound and tailored recommendations.





SERVICE PROFILE

Condition Evaluation

REPRESENTATIVE PROJECTS

- Amoco Building (now Aon Center) - Chicago, IL: Distressed marble panel investigation
- Bridge of the Americas - Panama City, Panama: Condition evaluation of major truss bridge using rope access techniques
- Gateway Arch - St. Louis, MO: Corrosion investigation of the stainless steel skin and interior
- Mathematics Tower and Science and Engineering Library - Columbus, OH: Investigation of masonry distress and evaluation of water management systems
- Miami-Dade County Courthouse - Miami, FL: Condition evaluation of historic terra cotta facade
- NBC Tower - Chicago, IL: Condition survey and visual inspection of roofing
- New York Public Library - New York, NY: Comprehensive evaluation of exterior for restoration
- The Pennsylvania State University, Old Main - University Park, PA: 3-D photogrammetry inspections of building facade using drones
- Port of Houston - Houston, TX: Development of manual for condition evaluation of port assets and execution of inspections of piers, wharfs, and other harbor-side structures
- Ritz-Carlton - San Francisco, CA: Facade and roofing condition evaluation
- Washington Monument - Washington, D.C.: Condition evaluation of earthquake damage using rope access techniques





SERVICE PROFILE

Repair and Rehabilitation



- Repair and rehabilitation design
- Preparation of construction documents and specifications
- Review and analysis of bids
- Construction contract administration services
- Construction management
- Design-build for repair and rehabilitation
- Special inspections and testing services
- Engineering criticality assessment and fitness-for-service
- Nonlinear finite element analysis

From historic cathedrals to modern skyscrapers, structures of all types require maintenance and periodic repair and rehabilitation. Clients rely on WJE's multidisciplinary approach for trusted repair and rehabilitation services. WJE engineers, architects, and materials scientists leverage the knowledge gained from completing more than 125,000 assignments to provide clients with solutions to their most challenging architectural, structural, and materials problems.

WJE professionals are skilled at preparing clear and effective repair and rehabilitation designs based on a sound understanding of the client's budgetary and schedule restraints as well as the project's technical challenges. WJE professionals deliver practical repair and rehabilitation services that maximize the structure's useful life while minimizing overall costs.

WJE experts can tap into the firm's collective experience and specialized laboratory services in the Janney Technical Center and WJE's regional laboratories in Austin, Texas, and Cleveland, Ohio, to deliver innovative repair solutions.



WJE | ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS



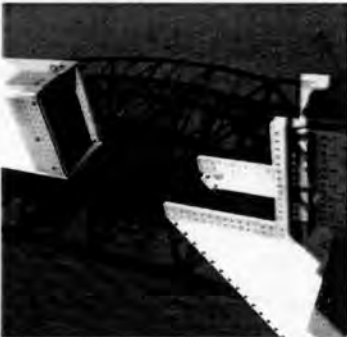


SERVICE PROFILE

Repair and Rehabilitation

REPRESENTATIVE PROJECTS

- Aloha Stadium - Honolulu, HI: Condition assessment and planning study
- American Museum of Natural History - New York, NY: Rehabilitation design
- Castlewood Canyon Bridge - Franktown, CO: Structural repair
- Fenway Park - Boston, MA: Seating bowl repairs
- Hard Rock Hotel (Carbide and Carbon Building) - Chicago, IL: Restoration design
- Hotel Palomar (Architects Building) - Philadelphia, PA: Exterior envelope repairs
- John F. Kennedy Center for the Performing Arts - Washington, D.C.: Investigation and preservation/rehabilitation design
- Lyndon Baines Johnson Library and Museum - Austin, TX: Plaza repair design
- MD Anderson Cancer Center - Houston, TX: Recladding design
- Miami-Dade County Courthouse - Miami, FL: Repair design
- Perry's Victory & International Peace Memorial - Put-in-Bay, OH: Investigation and restoration design
- State Bar of California Building - San Francisco, CA: Strengthening design
- Trinity Towers Apartments - San Francisco, CA: Repair design
- Virginia Governor's Mansion - Richmond, VA: Restoration plans



Historic Preservation



- Historic, technical, and materials research
- Condition surveys
- Difficult access assessment
- Materials conservation analysis
- Restoration master plans
- Historic structure reports
- HABS and HAER documentation
- National Register nomination
- Contract documents for preservation
- Construction observation

Working within established preservation guidelines and standards, WJE architectural, structural, and conservation professionals balance the need to provide practical, long-term solutions with the ability to sensitively conserve a structure's historic fabric. From planning and investigation through implementation, no firm is better qualified to respond to the technical and aesthetic needs of significant historic structures.

Historic buildings and structures are a tangible link to our past. From private owners to large institutions and government agencies, clients worldwide trust WJE to preserve their historic properties for generations to enjoy. WJE preservation professionals have extensive expertise in the repair and conservation of a wide range of historic construction materials and building systems. Using sophisticated testing and materials analysis techniques, WJE professionals apply the science of preservation to develop appropriate and innovative solutions to restore historically significant properties.





SERVICE PROFILE

Historic Preservation

REPRESENTATIVE PROJECTS

- Alcatraz Guardhouse and Sally Port and Alcatraz Barracks (Visitor Center) - Alcatraz Island, San Francisco, CA: Stabilization and seismic strengthening
- Ford Motor Company Building - Indianapolis, IN: Exterior facade restoration consulting
- Gateway Arch - St. Louis, MO: Corrosion and materials conservation study and historic structure report
- Hispanic Society of America - New York, NY: Roof replacement
- Marin County Civic Center - San Rafael, CA: Roofing system replacement
- Martin Luther King Jr. Memorial Library - Washington, D.C.: Building enclosure consulting services in support of renovation and expansion
- Miami Marine Stadium - Virginia Key, FL: Structural restoration
- Missouri State Capitol - Jefferson City, MO: Exterior stone assessment, repair design, and construction administration services
- Pennsylvania State University, Old Main - University Park, PA: Exterior condition assessment and rehabilitation
- SMUD Headquarters Building - Sacramento, CA: Historic preservation consulting for full envelope restoration
- Wyoming State Capitol Building - Cheyenne, WY: Exterior stone assessment, repair design, and construction phase services





PROJECT PROFILE

Hearthstone Castle at Tarrywile Park

Structural Condition Assessment | Danbury, CT



CLIENT

Carow Architects Plus

BACKGROUND

Hearthstone Castle at Tarrywile Park was constructed in the latter half of the 1890s by E. Starr Sanford, a partner in a prominent New York photography firm of the time. The structure is a medieval-style castle, built on top of a hillside in what is now part of Tarrywile Park. The castle has been owned by four different parties, the most recent of which is the City of Danbury.

Water leakage through the roof was reportedly an ongoing problem for the previous owners. Attempts to repair the roof were largely inadequate causing significant damage at the third floor and roof framing. Although interior shoring was installed by the City, much of the interior structure of the castle has collapsed within the past decade. The exterior masonry walls and chimneys are still standing, and they now bear the weight of the collapsed building materials. The eastern portion of the castle and its veranda is supported by a lengthy stone retaining wall.

SOLUTION

Before and during the assessment, WJE reviewed existing documentation regarding the castle. WJE completed a condition assessment of the masonry walls, piers, and associated structure and performed a detailed assessment of the castle and retaining wall. Observations were taken from outside the castle and by looking through window openings in the exterior walls. Ladders were used to reach the upper levels of the exterior walls; high-powered binoculars were used to survey higher elevations and areas that were deemed unsafe to enter.

WJE presented the City of Danbury with a detailed report of their findings. These findings will be used by the City of Danbury to determine if the structure is salvageable.



WJE ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS



PROJECT PROFILE

New York Public Library

Investigation and Exterior Restoration | New York, NY



CLIENT

New York Public Library

BACKGROUND

The NYPL was designed by New York architects John Mervin Carrère and Thomas Hastings, winners of a design competition in 1897. The library, which opened in 1911, was built using 530,000 cubic feet of Vermont marble, making it one of the largest marble buildings in the United States. In addition to its significance as one of the world's leading research institutions with over four millions volumes, the library is considered a masterpiece of the Beaux-Arts architectural style and was designated as a National Historic Landmark in 1965 and a New York City Landmark in 1967.

A century of exposure to acid rain, diesel exhaust, and pigeon guano had left the exterior of the New York Public Library (NYPL) in need of extensive restoration. The building's carved marble architectural elements and fine art sculptures were deteriorated, the Tiffany bronze windows and grilles were oxidized, the roofs were damaged, and the brilliant white Vermont marble facade had lost its sparkle. WJE was selected to design and oversee cleaning and repairs of the library in anticipation of the building's 100th anniversary celebrations.

SOLUTION

WJE's engineers, architects, and material scientists began with an exhaustive survey of the building's marble facade, sculptures, windows, doors, roofs, and plazas. In all, they documented over 7,000 instances of stone deterioration, including damage to some of the building's prominent architectural features such as the Corinthian columns, lion head keystones, and scroll modillions. Prior to the repair phase, WJE conducted field trials and laboratory tests of treatments and cleaning techniques, channeling this research into the development of a range of repair options for the client's consideration. WJE then prepared contract documents and provided ongoing field support throughout the restoration.

The project team was honored to receive multiple awards in recognition of the restoration, including the Lucy G. Moses Preservation Award from the New York Landmarks Conservancy, the Excellence in Historic Preservation Award from the Preservation League of New York State, and an AIA New York State Design Award.





PROJECT PROFILE

Lake Forest Cemetery Archway

Condition Assessment | Lake Forest, IL



CLIENT

City of Lake Forest

BACKGROUND

The Lake Forest Cemetery arch is a thirty-foot-tall freestanding Gothic-style limestone structure that spans the entrance road to the cemetery. A smaller separate passage to the side allows pedestrian access. The arch includes wrought iron gates across the roadway and at the pedestrian passage.

The City of Lake Forest retained WJE to perform a condition assessment of the arch to determine the cause of extensive deterioration.

SOLUTION

A visual inspection of the arch from grade revealed numerous cracked and open mortar joints; heavy efflorescence near grade level; spalled stone, with particularly severe damage at grade adjacent to the asphalt road surface; displaced stone units, including the stone to which the wrought iron gate is attached; and biological growth. Based upon the concentration of distress near grade level, WJE was able to identify inadequate drainage and rising damp as the primary causes of the deterioration.

