

**ADDENDUM
TO
AGENDA**

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 2, 2014

7:00 p.m.

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

ADDED:

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 158-13** Communication from City Attorney re: Proposed Master Municipal Agreement for Rights of Way Projects with the State of Connecticut Department of Transportation, referred to Contracts Committee.

AGENDA

CITY COUNCIL MEETING

TUESDAY, SEPTEMBER 2, 2014

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: June 16, 2014

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 146-13** Communication from City Attorney re: Twenty Day Notice to Settle Pending Litigation Pursuant to Municipal Code Section 2.10.130 with Juliana Delfino, **ACCEPTED AND MADE PART OF THE RECORD.**
- 147-13** Communication from LUCR re: Proposed Professional Services Agreement with Environmental Land Solutions, LLC for Inland Wetlands Consultant Services, referred to Contracts Committee.
- 151-13** Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy & Management Right Response CT Network Grant Program, referred to Economic and Community Development and Environment Committee.
- 152-13** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Public Health FY 2015 Lead Poisoning Prevention Financial Assistance Program, referred to Economic and Community Development and Environment Committee.
- 153-13** Communication from OPED re: Proposed Resolution Authorizing a Tax Incentive Development Agreement for the Cherry Street Adaptive Reuse Redevelopment Project, referred to Economic and Community Development and Environment Committee.
- 154-13** Communication from OPED re: Proposed Resolution Approving Amendment #4 to the West End Municipal Development Plan to designate for Acquisition and Disposition Certain Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Project, referred to Economic and Community Development and Environment Committee.
- 155-13** Communication from OPED re: Proposed Resolution Authorizing the Acquisition and Subsequent Disposition of Four Properties in the West End Redevelopment Area for the Cherry Street Adaptive Reuse Redevelopment Project, referred to Economic and Community Development and Environment Committee.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:

- 157-13** Communication from Chief Administrative Office re: Proposed Grant Application for Electric Vehicle Supply Equipment (EVSE) Projects, referred to Economic and Community Development and Environment Committee.

ITEMS FOR IMMEDIATE CONSIDERATION:

- 156-13** Communication from City Attorney re: Proposed Phase 2 – FAA Grant Offer/Agreement for Airport Improvement Program (AIP) Project No. 3-09-0002-029-2014 Located at Igor I. Sikorsky Memorial Airport **FOR IMMEDIATE CONSIDERATION.**

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

- 148-13** Resolution presented by Council Member Brannelly re: Proposed Request that a “No Parking” zone and appropriate “No Parking” signs be posted in designated areas located on Beacon Court from its Intersection with Beacon Street, referred to Board of Police Commissioners.
- 149-13** Resolution presented by Council Member Vizzo-Paniccia re: Proposed Request that the Installation of One or More Crosswalks and appropriate signage and markings on road be placed in designated areas on Main Street at its Intersection with Wheeler Avenue and Porter Street, referred to Board of Police Commissioners.
- 150-13** Resolution presented by Council Member Vizzo-Paniccia re: Proposed Request that further designation of Honorary Streets be delayed until guidelines are adopted, referred to Public Safety and Transportation Committee.

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *137-13** Budget & Appropriations Committee Report re: Resolution to establish Regular Budget Updates from City Departments as a standing agenda item for the regular monthly meetings of the City Council’s Budget and Appropriations Committee.

UNFINISHED BUSINESS:

- 117-13** Miscellaneous Matters Committee Report re: Appointment of Alfred Yazbak (D) to the WPCA Commission.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON TUESDAY, SEPTEMBER 2, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME

SUBJECT

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

No response regarding unjust termination matter.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Bridgeport's Net Worth – rising or falling.

**CITY OF BRIDGEPORT
CITY COUNCIL
PUBLIC SPEAKING SESSION
TUESDAY, SEPTEMBER 2, 2014
6:30 PM**

CALL TO ORDER

Council President McCarthy called the Public Speaking Session to order at 6:40 p.m.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Rick Torres
131st District: Jack Banta, Denese Taylor-Moye
132nd District: Robert Halstead
133rd District: Thomas McCarthy, Howard Austin
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary A McBride-Lee,
136th District:
137th District: Lydia Martinez, Milta Feliciano
138th District: Michael Marella, Richard Paoletto
139th District: Eneida Martinez-Walker, James Holloway

City Clerk Hudson that a quorum was present.

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, AUGUST 4, 2014 AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	No response regarding unjust termination matter.

Mr. Cecil Young came forward and spoke about the various roads that were in desperate need of repair.

Council Member Swain joined the meeting at 6:42 p.m.

He listed a number of roads including Seaview Avenue, West Avenue and some sidewalks in need of repair.

City of Bridgeport
City Council Meeting
Regular Meeting
September 2, 2014

RECEIVED
CITY CLERK'S OFFICE
2014 SEP 11 P 2:39
ATTEST
CITY CLERK

He then said that it was a shame and disgrace that nothing had been done regarding the unjust termination. He wanted to know why there was no system in place regarding dealing with these issues. He said that he wanted his civil rights and justice.

Council Member Holloway joined the meeting at 6:45 p.m.

John Marshall Lee
30 Beacon Street
Bridgeport, CT 06605

Bridgeport's Net Worth – rising or falling.

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

If I ask an individual, "How are you doing financially?" most people will respond, "OK." It is a very practical answer. They tell me afterwards that their revenue is greater than their current expense including all kinds of taxes. Operationally, at this moment, they sense they are on top of their game. That is similar to what the Budget & Appropriations Committee does for the Council if it bothers to look at the operating budget in detail.

But some people answer such a question by reflecting on their Net Worth. They think about their asset positions including real estate, savings, financial and property investments, business values, retirement plans, annuities and life insurance and compare it to mortgages, education loans, lines of credit, card payments and other liabilities. If the latter are decreasing steadily and under control and the assets are increasing in value, Net Worth likewise is trending positively.

If I ask you as City Council members, "How is Bridgeport doing financially in terms of Net Worth?" what would you answer? To what document or report do you look to for such an answer? The only one that comes to mind is the Comprehensive Annual Financial Report last done for the year 2013 and received by you eight months ago in January, 2014. Did you hold a hearing to review that report specifically inviting the public to attend and understand the results alongside you? If not, why not? It is the long term measurement tool for whether Bridgeport policy, plans, processes and overall activity are headed in the right direction, building long term community values and fiscal strength.

In the several years I have been reviewing City monthly operating reports I have been surprised that none of you receive balance sheet information from the City that becomes public. Apparently you do not ask for it either! When the Financial Review Board supervised City finances 20 years ago, they knew what was in every account, every day. And they also were aware of the liabilities, including accounts payable, at any time. With no Internal Auditor to advise on risks, where is your early warning system? With no Finance Board or committee of any type, the Budget & Appropriations Committee is the only body to question, to probe, and do fiscal blocking and tackling. Are they doing this in comprehensive fashion? What can they tell you? The other 13 people on the Council assume they are up to the task and doing it, aren't you? Do any of you elected 20 Council members know the trend of Bridgeport net worth in the past 5 years? Does it matter to

City land and building values that they reflect October 1, 2008 assessments rather than October 1, 2013 values for which taxpayers spent \$300,000? And have you bothered to update your understanding of City Pension Plans A & B in the face of what likely are not conservative assumptions regarding interest and retirement payouts? Will Bridgeport MERF contributions for public safety officers increase from today when overtime payouts are factored in? Do the amounts charged for Outside Overtime to contractors when police officers are doing flag duty, reimburse the City for the additional future pension payouts to police under MERF that will include overtime compensation in determining pensions? Have you reviewed such material?

If you have not performed such basic monitoring and review, is it because you have a surplus of trust in the Finance Department of the City? They have provided reports to you with mis-labeled headings twice in the past year that indicates proof-reading is a sometime thing for this most basic report.

As all of you know, I am present at each City Council meeting to share with you information that I think you may not be seeing with a "taxpayer perspective". It has seemed to some of you that I am critical all the time and you dismiss me automatically. This year two Council representatives have not allowed me speak at Committees they chair. In once case proponents, who live outside Bridgeport, for a project seeking tax abatement largesse were invited to participate, but I was silenced by the co-chair. That is an abuse of your CC rulebook privilege, I suggest. Yet I continue in the belief that this information will be vital to those who have to turn the City around in the near future. Your current work, including tonight's B&A recommendation for another standing item, is merely re-arranging deck chairs on the Bridgeport version of the Titanic!

My comments are a matter of public record in the City Clerk office, on video archived and in each of your email directories. You cannot plead ignorance of the current and coming fiscal difficulties or of the irregularities that have been noted regarding Council's own extra-ordinance "Stipend" handling and the political payments made to charities in June 2013 from your "Other Services" Legislative account without agenda, meeting or minutes...and the City itself received NO SERVICES. What will you do when questions rise about your financial stewardship? Time will tell.

Council President McCarthy then asked if there was anyone present who wished to address the Council at this time.

Mr. Clyde Nicholson then came forward and spoke about the recent death of Michael Brown in Missouri. He spoke about the Bridgeport First organization and gun free zones. He said that in gun free zone prohibits people other than police officers from carrying firearms in that area. He mentioned a recent shooting in Stamford and the frequent shootings in Marina Village.

Council Member DeJesus and Salter joined the meeting at 6:54 p.m.

Mr. Nicholson said that he could not understand why anyone would want to kill someone else.

Council President McCarthy then asked if there was anyone present who wished to address the Council at this time. No one else came forward.

ADJOURNMENT

Council President McCarthy closed the public speaking at 6:55 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

CITY OF BRIDGEPORT

CITY COUNCIL MEETING

**TUESDAY, SEPTEMBER 2, 2014
7:00 PM**

City Council Chambers, City Hall - 45 Lyon Terrace

Bridgeport, Connecticut

CALL TO ORDER

Mayor Finch called the City Council Meeting to order at 7:11 p.m.

PRAYER

Council Member Martinez-Walker led those present in a short prayer.

The Mayor then requested a moment of silence in honor of the following people:

Joseph Minto, Mazor, Agnes Flanigan, Cpt. Robert Shaw, Santiago Canales,
Tito Madina, and Steven Sotloff.

PLEDGE OF ALLEGIANCE

Mayor Finch then requested Council Member Halstead to lead those present in reciting the Pledge of Allegiance.

ROLL CALL

City Clerk Hudson called the roll.

The following members were present:

130th District: Susan Brannelly, Rick Torres
131st District: Jack Banta, Denese Taylor-Moye
132nd District: Robert Halstead, Patricia Swain
133rd District: Thomas McCarthy, Howard Austin
134th District: Michelle Lyons, AmyMarie Vizzo-Paniccia
135th District: Mary A McBride-Lee, Richard Salter
136th District: Richard DeJesus
137th District: Lydia Martinez, Milta Feliciano
138th District: Michael Marella, Richard Paoletto
139th District: Eneida Martinez-Walker, James Holloway

A quorum was present.

City of Bridgeport
City Council Meeting
Regular Meeting
September 2, 2014

MINUTES FOR APPROVAL:

Approval of City Council Minutes: June 16, 2014.

- ** COUNCIL MEMBER PAOLETTO MOVED THE MINUTES OF JUNE 16, 2014.**
- ** COUNCIL MEMBER MARELLA SECONDED.**
- ** THE MOTION TO APPROVE THE MINUTES OF JUNE 16, 2014 AS SUBMITTED PASSED UNANIMOUSLY.**

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- ** COUNCIL MEMBER BRANNELLY MOVED THAT THE FOLLOWING COMMUNICATIONS BE REFERRED TO COMMITTEE:**

146-13 COMMUNICATION FROM CITY ATTORNEY RE: TWENTY DAY NOTICE TO SETTLE PENDING LITIGATION PURSUANT TO MUNICIPAL CODE SECTION 2.10.130 WITH JULIANA DELFINO, ACCEPTED AND MADE PART OF THE RECORD.

147-13 COMMUNICATION FROM LUCR RE: PROPOSED PROFESSIONAL SERVICES AGREEMENT WITH ENVIRONMENTAL LAND SOLUTIONS, LLC FOR INLAND WETLANDS CONSULTANT SERVICES, REFERRED TO CONTRACTS COMMITTEE.

151-13 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY & MANAGEMENT RIGHT RESPONSE CT NETWORK GRANT PROGRAM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

152-13 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT DEPARTMENT OF PUBLIC HEALTH FY 2015 LEAD POISONING PREVENTION FINANCIAL ASSISTANCE PROGRAM, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

153-13 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING A TAX INCENTIVE DEVELOPMENT AGREEMENT FOR THE CHERRY STREET ADAPTIVE REUSE REDEVELOPMENT PROJECT, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

154-13 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION APPROVING AMENDMENT #4 TO THE WEST END MUNICIPAL

DEVELOPMENT PLAN TO DESIGNATE FOR ACQUISITION AND DISPOSITION CERTAIN PROPERTIES IN THE WEST END REDEVELOPMENT AREA FOR THE CHERRY STREET ADAPTIVE REUSE PROJECT, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

155-13 COMMUNICATION FROM OPED RE: PROPOSED RESOLUTION AUTHORIZING THE ACQUISITION AND SUBSEQUENT DISPOSITION OF FOUR PROPERTIES IN THE WEST END REDEVELOPMENT AREA FOR THE CHERRY STREET ADAPTIVE REUSE REDEVELOPMENT PROJECT, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

157-13 COMMUNICATION FROM CHIEF ADMINISTRATIVE OFFICE RE: PROPOSED GRANT APPLICATION FOR ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) PROJECTS, REFERRED TO ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT COMMITTEE.

**** COUNCIL MEMBER BANTA SECONDED.**

**** THE MOTION TO REFER THE ABOVE NAMED ITEMS TO COMMITTEE PASSED UNANIMOUSLY.**

ITEMS FOR IMMEDIATE CONSIDERATION:

156-13 Communication from City Attorney re: Proposed Phase 2 – FAA Grant Offer/Agreement for Airport Improvement Program (AIP) Project No. 3-09-0002-029-2014 Located at Igor I. Sikorsky Memorial Airport FOR IMMEDIATE CONSIDERATION.

**** COUNCIL MEMBER PAOLETTO MOVED TO APPROVE AGENDA ITEM 156-13 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED PHASE 2 – FAA GRANT OFFER/AGREEMENT FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-09-0002-029-2014 LOCATED AT IGOR I. SIKORSKY MEMORIAL AIRPORT.**

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

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

148-13 Resolution presented by Council Member Brannelly re: Proposed Request that a “No Parking” zone and appropriate “No Parking” signs be posted in designated areas located on Beacon Court from its Intersection with Beacon Street, referred to Board of Police Commissioners.

149-13 Resolution presented by Council Member Vizzo-Paniccia re: Proposed Request that the

Installation of One or More Crosswalks and appropriate signage and markings on road be placed in designated areas on Main Street at its Intersection with Wheeler Avenue and Porter Street, referred to Board of Police Commissioners.

Council Member Holloway said he would like to discuss Agenda Item 150-13.

**** COUNCIL MEMBER BRANNELLY MOVED TO REFERRED THE FOLLOWING RESOLUTIONS TO THE APPROPRIATE BOARDS AND COMMITTEES:**

148-13 RESOLUTION PRESENTED BY COUNCIL MEMBER BRANNELLY RE: PROPOSED REQUEST THAT A "NO PARKING" ZONE AND APPROPRIATE "NO PARKING" SIGNS BE POSTED IN DESIGNATED AREAS LOCATED ON BEACON COURT FROM ITS INTERSECTION WITH BEACON STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.