Accordingly, WJE issued repair recommendations to replace the road paving adjacent to the arch and install perimeter drainage. WJE also recommended that the heavily corroded wrought iron gates be removed, sandblasted off site, refinished with a three-coat paint system, and reinstalled. Finally, numerous shallow spalls adjacent to mortar joints were determined to be the result of an inappropriate prior repointing involving mortar that was too hard and too thin, resulting in stress concentrations at the outer surface of the stone. Therefore, WJE also recommended repointing all mortar joints and recarving the spalled stone surfaces to match the original texture.



WJE ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS



EXPERIENCE LIST

National Register of Historic Places Projects

2600 WATERGATE EAST

Washington, D.C.

- Collapse Investigation

30TH STREET STATION

Philadelphia, PA

- Roof evaluation and bronze door restoration
- North recessed parapet evaluation and facade restoration

ANDERSONVILLE NATIONAL HISTORIC SITE

Andersonville, GA

- Historic Resource Study

ARDEN MODJESKA HISTORIC PARK

Silverado, CA

- Guest cottage structural stabilization

ARKANSAS STATE CAPITOL

Little Rock, AR

- Exterior facade assessment and consulting

ARLINGTON NATIONAL CEMETERY

Arlington, VA

- Investigation of limestone, marble, and mortar deterioration and construction document development for columbarium
- Consulting services for fountain investigation and repair

AUDITORIUM BUILDING

Chicago, IL

- Exposed metal structures inspection

BOSTON ATHENAEUM

Boston, MA

- Facade ordinance inspection, exterior envelope survey, balustrade repairs, interior monitoring, and leakage investigation

CHARLES R. JONAS FEDERAL BUILDING

Charlotte, NC

- Preservation renovation of core and shell and cultural resource assessment
- Condition assessment and design review services

CHARLES PINCKNEY NATIONAL HISTORIC SITE

Sullivans Island, SC

- Historic Structures Report

CADILLAC PLACE

Detroit, MI

- Inspection for modified partition hazards
- Structural and waterproofing construction period services
- Flagpole assessment and analysis

CHIEF VANN HOUSE

Chatsworth, GA

- Conditions assessment report

COSMOS CLUB

Washington, D.C.

- Visual condition assessment of five structures

EDGAR COUNTY COURTHOUSE

Paris, IL

- Condition assessment of building envelope

FALLINGWATER

Mill Run, PA

- Leakage investigation

FARNSWORTH HOUSE

Plano, IL

- Construction administration and preservation services

FINNEY CHAPEL (OBERLIN COLLEGE AND CONSERVATORY)

Oberlin, OH

- Condition assessment

FORT PICKENS (GULF ISLANDS NATIONAL SEASHORE)

Pensacola Beach, FL

- Historic Structures Reports

FORT PULASKI

Savannah, GA

- Historic Structures Report for visitor center

FORT SAM HOUSTON – AABEL HALL

Fort Sam Houston, TX

- Terrace leakage investigation

FORT SMITH NATIONAL HISTORIC SITE

Fort Smith, AR

- Historic Structure Report for Frisco Station

GAINES HALL

Atlanta, GA

- Architectural and engineering administration construction services



EXPERIENCE LIST

National Register of Historic Places Projects

GATEWAY ARCH NATIONAL PARK

St. Louis, MO

- Close-up inspection and testing of arch skin
- Corrosion investigation
- Jefferson National Expansion Memorial construction period services
- Jefferson National Expansion Memorial design services floor replacement of north and south grounds overlook staircases

GUILFORD COURTHOUSE NATIONAL MILITARY PARK

Greensboro, NC

- Historic Structures Reports for Hoskins House and Coble Barn

GULF ISLANDS NATIONAL SEASHORE

Pensacola Beach, FL

- Historic Structures Report for Batteries Cullum and Sevier military installations

HARBOR SQUARE

Washington, D.C.

- Historic Structures Report for Batteries Cullum and Sevier military installations

HARRY S TRUMAN NATIONAL HISTORIC SITE

Independence, MO

- Historic Structures Report for Batteries Cullum and Sevier military installations

HORSESHOE BEND NATIONAL MILITARY PARK

Daviston, AL

- Historic Resource Study

HOTEL MONACO

Chicago, IL

- Consulting services during historic facade restoration and repair

ILLINOIS EXECUTIVE MANSION

Springfield, IL

- Preservation and restoration services

JOHN W. MCCORMACK FEDERAL BUILDING

Boston, MA

- Building masonry repair

LIBERTY AVENUE BRIDGE

Pittsburgh, PA

- Fire damage investigation

LINCOLN TOMB (OAKRIDGE CEMETERY)

Springfield, IL

- Evaluation of gilding

MACY'S STATE STREET

Chicago, IL

- Investigation of beam deterioration in pedestrian tunnel
- Investigation of plaster issues and vibration monitoring of Tiffany ceiling
- Assessment and repair of flagpole anchorages
- Window repairs, facade inspection, and roofing leakage investigation

MARTIN LUTHER KING, JR. NATIONAL HISTORIC SITE

Atlanta, GA

- Historic Structure Reports, Cultural Landscape Report, and Cultural Landscape Inventory

MILWAUKEE FEDERAL BUILDING AND COURTHOUSE

Milwaukee, WI

- Exterior envelope restoration consulting

MISSOURI STATE CAPITOL

Jefferson City, MO

- Exterior stone renovation and rehabilitation design and construction services

NEBRASKA STATE CAPITOL

Lincoln, NE

- Paint failure analysis

NEW YORK LIFE BUILDING

New York, NY

- Elevator retrofit, terra cotta leaf analysis, and biannual tunnel inspection

NICODEMUS NATIONAL HISTORIC SITE – A.M.E. CHURCH

Nicodemus, KS

- Rehabilitation design services for foundation and building exterior

OCMULGEE NATIONAL MONUMENT

Macon, GA

- Roof assessment for visitor center

OLD DALLAS HIGH SCHOOL

Dallas, TX

- Investigation of historical structural elements

OLD SOUTH CHURCH

Boston, MA

- Limited facade inspection



EXPERIENCE LIST

National Register of Historic Places Projects

PERRY'S VICTORY AND INTERNATIONAL PEACE MEMORIAL

Put-in-Bay, OH

- Condition assessment of seawall
- Repointing of memorial column
- Cultural Landscape Report and environmental assessment
- Upper plaza failure restoration analysis

PLAINS HIGH SCHOOL (JIMMY CARTER NATIONAL HISTORIC SITE)

Plains, GA

- Cultural Landscape Report

PLAZA HOTEL

El Paso, TX

- Facade assessment and peer review services

PULLMAN NATIONAL MONUMENT

Chicago, IL

- Architectural and construction administration services

RECONSTRUCTION ERA NATIONAL MONUMENT

Beaufort, SC

- Historic Structures Report for Darrah Hall and the Old Firehouse

RHODE ISLAND OLD STATE HOUSE

Providence, RI

- Enclosure consulting and facade restoration

SAENGER THEATER

Biloxi, MS

- Enclosure consulting and facade restoration

SAN JACINTO BATTLEGROUND

La Porte, TX

- Geological and dioxin investigation
- Structural assessment of reflection pool

SEARS CROSSTOWN

Memphis, TN

- Review of canopy sign loading and banner design and detailing

SAINT ELIZABETHS HOSPITAL (DEPARTMENT OF HOMELAND SECURITY)

Washington, D.C.

- Design and construction administration services for buildings and security fence
- Limited shoring and waterproofing designs
- HABS documentation

PENNSYLVANIAN ROTUNDA

Pittsburgh, PA

- Terra cotta evaluation

TUSKEGEE AIRMEN NATIONAL HISTORIC SITE

Tuskegee, AL

- Historic Resource Study and Historic Structures Reports

UNITY TEMPLE

Oak Park, IL

- Truss failure assessment at new

UNITED STATES NAVAL ACADEMY

Annapolis, MD

- Building envelope assessment of Halsey Field House

WALNUT PARK PLAZA

Philadelphia, PA

- Facade ordinance inspection, facade repair design, and cast stone studies

WASHINGTON NATIONAL CATHEDRAL

Washington, D.C.

- Stone damage and stability assessment
- Construction period services
- Emergency engineering services during wind event and scaffold collapse

WRIGLEY FIELD

Chicago, IL

- Caretaker's house shoring
- Evaluation of marquee framing
- Preservation peer review services

WASHINGTON STATE CAPITOL

Olympia, WA

- West campus exterior cladding assessment and repair

WATERGATE HOTEL

Washington, D.C.

- Window replacement consulting services

WILSON COUNTY COURTHOUSE

Floresville, TX

- Structural engineering services

WYOMING STATE CAPITOL

Cheyenne, WY

- Cornice netting anchorage design



EXPERIENCE LIST

Masonry Projects

100TH STREET BUS DEPOT

New York, NY

- Masonry collapse investigation

1855 FOLSOM

San Francisco, CA

- Brick veneer, concrete, and masonry investigation, seismic evaluation

ANHEUSER-BUSCH NEWARK BREWERY

Newark, NJ

- Masonry investigation

BATTELL CHAPEL

New Haven, CT

- High elevation exterior masonry and slate roofing repairs

BLACKSTONE HOTEL

Chicago, IL

- Masonry facade restoration

BON SECOURS HOSPITAL

Grosse Pointe, MI

- Masonry repairs

BRC AT BAYVIEW

Baltimore, MD

- Brick masonry collapse investigation and emergency response services

B.W. PICKETT EQUINE CENTER

Fort Collins, CO

- Investigation of masonry wall cracking

CENTENNIAL COMPLEX

Laramie, WY

- Masonry walls and roofing investigation

CITY OF LONE TREE

Lone Tree, CO

- Investigation of brick deterioration on masonry fence
- Review of depositions and discussions with attorneys

DEAL LAKE TOWER

Asbury Park, NJ

- Brick masonry facade and balcony condition assessment

ERNEST COCKRELL JR. HALL

Austin, TX

- Masonry investigation

FANEUIL HALL MARKETPLACE

Boston, MA

- Moisture intrusion and repair recommendations
- Roof and masonry leakage investigation