149-13 RESOLUTION PRESENTED BY COUNCIL MEMBER VIZZO-PANICCIA RE: PROPOSED REQUEST THAT THE INSTALLATION OF ONE OR MORE CROSSWALKS AND APPROPRIATE SIGNAGE AND MARKINGS ON ROAD BE PLACED IN DESIGNATED AREAS ON MAIN STREET AT ITS INTERSECTION WITH WHEELER AVENUE AND PORTER STREET, REFERRED TO BOARD OF POLICE COMMISSIONERS.

**** COUNCIL MEMBER AUSTIN SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

150-13 Resolution presented by Council Member Vizzo-Paniccia re: Proposed Request that further designation of Honorary Streets be delayed until guidelines are adopted, referred to Public Safety and Transportation Committee.

Council Member Vizzo-Paniccia said that she had concerns about the method of designating honorary streets since her first term and was planning on discussing it in Committee. Council Member Holloway said regarding the naming of streets, that there have been five streets that have been named after individuals. He said that no Council Member should have the right to determine what individuals should have streets after them because the community may want that. Council Member Vizzo-Paniccia said that every Council Member has the right to put in a resolution and that the floor will be open in the Committee meeting. She said that she felt that it would be best to have something down on paper to make it consistent throughout the entire City.

Mayor Finch asked Council President McCarthy if the Council was considering guidelines. Council President McCarthy He said that the Council Members have the right to submit resolutions and that he had strong feelings about this issue, which he would present at the Public Safety Committee.

Council Member Holloway said that just because there were streets that were being named in the South End and East End, that didn't mean the Council Members had the right to control the naming.

Council Member Taylor-Moye said that it would be important to be able to honor people who have worked hard for the City. She said that if there were people who were opposed, they should come to the meeting and express their opinions.

Council Member Holloway asked for a roll call.

Rev. Lee said that she did not think that this was a big deal. Council President McCarthy reminded everyone that someone had requested a roll call vote, so the vote should be taken.

**** COUNCIL MEMBER BRANNELLY MOVED TO REFERRED THE FOLLOWING RESOLUTION TO THE APPROPRIATE BOARD OR COMMITTEE:**

150-13 Resolution presented by Council Member Vizzo-Paniccia re: Proposed Request that further designation of Honorary Streets be delayed until guidelines are adopted, referred to Public Safety and Transportation Committee

**** COUNCIL MEMBER LYONS SECONDED.**

**** THE MOTION PASSED WITH SEVENTEEN (17) IN FAVOR (BRANNELLY, TORRES, BANTA, TAYLOR-MOYE, HALSTEAD, SWAIN, MCCARTHY, AUSTIN, LYONS, VIZZO-PANICCIA, SALTER, DEJESUS, MARTINEZ, FELICIANO, MARELLA, PAOLETTO, AND MARTINEZ-WALKER) AND TWO AGAINST (MCBRIDE-LEE AND HOLLOWAY).**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

**** COUNCIL MEMBER BRANNELLY MOVED THE FOLLOWING ITEMS ON THE CONSENT CALENDAR:**

***137-13 BUDGET & APPROPRIATIONS COMMITTEE REPORT RE: RESOLUTION TO ESTABLISH REGULAR BUDGET UPDATES FROM CITY DEPARTMENTS AS A STANDING AGENDA ITEM FOR THE REGULAR MONTHLY MEETINGS OF THE CITY COUNCIL'S BUDGET AND APPROPRIATIONS COMMITTEE.**

**** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

UNFINISHED BUSINESS:

117-13 Miscellaneous Matters Committee Report re: Appointment of Alfred Yazbak (D) to the WPCA Commission.

Council Member Swain announced that Mr. Yazbak has requested this appointment be withdrawn.

**** COUNCIL MEMBER SWAIN MOVED TO WITHDRAW AGENDA ITEM 117-13.
** COUNCIL MEMBER PAOLETTO SECONDED.**

**** THE MOTION PASSED UNANIMOUSLY.**

Council Member Halstead then spoke about Ms. Agnes Flanagan's service to the City as assistant principal of Central High School for thirty-eight years.

**** COUNCIL MEMBER AUSTIN MOVED TO ADD PROPOSED LEASE AGREEMENT WITH GJS PROPERTIES, LLC FOR BRIDGEPORT POLICE PARKING LOCATED AT 205-245 CONGRESS STREET TO BE REFERRED TO COMMITTEE TO THE AGENDA.**

**** COUNCIL PRESIDENT MCCARTHY SECONDED.
** THE MOTION PASSED UNANIMOUSLY. (ITEM #159-13)**

158-13 Communication from City Attorney re: Proposed Master Municipal Agreement for Rights of Way Projects with the State of Connecticut Department of Transportation, referred to Contracts Committee.

**** COUNCIL PRESIDENT MCCARTHY MOVED TO REFER AGENDA ITEM 158-13 COMMUNICATION FROM CITY ATTORNEY RE: PROPOSED MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY PROJECTS WITH THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, REFERRED TO CONTRACTS COMMITTEE.**

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

ADJOURNMENT

**** COUNCIL MEMBER BRANNELLY MOVED TO ADJOURN.
** COUNCIL MEMBER PAOLETTO SECONDED.
** THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:35 p.m.

Respectfully submitted,

Sharon L. Soltes
Telesco Secretarial Services

City of Bridgeport
City Council Meeting
Regular Meeting
September 2, 2014

CITY ATTORNEY
Mark T. Anastasi

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III



ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

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

August 15, 2014

Comm. #146-13 Accepted And Made Part of the Record

On 09/02/2014

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

Re: **SETTLEMENT OF CLAIM**
JULIANA DELFINO v. CITY OF BRIDGEPORT, ET AL

Dear Honorable Members:

The Office of the City Attorney proposes to settle the above referenced litigation in the amount of \$18,000.00 payable to Ganim Law, P.C., Trustees for Juliana Delfino. The action was claiming personal injuries to Ms. Delfino when, on January 8, 2010, she tripped on a metal pin that was protruding from the ground. She alleges the City of Bridgeport failed to use reasonable care to keep sidewalk in a reasonably safe condition.

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

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

Very truly yours,

Mark T. Anastasi
City Attorney

MTA/ss



BILL FINCH
Mayor

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING

ROOM 212 - 45 LYON TERRACE
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7760
FAX: (203) 332-5568

DAVID M. KOORIS
Director

COMM. #147-13 Referred to Contracts Committee on
09/02/2014



MEMORANDUM

TO: Fleeta Hudson
City Clerk

FROM: William E. Minor, Director
Land Use Construction Review 

DATE: August 7, 2014

RE: Wetland Consultant Contract

Transmitted herewith is one (1) original and thirteen (13) copies of the Wetland Consultant Contract for City Council approval. If you have questions, please contact me at 203-576-7222. Thank you.

WM/cjb

Enclosure

RECEIVED
CITY CLERK'S OFFICE
2014 AUG - 8 P 2:29
ATTEST
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT between the parties dated the day of January, 2015 (the "**Agreement**") is hereby entered into between **Environmental Land Solutions LLC**, with offices at 8 Knight Street, Suite 203, Norwalk, Connecticut 06851 (the "Consultant") and the **City of Bridgeport, acting through its Inland Wetlands and Watercourses Agency** with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "City") on the following terms and conditions:

WHEREAS the City requires the services of the Consultant for the purpose- of reviewing land use applications and related services as more fully set forth in Exhibit "A" attached hereto; and

WHEREAS the City publicly advertised a request for qualifications for such services from vendors; and

WHEREAS the Consultant submitted a proposal to render the required consulting services; 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;

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

1. **General Undertaking.** The parties are entering into this Agreement whereby, the Consultant will perform certain inland wetlands consulting services (the "services") consisting primarily of the tasks set forth in the Consultant's proposal, both of which are attached as Exhibit A hereto and made a part hereof, and such other related tasks as may be assigned ("Scope of Work") by the Inland Wetlands and Watercourses Agency ("IWWA") or the IWWA clerk. The scope of Work shall include, but not be limited to, issuance of letters of decision, preparing reports to the IWWA drafting permits and conditions and reviewing meeting minutes. The clerk of IWWA shall be responsible for reviewing applications and processing the same, meeting with applicants and the public, handling questions and requests for information, and signing and sending correspondence to applicants and other agencies, preparing meeting agendas, performing inspections for violations, etc., although there may be occasions when the City may ask the Consultant to handle some of the clerk's activities as part of the Consultant's Scope of Work.

2. **Term of Engagement.** This Agreement shall commence within five (5) business days of the date last below written and shall continue in full force and effect until .-the City's fiscal impact analysis, software package is fully operational, 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. **Basis For Compensation.** The Consultant is being hired on a time and materials basis to be billed against a not-to-exceed maximum of Twenty-five thousand (\$25,000) Dollars for

each year during the Term, which amount cannot be exceeded without the express prior written consent of the City. Any increase in this maximum amount is subject to available funding. The Consultant shall maintain contemporaneous daily time records, and other records, of hours and tasks performed per individual, which shall be submitted to the City with each monthly invoice. Unless otherwise stated, all tasks assigned and schedules for progress and completion shall be considered a material part of this Agreement.

4. **Hourly Rate; Reimbursable Expenses; Payment Process**

(a) **Price**. The applicable price for all Services rendered has been established as an hourly rate of Eighty (\$85.00) Dollars per principal of the Consultant, which shall remain the same throughout the term, which shall be two years commencing on January , 2015. Except as stated herein, the Price includes the cost of the Consultant's home office overhead, general and administrative expenses, and all other indirect costs and profit to be recovered or charged under this agreement.

(b) **Out-of-Pocket-Costs**; Taxes Except as otherwise set forth in this Agreement, Services include the costs of local travel to and from the Consultant's office or offices and the City of Bridgeport. The City agrees to reimburse the Consultant its actual, reasonable expenses for the items set forth in Exhibit B attached and made a part hereof ("Reimbursable Expenses"). The Consultant must request and obtain the City's prior written consent for all other expenses. The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, and the Consultant shall not invoice the City therefor.

(c) **Payment**. Payment shall be made within sixty (60) days after receipt of the Consultant's complete invoice with all back up materials, including but not limited to, daily time records showing the employee's name, number of hours worked, tasks performed, and the like, satisfactory to the City.

(d) **Invoices**. The cost of all Services performed and Reimbursable Expenses incurred shall be invoiced monthly as work progresses, but in no event shall the Consultant submit invoices for such work or expenses later than forty-five (45) days after such Services are rendered.

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 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 the Work Product. The Consultant shall, at any time upon request, execute any documentation required by the City to vest exclusive ownership of the Work Product 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 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, without limitation, source code and design materials for Work Product and other materials expressly designated or marked as confidential ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it or (iv) information 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. The Consultant will notify the City of reportable spills or environmental conditions. In cases where the City is not yet the property owner, the Consultant shall notify the City of any reportable spill or environmental condition and the City will notify the property owner of the requirement to report such occurrence. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party (or any third party) any proprietary, copyright, trademark or trade secret legend.

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, Confidential Information or Non-Circumvention 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 will undertake and complete the Scope (s) of Work assigned by the City within the times and dates established by the city and otherwise specified under applicable law to enable timely action to be taken by the City's Inland Wetlands and Watercourses Agency.

(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 complete any scope of work or subcontract any of the work to third parties or principals other than Matthew Popp and Kate Throckmorton without prior written notice to the City and receipt of the City's written consent.

(f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted sub-consultants, have committed a criminal violation of or 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 in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and sub-consultants shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Service's under this Agreement.

(g) The Consultant represents that it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of such work 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. **Remedies & Liabilities.**

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

(b) **Liabilities.** THE CITY SHALL NOT BE LIABLE TO THE 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"), SECTION 7 "CONFIDENTIAL INFORMATION") OR SECTION 8 (NON-CIRCUMVENTION"), 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:

with a copy to:

Office of the City Attorney
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604

If to the Consultant:

Environmental Land Solutions ,LLC
8 Knight Street, Suite 203
Norwalk, CT 06851

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.

(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 determined in the Connecticut Superior Court, Judicial District of Fairfield at Bridgeport, 1061 Main Street, Bridgeport, Connecticut 06604.

(a) **Choice of Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CONNECTICUT.

(b) **Joinder in Other Proceedings.** The City reserves the right to require the joinder and participation of the other party to this Agreement in any other arbitration or litigation involving a claim by a third 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 arbitration or litigation when doing so is deemed by the City to be in its best interest.

15. **Independent Consultant Status.** The Consultant and its approved sub-consultants are independent Consultants 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 sub-

consultants 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 arising out of 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.

(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 Consultant and sub-consultant 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 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 and \$300,000 property damage.

Business Automobile insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business.

Coverage will be broad enough to include contractual liability, with limitations of \$1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers1 Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than \$500,000 per claim.

General requirements. All policies shall include the following provisions:

Cancellation notice—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, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604.

Certificates of Insurance—All policies will be evidenced by an original certificate of insurance on an ACORD-25S form delivered to the City and authorized and executed with the original stamp or signature of 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 sub-consultants 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 or rating otherwise 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 45 Lyon Terrace, Bridgeport, Connecticut 06604"

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 Matthew Popp 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, unseasonable 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 the Project area. 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:

ENVIRONMENTAL LAND SOLUTIONS, LLC

By: _____

Name:

Title:



Environmental Land Solutions, LLC
Environmental Analysis, Landscape Architecture & Planning

June 10, 2014

Department of Public Purchase
999 Broad Street
Bridgeport, CT 06604

Re: Letter of Transmittal - Request for Qualifications
PEB 1486 - RFQ: Inland Wetlands Consultant

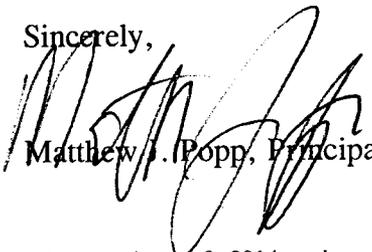
To Whom it May Concern:

Environmental Land Solutions, LLC (ELS) welcomes the opportunity to submit its qualifications for the Inland Wetlands Consulting Services as outlined in the Request for Qualifications (RFQ) dated May 5, 2014. ELS is currently the consultant to the Inland Wetlands and Watercourses Agency (IWWA) of the City of Bridgeport. Our firm has acted in this capacity since 1995.

Our firm has extensive experience with municipal, state and federal laws and guidelines which focus on inland wetlands and watercourses regulations which is reflected in the materials submitted in this (RFQ). Personally, I am licensed Landscape Architect, a Professional Wetland Scientist, past senior member of the Greenwich Inland Wetlands and Watercourses Agency and past member of the Audubon Greenwich Board of Directors. My partner, Katherine Throckmorton is also an licensed Landscape Architect and a Certified Profession in Sediment and Erosion Control, past member of the Wilton Conservation Commission and currently Chairperson of the Wilton Tree Committee.

A review of the enclosed information should indicate to the reviewing committee that ELS is highly qualified for this assignment based on our experience and expertise within the field of wetlands and watercourses and regulations of the same. I have enjoyed the opportunity to work these past nineteen years for the City of Bridgeport and its Inland Wetlands and Watercourses Agency and would like the opportunity to continue to provide these services.

Sincerely,


Matthew J. Popp, Principal

bridgeport iwwa-rfq-2014.wpd

Environmental Land Solutions, LLC

8 Knight Street, Suite 203
Norwalk, CT 06851

Request for Qualifications
RFQ# PEB 1486

**Inland Wetlands Consultant
for the
Inland Wetlands and Watercourses Agency
City of Bridgeport**

June 2014

The following information corresponds directly to the items listed under “Form and Content of Submission” portion of the RFQ.

1. Letter of Transmittal.

See attached cover letter.

2. Services to be Provided / Principal Staff to Complete Task.

A. Environmental Land Solutions, LLC (ELS) will continue to provide the professional consulting services necessary to support the Inland Wetlands and Watercourses Agency (IWWA) in its efforts to protect the City’s wetlands and watercourses while allowing for the rights of a property owner to develop his or her land in an environmentally-responsible and balanced manner. ELS will provide, but is not necessarily limited to, the specific services listed below:

1. Standard Application Review.

- a. Review of application forms to insure their proper filing.
 - b. Review of site development plans.
 - c. Visit sites to inventory and evaluate the natural resources of the property.
 - d. Meet with project team to review scope of project (if warranted).
 - e. Review the City of Bridgeport Engineering Department reports relating to the application.
 - f. Prepare Application Summary reports which are submitted to the Agency members. Reports describe the existing conditions, functions of the wetlands and watercourses, proposed development, potential impacts to the regulated areas, potential measures to mitigate for impacts, and options available to the Agency including potential special conditions of permit approvals.
 - g. Attend Agency meetings.
2. Permit Compliance.
- a. Review revised site plans per permit conditions. Send a confirmation letter to an applicant, as needed.
 - b. Visit site to insure permit compliance.
 - c. Prepare field reports as needed to document project conditions (i.e., status of erosion controls and mitigation measures).
 - d. Report project status to Agency.
 - e. Review of project at completion for release of any bonding.
3. Violation Review (As requested by IWWA Clerk).
- a. Inspect site to determine if violation has occurred.
 - b. Send Violation Notice to land owner.
 - c. Review permit application regarding violation if required.
4. Routine Administrative Tasks.
- a. Preparation of Decision Notices (i.e., Permits).
 - b. Send IWWA consultant's reports to applicants and their consultants.
 - c. Project coordination with William Minor, IWWA Clerk.
 - d. Review of Start and Finish Cards.
5. Miscellaneous Tasks.
- a. Revise IWWA Regulations to correspond to updated State Statutes as necessary.

- b. Review and revise Fee Schedule as necessary.
- c. Correspond with Department of Energy and Environmental Protection (DEEP) staff as needed.
- d. Inform IWWA members of upcoming Department of Environmental Protection education seminars.
- e. Project coordination with the City Attorney as needed.
- f. Review projects in adjacent municipalities which are within 500' of Bridgeport borders per IWWA state statutes.

B. ELS will continue to use the following principal personnel to successfully complete the above tasks:

- 1. Matthew Popp
Professional Wetland Scientist
Landscape Architect
- 2. Katherine Throckmorton
Certified Professional In Sediment and Erosion Control
Landscape Architect
NOFA Certified Organic Land Care Professional

3. Supporting Personnel.

No support services or additional personnel are anticipated to be needed to work on this project.

4. Organization Structure and Qualification of Firm.

ELS is a private consulting firm specializing in wetland analysis and impact assessments, CAM reports, landscape architecture, environmental site planning, habitat restoration, regulatory compliance, and mitigation design plans. ELS provides a full range of licensed landscape architectural and environmental land consulting services to commercial, corporate, industrial, institutional, municipal and residential clients. We are experienced team players working with architects, engineers, hydrogeologists, soil scientists and other professionals involved in land use development. ELS's staff has a distinguished history of efficiently securing project approvals from federal, state and local regulatory agencies. ELS prepares site plans, Environmental Assessments Statements and Assessments, Coastal Area Management reports, inland and tidal wetland mitigation plans, environmental site monitoring, and local, state and federal inland and tidal wetland permitting.

See attached resumes for further information.

5. Description of the Methodology to Perform Tasks.

Over the past nineteen years, ELS has developed a methodology for performing consulting services for the Agency with regard to new applications. This process includes the review of the application materials for completeness, visiting sites and evaluating the natural resources and conditions of the land, consulting with the applicants and his or her consultants with regard to the need for more detailed information, preparing timely agenda summaries for the Agency, and presenting the information to the Agency at its meetings/hearings.

At the time the Agency is prepared to render a decision on an application, we provide the members with options for approval or denial with suggested conditions of approval and suggested findings of fact for approval or denial. This enables the Agency to make a decision with findings on the record which are consistent with the Connecticut General Statutes, Sections 22a-36 through 22a-44 thereby reducing the potential for costly and often lengthy appeals.

6. List of Municipality References.

During the past five years ELS has worked with the following municipalities regarding environmentally-related consulting services:

- a. Inland Wetlands and Watercourse Agency, Bridgeport, CT
Inland Wetland Consultant

ELS has also worked with the following municipalities regarding environmentally-related consulting services:

- b. Planning and Zoning Commission, Wilton, CT
Site monitoring for sediment and erosion controls.
- c. Parks and Recreation Department, Fairfield, CT
Environmental Consultant to Golf Commission.
Assist the Commission in obtaining Audubon Certification.
- d. School Building Committee, Fairfield, CT
Preparation of environmental reports and wetland mitigation plans for the proposed Burr Street School and McKinley School.
- e. Engineering Department, Town of Stratford, CT
Broadbridge Road - environmental monitoring services for consistency with wetland permit conditions.
- f. City of Stamford, CT
Assist in the design for the Mill River Park, Washington Park, and Cove Island Wildlife Sanctuary.

- g. Parks and Recreation, Town of Wilton, CT
Preparation of wetland application materials and site planning for local parks/play fields.

Please refer to the attached Select Environmental Project List for additional related experience.

7. Geographic Location of Firm.

ELS is located at: Environmental Land Solutions, LLC
8 Knight Street, Suite 203
Norwalk, CT 06851

Telephone No.: (203) 855-7879
Fax: (203) 855-7836
Email: landscape@snet.net
Web Site: www.elsllc.net

8. Fee Structure.

ELS will bill the Client on an hourly basis with a professional discount of approximately 30% from our standard billing rates. The hourly rate to be billed to the City will be \$85.00. Invoices shall be sent monthly and include a breakdown of tasks completed for that period.

ELS will be reimbursed at the cost for all expenses incurred in connection with the project by the Client. As is our current practice, no mark up will be applied to reimbursable items. Invoices will be submitted on a monthly basis. Invoices for services performed on a Time Basis and for Reimbursable Expenses will be based upon actual time and/or expenses incurred. Payments are due within sixty (60) days from the receipt of invoice.

9. Services Rendered to Municipalities.

- a. City of Bridgeport, CT
Consultant to the Inland Wetlands and Watercourses Agency
William Minor Tel: (203) 576-7222
- b. Planning and Zoning Commission, Wilton, CT
Site monitoring for sediment and erosion controls.
Robert Nerney Tel: (203) 563-0185
- c. Engineering Department, Town of Stratford, CT
Broadbridge Road - environmental site monitoring services

John Casey

Tel: (203) 385-4006

d. City of Stamford, CT

Design of Cove Island Wildlife Sanctuary.

Erin McKenna

Tel: (203) 977-4715

Paul Ginotti, P.E.

Tel: (203) 977-4856

e. Parks and Recreation, Town of Wilton, CT

Preparation of wetland application materials and site planning for play fields.

Steve Pierce

Tel: (203) 834-6234

f. Town of Darien, CT

Darien High School - Erosion control monitoring and mitigation planning

Joe Canas, P.E. - Tighe & Bond

Tel: (203) 712-1100

10. Other Relevant Information.

ELS staff who will be working on this project volunteer locally with similar agencies. Mr. Popp is a past member of the Greenwich Inland Wetlands and Watercourses Agency, and past Board member of Audubon Greenwich, and a past member of the Calf Island Conservancy. Ms. Throckmorton is past member of the Wilton Conservation Commission and currently serves as the chairperson of the Wilton Tree Committee. Ms. Throckmorton previously worked for the Town of Wilton as a planner.

Certificates of Insurance are to be provided to the City of Bridgeport.

11. Other Consultants to be Utilized.

ELS will continue to fully provide the wetland consulting services as requested by the IWWA and the Office of the City Attorney when applicable. No outside consultants are expected to be used.

**Request for Qualifications
DEPARTMENT OF PUBLIC PURCHASES
Margaret Morton Government Center
999 Broad Street
Bridgeport, Ct 06604**

SEALED QUALIFICATIONS will be received by the Purchasing Agent on the following until
2:00 p.m., Wednesday, June 18, 2014

Kathryn Cullen, Buyer

PEB1486- Request for Qualifications - Inland Wetlands Consultant

May 5, 2014

Three (3) copies of separate, sealed Request for Qualifications for a qualified consultant to assist the Inland Wetlands and Watercourse Agency of the City of Bridgeport will be received by the Department of Public Purchases, 999 Broad Street, Bridgeport, CT 06604 until 2:00 PM on Wednesday, June 18, 2014 and then at said office publicly opened for the following:

The intent of the Request for Qualifications is to seek a Qualified Consultant to assist in reviewing inland wetland applications. The Consultant will be expected to review wetlands applications on behalf of the Agency; prepare written reports, attend commission meetings, and make site visits as deemed appropriate.

The following is a general description of work included in this Contract:

The consultant will have extensive knowledge and experience in dealing with inland wetlands issues/problems. The consultant must be well versed with the laws governing inland wetlands in Connecticut. The consultant must have experience in representing inland wetlands or conservations commissions in other communities.

The consultant will be directly responsible for the following:

1. Reviewing development proposals involving inland wetlands that are submitted to the Wetlands Agency, and for which a full review is deemed necessary;
2. Prepare and submit a detailed report to the Agency analyzing the impact of the proposed development upon inland wetlands, highlighting any anticipated adverse impacts resulting from the development;
3. Attend Agency meetings and give testimony on behalf of the Agency;
4. Work with and coordinate with the Office of Planning and Economic Development Staff;
5. Perform field inspections as deemed necessary by the Agency;
6. And perform such other tasks as the Agency may from time to time require.

INTRODUCTIONS

The City of Bridgeport is an urban community in eastern Fairfield County on Long Island Sound. It has a population of approximately 141,000 persons concentrated in 17.5 miles.

Bridgeport has a mayor/council form of government. An elected twenty-member city council is presided over by a full-time mayor who oversees the day-to-day operations of the city. All council members serve two-year terms. The mayor serves for four years.

The Inland Wetlands and Watercourses Agency consist of twelve members – nine regular and three alternates. The mayor appoints the members with confirmation by the City Council. Each member is appointed for a period of three years.

TIME FRAME

It is anticipated that the successful consultant will be selected within three to four weeks following submission.

GENERAL CONDITIONS

The City of Bridgeport is tax exempt and the appropriate certificates will be furnished to the consultant upon selection. No proposal shall contain any tax charges or provisions for taxes.

The city reserves the right to reject any or all offers received. There are no competitive bid obligations. Following receipt of the Request- For-Qualifications, the city is not obligated to go forward with the awarding of the professional services contract.

The selection qualification statement will be used as the basis for negotiations. This solicitation does not constitute a bid.

The individual or firm selected will be expected to abide by the City of Bridgeport – Code of Ethics.

The information supplied by the consultant may not be withdrawn for a period of sixty- (60) days from the due date in order to give city officials an opportunity to evaluate the proposals and determine if an award should be made.

The bidder must not discriminate, nor permit discrimination against any person on the grounds of race, color, national origin, sexual orientation, religion, sex, disability, or veteran status, in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public, and in any of their other business operations.

FORM AND CONTENT OF SUBMISSION

Qualified consultants interested in being considered for this project must respond in accordance with the following format. All responses must include:

1. A letter of transmittal signed by the principal of the firm
2. A statement of the specific services the firm can provide and the names of the principal individuals who will be assigned to work with the city.
3. A listing of support services and personnel who will be assigned to work on the project.
4. Organizational structure and qualifications of the firm. Identify the structure and scope of the firm's work along with a statement of qualifications or resumes of the firm and/or the principal employees identified.
5. Description of the process (methodology) to be used in performing the task.
6. A list of references of other municipalities for whom the firm has provided similar services as those described herein.
7. Geographic location of the office that will be utilized to perform the work. Provide the address and telephone number(s).
8. Provide a fee proposal for providing services and the billing process that will be utilized to request payment. Upon selection of the consultant, a contract listing a not-to-exceed total fee figure based on the RFQ and negotiations to follow will be required.

9. List all services rendered to municipalities within the past 5 years and the pertinent details of each, and the name and phone number of the person to whom you reported.
10. The consultant may submit any other relevant information deemed appropriate to this task that may assist the city in the selection process.
11. A list of all other consultants to be utilized by the lead consultant to complete the task.

SELECTION CRITERIA

The successful consultant will be selected based on the following criteria:

1. Professional Qualifications - 15%
2. Special Experience and Technical Competence – 15%
3. Capacity – 10%
4. Knowledge of the City of Bridgeport –25%
5. Geographic Proximity – 20%
6. Previous municipal projects – 15%

A selection panel made up of three to five (3 - 5) persons will be established to review and evaluate all submissions. The panel will consist of but not necessarily be limited to the Director of Land Use Construction Review, City Planning Director or his designee, Inland Wetlands Agency member, one member appointed by Bridgeport Regional Business Council and one member of the general public.

This project is subject to utilization goals and set asides for participation of certified MWBE's. The overall utilization goal for Minority-Owned Business Enterprises is 15% and for Women-Owned Business Enterprises is 15% for this project.

All submissions shall be typed on 8 1/2 X 11 inch paper in triplicate, with one reproducible copy.

For further questions or information of the specific project requirements please contact **William Minor at (203) 576-7222 or Fax 576-7213.**

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement 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.

The City reserves the right to waive any informality or to reject any or all Qualifications in part or whole in the best interest of the city.

All Contractors located or owning property in the City of Bridgeport shall assure that all real and personal property taxes are paid.

The City will verify payment of all real and personal property taxes by the Contractor prior to the award of any contract renewal.

Do not include in your quotation taxes for which the City is not liable, as tax exemption certificates will be furnished upon request.

The bidder must not discriminate, nor permit discrimination against any person on the grounds of race, color, national origin, sexual orientation, religion, sex, disability, or veteran status, in their

employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public, and in any of their other business operations.

The City reserves the right to add or delete quantities as required by the City.

Certificates of Insurance required shall be furnished to the Department of Public Purchases, City Hall, 45 Lyon Terrace, Bridgeport, Connecticut 06604 and must be shown as issued to the City of Bridgeport

The City may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City all such information.

No bidder may withdraw this bid within 60 days after the actual date of the opening thereof.

It is hereby understood, agreed and acknowledge that upon award of the successful bid the undersigned bidder shall be bound and obligated to perform for the City of Bridgeport in accordance with the Terms, Obligations, Conditions, and Specifications as set forth in this bid and the Invitation to Bid. Any changes, revisions or alterations of this contract of the Terms, Conditions, and Requirements herein shall deem this document to be null and void. **This bid and the Invitation to Bid shall be an enforceable contract between the City and the undersigned bidder.**

Bid Submission: Sealed Qualifications must be received and time-stamped prior to bid closing time. No bid received after bid-closing time will be considered. To assure that your bid received priority treatment within our mailing systems please mark as follows.

Bid Number, Due, Date & Time --

**PEB498146 – Request for Qualifications – Inland Wetland Consultant
- due 2:00 p.m., Wednesday, June 18, 2014**

Late Qualifications: It shall be the sole responsibility of the bidder to pay for any type of delivery service charge, and to see that his/her bid is received on time. The clock used shall be the Purchasing Agent's official date and time stamp clock. The City does not assume financial responsibility for late deliveries by the U.S. Postal System or any other delivery service

If your envelope is not marked accordingly, the City will not assume responsibility.

Environmental Land Solutions, LLC

Company Name:

June 10, 2014

Date:

8 Knight St., Suite 203, Norwalk, CT 06851

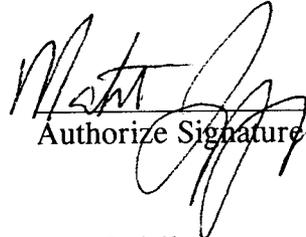
Address:

Matthew J. Popp

Name of Officer Co/Corp.