FBI ACADEMY BUILDINGS

Quantico, VA

- Exterior masonry investigation

FIRST PLYMOUTH CONGREGATIONAL CHURCH

Lincoln, NE

- Evaluation of cracking in exterior masonry walls at organ towers

FORT CUSTER

Augusta, MI

- Investigate masonry problems
- Litigation

GLAXO-SMITH-KLINE COLLEGE CAMPUS

Collegeville, PA

- Masonry assessment

GOLFVIEW DEVELOPMENTAL CENTER

Des Plaines, IL

- Evaluation of CMU masonry cracking

HARMON COVE TOWERS

Secaucus, NJ

- Investigation of water leakage problems at high rise brick masonry building

HAROLD WASHINGTON PUBLIC LIBRARY

Chicago, IL

- Brick masonry and stone repairs

HILLCREST TOWERS SENIOR CENTER

Fayetteville, AR

- Masonry investigation

HOLY NAME CATHEDRAL

Chicago, IL

- Masonry modifications

HOTEL CHISCA

Memphis, TN

- Condition survey and repair design for historic masonry building

HUNTINGTON HOTEL

San Francisco, CA

- Masonry repairs

HUNTSVILLE PRISON

Huntsville, AL

- Masonry wall evaluation



EXPERIENCE LIST

Masonry Projects

JESSE BROWN VA MEDICAL CENTER BUILDING

Chicago, IL

- Investigate masonry and concrete cracking

KING COUNTY COURTHOUSE

Seattle, WA

- Masonry cladding rehabilitation documents

LAKE POINT TOWER

Chicago, IL

- Masonry repairs to the base building

MANHATTANVILLE BUS DEPOT

New York, NY

- Investigation of masonry facade

MEDICAL CENTER OF THE ROCKIES

Loveland, CO

- Masonry investigation at curtain wall perimeter

MINNESOTA POWER - BOSWELL ENERGY CENTER

Cohasset, MN

- Laboratory studies of masonry cores

NORFOLK STATE UNIVERSITY

Norfolk, VA

- Investigation of displaced brick masonry

OHIO STATE UNIVERSITY MATH TOWER

Columbus, OH

- Consulting for repair design of distressed masonry facades

OLD SOUTH CHURCH

Boston, MA

- Masonry facade restoration and construction period services

ORTHOPEDIC ASSOCIATES

Flower Mound, TX

- Investigation of efflorescence on brick masonry facade and litigation support

Q CENTER BUILDING

St. Charles, IL

- Drawings for sealant and masonry repairs for Building Q1, Building B and Fox River Ballroom

ROBERT A. YOUNG FEDERAL BUILDING

St. Louis, MO

- Envelope design phase

RUPERT, FRANKLIN & LINCOLN ELEMENTARY SCHOOLS

Pottstown, PA

- Investigation of exterior masonry, flashing, and roofing

SALVATION ARMY RAILTON

St. Louis, MO

- Masonry facade stabilization

SPELMAN COLLEGE, SISTERS CHAPEL

Atlanta, GA

- Masonry and plaster evaluation

SWEDISH HEALTH - CHERRY HILL EAST TOWER

Seattle, WA

- Facade and masonry repair design services

TEXAS TECH UNIVERSITY

Lubbock, TX

- Architectural building masonry distress and leakage

TRIAD CENTER

Salt Lake City, UT

- Masonry distress and plaza leakage investigation and repair

UNIVERSITY OF CONNECTICUT

Storrs, CT

- South campus masonry repairs for Wilson, Rosebrooks, Snow Halls

UNIVERSITY OF MICHIGAN EAST HALL, BUILDING # 166

Ann Arbor, MI

- Investigation and repair of masonry cornice

VIDA NUEVA PRESBYTERIAN CHURCH

Chicago, IL

- Investigation of masonry wall and bow string truss

WASHINGTON SQUARE BUILDING

Washington, D.C.

- Evaluation of exterior masonry walls

WASHINGTON UNIVERSITY IN ST. LOUIS - KNIGHT CENTER

St. Louis, MO

- Exterior masonry investigation

WESTERN CONNECTICUT STATE UNIVERSITY

Danbury, CT

- Higgins Hall roofing and masonry facade assessment

YALE UNIVERSITY, DURFEE HALL

New Haven, CT

- Masonry investigation, repair, and rehabilitation services



EXPERIENCE LIST

National Park Service Projects

PENSACOLA LIGHTHOUSE

Pensacola, FL

- Condition assessment

ANDERSONVILLE NATIONAL HISTORIC SITE

Andersonville, FL

- Cultural Landscape Inventory

PERRY'S VICTORY AND INTERNATIONAL PEACE MEMORIAL

Put-in-Bay, OH

- Investigation, repair design, and construction documents

CAPE HATTERAS LIGHTHOUSE

Outer Banks, NC

- Historic Structures Report and structural assessment
- Preservation and instrumentation consulting for structural move

GATEWAY ARCH

St. Louis, MO

- Corrosion and materials conservation consulting for preservation
- Historic Structure Report

NICODEMUS NATIONAL HISTORIC SITE

- Historic Structures Report and preservation architecture and engineering services for stabilization of First Baptist Church

GOOD FELLOW YOUTH CAMP

Indiana Dunes National Lakeshore

- Historic Structures Report/Cultural Landscape Report and consulting services for environmental assessment

NOLAND HOUSE, HARRY S TRUMAN NATIONAL HISTORIC SITE

Independence, MO

- Historic Structure Report and stabilization design, construction documents, and construction phase services

RASPBERRY ISLAND LIGHTHOUSE, APOSTLE ISLANDS NATIONAL LAKESHORE

Bayfield, WI

- Historic Structure Report and restoration construction documents

UNION BUILDING

Keweenaw National Historical Park, MI

- Investigation and rehabilitation consulting

CAPE LOOKOUT LIGHTHOUSE, CAPE LOOKOUT NATIONAL SEASHORE

NC

- Cultural Landscape Report

RATTE-HOFFMAN HOUSE

Ste Genevieve, MO

- Condition assessment

GEORGE ROGERS CLARK MEMORIAL

Vincennes, IN

- Waterproofing consultation

LA FLESCHÉ PICOTTE HOSPITAL

Waltham, NE

- Condition assessment

PATEE HOUSE MUSEUM

St Joseph, MO

- Condition assessment

ISAAC MILES BARN, HERBERT HOOVER NATIONAL HISTORIC SITE

West Branch, IA

- Condition assessment and structural analysis

WEAVER HOUSE

Bloomfield, IA

- Condition assessment

SAN FRANCISCO MARITIME NATIONAL HISTORICAL PARK,

San Francisco, CA

- Rehabilitation of Amphitheater Buildings

ALAN BIBLE VISITOR CENTER

Lake Mead, NV

- LEED Silver Renovation of Visitor Center

JACK LONDON STATE HISTORIC PARK

Glen Ellen, CA

- Cultural Landscape Report and limited structural survey

GOLDEN GATE NATIONAL RECREATION AREA

San Francisco, CA

- Upgrade of Infrastructure and emergency radio system

REQUA AREA DECONSTRUCTION AND SITE RESTORATION, REDWOOD NATIONAL AND STATE PARKS

CA

- Environmentally responsible demolition and restoration of natural landscape

EVERGLADES NATIONAL PARK

FL

- Cultural Landscape Inventory

NINETY SIX NATIONAL HISTORIC SITE

Ninety Six, SC

- Cultural Landscape Report

KENNESAW MOUNTAIN NATIONAL BATTLEFIELD

Marietta, GA

- Cultural Landscape Inventory



EXPERIENCE LIST

National Park Service Projects

CARLSBAD CAVERNS NATIONAL PARK

Carlsbad, NM

- Corrosion investigation of elevator framing

GOLDEN GATE NATIONAL RECREATION AREA

Marin, CA

- Seismic rehabilitation of eighteen building foundations at Fort Cronkhite

LOGAN CREEK BRIDGE

Glacier National Park, MT

- Structural investigation and repair recommendations

MESA VERDE NATIONAL PARK BUILDINGS 67 AND 68,

Mesa Verde National Park, CO

- Structural rehabilitation

VICKSBURG NATIONAL MILITARY PARK

Vicksburg, MS

- Cultural Landscape Report

PORTSMOUTH VILLAGE, CAPE LOOKOUT NATIONAL SEASHORE NC

- Cultural Landscape Report

VOLCANO HOUSE, VOLCANOES NATIONAL PARK

HI

- Investigation, structural analysis, and design development for seismic upgrade

MOLOKAI LIGHTHOUSE, KALAUPAPA PENINSULA

Molokai, HI

- Structural assessment

WAWONA HOTEL

Yosemite National Park, CA

- Seismic and structural condition assessment and upgrade design

ALCATRAZ GUARD HOUSE AND CELL HOUSE

Alcatraz Island, CA

- Investigation, seismic upgrade, and repair

MANZANAR MESS HALL

Independence, CA

- Rehabilitation

VARIOUS BUILDINGS

Grand Teton National Park, WY

- Structural and seismic evaluation

STONES RIVER NATIONAL BATTLEFIELD

Murfreesboro, TN

- Cultural Landscape Report

VARIOUS BUILDINGS, KLONDIKE NATIONAL HISTORIC PARK

Skagway, AK

- Structural and seismic evaluation

PARK MUSEUM

Yosemite National Park, CA

- Seismic evaluation

PARADISE INN AND ANNEX

Mt. Rainier National Park, WA

- Peer Review of structural/seismic rehabilitation

BATTERY SPENCER, GOLDEN GATE NATIONAL RECREATION AREA

San Francisco, CA

- Investigation and repair recommendations

PIGTAIL BRIDGE, WIND CAVES NATIONAL PARK

SD

- Review of repair options for historic bridge

ALCATRAZ OFFICERS CLUB

Alcatraz Island, CA

- Stabilization design of ruins

RIDGE BATTERY POWERHOUSE

Fort Baker, Marin County, CA

- Structural engineering services

DINOSAUR NATIONAL MONUMENT

Dinosaur, CO

- Structural evaluation

PARK HEADQUARTERS, COW CREEK ADOBE

Death Valley National Park, CA

- Seismic upgrade

YOSEMITE RANGERS' CLUB

Yosemite National Park, CA

- Seismic upgrade

FORT MASON BUILDING 201, GOLDEN GATE NATIONAL PARK

San Francisco, CA

- Assessment and rehabilitation recommendations

FORT MASON TUNNEL, GOLDEN GATE NATIONAL PARK

San Francisco, CA

- Seismic evaluation

ASH MOUNTAIN WATER TANKS

Sequoia-Kings Canyon National Park, CA

- Geotechnical investigation



EXPERIENCE LIST

National Park Service Projects

ADMINISTRATIVE AND MAINTENANCE FACILITIES, ST. JOSEPH HALL

Salem, MA

- Seismic rehabilitation

DRAKESBAD GUEST RANCH

Lassen National Park, CA

- Seismic and structural evaluation services

UNION BUILDING

Keweenaw National Historical Park, Calumet, MI

- Roof restoration

PENNSYLVANIA STATE MEMORIAL

Gettysburg, PA

- Historic Structure Report

JEFFERSON DAVIS MONUMENT

Fairview, KY

- Investigation and concrete restoration

THOMAS EDISON NATIONAL HISTORIC SITE

Edison, NJ

- Historic concrete consulting

FRANKLIN DELANO ROOSEVELT MEMORIAL

Washington, D.C.