(203) 855-7879

Telephone:



Authorize Signature:

(203) 855-7836

Fax:

matt@elsllc.net

E-Mail Address

June 10, 2014

Date:

Contract Award Signature:

06-1432004

Employer Federal I.D. Number



BILL FINCH
Mayor



City of Bridgeport, Connecticut
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

COMM. #151-13 Referred to ECD&E Committee
on 09/02/2014

August 26, 2014

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

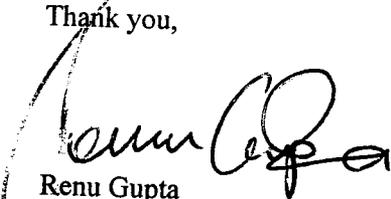
Re: **Resolution – State of Connecticut Office of Policy & Management Right Response
CT Network (#15434)**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Policy &
Management Right Response CT Network** for the City Council.

Grant: **City of Bridgeport application to the State of Connecticut Office of Policy &
Management Right Response CT Network grant program**

If you have any questions or require any additional information please contact me at 203-576-7732 or
renu.gupta@bridgeportct.gov.

Thank you,


Renu Gupta
Central Grants Office

RECEIVED
CITY CLERK'S OFFICE
2014 AUG 27 A 11:39
ATTEST
CITY CLERK



GRANT SUMMARY

**PROJECT TITLE: State of Connecticut Office of Policy & Management Right Response CT
Network Program (#15434)**

NEW _____ RENEWAL X CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Renu Gupta**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: City of Bridgeport Central Grants Office working with Police Department is applying for funds from State of Connecticut Office of Planning and Management for a grant to implement a school-police- community collaboration to improve school safety through consistent and appropriate handling of disruptive behavior in schools.

CONTRACT PERIOD: October 2014- September 2015

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):	FUNDS REQUESTED
Federal:	Subcontract to RYASAP- \$15,000 to implement program
State: \$15,000	• Contractual- 10,000
City:	• Travel -1000
Other:	• Supplies- 2500
	• Indirect costs-1500

A Resolution by the Bridgeport City Council .

Regarding the

**State of Connecticut Office of Policy & Management
Right Response CT Network Program
(#15434)**

WHEREAS, the State of Connecticut Office of Policy & Management (OPM) is authorized to extend financial assistance to municipalities in the form of grants; and,

WHEREAS, this funding has been made possible through a grant under the Right Response CT Network Grant Program for the Bridgeport – Right Response to Improve School Discipline Grant Program; and,

WHEREAS, funds under this grant will be used for School-Police- Community collaboration to improve school safety through consistent and appropriate handling of disruptive behavior in schools; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submits an application to the State of Connecticut Office of Policy & Management in the amount of \$15,000 to implement a Bridgeport – Right Response to Improve School Discipline Grant Program :

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

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Office of Policy & Management in the amount of \$15,000 to implement a Bridgeport – Right Response to Improve School Discipline Grant Program focused on improving school discipline and safety
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of Connecticut Office of Policy & Management Right Response Connecticut Network Grant Program 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
CENTRAL GRANTS OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 332-5662
Fax (203) 332-5657

ANDREW J. NUNN
Chief Administrative Officer

CHRISTINA B. SMITH
Director
Central Grants

BILL FINCH
Mayor

**COMM. #152-13 Referred to ECD&E Committee
on 09/02/2014**

August 25, 2014



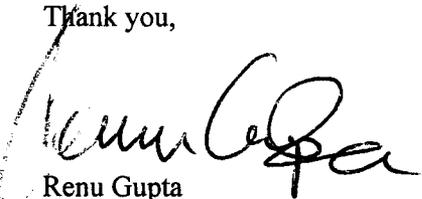
Office of the City Clerk
City of Bridgeport
45 Lyon Terrace, Room 204
Bridgeport, Connecticut 06604

**Re: Resolution – State of Connecticut Department of Public Health FY 2015 Lead
Poisoning Prevention Financial Assistance**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut
Department of Public Health FY 2015 Lead Poisoning Prevention Financial
Assistance** to be referred to the **Economic and Community Development &
Environment Committee** of the City Council.

If you have any questions or require any additional information please contact me at 203-576-7732 or
Renu.Gupta@bridgeportct.gov.

Thank you,


Renu Gupta
Central Grants Office

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 AUG 27 A 11:39



GRANT SUMMARY

PROJECT TITLE: State of Connecticut Department of Public Health FY 2015 Lead Poisoning Prevention Financial Assistance

NEW _____ RENEWAL CONTINUING

DEPARTMENT SUBMITTING INFORMATION: **Central Grants Office**

CONTACT NAME: **Renu Gupta**

PHONE NUMBER: **203-576-7732**

PROJECT SUMMARY/DESCRIPTION: The City of Bridgeport is seeking financial assistance from the State of Ct Department of Public Health to create and expand awareness of lead poisoning prevention to the city residents, parents, medical and day care providers. The funding will be used to pay for the educational materials and cover the costs of the personnel

CONTRACT PERIOD: 7/1/2014-6/30/2015

IF APPLICABLE

FUNDING SOURCES (include matching/in-kind funds):

Federal: 0

State: \$166,252

City: 0

FUNDS REQUESTED

Salaries/Benefits: Lead
Office
personnel

Supplies:

Salary	46,657
Benefits	15,307
Travel: 56per mile X 800miles	448
Staff Development/Training:	10,000
Educational Materials:	43,099
Office Supplies:	4,741
Meeting Materials:	5,000
Contractual (Subcontracts)*	13,400
General Stipends	15,600
Equipment Maintenance	12,000

A Resolution by the Bridgeport City Council

Regarding the

**State of Connecticut Department of Public Health FY 2015 Lead Poisoning Prevention Financial Assistance
Project # 15236**

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

WHEREAS, this funding has been made possible through the Lead Poisoning Prevention Program; and,

WHEREAS, funds under this grant will be used to create awareness and provide education to prevent lead poisoning; and,

WHEREAS, it is desirable and in the public interest that the City of Bridgeport Central Grants Office, submit an application to the State of Connecticut Department of Public Health in the amount of \$166,252 for the purpose of providing public outreach about lead poisoning prevention to residents, medical and daycare providers; and

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

1. That it is cognizant of the City's grant application to and contract with the State of Connecticut Department of Public Health for the purpose of implementing the lead poisoning prevention activities ; and,
2. That it hereby authorizes, directs and empowers the Mayor or his designee to execute and file such application with the State of CT Department of Public Health for the Lead Poisoning Prevention Grant Program and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

DAVID M. KOORIS
Director

COMM. #153-13 Referred to ECD&E Committee on
09/02/2014



City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

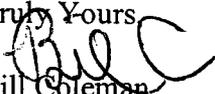
August 27, 2014

Re: Affordable Housing Tax Incentive Development Agreement
Cherry Street Adaptive Reuse Project - For Referral to ECDE Committee

Dear City Clerk and Honorable Members of the City Council:

The attached would authorize a Tax Incentive Development Agreement in support of a proposed \$44 million Adaptive Reuse Historic Restoration of former factory buildings in the City's West End. This is for referral to ECDE Committee.

Truly Yours


Bill Coleman

Director of Neighborhood Development

C: David Kooris, Director

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 AUG 27 P 4: 15

**A Resolution Authorizing a Tax Incentive Development Agreement
for the Cherry Street Adaptive Reuse Redevelopment Project**

Whereas Sections 8-215 and Section 8-216 of the Connecticut General Statutes (the “Statute”) provide that municipalities may by ordinance provide for real estate tax abatements for housing developed solely for low or moderate-income persons, and may enter into Agreements with the State of Connecticut, acting through its Department of Housing (the “State”) to provide for the State’s reimbursement, at the State’s discretion, to the municipality of such taxes abated for this purpose;

Whereas the Statute provides that such tax abatement shall be used for one or more of the following purposes: (1) To reduce rents below the levels which would be achieved in the absence of such abatement and to improve the quality and design of such housing; (2) to effect occupancy of such housing by persons and families of varying income levels within limits determined by the Commissioner of Economic and Community Development by regulation, or (3) to provide necessary related facilities or services in such housing;

Whereas Corvus Capital LLC, or its affiliate entity, (the “Developer”) is the contract purchaser of the real property currently comprised of three parcels known as 375 Howard Avenue; 1289 Railroad Avenue; 72 Cherry Street; (the “Property”), which properties represent roughly one half of the block bounded by Cherry Street, Hancock Avenue, Railroad Avenue, Howard Avenue (the “Block”);

Whereas on May 24, 2014, the Developer secured the Bridgeport Planning and Zoning Commission’s Approval of its Mixed Use Adaptive Reuse Plan to convert the Block through historic renovation into 311 residential units, parking, open space, and approximately 60,000 square-feet of complementary commercial space, which may include a charter school (the “Project”);

Whereas, the Project is to be carried out in two phases, the first phase to be constructed on the Property and to comprise an approximately \$44 million investment in the development of 156 residential units (the “Housing Units”) 60,000 square-feet of commercial space, and 40,000 square-feet of open space (such improvements to be known collectively as the “Phase One Improvements” or “Phase One”);

Whereas the Housing Units shall be made available to persons earning 60% and 80% of the Area's Median Income ("AMI"), as defined by the US Department of Housing and Urban Development ("HUD"), such that all of the units proposed in the Project shall meet the definition of the Statute as being restricted to low or moderate income persons;

Whereas the Developer also proposes to construct what the Statute terms "necessary related facilities," anticipated to include such uses as a neighborhood grocery, supportive office space, conference space, lobby space, community meeting rooms, a laundry area, outdoor open space, and required off-street parking, all designed to support on-site resident needs as well as to provide broader community amenities;

Whereas the City of Bridgeport's Office of Planning and Economic Development ("OPED") finds that the public purposes of the Statute are met, that the Development is consistent with the City's Master Plan and that it is in the City's interest to encourage the redevelopment of the Block;

Whereas the Developer seeks to finance the Project through a combination of sources, including financing from the Connecticut Housing Finance Authority;

Whereas the Developer's ability to attract the capital needed to construct the Project is contingent in part upon its ability to present a stable operating pro-forma with a stable, predictable, real estate tax payment schedule (as to be detailed more specifically in the "Tax Incentive Agreement");

Whereas OPED judges the Developer to be capable of carrying out the Project, judges the Project design to be of high quality, and judges the cost structure and operating structure of the Project to be reasonable and within industry standards;

Whereas OPED judges the Tax Incentive Agreement to be warranted and necessary for the success of the Project, and has conducted a financial feasibility analysis that concludes that without the Tax Incentive Agreement, the Project would not proceed;

NOW THEREFORE BE IT RESOLVED that that the Mayor or the Director of the Office of Planning and Economic Development or their designee is authorized to negotiate and execute a Tax Incentive Development Agreement that will fix the real estate taxes at the Property for thirty years after the completion of the Project as evidenced by the appropriate documentation from the City's Building Department, and as to be administered by the normal practices of the Tax

Collector's Office, as per a payment schedule which shall zero out taxes during construction and then establish a minimum payment of \$35,000 per year to escalate at 3% per year;

BE IT FURTHER RESOLVED that the Mayor, the Chief Administrative Officer, the Director of the Office of Planning and Economic Development, the Tax Assessor, and the Tax Collector, are each authorized to negotiate and execute such agreements, including Agreements with the Developer and Agreements with the State, and take such other necessary or desirable actions in furtherance of the Project and consistent with this resolution as they may deem to be in the best interests of the City.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

DAVID M. KOORIS
Director

Comm. #154-13 Referred to ECD&E Committee on
09/02/2014

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604



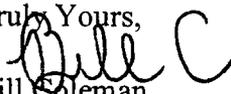
August 27, 2014

Re: Amendment to Municipal Development Plan- West End Redevelopment Area
For Referral to ECDE Committee

ATTEST
CITY CLERK
RECEIVED
CITY CLERK'S OFFICE
2014 AUG 27 P 4:17

Dear City Clerk and Honorable Members of the City Council:

OPED seeks Council authorization to amend the West End Municipal Development Plan to designate for acquisition and subsequent disposition four blighted parcels, which comprise half a city block in the West End Redevelopment Area, between Railroad and Cherry and Hancock and Howard. Located along I-95 and the Metro North Railroad, these parcels present an awful image for the City. They have seen two fires in recent years. The properties are in foreclosure, but that process to acquire is uncertain and time-consuming. The blight is hindering the redevelopment of the entire block, which has been approved by Planning and Zoning Commission for a mixed use historic restoration project. Corvus Capital is the Developer of this Project. Per the amended MDP, the City would acquire in order to transfer these properties to Corvus Capital for the redevelopment of the entire Block. OPED would acquire at less than appraised value. OPED would transfer, with State DECD approval, at or near appraised value. This amendment will allow us to the use the State DECD West End funds, which are designated solely for this area.

Truly Yours,

Bill Coleman
Director of Neighborhood Development

C: David Kooris, Director

**A Resolution Approving Amendment #4 to the West End Municipal Development
Plan To Designate for Acquisition and Disposition Certain Properties
in the West End Redevelopment Area
for the Cherry Street Adaptive Reuse Project**

WHEREAS, the block bounded by Cherry Street, Hancock Avenue, Railroad Avenue, Howard Avenue (the "Block") is located within the West End of the City, and within the West End Municipal Development Plan ("MDP") Redevelopment Area, as amended:

WHEREAS, the Block contains over 300,000 square-feet of vacant and blighted buildings, all of which formerly housed industrial companies, and all of which are historic;

WHEREAS, the MDP was originally adopted by action of the City Council pursuant to Chapter 130 and 132 of Connecticut General Statutes;

WHEREAS, the economic conditions of the MDP Area have changed dramatically since its original adoption in 1996, most particularly with respect to the adaptive residential reuse potential and historic residential and mixed-use conversion of the older factory buildings in the area;

WHEREAS, on May 24, 2014, Corvus Capital, LLC, (the "Developer") secured the Bridgeport Planning and Zoning Commission's Approval of its Mixed-Use Adaptive Reuse Plan to convert the Block through historic renovation into 311 residential units, parking, open space, and approximately 60,000 square-feet of complementary commercial space, which may include a charter school (the "Project");

WHEREAS, the Project is to be carried out in two phases, the first phase to be constructed on the eastern half of the Block and to comprise an approximately \$44 million investment in the development of 156 residential units, 60,000 square-feet of commercial space, and 40,000 square-feet of open space (such improvements to be known collectively as the "Phase One Improvements" or "Phase One");

WHEREAS, the second phase of the Project shall be constructed on the western half of the Block at a similar cost of approximately \$44 million and shall include approximately 165 residential units and related commercial, parking and open space (the "Phase Two Improvements" or "Phase Two");

WHEREAS, the eastern half of the Block consists of 3 parcels of land which are privately owned, and are under contract to be sold to the Developer as follows: 375 Howard Avenue; 1289 Railroad Avenue; 72 Cherry Street; (collectively, the "Phase One Parcels");

WHEREAS, the western half of the Block consists of 4 parcels which are privately owned and currently subject to a tax foreclosure action by the City, as follows: 62 Cherry Street; 80 Cherry Street; 1341 Railroad Avenue; 1325 Railroad Avenue; (collectively, the "Phase Two Parcels");

WHEREAS, the Developer anticipates beginning the two-year construction of the Phase One Improvements in March of 2015 and, assuming a pre-leasing rate of 15 units per month for the Phase One residential, subsequently anticipates beginning the two-year construction of the Phase Two Improvements on or about March of 2016;

WHEREAS there is a need to address the blight on the Phase Two Parcels concurrent with the development of the Phase One Improvements so that Phase One may be successful in attracting the anticipated market absorption;

WHEREAS, the City wishes to use State of Connecticut DECD West End Redevelopment Funds, which include State Grant Monies as well as Revenue realized from property dispositions within the West End MDP, (collectively the "West End Funds") to advance the Project by acquiring the Phase Two Parcels, to perform environmental investigations, to demolish the fire-damaged building at 62 Cherry Street, to secure the Parcels from trespassers, to improve the appearance of the buildings from Interstate 95, and ultimately to negotiate the transfer of the Phase Two Parcels under the MDP to the Developer for the completion of the Project on the Block

WHEREAS, the City, acting through the Bridgeport Redevelopment Agency, its previously designated development entity for this MDP, has adopted this Amendment #4 to the MDP to designate the properties on the Block as properties to be acquired for adaptive reuse;

WHEREAS, the City of Bridgeport's Planning and Zoning Commission has approved this Amendment #4 to the MDP;

WHEREAS, the State of Connecticut's Department of Economic and Community Development has approved this Amendment #4 to the MDP;

NOW THEREFORE BE IT RESOLVED that the Bridgeport City Council hereby approves and authorizes this Amendment #4 to the MDP, stipulating that the Phase Two Parcels herein referenced are hereby designated as parcels to be acquired and disposed of under the MDP for the furtherance of the Cherry Street Adaptive Reuse Redevelopment Project.

BE IT FURTHER RESOLVED that nothing in this resolution is meant to limit or contradict in any way the general authority granted to the Director pursuant to the City Council Resolution adopted on August 4, 1997 relevant to the implementation of the West End MDP.



BILL FINCH
Mayor

City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT
DEPARTMENT OF CITY PLANNING
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

DAVID M. KOORIS
Director

COMM. #155-13 Referred to ECD&E Committee on
09/02/2014

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604



August 27, 2014

Re: Acquisition and Transfer of Properties in West End Redevelopment Area
For Referral to ECDE Committee

ATTEST
CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
2014 AUG 27 P 4:15

Dear City Clerk and Honorable Members of the City Council:

OPED seeks Council authorization to use previously allocated State of Connecticut DECD monies to acquire four blighted parcels, which comprise half a city block in the West End Redevelopment Area, between Railroad and Cherry and Hancock and Howard. Located along I-95 and the Metro North Railroad, these parcels present an awful image for the City. They have seen two fires in recent years. The properties are in foreclosure, but that process to acquire is uncertain and time-consuming. The blight is hindering the redevelopment of the entire block, which has been approved by Planning and Zoning Commission for a mixed use historic restoration project. Corvus Capital is the Developer of this Project. OPED would acquire in order to transfer these properties to Corvus Capital for the redevelopment of the entire Block. OPED would acquire at less than appraised value. OPED would transfer, with State DECD approval, at or near appraised value.

By separate resolution, OPED is also requesting an amendment to the West End Municipal Development Plan to stipulate that these properties are slated for acquisition under the Plan. This amendment will allow us to use the State DECD West End funds, which are designated solely for this area.

Truly Yours,

Bill Coleman
Director of Neighborhood Development

C: David Kooris, Director

A Resolution by the Bridgeport City Council
Authorizing the Acquisition and Subsequent Disposition of Four Properties
in the West End Redevelopment Area
for the Cherry Street Adaptive Reuse Redevelopment Project

WHEREAS, the block bounded by Cherry Street, Hancock Avenue, Railroad Avenue, Howard Avenue (the "Block") is located within the West End of the City, and within the West End Municipal Development Plan ("MDP") Redevelopment Area, as amended:

WHEREAS, the Block contains over 300,000 square-feet of vacant and blighted buildings, all of which formerly housed industrial companies, and all of which are historic;

WHEREAS, on May 24, 2014, Corvus Capital, LLC, (the "Developer") secured the Bridgeport Planning and Zoning Commission's Approval of its Mixed Use Adaptive Reuse Plan to convert the Block through historic renovation into 311 residential units, parking, open space, and approximately 60,000 square-feet of complementary commercial space, (the "Project");

WHEREAS, the Project is to be carried out in two phases, the first phase to be constructed on the eastern half of the Block and to comprise an approximately \$44 million investment in the development of 156 residential units, 60,000 square-feet of commercial space, and 40,000 square-feet of open space (such improvements to be known collectively as the "Phase One Improvements" or "Phase One");

WHEREAS, the second phase of the Project shall be constructed on the western half of the Block at a similar cost of approximately \$44 million and shall include approximately 165 residential units and related commercial, parking and open space (the "Phase Two Improvements" or "Phase Two");

WHEREAS, the eastern half of the Block consists of 3 parcels of land which are privately owned, and are under contract to be sold to the Developer as follows: 375 Howard Avenue; 1289 Railroad Avenue; 72 Cherry Street; (collectively, the "Phase One Parcels");

WHEREAS, the western half of the Block consists of 4 parcels which are privately owned, under contract to the Developer, but also subject to a tax foreclosure action by the City, as follows: 62 Cherry Street; 80 Cherry Street; 1341 Railroad Avenue; 1325 Railroad Avenue; (collectively, the "Phase Two Parcels");

WHEREAS, the Developer anticipates beginning the two-year construction of the Phase One Improvements in March of 2015 and, assuming a pre-leasing rate of 15 units per

month for the Phase One residential, subsequently anticipates beginning the two-year construction of the Phase Two Improvements on or about March of 2016;

WHEREAS there is a need to address the blight on the Phase Two Parcels concurrent with the development of the Phase One Improvements so that Phase One may be successful in attracting the anticipated market absorption;

WHEREAS, private capital is not currently available to remove the blight on the Phase Two Parcels;

WHEREAS, the City wishes to use existing State of Connecticut DECD West End Redevelopment Funds ("West End Funds") to address the blight on the Phase Two Parcels, by among other things, performing environmental investigations on the Phase Two Parcels, demolishing the fire-damaged building at 62 Cherry Street, securing the Parcels from trespassers, improving the appearance of the buildings from Interstate 95;

WHEREAS, the City can most readily use the "West End Funds" on properties it owns;

WHEREAS, the City can also use the West End Funds for the acquisition of properties which are designated for acquisition within the West End MDP, as amended;

WHEREAS, the City Council is being requested simultaneously to amend the West End MDP to designate the Phase Two Properties for acquisition;

WHEREAS, the City wishes to acquire the Phase Two Properties so as to have direct control over them within the earliest and most certain time-frame possible, with a direct acquisition by the City being faster than the time-frame afforded by foreclosure and more certain than the alternative of the Developer's (diligence-dependent and financing-dependent) direct acquisition;

WHEREAS, provided the Developer is moving toward substantial completion of the Phase One Improvements as per the agreed-upon schedule, it is the City's intent to transfer the Phase Two Properties, with the consent of the State DECD, at a negotiated price, at or near appraised value, to the Developer for the completion of the Project on the Block;

WHEREAS, should the Developer not complete the Phase One Improvements or fail to reach a negotiated price with the City for the acquisition of the Phase Two Parcels, then the City would intend to market the Phase Two Properties to a subsequent developer;

WHEREAS, the City has West End Funds sufficient to purchase the Phase Two Properties as per the attached "Terms of Acquisition."

NOW THEREFORE, BE IT RESOLVED, that the Mayor or the Director of the Office of Planning and Economic Development is authorized to negotiate and conclude the acquisition of the Phase Two Properties in accordance with a contract of sale based upon

the attached "Terms of Acquisition," and is further authorized to take any and all other necessary actions related to the acquisition consistent with the purposes of this Resolution.

BE IT FURTHER RESOLVED, that pursuant to the West End MDP, the Mayor or the Director of the Office of Planning and Economic Development is authorized to negotiate and conclude the subsequent disposition of the Phase Two Properties at or near appraised value to the Developer for the completion of the Project, and is further authorized to take any and all other necessary actions related to the acquisition consistent with the purposes of this Resolution.



CITY OF BRIDGEPORT
CHIEF ADMINISTRATIVE OFFICE

999 Broad Street
Bridgeport, Connecticut 06604
Telephone (203) 576-3964 Fax (203) 332-5652

BILL FINCH
Mayor

COMM. #157-13 Referred to ECD&E Committee
on 09/02/2014

ANDREW J. NUNN
Chief Administrative
Officer

August 27, 2014



Fleeta C. Hudson, City Clerk &
Frances Ortiz, Asst. City Clerk
Office of the City Clerk
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed Grant Application for Electric Vehicle Supply Equipment (EVSE) Projects

Dear City Clerk Hudson:

ECD+E (FO)

Kindly place the above-referenced matter on the Tuesday, September 2, 2014 City Council Agenda for FOR REFERRAL TO CONTRACTS COMMITTEE. Enclosed herewith are twenty-five (25) copies of this letter with the Grant Application attached.

RECEIVED
CITY CLERK'S OFFICE
2014 AUG 27 10:46
ATTN: CITY CLERK

This grant application is soliciting State funding for the purchase and installation of a publicly available dual charging head electric vehicle charging station for siting in the Harbor Yard district of the Downtown region.

I will attend the Tuesday, September 9, 2014 Contract Committee meeting, at which it is anticipated that this matter will be on the agenda to be heard and acted upon. Thank you for your assistance in this matter.

Very truly yours,

Christopher M. Anastasi

Christopher M. Anastasi, Sustainability Coord.

Cc: Mayor Bill Finch

Thomas McCarthy, City Council President ECD+E (FO)

~~Howard Austin, Sr., Co-Chair of Contracts Committee~~ ECD+E (FO)

~~Richard DeJesus, Co-Chair of Contracts Committee~~ ECD+E (FO)

Andrew Nunn, CAO

Adam Wood, Chief of Staff

Jorge Garcia, Public Facilities Dir.

Christina Smith, Dir. Central Grants

Jacob Robison, Sustainability Office

L. Martinez
J. BANTA



Proposal Form for Electric Vehicle Supply Equipment (EVSE) Projects

Instructions

Complete all sections of this form. All proposals must be received by 5:00 p.m. on Wednesday, August 27, 2014 to be considered. Proposals should be submitted to the Connecticut Department of Energy and Environmental Protection (DEEP) via e-mail at EVConnecticut@ct.gov. Questions may be directed by e-mail to EVConnecticut@ct.gov.

Program Description

This opportunity offers assistance to help promote electric vehicle (EV) use by expanding the geographical diversity of publicly-accessible EVSE in Connecticut. The stations will bear the "EVConnecticut" logo and will be on property available for public use, at major traffic generators such as town halls or downtown areas central to destinations and underserved by existing charging stations (see attached map).

Available Funding

Funding for this program is variable and will depend on the degree to which a proposal satisfies the preferential criteria for the program. The minimum amount offered for successful proposals will be half the cost of the project, up to \$2,000 per unit or \$4,000 per location (i.e., up to two chargers installed on one property). However, some projects will be eligible to receive up to 100% of the cost of the project, with a maximum of \$10,000.

Evaluation Criteria

Proposed projects will be evaluated based on cost effectiveness and economic benefits to Connecticut. Project ideas will be ranked for funding according to the criteria outlined in the [program criteria document](#). To be eligible for 100% funding, the EVSE must be available to the public at no cost, 24 hours a day, seven days a week and be located at a major traffic generator such as a town hall or downtown area that is central to destinations and presently underserved by EVSE.

Part I: Ranking Criteria: Please check those that apply

Commitment of applicant to make the EVSE readily available to the public at no fee for, at least, the next three years¹	<input checked="" type="checkbox"/>
Operational and available 24 hours a day, seven days a week	<input checked="" type="checkbox"/>
Location at a major traffic generator, which is defined as an important regional attraction, event, or facility that attract persons or groups from beyond a local community, city, or metropolitan area; it can include downtowns, town halls, libraries or recreation centers;	<input checked="" type="checkbox"/>
Location in areas underserved by EVSE	<input checked="" type="checkbox"/>
Within walking distance of restaurant, retail, and/or entertainment opportunities	<input checked="" type="checkbox"/>
Location along major thoroughfares and high traffic areas	
Location along major state and local transportation corridors	<input checked="" type="checkbox"/>
Location will provide:	
• Lighting	<input checked="" type="checkbox"/>
• Shelter from inclement weather for drivers to wait while their EV is charging	<input type="checkbox"/>
Situate each EVSE so it can accommodate at least two vehicles	<input checked="" type="checkbox"/>

Recipients must agree to operate the EVSE only as a not-for-profit venture. Any fees collected should only be sufficient to cover operating expenses, including payment system services.

For DEEP Use Only:	Total Criteria Points Assigned:	
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¹ In lieu of a commitment to provide no cost charging for three years, applicants must submit a business model for an open access payment system with a maximum cost of \$1.00 per hour; major credit cards must be accepted for immediate access to the EVSE with no phone call or other contact required. If you plan to have motorists pay for the charging, submit a business model that meets these requirements with the application. **The business model option is not eligible for 100% funding.**

Part II: Applicant Information

Name & Title of Town or State Official having Site Control:²		Jorge Garcia, Director of Public Facilities			
Town/Agency Name:		City of Bridgeport, CT			
Address:	999 Broad St				
City:	Bridgeport	State:	CT	Zip Code:	06604
Telephone:	(203) 576-7130				
E-Mail:	jorge.garcia@bridgeportct.gov				

Part III: Project Information

How many EVSE units would you plan to install? A single unit with two charging heads is counted as one unit; two units mounted on a single pedestal are counted as two units.	1
--	---

Project Details: <i>(Please use additional forms for multiple installations)</i>	
Address of Proposed Installation: Provide name of facility, street address, street intersection and/or latitude/longitude and city.	500 Main St. Bridgeport, CT 06604
Will the EVSE be located at a parking facility indoors or outdoors?	<input type="checkbox"/> Indoors <input checked="" type="checkbox"/> Outdoors
Do you want pedestal, wall-mounted or overhead EVSE unit(s)?	<input checked="" type="checkbox"/> Pedestal <input type="checkbox"/> Wall-Mounted <input type="checkbox"/> Overhead
Is there electricity at the proposed installation site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is the site lighted at night?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is there shelter at the proposed installation site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
During what hours is the proposed installation site open to the public?	24 hours
Please list any restaurant, retail, entertainment or tourist destinations within walking distance	
The Ballpark at Harbor Yard, Webster Back Arena, Bridgeport - Port Jefferson Ferry, Ralph 'n' Rich's, Barnum Publick House, Misc. other restaurants	

Project Timeline:	Project Start Date:	Sept. 15, 2014	Project End Date:	Nov. 14 2014
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Proposed Budget:	
Please provide a list of the expenses for the specific EVSE brand and installation. You may add line items as needed. Identify each line item being proposed, i.e. "BrandZ pedestal EVSE," "Site Preparation," and/or "Installation of EVSE." Note that DEEP's reimbursement for chargers will not exceed values specified in <u>state procurement contracts</u> .	
Line Item:	Cost
GE Double Pedestal DuraStation	3,999.00
Site Preparation and Installation	3,000.00
Total Project Cost:	6,999.00

² Site Control means (1) ownership of, a leasehold interest in, or a right to develop a site for the purpose of constructing the EVSE; (2) an option to purchase or acquire a leasehold site for such purpose; or (3) an exclusivity or other business relationship between the Applicant and the entity having the right to sell, lease or grant the Applicant the right to possess or occupy a site for such purpose. Documentation for verification may be requested.