- Technical consulting on stone and waterproofing; design review and construction phase consulting

HOT SPRINGS BATHHOUSES

Little Rock, AR

- Condition assessment and repair recommendations

PERRY MEMORIAL ARCH STUDY & ASSESSMENT CITY OF BRIDGEPORT – PKB
SECTION 00412: RFQ/REQUEST FOR PRICE PROPOSAL FORM

GENERAL

PROPOSAL INSTRUCTIONS: Submit **FOUR SIGNED COPIES OF THIS POST RFQ REQUEST FOR PRICE PROPOSAL FORM** and associated documents provided in the Document in strict compliance with the **REQUEST FOR PRICE PROPOSAL**. Fill in all blanks; if not providing a price proposal on a specific package, enter "No Price Proposal". The City of Bridgeport reserves the right to reject incomplete bid forms.

PRICE PROPOSAL FROM:

NAME: Wiss, Janney, Elstner Associates, Inc.

STREET: 2 Trap Falls Rd.; Suite 502

CITY/STATE: Shelton, CT 06484

In signing this PRICE PROPOSAL, I agree that I have received all of the Bid Documents entitled dated in the Request for Proposal and any information provided therein after and dated as follows:

Addendum No.:	<u>1</u>	Dated:	<u>March 1, 2019</u>
Addendum No.:	<u>2</u>	Dated:	<u>March 8, 2019</u>
Addendum No.:	<u> </u>	Dated:	<u> </u>
Addendum No.:	<u> </u>	Dated:	<u> </u>

I have included the provisions of the above Documents and Addenda in my bid proposal. I have received and reviewed the RFQ/RFP Documents entitled "PERRY MEMORIAL ARCH STUDY & ASSESSEMENT", Bridgeport, CT, including the contract document with attached City of Bridgeport (City) Standard Terms and Conditions. I have also examined the project site.

FIRM NAME: Wiss, Janney, Elstner Associates, Inc.		
TASK	Description	Total Bid Price
1	SURVEY CONDITIONS ASSESSMENT & RECOMMENDATIONS INCLUDING COST ESTIMATE	\$22,500
2	TESTING – ANALYSIS –STRUCTURAL STUDY	\$19,750
3	CONSTRUCTION BID CONTRACT DOCUMENTS, PERMITTING, SCOPE OF WORK, PLANS & DRAWINGS	\$51,000
4	CONSTRUCTION ADMINISTRATION	\$120,000
5	POST CONSTRUCTION REVIEW & CLOSEOUT, DOCUMENTATION OF MEANS & METHODS AND RESTORATION PERFORMED	\$7,250
	CUMULATIVE TOTAL LUMP SUM:	\$220,500

TASK 1, 2, 3, 4, 5 BID:

I will furnish all services necessary to perform the work required for the Base Price Proposal for Tasks 1, 2, 3, 4, 5 in accordance with the documents and will take full payment as the Not-To-Exceed price of:

Two hundred twenty thousand five hundred Dollars (\$220,500)

(BIDDER: Fill in the amount in words and numbers. In cases of conflicts between words and numbers, words shall control.)

Please note here if you are applying for the award of (5) Additional points for Minority and Women-Owned Business Enterprises Joint Venture:

YES

MBE/WBE NAME: _____

MBE/WBE ADDRESS: _____

NO JOINT VENTURE

In submitting this price proposal, I agree as follows:

1. To hold open my bid for 180 days after bid opening.
2. To enter into and execute a contract, if awarded on the basis of this bid, according to the Agreement provided as part of this Request for Proposal.
3. To accomplish the work in accordance with the contract documents.
4. To begin work within five (5) calendar days of receipt of Notice to Proceed.
5. To substantially complete the Work within the Contract Time.

By submission of this price proposal, each proposer and each person signing on behalf of any Proposer certifies, and in case of a joint bid, each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The price in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law the prices which have been quoted in this bid have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL:

STATE OF CONNECTICUT, COUNTY OF _____ ss:

_____ being duly sworn says:
I am the person described in and who executed the foregoing bid, and the several matters therein stated are in all respects true and correct.

(Signature of Person Who Signed the Bid)

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public

My Commission Expires:

CONTINUED ON NEXT PAGE

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP:

STATE OF CONNECTICUT, COUNTY OF _____ ss:

_____ being duly sworn says:

I am a member of _____ the firm described in and which executed the foregoing bid. I subscribed the name of the firm thereto and on behalf of the firm, and the several matters therein stated are in all respects true and correct.

(Signature of Partner Who Signed the Bid)

Subscribed and sworn to before me this

_____ day of _____, 20__.

Notary Public

My Commission Expires:

CONTINUED ON NEXT PAGE

AFFIDAVIT WHERE CONTRACTOR IS A CORPORATION:

STATE OF CONNECTICUT, COUNTY OF New Haven ss:

Joseph Bulcover being duly sworn says:

I am the Senior Associate of the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at 24 Ridgewood Ave; North Haven, CT
I have knowledge of several matters therein stated, and they are in all respects true and correct.


(Signature of Corporate Officer Who Signed the Bid)

Subscribed and sworn to before me this

27th day of March, 2019.


Notary Public

Cheryl A Bunosso
Notary Public, State of Connecticut
My Commission Expires May 31, 2022

My Commission Expires:

END OF SECTION



ENGINEERING
ARCHITECTURE
CONSTRUCTION

Wiss, Janney, Elstner Associates, Inc.

2 Trap Falls Road, Suite 502

Shelton, Connecticut 06484

203.944.9424 tel | 203.944.6997 fax

www.wje.com

Via E-mail

July 31, 2019 (Revised August 19, 2019)

EXHIBIT C

Mr. Steve Hladun
Special Projects Coordinator
City of Bridgeport
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

Re: Perry Memorial Arch - Project Schedule
WJE No. 2019.1111.0

Dear Mr. Hladun:

Per our prior email and phone correspondence, below is our proposed schedule for the Perry Memorial Arch condition assessment and restoration project. As requested, this schedule is based upon Wiss, Janney, Elstner Associates, Inc. (WJE) receiving an executed contract on, or before, November 1, 2019. Changes and modifications to the scope of services and schedule described below will be mutually agreed upon by, and to the reasonable satisfaction of, WJE and the City of Bridgeport. Professional services provided by WJE as part of this project will be consistent with the usual Standard of Care for professional engineers on projects of this type.

- 11/1/2019 - 12/16/2019
 - WJE will perform a visual assessment of the arch structure and its components, including: stone veneer, underlying masonry structure where visible from the interior, roofing/waterproofing components, and architectural masonry elements. The structure will be observed with binoculars and telephoto equipment as well as representative close-up, hands-on observations via an aerial lift. The visual assessment will identify and quantify readily visible localized failures such as cracking, spalling, or other deterioration, which will be documented with annotated drawings and photographs. In addition to the conditions identified in the visual assessment, the close-up survey would also provide information on hidden delaminations which are not readily visible on the surface. The intent of this assessment is to identify items requiring repair, restoration, or stabilization.
 - **Deliverable:** Recommendations for emergency repairs and/or temporary stabilization (if necessary)
- 12/16/2019
 - **Deliverable:** WJE issues preliminary recommendations report and initial opinion of cost
 - Completion of WJE Proposal Task 1
- 12/17/2019 - 01/15/2020
 - Based on our findings with our initial assessment (Task 1), WJE will perform additional testing and analysis in the form of investigative probe openings, material sampling and laboratory testing, and structural calculations to further assess the condition of the structure and its existing materials. This testing and analysis is intended to further understand the existing structure and materials, and

Headquarters & Laboratories—Northbrook, Illinois

Atlanta | Austin | Boston | Chicago | Cleveland | Dallas | Denver | Detroit | Doylestown | Honolulu | Houston | Indianapolis | London | Los Angeles | Minneapolis
New Haven | New York | Philadelphia | Pittsburgh | Portland | Princeton | Raleigh | San Antonio | San Diego | San Francisco | Seattle | South Florida | Washington, DC

to help inform our construction documents in the implementation of an appropriate and historically sensitive repair strategy.

- **Probe investigation:** WJE will select several probe locations to be opened by a contractor for investigation. The location of these openings will be selected during our initial visual survey, and will likely include openings to expose various concealed structural elements or architectural details and the removal of materials or assemblies for laboratory testing. At this time we assume that approximately four (4) probes will be opened during our investigation.
- **Material sampling/Laboratory Testing:** Material specimens extracted from the building during our probe investigation will be sent to WJE's Janney Technical Center for laboratory testing. The microscopic, chemical, and physical testing of the masonry will be used to identify material and assembly properties which is beneficial for the restoration work.
- **Meeting:** Review preliminary recommendations and initial opinion of cost with City of Bridgeport to develop restoration plan and direction for construction documents.
- Completion of WJE Proposal Task 2
- 1/15/2020 - 3/17/2020
 - **Structural Analysis:** Using the information gathered during our condition survey and probe investigation, we will conduct a structural analysis of select structural elements to determine the estimated capacity of the existing structure at the observed locations. Our analysis will focus on critical elements, and will take into account the level of deterioration that was observed during our survey. The analysis will inform an assessment of the overall condition and stability of the existing structural systems, as well as potential repairs or retrofits that may be necessary to stabilize and strengthen the arch.
 - **Construction Documents:** Upon completion of Tasks 1 and 2, WJE will prepare Construction Documents to implement our recommended scope of repairs. These documents will include plan drawings, elevations, necessary repair details, relevant technical specifications, and a bid form. We will also incorporate front end specifications/documents into the project manual as they are provided to us by the City Construction Management Services Division. These documents will be sufficient for soliciting bids from qualified contractors and obtaining necessary permits for construction.
 - **Meeting:** Review progress set of drawings (approximately 75% completion) with City of Bridgeport to confirm scope of work and restoration recommendations
 - **Deliverable:** Completed set of Construction Documents
- 3/17/2020-4/1/2020
 - Prepare and review third party cost estimate
 - **Deliverable:** Construction cost estimate
 - Completion of WJE Proposal Task 3
- Dates TBD
 - Bid Period Services
- Dates TBD
 - Issue permit set of drawings/specifications
 - Construction administration services
 - Completion of WJE Proposal Task 4
- Dates TBD
 - Prepare as-builts and closeout documents
 - **Deliverable:** As-built drawing set
 - Completion of WJE Proposal Task 5

Thank you for the opportunity to work on this project and please do not hesitate to contact me should you have any questions or concerns.