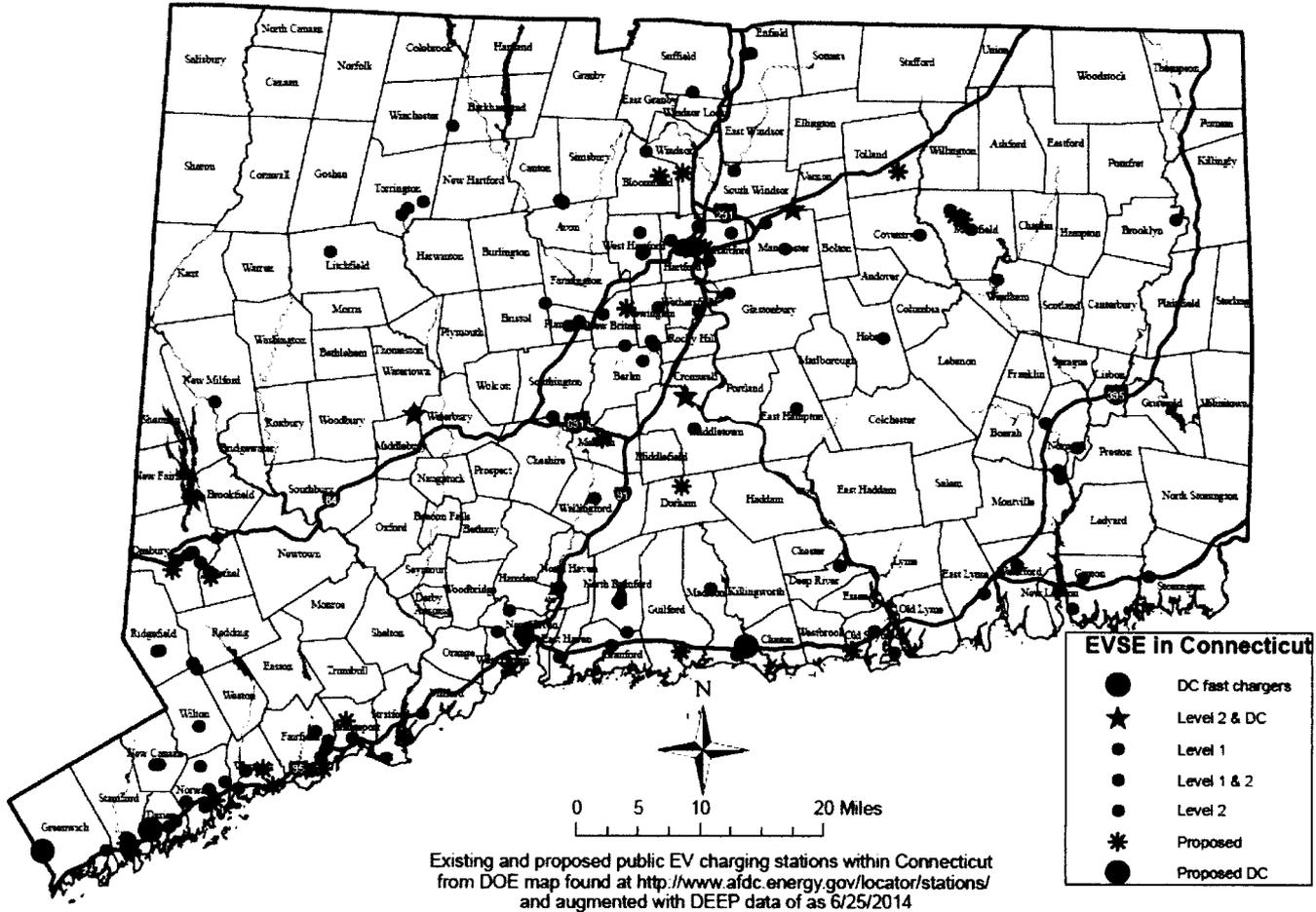
Balance of Funds:	
Applicant attests they can secure the funds for operation and maintenance.	<input checked="" type="checkbox"/>
What is the source of these funds? If this is a partnership effort, name the partner providing funding and the amount.	City of Bridgeport Public Facilities Budget
What is the timeline for securing these funds? (Budget approval process dates)	City Council Meeting, September 15, 2014

Terms and Conditions	
<p>Recipients will be responsible for the procurement of the EVSE, all installation, maintenance, operations and other associated expenses and responsibilities.</p> <p>All recipients must be willing to either:</p> <ol style="list-style-type: none"> a. Provide charging at no cost to the public for the first three years of operation; or b. Provide a business model³ for an open access payment system with a maximum cost of \$1.00 per hour; major credit cards must be accepted for immediate access to the EVSE with no phone call or other contact required. Attach business model if applicable. <p>Recipients will commit to maintain and operate the EVSE as publicly-accessible units.</p> <p>Recipients will agree to the posting of location & availability information on U.S. Department of Energy website.</p> <p>Recipients will have a publicly-accessible EVSE operational as soon after as possible, but no later than November 14, 2014.</p> <p>Recipients will meet commitments made in the application to provide</p> <ul style="list-style-type: none"> • Lighting, • Installation of approved signage, • Shelter from inclement weather for drivers to wait while their EV is charging (if checked on proposal form), and • Operation 24 hours/day, 7 days/week, or limited hours as specified in proposal. <p>Recipients must agree to operate the EVSE as a not-for-profit venture for the lifetime of the unit(s).</p> <p>Before being reimbursed, Recipients must submit the completed reimbursement checklist (see attachment), demonstrate full operation of the publicly-accessible EVSE, and use of approved signage by</p> <ul style="list-style-type: none"> • Providing a photograph of the completed installation, with posted signs, and • Providing a copy of the actual budget with invoices and cancelled checks as documentation of payment for the equipment and installation. <p>Recipients must also provide a signed payment request, on letterhead, for the amount of the grant. A transfer invoice will also be required for state agencies.</p>	
<p>By checking the box above, the applicant certifies that they understand and agree to the terms and conditions of this funding.</p>	
<input checked="" type="checkbox"/>	

³ The business model option is not eligible for 100% funding.

**Existing and Proposed, Publicly-Accessible EVSE
July 2014**

**Connecticut's Existing and Proposed EV Supply Equipment (EVSE)
July 2014**



CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Melanie J. Howlett
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers

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

COMM. #158-13 Referred to Contracts Committee
on 09/02/2014



August 27, 2014

RECEIVED
CITY CLERK'S OFFICE
2014 AUG 28 A 10:30
TEST
CITY CLERK

Fleeta C. Hudson, City Clerk &
Frances Ortiz, Asst. City Clerk
Office of the City Clerk
City Hall
45 Lyon Terrace
Bridgeport, CT 06604

Re: Proposed Master Municipal Agreement for Rights of Way Projects between the City and the CT DOT

Dear City Clerk Hudson:

Kindly place the above-referenced matter on the Tuesday, September 2, 2014 City Council Agenda for FOR REFERRAL TO CONTRACTS COMMITTEE. Enclosed herewith are twenty-five (25) copies of this letter with the Grant Application attached.

This Agreement is the second in a series of agreements that will improve how the CT DOT conducts business with its municipal partners by streamlining the agreement process.

I will attend the Tuesday, September 9, 2014 Contract Committee meeting, at which it is anticipated that this matter will be on the agenda to be heard and acted upon. Thank you for your assistance in this matter.

Very truly yours,


Mark Anastasi

City Attorney

Cc: Mayor Bill Finch

Thomas McCarthy, City Council President
Howard Austin, Sr., Co-Chair of Contracts Committee
Richard DeJesus, Co-Chair of Contracts Committee
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Jorge Garcia, Public Facilities Dir.
David Kooris, Dir. OPED

**MASTER MUNICIPAL AGREEMENT
FOR RIGHTS OF WAY PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY ACTIVITIES (“Master Agreement” or “Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION (the “DOT”), and the City of Bridgeport, 999 Broad Street, Bridgeport, CT 06604 (the “Municipality”). The DOT or the Municipality may each be referred to individually as the “Party” and collectively may be referred to as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, rights of way activities, in conjunction with improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both; and

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the Municipality or the DOT takes on the responsibility for the administration of the rights of way phase of a particular municipal project, and the parties wish for this Master Agreement to address the rights of way phase of the Municipality or State’s administered projects; and

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98e and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 “Administer,” “Administering” or “Administration” of the Rights of Way Project means conducting and managing operations required to perform and complete the Rights of Way Project, including performing the work either by the Municipality or the DOT, as applicable to the particular Rights of Way Project, in whole or in part, undertaking all of the administrative-duties related to and required for the completion of the Rights of Way Project.

1.2 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project under the PAL.

Master Municipal Agreement for Rights of Way Projects

1.3 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.4 “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

1.5 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.6 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.7 “DOT-provided Services” means the work that the DOT is responsible to Perform for the Rights of Way Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.8 “Effective Date” means the date which the Master Agreement is executed by the DOT.

1.9 “Funding” means funds from the state government, the federal government, or a combination of any of the foregoing, designated for a particular Rights of Way Project, as specified in the Project Authorization Letter.

1.10 “Municipality Parties” means a Municipality’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to Perform under the Master Agreement in any capacity.

1.11 “Municipal Project” means a project undertaken by the Municipality for improvements on locally maintained or owned roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. §101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights of way phase, and construction phase.

1.12 “Official Notice” means notice given from one Party to the other in accordance with Article 11.

1.13 “Perform” means for purposes of this Master Agreement, the verb “to perform” and the performance of the work set forth in this Master Agreement which are referred to as “Perform,” “Performance” and other capitalized variations of the term.

Master Municipal Agreement for Rights of Way Projects

1.14 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.15 “Project Amount” means the total estimated cost to complete the Rights of Way Project, as estimated at the time of the DOT’s issuance of the PAL.

1.16 “Project Authorization Letter (“PAL”)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Rights of Way Project during a specified period of time.

1.17 “Records” means all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Rights of Way Project, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

1.18 “Rights of Way Project” means the necessary activities to acquire property in conjunction with a Municipal Project, including, but not limited to, appraisals, title searches, property map reviews, negotiations, and closings.

1.19 “State” means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.20 “Term” means the duration of the Master Agreement.

1.21 “Termination” means an end to the Agreement prior to the end of its term whether effected pursuant to a right which the Agreement creates or for a breach.

Article 2. Issuance and Acknowledgment of PALs for Rights of Way Projects.

2.1 Issuance of PAL.

The DOT shall issue to the Municipality a PAL for the applicable Rights of Way Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Master Agreement will address Rights of Way Projects and will not address the design or construction phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin Performing work with respect to the Rights of Way Project. Additional required steps and approvals are set forth in this Master Agreement.

2.2 Written Acknowledgement of the PAL.

In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the “Written Acknowledgement of the PAL.” The signature of the

Master Municipal Agreement for Rights of Way Projects

Designated Official on the Written Acknowledgement of the PAL constitutes the Municipality's agreement to be bound by the terms of the PAL and the Municipality's agreement to undertake the particular Rights of Way Project (if it is to Administer the Project) in accordance with the terms of the PAL and this Master Agreement. The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the DOT, in its discretion, may extend or waive the deadline set forth in the PAL for the Municipality to submit the Written Acknowledgement of the PAL. Such extension or waiver may be granted after the date set forth in the PAL for submission of the Written Acknowledgement of the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT provided the Written Acknowledgement of the PAL is submitted by the deadline set forth in the PAL or by the date set forth by the DOT in any extension or waiver of the deadline.

2.3 Designated Official.

The Municipality herein represents that the Mayor of the City of Bridgeport is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit the Written Acknowledgement of the PAL(s) to the DOT on its behalf. The signature of the Designated Official shall bind the Municipality with respect to the terms of the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the Parties must amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each Party.

2.4 Obligations of Municipality.

Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Rights of Way Project. Further, if the Municipality is to Administer the Project, the Municipality shall proceed with diligence to Perform its obligations to accomplish the Rights of Way Project and shall use the Funding to complete the same.

2.5 Revisions to the PAL.

Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Rights of Way Project must be approved by the DOT, at its sole discretion, and set

Master Municipal Agreement for Rights of Way Projects

forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Revised PAL." The Revised PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Revised PAL will supersede the previously issued PAL for the Rights of Way Project and will control over any previously issued PAL.

2.6 PAL as a Limitation on Cost of Reimbursement.

The amount of reimbursement for the Rights of Way Project Performed by either Party shall be based upon the cost estimate specified in the PAL, and shall not exceed the amount specified except as set forth in a Revised Rights of Way Project cost estimate in a Revised PAL.

Article 3. Municipality-Administered Rights of Way Projects. When the Municipality is responsible for the Rights of Way Project;

3.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) a statement that the Municipality is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) a statement incorporating this Agreement into the PAL;
- (e) a statement that any property acquired or incorporated into the Rights of Way Project by the Municipality shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Ways Project and the completion of any related construction project;
- (f) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (g) the maximum reimbursement to the Municipality under the PAL;
- (h) an estimated cost break-down for all work under the Rights of Way Project;
and
- (i) the Project Amount.

Master Municipal Agreement for Rights of Way Projects

3.2 Authorization to Proceed Notice.

The Municipality shall not commence the Rights of Way Project until it has received from the DOT an Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Rights of Way Project or for any work Performed by the Municipality's staff on the Rights of Way Project prior to the DOT's issuance of the Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Rights of Way Project.

(a) The Municipality shall designate an individual to act as a liaison with the DOT to provide for the proper interchange of information concerning the Rights of Way Project. The Designated Official of this Master Agreement or his / her successor thereto will be considered the liaison unless the Municipality designates a liaison in accordance with this provision. The liaison will be responsible for coordination with Municipality Parties.

(b) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer the Rights of Way Project in accordance with the PAL and this Master Agreement.

(c) With respect to any Rights of Way Project that receives federal participation in Funding, any costs that the Municipality incurs prior to the receipt of federal authorization for the Rights of Way Project are entirely ineligible for reimbursement with federal funds.

(d) The Municipality shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Rights of Way Project as specified in the PAL and this Master Agreement and for no other purpose.

(e) The Municipality shall conduct a public involvement program in compliance with the requirements contained in the Connecticut Department of Transportation's "Public Involvement Guidance Manual", as revised, which is made a part of this Master Agreement by reference.

(f) The Municipality shall permit the DOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

(g) The Municipality shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act"), as amended, the regulations promulgated in association therewith at 49 CFR Part 24, and the regulations addressing highway-related

Master Municipal Agreement for Rights of Way Projects

issues not covered by the Uniform Act, including 23 CFR Part 710 (collectively, the “Regulations”), as may be revised.

(h) The Municipality shall comply with the DOT’s policies and procedures with respect to Rights of Way Activities summarized in the “Information Guide for Rights of Way Acquisition Activities,” Connecticut Department of Transportation (2013), as may be revised (“Information Guide”), and submit to the DOT an acquisition plan (“Plan”) in accordance with the then-current Information Guide. The Information Guide is incorporated into this Master Agreement by reference.

(i) Upon receipt of written approval of the Plan by the DOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the DOT shall issue a PAL to the Municipality indicating the scope of the Rights of Way Project, the respective obligations of the Parties with respect thereto, and the proportional sharing of costs between the federal government, the State, and/or the Municipality. Upon receipt of Authorization to Proceed Notice from the DOT, the Municipality shall commence the Rights of Way Project.

(j) Pursuant to §7-148 of the Connecticut General Statutes, the Municipality shall acquire all rights, permanent or temporary, that are required for the Rights of Way Project, including, but not limited to, rights of access by the DOT, the Municipality, and/or contractors or consultants for driveways, grading, and sidewalks located within the construction project limits.

(k) The Municipality shall certify to the State, in writing, in accordance with the then-current Information Guide, that it has complied with the Uniform Act, as amended, and forward to the State a summary of the acquisition procedure followed.

(l) Upon completion of its Rights of Way Project, the Municipality shall provide to the DOT all documentation required by the then-current Information Guide.

(m) In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Municipality responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project.

(n) Any property acquired or incorporated into the Rights of Way Project, including any property identified in subsection (m) above, shall be used for transportation purposes only. This provision shall survive this Agreement, the

Master Municipal Agreement for Rights of Way Projects

PAL the completion of the Rights of Way Project and the completion of any related construction project.

3.4 DOT-provided Services.

If the Rights of Way Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Rights of Way Project as set forth in the PAL. DOT-provided Services may include, but not be limited to, technical assistance in engineering reviews, property map reviews, title search, cost estimate reviews, environmental reviews, public hearing assistance, recording and transcription, contract development, fee review and negotiations, and liaison with other governmental agencies that may be necessary for proper development of the Rights of Way Project, while ensuring satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Rights of Way Project, and such inspections shall be deemed DOT-provided Services.

3.5 Costs and Reimbursement.

- (a) The Municipality shall expend its own funds to pay for costs related to Administering the Rights of Way Project and then shall seek reimbursement for approved costs from the DOT.
- (b) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Rights of Way Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:
 - (1) The Municipality shall submit its request for reimbursement to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher"), as may be revised, with supporting data, the cost of services rendered and expenses incurred. With respect to any work that is Performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, and approved direct cost charges for the staff's Performance of the Rights of Way Project.
 - (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.
 - (3) Cost of Condemnation.

In the event that the Municipality must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set

Master Municipal Agreement for Rights of Way Projects

forth in the PAL.

- (4) All requests for reimbursement shall be made by the date the selected contractor is authorized to proceed with the construction activities ("Notice to Proceed"). The Municipality may submit any requests for reimbursements due to court awards subsequent to the Notice to Proceed date.
- (c) The Municipality shall document all expenses it incurs and maintain all records related to the Rights of Way Project costs. Reimbursable municipal costs are limited to reasonable industry costs for necessary activities required for the Right of Way Project as determined by the DOT.
- (d) If the Municipality fails to adequately record expenses and maintain all related records for any Rights of Way Project or fails to submit any records to the DOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Rights of Way Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Rights of Way Project, nor relieve the Municipality from any liability related to its breach.
- (e) The Municipality shall reimburse the DOT for all expenditures incurred by the DOT on the Rights of Way Project in the event the Rights of Way Project is canceled by the Municipality without "good cause." However, the Municipality may request cancellation of the Rights of Way Project, and if determined by the State and the Federal Highway Administration to be justifiable and with "good cause," federal participation in expenditures will be approved up to the percentage of acceptable work completed to the approved date of cancellation. A shift in municipal priorities or lack of municipal funding is considered to be within the control of the Municipality and will not be considered as "good cause."

3.6 Suspension, Postponement, or Termination of a Municipality-Administered Rights of Way Project.

- (a) Suspension, Postponement, or Termination by the DOT.
 - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Rights of Way Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.
 - (2) For Cause. As a result of the Municipality's failure to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with

Master Municipal Agreement for Rights of Way Projects

the respective PAL, the DOT may suspend, postpone or terminate the particular Rights of Way Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT, in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which Performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

(1) The Municipality may request termination of the Rights of Way Project, and if determined by the DOT, in its sole discretion, to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Rights of Way Projects receiving federal participation in Funding, receipt of written concurrence from the FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.

Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which Performance of work under the PAL is terminated and the date upon which termination is effective.

(c) Funding of Acceptable Work. The DOT, shall reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(1) or termination in accordance with subsection (b)(1) and may at its sole discretion, reimburse the Municipality upon suspension, postponement, or termination in accordance with subsection (a)(2). In either case, the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

If in its sole discretion, the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Master Municipal Agreement for Rights of Way Projects

(e) Termination of a specific Rights of Way Project shall not relieve the Municipality of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or its surety of its obligations concerning any claims arising out of the work Performed on the Rights of Way Project prior to the termination date or any obligations existing under insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Rights of Way Projects. When the DOT is responsible for the Rights of Way Project, the following sections of this Article apply;

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) a statement that the DOT is responsible for the Rights of Way Project;
- (b) the scope of the Rights of Way Project;
- (c) the respective obligations of the Parties with respect to the Rights of Way Project;
- (d) the Funding source(s), the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Rights of Way Project;
- (e) the estimated cost for all work under the Rights of Way Project;
- (f) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Rights of Way Project; and
- (g) the Project Amount.

4.2 **DOT to Perform and Complete the Rights of Way Project.**

- (a) The DOT shall use the applicable Funding apportionments to complete the Rights of Way Project and all related activities that the DOT shall Perform under the PAL and pursuant to this Master Agreement.
- (b) The DOT shall acquire all permanent rights that are required for the Rights of Way Project, including, but not limited to, rights of access.
- (c) The Municipality shall acquire all temporary rights, that are required for the Rights of Way Project, including, but not limited to, driveways, grading, and sidewalks located within the construction project limits.

Master Municipal Agreement for Rights of Way Projects

4.3 Demand Deposit Requirement.

(a) The DOT shall prepare a cost estimate for the Rights of Way Project and determine the amount of the Demand Deposit due to the State for the Municipality's proportionate share of such costs.

(b) The Municipality shall provide the Demand Deposit to the DOT prior to the DOT's commencement of the Rights of Way Project. The Parties agree that the PAL is not effective until the Demand Deposit is received by the DOT.

(c) After receipt of the Demand Deposit, the DOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the DOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the DOT shall issue a Revised PAL and the Municipality shall further deposit with the DOT its proportionate share of any such increases in costs within thirty (30) business days from the Municipality's receipt of such notification.

4.5 Cost of Condemnation.

In the event that the DOT must acquire the property necessary for the completion of the Rights of Way Project by way of eminent domain, and the condemnation results in a claim and payment of a settlement or court judgment, this payment or judgment will be considered an additional cost of the Rights of Way Project to be shared by the State and the Municipality in the same proportion as set forth in the Revised PAL.

4.6 Release of Property.

Upon completion of the construction project, as determined by the DOT, all property and property rights acquired by the DOT for the Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located.

4.7 Suspension, Postponement, or Termination of a DOT-Administered Rights of Way Project.

(a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Rights of Way Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Rights of Way Project.

Master Municipal Agreement for Rights of Way Projects

(c) In the case of a Rights of Way Project which received no federal or state government Funding during its design phase, the Municipality shall pay for the costs of any DOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, DOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the DOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services Performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

Article 5. Disbursement of Grant Funds; Conditions of Payment.

5.1 Method of Disbursement.

With respect to each Rights of Way Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

5.2 Final Payment.

Final payment will be based on an audit performed by the State using the percentages set forth in the respective PAL of this Master Agreement. The Municipality is also required to Perform an audit in accordance with Article 8 of Schedule B of this Master Agreement.

5.3 Federal Approvals Required.

With respect to PALs that include federal participation in Funding, no PAL issued by the DOT shall be effective until all required federal approvals are received by the DOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

If the Municipality fails to timely commence and complete the Rights of Way Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

(a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;

Master Municipal Agreement for Rights of Way Projects

- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) business days.

Article 6. Records and Audit.

6.1 Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Municipality's and Municipality Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Agreement.
- (b) The Municipality shall maintain, and shall require each of the Municipality Parties to maintain, accurate and complete Records. The Municipality shall make all of its and the Municipality Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Municipality with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the State's expense.
- (e) The Municipality shall keep and preserve or cause to be kept and preserved all of its and Municipality Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Municipality shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Municipality shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Municipality shall cooperate with an exit conference.
- (g) The Municipality shall incorporate this entire Section verbatim into any contract or

Master Municipal Agreement for Rights of Way Projects

other agreement that it enters into with any Municipality Party.

6.2 Retention.

With respect to each Rights of Way Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the final audit or the termination of any litigation related to the Rights of Way Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 7. Additional Mandatory Requirements.

7.1 Mandatory State and Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule B, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Rights of Way Project, the Municipality shall pass down to Municipality Parties the applicable requirements set forth in the "Mandatory State and Federal Requirements".

7.2 Additional Federal Requirements.

With respect to each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

7.3 Revisions.

While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements that the Municipality must comply with, the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality shall be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall Perform any additional obligations with respect to the particular Rights of Way Project, throughout the Term of this Master Agreement.

Article 8. Conflict.

8.1 Conflict.

Master Municipal Agreement for Rights of Way Projects

In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

8.2 Revisions to Manuals.

With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Master Agreement by way of the phrase "as may be revised," for the particular Rights of Way Project the Municipality shall comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Rights of Way Project.

Article 9. Review of Municipality's Activities.

The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Rights of Way Project, all activities Performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the DOT may evaluate the Municipality's activities with respect to the Rights of Way Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 10. Term and Termination of the Master Agreement.

10.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

10.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

10.3 Termination for Cause.

As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality to Perform the work required on any particular Rights of Way Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the

Master Municipal Agreement for Rights of Way Projects

Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

10.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Rights of Way Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Rights of Way Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.6.

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality shall complete Performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Rights of Way Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 11. Official Notice.

Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

11.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Mayor
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604;

Master Municipal Agreement for Rights of Way Projects

11.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

11.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 12. Indemnification.

The Municipality shall:

(a) Indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Master Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Master Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Master Agreement, and during the time that any provisions survive the term of the Master Agreement, sufficient general liability insurance (or self-insurance) to satisfy its obligations under this Master Agreement. The Municipality shall name the State as an additional insured on the

Master Municipal Agreement for Rights of Way Projects

policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the DOT or the State is contributorily negligent.

(f) This section shall survive the termination of the Master Agreement and shall not be limited by reason of any insurance coverage.

Article 13 Sovereign Immunity.

13.1 No Waiver of the State's Immunities.

Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

13.2 Defense of Suits by the Municipality.

Nothing in this Master Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

Article 14 Governing Law.

The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 15 Amendment.

Master Municipal Agreement for Rights of Way Projects

This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 16 Severability.

If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 17 Waiver.

The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 18 Remedies are nonexclusive.

No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 19. Municipally-owned Property.

In the event property already owned by the Municipality, but not previously designated for transportation purposes, is required in conjunction with the Rights of Way Project, the Party responsible for the acquisition as part of the Rights of Way Project shall prepare the appraisal of the Municipally-owned property. Thereafter, the DOT shall provide the Municipality with a credit for the federal and DOT share of the DOT approved value of Municipally-owned property to be utilized in the Rights of Way Project. Said properties shall be used for transportation purposes only. This provision will survive the Agreement, the PAL the completion of the Rights of Way Project and the completion of any related construction project.

Article 20 Entire Agreement.

This Master Agreement, when fully executed and approved as indicated, constitutes the entire agreement between the Parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either Party hereto unless in writing signed by both Parties hereto.

Master Municipal Agreement for Rights of Way Projects

The Parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By _____
Thomas A. Harley P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

CITY OF BRIDGEPORT

By _____
Bill Finch
Mayor

Date: _____

Schedule A
PAL Template

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Rights of Way Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Rights of Way Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Rights of Way Project.

The Rights of Way Project is to provide [ENTER DESCRIPTION].

The Rights of Way Project is expected to commence on or after _____ and be completed by _____, subject to delays which may be caused by circumstances beyond the control of the DOT or the City/Town.

Funding for the Rights of Way Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT.

The Municipality shall provide a statement that any property acquired or incorporated into the Rights of Way Project shall be used for transportation purposes only and that such provision shall survive the PAL, this Agreement, the completion of the Rights of Way Project and the completion of any related construction project.

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

Master Municipal Agreement for Rights of Way Projects

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. The signature of the Designated Municipal Official evidences the Municipality's concurrence with the PAL and constitutes the Written Acknowledgement of the PAL. You may submit the Written Acknowledgement of the PAL to the DOT's Authorized Representative in hard copy or by facsimile or electronic transmission. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Rights of Way Project.

If you have any questions please contact [Mr./Ms. _____], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____

Print Name:

Designated Municipal Official

Master Municipal Agreement for Rights of Way Projects

PAL ATTACHMENT
STATE PROJECT NO.XXX
FEDERAL PROJECT NO.XXXX
ESTIMATED RIGHTS OF WAY COSTS

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule C.

3. **Suspension or Debarment.** The Municipality shall not allow suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors to submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

4. **Certification .**

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

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and

Master Municipal Agreement for Rights of Way Projects

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality shall insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** As a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d -2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule D, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts** (Applicable to contracts exceeding \$100,000):

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

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

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-

Master Municipal Agreement for Rights of Way Projects

LLL) available at the Office of Budget and Management's website at http://www.whitehouse.gov/omb/grants_forms/, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

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

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

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

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

FEDERAL SINGLE AUDIT: Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit

Master Municipal Agreement for Rights of Way Projects

Reports”) must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the “Connecticut Required Specific Equal Employment Opportunity Responsibilities” (“SEEOR”), dated 2010, attached at Schedule E, as may be revised, as a material term of any contracts/agreements it enters into with Municipality Parties and shall require the Municipality Parties to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with Municipality Parties and require that the Municipality Parties attach the SEEOR to its subcontracts.



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

**For questions, contact the Ethics
Compliance Officer's Designee:**

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. ***Acceptance of Gifts to the State:*** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. ***Charitable Organizations and Events:*** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. ***Use of Office/Position for Financial Gain:*** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. ***Other Employment:*** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries. No employee of

the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. ***Outside Business Interests:*** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. ***Contracts With the State:*** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees ***after they leave State service. Upon leaving State service:***
 - ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
 - ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any

bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- **Employment With State Vendors:** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. **Ethical Considerations Concerning Bidding and State Contracts:** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule D

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

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

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule E

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (2010)

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors
Consultants and Subconsultants
Suppliers of Materials and Vendors (where applicable)
Municipalities (where applicable)
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. Subcontracting:

a) The Company will use his/her best efforts to solicit bids from and to utilize minority

Schedule E

group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.



156-13

Referrals:

COMMUNICATION

FROM: Mark T. Anastasi
City Attorney

Re: Proposed Phase 2- FAA Grant Offer/Agreement for
Airport Improvement Project (AIP) Project No. 3-09-0002-029-2014
Located at Igor I. Sikorsky Memorial Airport, Stratford CT.

REFERRED TO: IMMEDIATE CONSIDERATION

CITY COUNCIL: September 2, 2014

ADOPTED: September 2, 2014

ATTEST: *Heather Anderson*

APPROVED: *Bill Finetti*, MAYOR

Bill Finetti
Mayor

RECEIVED
CITY CLERK'S OFFICE
2014 SEP - 3 A 9 20
ATTEST
CITY CLERK



CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

999 Broad Street
Bridgeport, Connecticut 06604-4328

CITY ATTORNEY
Mark T. Anastasi

DEPUTY CITY ATTORNEY
Arthur C. Laske, III

ASSOCIATE CITY ATTORNEYS

Gregory M. Conte
Betsy A. Edwards
Melanie J. Howlett
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg



ASSISTANT CITY ATTORNEYS

Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers

Telephone (203) 578-7647
Facsimile (203) 578-8252

COMM. #156-13 Referred for
IMMEDIATE CONSIDERATION ON 09/02/2014

City Council
Of the City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

August 26, 2014



RECEIVED
CITY CLERK'S OFFICE
AUG 27 P 4:46
BEST
CITY CLERK

Re: PHASE 2 - FAA Grant Offer/Agreement for Airport Improvement Program (AIP)
Project No. 3-09-0002-029-2014 at Igor I. Sikorsky Memorial Airport, Stratford, CT

Dear Honorable City Council Members:

Enclosed herewith is a copy of the above-referenced document, together with a transmittal letter received August 11, 2014 from the Federal Aviation Administration (FAA), N.E. Region to Airport Mgr. Pauline Mize and an August 20, 2014 e-mail from the FAA extending the date for the City to return fully executed original paperwork until noon, Friday, September 5, 2014. This documentation represents Phase 2 of the FAA Grant Offer/Agreement for \$5,984,495.