Sincerely,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Joseph Bukovec
Senior Associate

Item # *151-18 Consent Calendar

Agreement concerning Operational Budget to Hire Independent Security Contractors for Municipal Security Services.



Report
of
Committee
on
Contracts

City Council Meeting Date: November 4, 2019

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

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

Date Signed: 11/8/19

RECEIVED
CITY CLERKS OFFICE
19 NOV 12 PM 12:27
ATTEST
CITY CLERK



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport:

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

Item No. *151-18 Consent Calendar

RESOLUTION

(Security Guards)

WHEREAS, the City recognizes the need to provide security at municipal locations, particularly its dually functioning city halls, to wit: 45 Lyon Terrace and 999 Broad Street (collectively the "Prime Locations"); and

WHEREAS, the City desires to provide said security through its use of retired police officers rather than contracting with outside companies; and

WHEREAS, the City is desirous of engaging Robert Bardos, Edward Erazmus, Alexie Ruiz, and George Silva Rodrigues as independent contractors to provide municipal security services, primarily at the Prime Locations; and

WHEREAS, Robert Bardos, Edward Erazmus, Alexie Ruiz, and George Silva Rodrigues are desirous of providing the municipal security services to the City under the terms and conditions as are set forth herein.

NOW, THEREFORE, the Bridgeport City Council does hereby authorize, ratify, and approve the contracts for the security guards, in the form substantially attached hereto, and that the Mayor, or the Director of Emergency Management and Homeland Security, subject to the approval of the Office of the City Attorney are hereby authorized to execute said contracts with the aforementioned security guards and other security guards as may be deemed appropriate for the security of the municipal buildings.

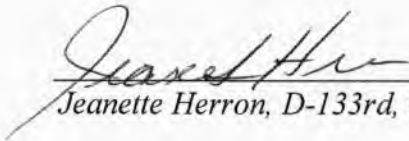


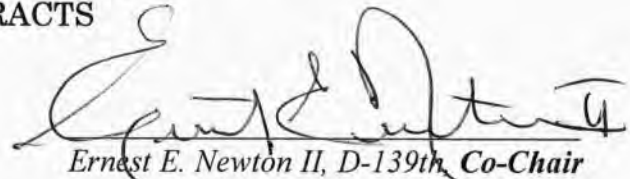
City of Bridgeport, Connecticut
Office of the City Clerk

Report of Committee on Contracts
Item No. *151-18 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
CONTRACTS

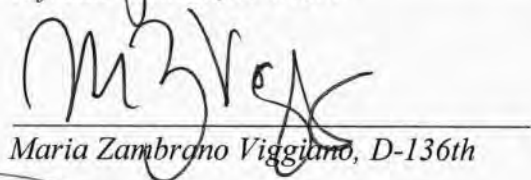

Jeanette Herron, D-133rd, Co-Chair


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-Daniccia, D-134th

City Council Date: November 4, 2019

MUNICIPAL SECURITY SERVICES AGREEMENT

(City of Bridgeport)

THIS AGREEMENT between the parties dated as of the ____ day of September 2019 (the "Agreement") is hereby entered into between _____, with a principal address of _____ (the "**Contractor**"), and **the City of Bridgeport**, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604, together with its Police Department and its Office of Emergency Management and Homeland Security (collectively the "**City**") on the following terms and conditions:

WHEREAS, the City recognizes the need to provide security at municipal locations, particularly its dually functioning city halls, to wit: 45 Lyon Terrace and 999 Broad Street (collectively the "Prime Locations"); and

WHEREAS, the City desires to provide said security through its use of retired police officers rather than contracting with outside companies; and

WHEREAS, the City is desirous of engaging _____ as an independent contractor to provide municipal security services, primarily at the Prime Locations; and

WHEREAS, _____ is desirous of providing the municipal security services to the City under the terms and conditions as are set forth herein.

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 provide municipal security services, such duties being more detailed and delineated in the statement of work attached hereto and made a part hereof as Exhibit A and such other tasks as the City may direct the Contractor to perform within the general scope of activities for which the Contractor is being engaged (the "**Services**"). The City's person responsible for all communications and direction shall be the Director of Emergency Management and Homeland Security, or his/her designee.

2. Term of Engagement. This Agreement shall commence as of _____, 2019 and shall continue in full force and effect, terminating on _____, 2020, 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. The Contractor shall serve an average of 20-40 hours per week during the Term, which may be periodically amended and the City's and the Contractors needs may required. Contractor acknowledges that at the outset of this Agreement, he/she had full decision and control over the shifts which he/she will perform the Services for the City. The Contractor shall maintain contemporaneous records of time devoted and tasks performed in

sufficient detail as may be requested by the City, which records shall be submitted to the City as may be directed during the Term.

4. Payment.

(a) **Contractor Fees.** The Contractor's fees shall be those invoiced and approved, at the rate of Seventeen (\$17.00) per hour, as may be apportioned for partial hours. The Contractor shall not invoice for, nor shall he/she be reimbursed for out of pocket expenses unless pre-approved, in writing, by the Director of Emergency Management and Homeland Security ("Contractor Fee").

(b) **Payment.** Contractor shall bill the City by invoice every two weeks. The City shall pay for each accepted invoice within 45 days of receipt of a complete invoice. Contractor shall send such invoices to the attention of: Scott Appleby, Director of Emergency Management and Homeland Security, 581 North Washington Avenue, Bridgeport, CT 06604.

(c) **Sole Remuneration.** Contractor acknowledges and represents that the services provided for hereunder do not represent his/her sole remuneration.

(d) **No Withholdings.** The Contractor is an independent contractor hereunder. Compensation paid pursuant to this Agreement shall not be subject to any withholding of income taxes or other governmental obligations. Contractor shall be solely responsible for the reporting and paying of any such taxes and shall indemnify and hold harmless the City from and against all liability for the withholding and payment of all federal and state income, or other applicable taxes.

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 may be relied upon by the City. All records of the Contractor relating to the performance of the Services under this Agreement shall be maintained for a period of seven (7) years and shall remain available for inspection by the City.

6. Proprietary Rights. It is not anticipated that the Contractor will develop or deliver to the City anything other than Services and the reports set forth therein. 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.

8. Noncircumvention. [INTENTIONALLY OMITTED]

9. 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.

10. Representations and Warranties.

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

(a) The Contractor represents that it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement. Any licensing requirements shall stay current throughout the Term of this Agreement.

(b) The Contractor represents that it can commence the Services promptly upon commencement of the Term and will complete the Services in a timely manner on a schedule that has been selected by the Contractor and approved by the City.

(c) 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.

(d) 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 treaties, laws, codes, rules, regulations, or contractual obligations with third parties, and is an enforceable obligation of the Contractor.

(e) 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.

(f) 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.

(g) The Contractor represents that it will perform the Services with that degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality ("Standard of Care").

(h) The Contractor represents that it possesses all licenses, permits, certifications and/or accreditations that may be required to perform the Services required by this Agreement and will maintain current licenses during the Term of this Agreement.

(i) The Contractor represents and warrants 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.

11. 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 in law or equity. In no event shall either party be responsible for the other parties' costs or expenses in the enforcement or defense of this Agreement or the Services to be provided hereunder, including but not necessarily limited to court costs or attorney's fees.

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 BY THE CONTRACTOR OF SECTION 6 ("PROPRIETARY RIGHTS") OR SECTION 7 ("CONFIDENTIAL INFORMATION"), NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL 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.

12. Notices & Claims. Notices required to be sent to either party hereby and any claims noticed or presented to Contractor are required to be sent to the City and 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 of Emergency Management and Homeland Security
City of Bridgeport Emergency Communication and Operation Center
581 North Washington Avenue
Bridgeport, Connecticut 06604

with a copy to:

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

If to the Contractor, at the address first written above.

13. 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. Contractor may terminate this Agreement without cause upon thirty (30) days written notice to the City. 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 only terminate for convenience upon thirty (30) days written notice. The City may terminate for convenience immediately upon giving written notice of termination.

14. 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, are subject to the following dispute resolution procedure:

- (a) **Initiation of Dispute Resolution Process.** In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this Agreement that a dispute continues to exist. The party giving such notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), 999 Broad Street, 2nd Fl., Bridgeport, CT 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.
- (b) **Court proceedings.** Either party may proceed to resolve a dispute, after exhausting subparagraph (a) above, in a Court of competent jurisdiction within the County of Fairfield, State of Connecticut.
- (c) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this Agreement in any dispute resolution or litigation involving a claim by another party that relates to the subject matter set forth in this Agreement and, reserves the additional right, if necessary or desirable in the City's sole determination, to join or implead the other party to this Agreement into such matter when doing so is deemed by the City to be in its best interests.

15. 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 all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the 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.

16. 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.

17. Indemnification; Insurance.

A. Indemnity for Claims Arising from the Provision of Professional Services

As it applies to Claims arising from the provision of the Contractor's professional services, Contractor shall indemnify and save harmless the City, the State of Connecticut and/or the Judicial Branch and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the negligent acts, errors or omissions, recklessness, or intentional wrongdoing of the Contractor, its employees, or subcontractors in connection with the Project, and/or under this Agreement. There is no duty to defend under this Section A indemnity obligation.

B. Indemnity for Claims Unrelated to the Provision of Professional Services

As it applies to Claims unrelated to the provision of the Contractor's services, i.e., automobile and general liability claims, Contractor shall defend, indemnify and save harmless the City, the State of Connecticut and/or its Judicial Branch and its officers and employees from any claims, damages, losses, litigation, expenses, reasonable counsel fees and personal injuries and/or property losses sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

C. Insurance requirements: (1) The following insurance coverage is required of the Contractor and it is understood that the Contractor will require other coverage from every contractor and subcontractor in any tier according to the work being performed and shall ensure that the City is named as additional insured with notice of cancellation in the same manner as required for insurance coverages required of the Contractor. 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 acceptable to 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, but outside the general Services requested hereunder, with limitations of a minimum \$1,000,000 per occurrence and \$300,000 property damage.

(b) General requirements. All policies shall include the following provisions evidenced by ACCORD certificate and endorsement:

Cancellation notice—The City shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the City at: Purchasing Agent, City of Bridgeport, 999 Broad Street, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance and endorsement delivered to the City and authorized and executed by the insurer as fully endorsed 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 and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents on all policies of primary and excess insurance coverages as additional insured parties 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 issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A + 15 financial ratings acceptable to the City. Such certificates shall designate the City in the following form and manner:

"The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Purchasing Agent
999 Broad Street
Bridgeport, Connecticut 06604".

18. Nondiscrimination.

a) 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, civil union 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.

b) To the extent that the Contract has employees which will be engage in the performance of the Services: (1) The Contractor agrees and warrants that in the performance of this Agreement such Contractor 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; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding, and each vendor with which such Contractor has a contract or understanding a notice to be provided by the Commission on Human Rights and Opportunities (hereafter "Commission") advising the labor union or workers representative of the Contractor's commitments under General Statutes Section 4a-60a and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of General Statutes Section 4a-60a and with each regulation or relevant order issued by said Commission pursuant to Section 46a-56 of the General Statutes; and (4) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts concerning the employment practices and procedures of the Consultant which relate to the provisions of sections 4a-60a and 46a-56 of the General Statutes.

19. Communications & Media Releases. All communications shall be made orally or in writing with The City of Bridgeport's Director of Emergency Management and Homeland Security. Any written report requested from the Contractor shall be sent in draft form for review prior to finalization. Contractor shall obtain prior approval from the City for all press releases, media advertisements, or any form of publicity or community awareness publication that alludes to this Agreement or the Services provided hereunder. The City's approval hereunder must be obtained from the Mayor's Public Safety or the City's Public Safety Spokesperson(s) ONLY.

21. 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 both parties.

(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) Excusable Delay. The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder, or is prevented or delayed from fulfilling its obligations, in spite of its employment of best efforts and due diligence, as a result of extreme weather conditions, natural disasters, catastrophic events, casualties to persons or properties, war, governmental preemption in a national emergency, enactment of law, rule or regulation or change in existing laws, rules or regulations which prevent any party's ability to perform its respective obligations under this agreement, or actions by other persons beyond the exclusive control of the party claiming hindrance or delay. If a party believes that a hindrance or delay has occurred, it shall give prompt written notice to the other party of the nature of such hindrance or delay, its effect upon such party's performance under this agreement, the action needed to avoid the continuation of such hindrance or delay, and the adverse effects that such hindrance or delay then has or may have in the future on such party's performance. Notwithstanding notification of a claim of hindrance or delay by one party, such request shall not affect, impair or excuse the other party hereto from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive, or cannot effectively be accomplished without the cooperation of the party claiming delay or hindrance. The occurrence of such a hindrance or delay may constitute a change in the scope or timing of service, and may result in the need to adjust the contract price or contract time in accordance with the terms of this Agreement.

(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, warranties and indemnifications contained herein shall survive the performance of this Agreement or its earlier termination.

(i) 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.

(j) Statutory Provisions.

SECTION 11: Nondiscrimination and Affirmative Action.

- (i) 1 1.1 The Grantee agrees to comply with each provision of Connecticut General Statutes SS 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes SS 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.
- (ii) 11.2 In accordance with Connecticut General Statutes S 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate or 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, intellectual disability, 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.
- (iii) 11.3 In accordance with Connecticut General Statutes S 4a-60(a)(1) 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, intellectual disability, 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.
- (iv) 1 1.4 In accordance with Connecticut General Statutes S 4a-60(a)(2) 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 CHRO.
- (v) 1 1.5 In accordance with Connecticut General Statutes S 4a-60a(a)(1) 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.
- (vi) 1 1.6 In accordance with Connecticut General Statutes SS 4a-60(a)(3) and 4a-60a(a)(2) 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 CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

- (vii) 11.7 In accordance with Connecticut General Statutes SS 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO 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 S 46a-56.
- (viii) 11.8 In accordance with Connecticut General Statutes S 4a-60(b) 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 or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes SS 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes S 46a-68b; and "Minority Business Enterprise" is defined in accordance with S 4a-60(e).
- (ix) 11.9 In accordance with SS 4a-60(h) and 4a-60a(c) 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 CHRO. 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 S 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 regarding a state contract, 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.
- (x) 11.10 For the purposes of this entire Nondiscrimination 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, and "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. For the purposes of this section, "Grant" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, (2) a quasi-public agency, as defined in Connecticut General Statutes S 1-120, (3) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes S 1-267i (4) the federal government (5) a

foreign government, or (6) an agency of a subdivision, state or government described in subdivision (1), (2), (3), (4) or (5) of this subsection.

SECTION 12: Executive Orders.

- (i) 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.
- (ii) 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.
- (iii) 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.

- (i) This section applies to those grantees, which are or will become responsible for conformance 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 OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

(k) Choice of Law. This Agreement shall be governed and construed under the laws of the State of Connecticut. Contractor expressly consents to the jurisdiction of the State and Federal Court's located in the State of Connecticut.

IN WITNESS WHEREOF, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, 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: _____

Accepted and agree:

CONTRACTOR

Date

Item # 160-18

Honorary Street Naming of Pearl Harbor Street as "Barbara and Stanley Powell Way" with appropriate signage.



**Report
of
Committee
on**

Public Safety and Transportation

City Council Meeting Date: November 4, 2019

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

PLEASE NOTE: Report Not Signed by Mayor

CITY CLERK'S OFFICE
19 NOV 25 11:09:45



City of Bridgeport, Connecticut

Office of the City Clerk

To the City Council of the City of Bridgeport.

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

Item No. 160-18

WHEREAS, Barbara and Stanley Powell were born in the hollow section of Bridgeport and both were educated in the Bridgeport Public School system; and

WHEREAS, Stanley enlisted in the military and served in the Korean War. Upon his return, he worked at local companies such as Jenkins Valve and Powell Insurance Agency; and

WHEREAS, Stanley was a dedicated member of VFW Post 9991, American Legion, and Elderado Club. Stanley was elected the first African American State Commander for the VFW. Upon completion of his term, he was elected the first African American to serve on National. Each year, the Veterans Affairs Council recognizes a deserving veteran with a plaque at the Memorial Day ceremony; and

WHEREAS, upon graduation, Barbara remained in Bridgeport and worked for local companies such as Kemvolt. When Kemvolt closed, Barbara began to work for the Bridgeport Board of Education Nutrition Center as a Cafeteria Aide. She maintained this position until her retirement. Barbara volunteered to take part in the Citizen program working with Bridgeport police to make the city safer; and

WHEREAS, Barbara and Stanley shared a passion for the City of Bridgeport, both served on the Democratic Town Committee for over 30 years, volunteered during elections and with local organizations such as PAL; and

WHEREAS, both Stanley and Barbara earned the respect of many mayors, councilmen, and most importantly residents of the city, their personalities would light up any room; and

WHEREAS, Barbara and Stanley raised 4 daughters (Valerie, Marian, Kristina, and Kori) on Pearl Harbor Street. They called this house their home for over 50 years. This house hosted many family gatherings over the years as family was extremely important to them. Barbara had a passion for crochet, crossword puzzles, and watching Law and Order. Stanley enjoyed watching sports and shooting pool; and



City of Bridgeport, Connecticut

Office of the City Clerk

Report of Committee on **Public Safety and Transportation**
Item No. 160-18

-2-

WHEREAS, on November 1, 1986 Stanley passed away leaving his wife to continue his legacy. Barbara did just that. On April 5, 2017, Barbara passed away. Their legacy continues in the city and state and will never be forgotten; and

WHEREAS, the family of Barbara and Stanley Powell have asked that the City Council that the City of Bridgeport recognize the lifetime of contributions this couple has made to this city and state by honorarily naming Pearl Harbor Street "**Barbara and Stanley Powell Way**" in honor of them; and

NOW, THEREFORE, BE IT RESOLVED by the Bridgeport City Council in honor of their contributions to this city and state that Pearl harbor Street be honorarily be named as "**Barbara and Stanley Powell Way**" with signage noting this honor placed where appropriate.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
PUBLIC SAFETY AND TRANSPORTATION

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

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

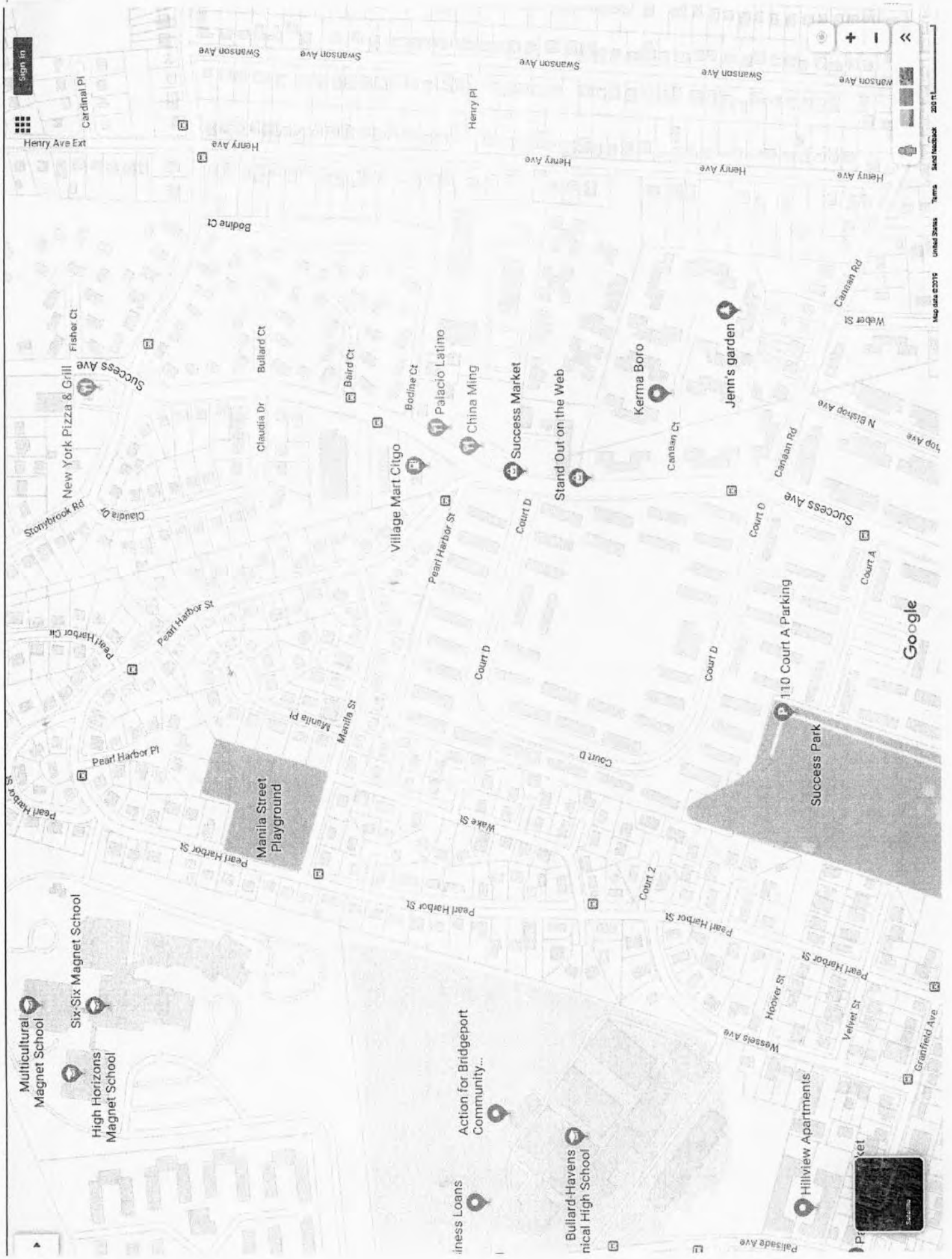
Ernest E. Newton, II, D-139th

Karen Jackson, D-138th
Kyle Piché Langan, D-132nd

Eneida L. Martinez, D-139th

Maria I. Valle, D-137th

City Council Date: November 4, 2018



sign in

Google

Map data © 2015 United States Terms Send feedback 2011

Multicultural Magnet School

Six-Six Magnet School
High Horizons Magnet School

Mania Street Playground

Business Loans
Action for Bridgeport Community...

Bullard-Havens High School

Hillview Apartments

110 Court A Parking

Success Park

Village Mart Citgo

Success Market

Stand Out on the Web

Kerma Boro

Jenn's garden

New York Pizza & Grill

Success Ave

Palacio Latino

China Ming

Henry Ave Ext
Cardinal Pl

Henry Ave
Swanson Ave

Henry Ave
Swanson Ave

Henry Ave
Swanson Ave

Henry Ave
Swanson Ave

Fisher Ct

Claudia Dr

Pearl Harbor St

Bullard Ct

Baird Ct

Bodine Ct

Pearl Harbor St

Court D

Canaan Ct

Canaan Rd

Success Ave

Webber St

N Bishop Ave

Top Ave

Pearl Harbor Pl

Manila Pl
Manila St

Pearl Harbor St

Wake St

Court 2

Pearl Harbor St

Wessels Ave

Hoover St

Pearl Harbor St

Yelvet Ct

Granfield Ave

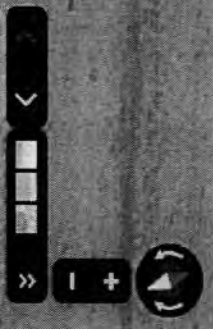
Palisade Ave





Success Park

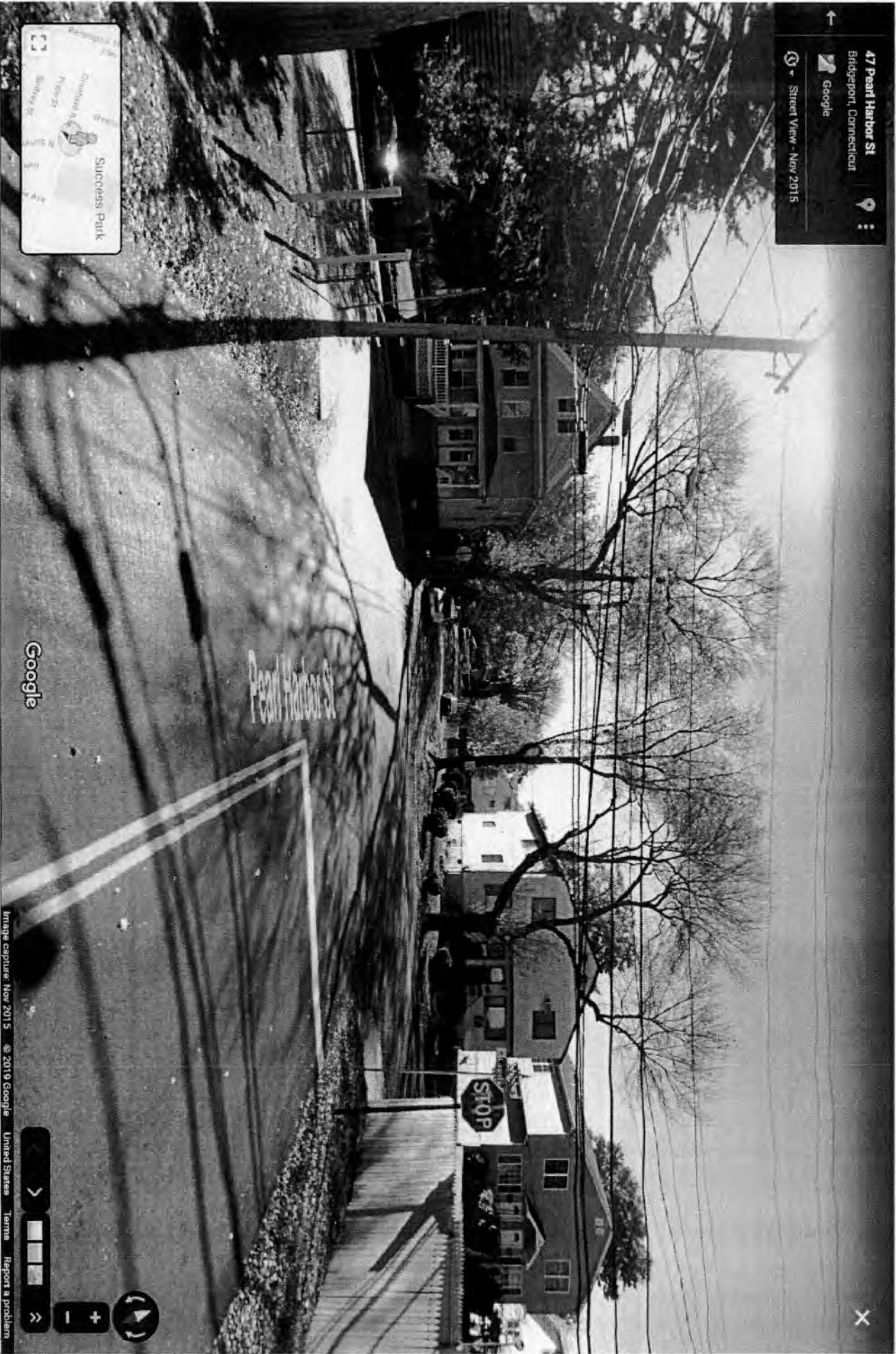
Expand



47 Pearl Harbor St
 Bridgeport, Connecticut

Google

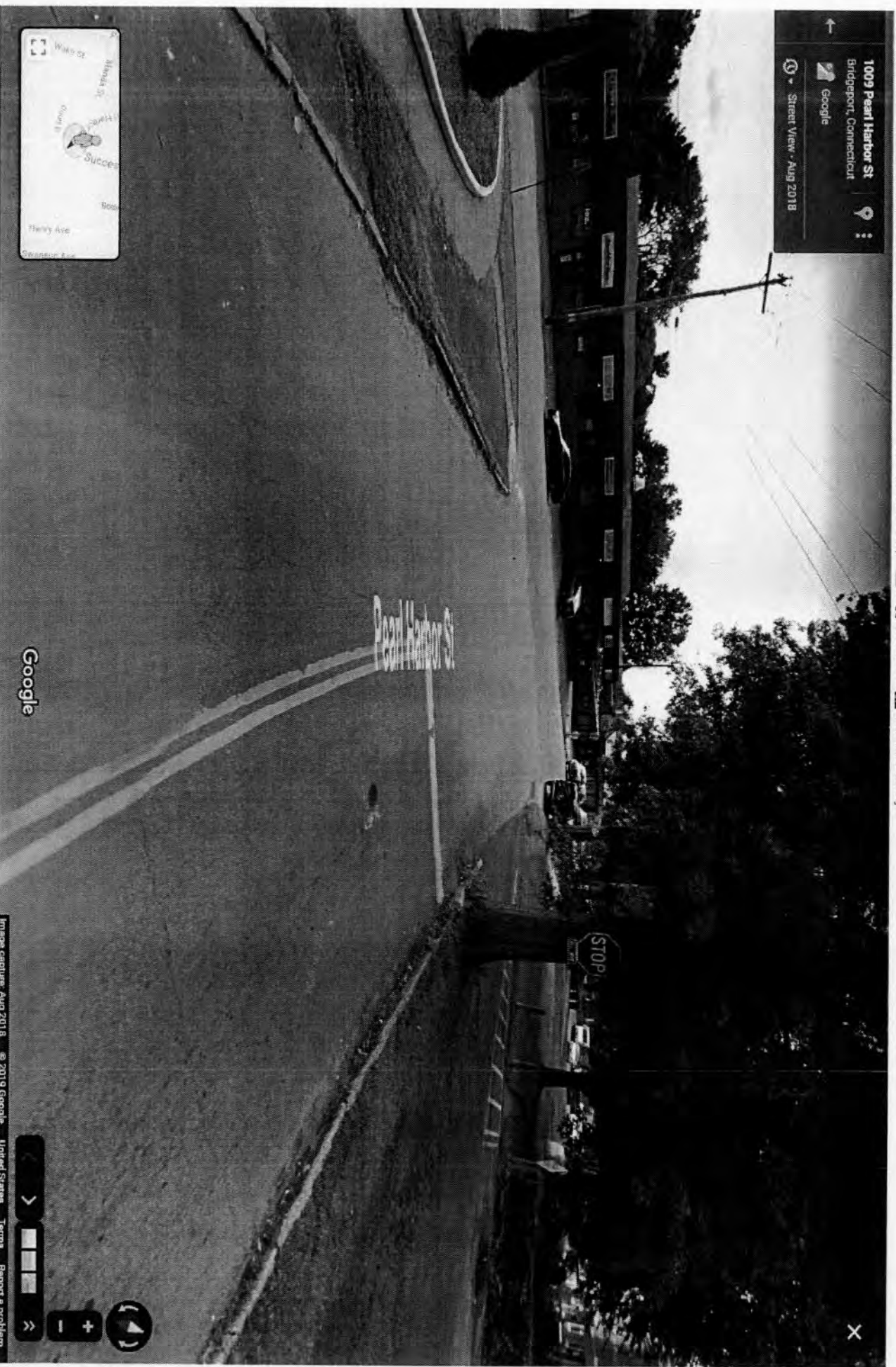
Street View - Nov 2015



1009 Pearl Harbor St
Bridgeport, Connecticut

Google

Street View - Aug 2018



Google



Google

Boyer, Mike

From: Smith, Nessah
Sent: Friday, October 18, 2019 10:34 PM
To: Boyer, Mike
Cc: Paoletto, Anthony; Jackson, Karen
Subject: Biography of Stanley and Barbara Powell
Attachments: Powell biography.docx

Mike late last year or earlier this year a request was made by the family of the above-captioned persons for Pearl Harbor Street to be renamed in their honor. The family has just now provided the attached biography which I am asking your assistance in creating a resolution to be submitted to the council for approval.

Originally the request was for Barbara, but since we the councilors for the district did not have any information other than that she was an ardent member of the DTC it was felt that it may not have warranted the naming of a major street. However, in the past two Memorial Services for veterans, Colonel Thomas Kanasky has been speaking highly of Mr. Powell and his contribution to the military. and also an award is given each year in his honor.

Thanks Mike,

Councilor Nessah J. Smith
District 138

Barbara and Stanley Powell were born in the hollow section of Bridgeport. They were educated in the Bridgeport Public School system.

Stanley enlisted in the military and served in the Korean War. Upon his return, he worked at local companies such as Jenkins Valve and Powell Insurance Agency. Stanley was a dedicated member of VFW Post 9991, American Legion, and Elderado Club. Stanley was elected the first African American State Commander for the VFW. Upon completion of his term, he was elected the first African American to serve on National. Each year, the Veterans Affairs Council recognizes a deserving veteran with a plaque at the Memorial Day ceremony.

Upon graduation, Barbara remained in Bridgeport and worked for local companies such as Kemvolt. When Kemvolt closed, Barbara began to work for the Bridgeport Board of Education Nutrition Center as a Cafeteria Aide. She maintained this position until her retirement. Barbara volunteered to take part in the Citizen program working with Bridgeport police to make the city safer.

Barbara and Stanley shared a passion for the city of Bridgeport. They both served on the Democratic Town Committee for over 30 years. They volunteered during elections and with local organizations such as PAL. They earned the respect of many mayors, councilmen, and most importantly residents of the city. Barbara and Stanley both had a personality that would light up any room.

Barbara and Stanley raised 4 daughters (Valerie, Marian, Kristina, and Kori) on Pearl Harbor Street. They called this house their home for over 50 years. This house hosted many family gatherings over the years as family was extremely important to them.

Barbara had a passion for crochet, crossword puzzles, and watching Law and Order.

Stanley enjoyed watching sports and shooting pool.

On November 1, 1986 Stanley passed away leaving his wife to continue his legacy. Barbara did just that. On April 5, 2017, Barbara passed away.

Their legacy continues in the city and state and will never be forgotten.

Boyer, Mike

From: Paoletto, Anthony
Sent: Monday, October 21, 2019 1:41 PM
To: Boyer, Mike; Smith, Nessah
Cc: Jackson, Karen; Nieves, Aidee
Subject: RE: Biography of Stanley and Barbara Powell

Shouldn't this be brought up from the floor TONIGHT to refer to committee? Isn't November 4th the last meeting of the session! We should get this passed before the changing of the council.

I have also copied council President Nieves for her thoughts.

All the best, Anthony



"Change happens one step at a time"

Anthony Paoletto
999 Broad Street, Bridgeport CT 06604
(203) 576-6615
Anthony.Paoletto@bridgeportct.gov

From: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>
Sent: Monday, October 21, 2019 8:49 AM

To: Smith, Nessah <Nessah.Smith@Bridgeportct.gov>
Cc: Paoletto, Anthony <Anthony.Paoletto@Bridgeportct.gov>; Jackson, Karen <Karen.Jackson@Bridgeportct.gov>
Subject: RE: Biography of Stanley and Barbara Powell

Sure, November 4th is next meeting.

From: Smith, Nessah <Nessah.Smith@Bridgeportct.gov>
Sent: Friday, October 18, 2019 10:34 PM
To: Boyer, Mike <Mike.Boyer@Bridgeportct.gov>
Cc: Paoletto, Anthony <Anthony.Paoletto@Bridgeportct.gov>; Jackson, Karen <Karen.Jackson@Bridgeportct.gov>
Subject: Biography of Stanley and Barbara Powell

Mike late last year or earlier this year a request was made by the family of the above-captioned persons for Pearl Harbor Street to be renamed in their honor. The family has just now provided the attached biography which I am asking your assistance in creating a resolution to be submitted to the council for approval.

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Thanks Mike,

Councilor Nessah J. Smith
District 138

Item# 111-18

Refund of Excess Payments - TISH Properties LLC.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: November 4, 2019
(OFF THE FLOOR)

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

PLEASE NOTE: Report Not Signed by Mayor

19 NOV 23 11:09:45
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 Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

Item No. 111-18

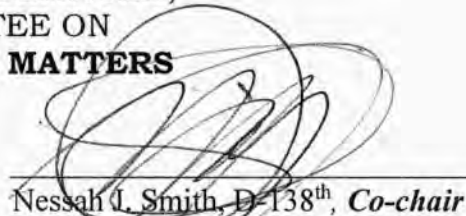
BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
TISH Properties LLC 855 Main Street 5th Fl Bridgeport , CT 06604	12-129	\$20,388.75
Reference 770 North Ave 2015-01-0000460		


RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS



AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*



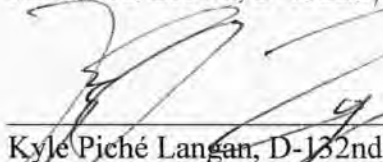
Nessah L. Smith, D-138th, *Co-chair*



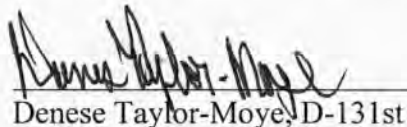
Marcus A. Brown, D-132nd



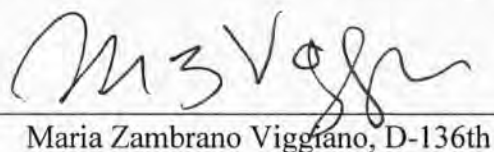
Michael A. Defilippo, D-133rd



Kyle Piché Langan, D-132nd



Denese Taylor-Moye, D-131st



Maria Zambrano Viggiano, D-136th

City Council Date: November 4, 2019 (OFF THE FLOOR)

REQUEST FOR ABATEMENT OR REFUND OF PROPERTY TAXES

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

- has presented satisfactory proof that he/she is entitled to an exemption on the assessment list of 10/01/2015
[] Sec. 12-81 (20) Servicemen Having Disability Rating.
[] Sec. 12-124 Abatement to poor.
[] Sec. 12-125 Abatement of Taxes of Corporations.
[] Sec. 12-126 Tangible Personal Property Assessed in more than one Municipality.
[] Sec. 12-127 Abatement or Refund to Blind Persons.
[] Sec. 12-127A Abatement of Taxes on Structures of Historical or Architectural Merit.
[] Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.
[X] Sec. 12-129 Refund of Excess Payments.

TISH PROPERTIES LLC
855 MAIN STREET 5TH FLR
BRIDGEPORT, CT 06604

2015-01-0000460
2102--12A-----
770 NORTH AV



To Collector of CITY OF BRIDGEPORT State of Connecticut.

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

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

Table with 8 columns: Total Due, Total Paid, Adjusted Refund, Tax, Interest, Lien, Fee, Total, Overpaid Tax. Values include -20,388.75, 0.00, 20,388.75.

PLEASE READ, SIGN, AND DATE BELOW:

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

Print Name Signature of Taxpayer Date

COLLECTOR'S RECOMMENDATION TO THE GOVERNING BODY

To the First Selectman, or
It is recommended that refund* of property taxes and interest in the amount of 20,388.75
be made to the above-named taxpayer in accordance with the provisions of Section (s):

Sec. 12-129 Refund of Excess Payments.

DATED AT CITY OF BRIDGEPORT, CONNECTICUT THIS 25 DAY OF June 2019

Handwritten signature of Tax Collector

TAX COLLECTOR

ACTION TAKEN BY GOVERNING BODY

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

First Selectman

Other Governing Body

Clerk

**Cross out abatement or refund as required.

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

BENCHMARK MUNICIPAL TAX SERVICES

Bridgeport Tax Lien Payoff Quote

BENCHMARK MUNICIPAL TAX SERVICES

PO Box 21054

This cert has been sent to an attorney. In order to ensure the up-to-date legal fees are included in the payoff, please call our office at 1 866-511-3868.

Owner Name: TISH PROPERTIES LLC

Property Address: 770 NORTH AVENUE

Parcel ID Number 2102-12A

<u>Lien Type</u>	<u>Lien Year</u>	<u>MTAG ID</u>	<u>Acquisition Date</u>	<u>Lien Amount</u>	<u>Interest Through 9/30/2018</u>	<u>Fees</u>	<u>Total</u>	<u>Total Payments</u>	<u>Balance</u>	<u>Monthly Accrual</u>
Real Estate	2015	1849907	4/17/2017	\$24,590.46	\$8,852.56	\$134.00	\$33,577.02	\$0.00	\$33,577.02	\$368.86
Real Estate	2014	1851861	6/10/2016	\$1,766.41	\$874.38	\$74.00	\$2,714.79	\$0.00	\$2,714.79	\$26.50
Real Estate	2016	1858868	5/1/2018	\$4,201.72	\$756.31	\$74.00	\$5,032.03	\$0.00	\$5,032.03	\$63.03
Totals				\$30,558.59	\$10,483.25	\$282.00	\$41,323.84	\$0.00	\$41,323.84	\$458.38

Taxpayer paid Benchmark on 05/26/18.

Item# 153-18

Settlement of Pending Litigation with American Empire Surplus Lines.



**Report
of
Committee
on**

Miscellaneous Matters

City Council Meeting Date: November 4, 2019
(OFF THE FLOOR)

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

Approved by: _____
Joseph P. Ganim, Mayor

Date Signed: _____

Please Note: Mayor Did Not Sign Report

19 NOV 25 3:45
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 Miscellaneous Matters begs leave to report; and recommends for adoption the following resolution:

Item No. 153-18

WHEREAS, a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>Name</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>
American Empire Surplus Lines	Civil Litigation	Thomas Scappaticci, Jr. McLaughlin & Stern, LLP 260 Madison Avenue New York, NY 10016

BE IT FURTHER RESOLVED, that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.



City of Bridgeport, Connecticut Office of the City Clerk

**Report of Committee on Miscellaneous Matters
Item No. 153-18**

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, D-134th, **Co-Chair**

Nessah J. Smith, D-138th, **Co-chair**

Marcus A. Brown, D-132nd

Michael A. Defilippo, D-133rd

Kyle Piché Langan, D-132nd

Denese Taylor-Moye, D-131st

Maria Zambrano Viggiano, D-136th

Council Date: November 4, 2019 (OFF THE FLOOR)