You will recall that previously I submitted the paperwork for Phase 1 in the amount of \$16,660,716 and the City Council voted to approve Phase I upon immediate consideration at its August 4, 2014 meeting. This Phase 2 brings the final grant amount to a total of \$22,645,211.

This Phase 2 documentation is being submitted FOR IMMEDIATE CONSIDERATION at the Tuesday, September 2, 2014 City Council meeting (with the approval of City Council President Tom McCarthy) and will appear on the printed Agenda. The reason for the request for Immediate Consideration is that the FAA has imposed a hard deadline of September 5, 2014 for the duplicate originals of this document to be returned to it, approved by the City Council and executed by the Mayor.

In order to effectuate this request, the following two Motions (TO BE MADE VERBATIM) will be required.

- 1. Motion for Immediate Consideration and to Waive Referral to Committee due to the fact that "time is of the essence" since the executed Phase 2 - Grant Offer/Agreement must be returned to the FAA on or before noon, Friday, September 5, 2014 and the City Council is NOT scheduled to meet again until September 15, 2014 - 2/3 Vote of those Council members present and voting required per BPT Charter, Ch.5, Sec. 5 (d), and**

Anastasi to City Council
Re: Phase 2 - AIP Grant Offer/Agreement
Dated: August 26, 2014
Page 2 of 3

2. Motion to Approve Phase 2 - FAA Grant Offer/Agreement for Airport Improvement Program (AIP) Project No. 3-09-0002-029-2014 and to authorize, empower and direct Mayor Bill Finch to execute same on behalf of the City, the project sponsor - simple majority vote the members present and voting required.

FYI - per Pres. McCarthy's direction, I will be e-mailing a copy of this cover letter and the Grant Offer/Agreement (w/o attachments) to all Council Members so that you can familiarize yourselves ASAP with this request for approval prior to Tuesday's Council meeting. The full document w/attachments will be delivered with your Council meeting package.

Key facts and circumstances to be aware of in your review and deliberation of this submittal are:

- The City Council previously approved the project to enhance airport safety by adding an Engineered Material Arresting System (EMAS) to the end of Runway 6/24, along with the realignment of Route 113, Stratford and runway resurfacing and authorized the City's 5% matching grant funds.
- The total project cost for the Runway safety zone enhancement portion of the project (Part I) is approximately \$25,161,346.59.
- The FAA is contributing approximately \$22,645,211.93 in grant funding.
- The FAA is providing its Part 1 grant funding in two (2) separate offers (Phases 1 and 2) for federal fiscal budgetary reasons.
- The maximum amount of FAA Grant funds for the initial (Phase 1) grant fund offer for airport development was \$16,660,716.
- The City Council authorized the Phase 1 Grant with its August 4, 2014 Immediate Consideration vote.
- As with the Phase 1 Grant, NO AMENDMENTS to the Phase 2 Grant Offer/Agreement are permitted by the FAA.
- The City Council as the sponsor City's governing body MUST AUTHORIZE the Mayor to execute the Grant Offer/Agreement.
- The executed Grant Offer/Agreement MUST BE FILED with the FAA on or before noon, Friday, September 5, 2014.

Anastasi to City Council
Re: Phase 2 - AIP Grant Offer/Agreement
Dated: August 26, 2014
Page 3 of 3

Airport Manager Pauline Mize and a representative of the City Attorney's Office will be in attendance at the Council's September 2, 2014 meeting to answer any pertinent questions you may have.

Thank you for your consideration of this time sensitive request.

Very truly yours,

A handwritten signature in black ink that reads "Mark T. Anastasi". The signature is written in a cursive style and is followed by a horizontal line.

Mark T. Anastasi
City Attorney

Cc: Mayor Bill Finch
Andrew Nunn, CAO
Adam Wood, Chief of Staff
Pauline Mize, Airport Mgr.
Molree Williams-Lender, Deputy CAO
Arthur Laske, Deputy City Atty.
Ronald Pacacha, Assoc. City Atty.

Mize, Pauline A.

From: Jean.LoGiudice@faa.gov
Sent: Wednesday, August 20, 2014 11:55 AM
To: Mize, Pauline A.
Cc: fraser.walsh@urs.com; Isirois@ctairports.org; john.merck@faa.gov; gail.lattrell@faa.gov; Bryon.Rakoff@faa.gov; Mary.Walsh@faa.gov; Anastasi, Mark T; Laske, Arthur C; Williams-Lendor, Molree; Nunn, Andrew; Lauren.S.King@faa.gov
Subject: Extension: BDR AIP 30-2014 grant offers will be mailed today and is due back by 1200 on FRI, 05 SEP 2014
Importance: High

Hi Pauline,

FAA will be able to provide an extension for BDR AIP # 030-2014...

Please return one of BDR's AIP #030-2014 the grant offers (the one with **red** cover sheet) to FAA fully executed/signed in accordance to our guidance **by 12:00 PM (noon) on FRI, 5th of SEP 2014.**

Take Care,
Jean

Jean LoGiudice

Airports Program Specialist (AIP)
ANE Airports Division
Direct Line: 781-238-7607
Normal Schedule: M-F, 0600-1430 (east coast time)

From: Mize, Pauline A. [<mailto:Pauline.Mize@Bridgeportct.gov>]
Sent: Wednesday, August 20, 2014 11:21 AM
To: LoGiudice, Jean (FAA)
Cc: Anastasi, Mark T; Laske, Arthur C; Williams-Lendor, Molree; Nunn, Andrew
Subject: Grant Offer AIP 3-09-0002-030-2014
Importance: High

Good Morning Jean,

Regarding the above referenced Grant Offer, I am requesting an extension of the August 29, 2014, deadline for submission as our City Council does not meet again until 7:PM on Tuesday September 2nd 2014, and it is not possible to get approval prior to that meeting. Conditioned upon an affirmative vote, the document can be signed on 9/3 and processed for arrival at your office via FEDEX on September 5, 2016.

Kindly indicate via e-mail if this request is acceptable to FAA. I appreciate your efforts to assist us resolving this matter.

Sincerely,

Pauline A. Mize
Airport Manager - BDR
Sikorsky Memorial Airport
Administration Building
1000 Great Meadow Road
Stratford, CT 06615



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
New England Region

12 New England Executive Park
Burlington, MA 01803

AUG 07 2014

Ms. Pauline Mize
Airport Manager
I.I. Sikorsky Memorial Airport
Administrative Building
1000 Great Meadow Drive
Main Terminal
Stratford, Connecticut 06615



Dear Ms. Mize:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-09-0002-030-2014 at I.I. Sikorsky Memorial Airport. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- The governing body must have provided authority to execute the grant to the individual signing the grant; i.e. the sponsor's representative.
- The designated sponsor's representative must execute the grant, followed by your attorney's certification, prior to August 29, 2014, in order for the grant to be valid. The attorney's signature date must be on or after the sponsor's signature date.
- No change may be made by you or your representative to the Grant Offer.
- We ask that you return the Grant Offer marked "Original" to us (attn: Jean LoGiudice) by overnight mail or regular mail so that we receive it on or before 12:00 (noon) on FRI, August 29, 2014, and maintain the grant offer marked "Sponsor" for your records.

Subject to the requirements in 49 CFR § 18.21, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Please note Grant Condition No. 4 requires you to complete the project without undue delay. We will be paying close attention to your progress to ensure proper stewardship of these Federal funds. You are expected to submit payment requests for reimbursement of allowable incurred project expenses in accordance with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 15 of each year this grant is open); and
- Quarterly Performance Reports due every quarter.

Once the project is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by our office.

Mr. John Merck is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Mary T. Walsh
Manager, Airports Division

Enclosures



AIP Grant Offer/Agreement “Sponsor”

The Airport Sponsor must follow this region’s “Executing an Airport Improvement Program (AIP) Grant Offer” guidance.

Sponsor must execute this Grant Offer/Agreement by the deadline date and retain this document set with their official records.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer

AUG 07 2014

Airport/Planning Area

I.I. Sikorsky Memorial Airport

AIP Grant Number

3-09-0002-030-2014

DUNS Number

07-540-4137

TO: City of Bridgeport, Connecticut
(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 27, 2014, for a grant of Federal funds for a project at or associated with the I.I. Sikorsky Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the I.I. Sikorsky Memorial Airport (herein called the "Project") consisting of the following:

Realign Connecticut Route 113 (Maine Street) in preparation of Runway Safety Area Project and Construct Runway 06/24 Runway Safety Area with Engineered Materials Arrestor System (EMAS) – Part II to include grading, purchasing the EMAS blocks, and construction of the Runway Safety Area,

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 90 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$5,984,495.
For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$0 for planning
 - \$5,984,495 for airport development or noise program implementation
 - \$0 for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 29, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or

to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
9. **System for Award Management (SAM) Registration And Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Requirement for Data Universal Numbering System (DUNS) Numbers
 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).
10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.
12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the

United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a

private entity –

1. Is determined to have violated the Prohibitions; or
 2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.
20. **Exhibit A Included with Grant Application.** The Exhibit “A” updated April 2014, submitted with the project application is made a part of this grant agreement.

SPECIAL CONDITIONS

21. The FAA, in tendering this offer on behalf of the United States, recognizes the existence of an agency relationship between The City of Bridgeport, as principal, and the Connecticut Airport Authority (CAA), as agent, created by a Memorandum of Understanding dated July 11, 2014, which is incorporated herein by reference.
22. **LIGHTING:** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
23. **TEMPORARY NAVAIDS:** The Sponsor agrees that the PAPI equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
24. **ENVIRONMENTAL:** The environmental approval for this project was issued on September 28, 2011. This project includes the following mitigation measures:
Removal of Raymark material and environmental mitigations consistent with the 2011 Record of Decision.
The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.
25. **EMAS BLOCK PRE-PURCHASE:** The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.
The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
26. **WILDLIFE FENCE:** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
27. **UTILITIES PRORATION:** For purposes of computing the United States' share of the allowable project costs, the allowable cost of the AT&T, Southern CT Gas Co., United Illuminating, Aquarion Water, Cablevision and Fiber Tech included in the project must not exceed 50 percent.
28. **PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Grant Assurance Pavement

Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will:

1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 - a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - 1) location of all runways, taxiways, and aprons;
 - 2) dimensions;
 - 3) type of pavement, and;
 - 4) year of construction or most recent major rehabilitation.
 - b. Inspection Schedule.
 - 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. Drive-By Inspection.
 - 2) A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - a. inspection date;
 - b. location;
 - c. distress types; and
 - d. maintenance scheduled or performed.
5. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

29. PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$250,000:

The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 - (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
 - (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
 - (3) Procedures for determining that the testing laboratories meet the requirements of the American

Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).

- (4) Qualifications of engineering supervision and construction inspection personnel.
 - (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
 - (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.
 - c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

30. PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:

The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

- 1) The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
- 2) The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
- 3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

31. CONSULTANT CONTRACT AND COST ANALYSIS: The Sponsor understands and agrees that no reimbursement will be made on the consultant contract portion of this grant until the FAA has received the consultant contract, the Sponsor's analysis of costs, and the independent fee estimate.

32. FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel and State of Connecticut' personnel must receive approval from the FAA prior to Sponsor and or the State incurring costs and that no reimbursement payments will be made on that portion of this grant until the Sponsor has received FAA approval for the force account information.

33. NON-AIP WORK IN APPLICATION: The Sponsor understands and agrees that:

- 1) the Project Application includes the planning and/or construction of the Environmental mitigation outside the established perimeter of AIP eligible remediation as established in the final project design documents that is not being funded with any Federal funding in this project;
- 2) although the Sponsor has estimated a total project cost of \$27,588,017, the total allowable cost for purposes of determining federal participation will not exceed \$25,161,346;

- 3) it must maintain separate cost records for the AIP and non-AIP work;
- 4) all cost records must be made available for inspection and audit by the FAA;
- 5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Ms. Mary T. Walsh

(Typed Name)

Manager, Airports Division, New England Region

(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Bridgeport, Connecticut

(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Typed Title of Sponsor)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:
(Typed Name of Sponsor's Attorney)

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Connecticut. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ this _____ day of _____.

By _____
(Signature of Sponsor's Attorney)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PROJECT APPLICATION

**Investigative and Remedial Design Services and
Construction Services for the Re-Alignment of
Main Street (CT Route 113), Runway 24 Safety
Area and Installation of EMAS**

AIP 3-09-0002-0XX-2014

IGOR I. SIKORSKY MEMORIAL AIRPORT

Stratford, Connecticut

Prepared by:

*URS Corporation
Rocky Hill, Connecticut*

June, 2014

PROJECT APPLICATION - AIP 3-09-0002-0XX-2014

Igor I. Sikorsky Memorial Airport

Investigative and Remedial Design Services & Construction Services for the
Re-Alignment of Main Street (CT Route 113), Runway 24 Safety Area and Installation
of EMAS

VOLUME I PROJECT APPLICATION

Section	Description
1	Application for Federal Assistance Form SF 424 Form 5100-100 Program Narrative Attachments <ul style="list-style-type: none"> 1.1 Approved DBE Goals for FY2014 1.2 Tribal Consultation Letter 1.3 US Fish and Wildlife Service Letter 1.4 State Historic Preservation Letter 1.5 Project Sketch 1.6 Ineligible Exclusions 1.7 MOU - City of Bridgeport/CAA/CTDOT
2	Standard Sponsor Certification Forms Selection of Consultants* Project Plans and Specifications* Drug Free Workplace Equipment/Construction Contracts* Certification of Contracts, Grants, Loans, and Cooperative Agreements Exhibit "A" Certification Exhibit "A" Property Map
3	Airport Assurances Standard Grant Assurances for Airport Sponsors

VOLUME II SUPPLEMENTAL INFORMATION
(See Separate Attachment)

*Not required for this set, not included

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): - Select One - * Other (Specify)
* 3. Date Received: JUN 27 2014		4. Application Identifier: AIP 3-09-0002-29-2014		
5a. Federal Entity Identifier: AIP 3-09-0002-0XX-2014		* 5b. Federal Award Identifier:		
State Use Only:				
6. Date Received by State:		7. State Application Identifier:		
8. APPLICANT INFORMATION:				
* a. Legal Name: City of Bridgeport, Connecticut				
* b. Employer/Taxpayer Identification Number (EIN/TIN): 06-730246K		*c. Organizational DUNS: 075404137		
d. Address:				
* Street1: 1000 Great Meadow Road - Administration Building Street 2: Igor I. Sikorsky Memorial Airport * City: Bridgeport County: * State: Connecticut Province: Country: USA				
*Zip/ Postal Code: 06615				
e. Organizational Unit:				
Department Name: Igor I. Sikorsky Memorial Airport		Division Name:		
f. Name and contact information of person to be contacted on matters involving this application:				
Prefix: Ms. Middle Name: A. * Last Name: Mize Suffix:		First Name: Pauline		
Title: Airport Manager				
Organizational Affiliation:				
* Telephone Number: (203) 576-8161		Fax Number: (203) 576-8166		
* Email: pauline.mize@bridgeportct.gov				

Application for Federal Assistance SF-424

*9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

* Other (specify):

* 10. Name of Federal Agency:

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

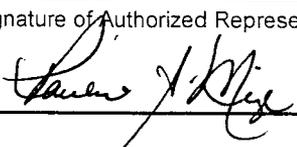
14. Areas Affected by Project (Cities, Counties, States, etc.):

Bridgeport, Fairfield, Connecticut

* 15. Descriptive Title of Applicant's Project:

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway 24 Safety Area, and Installation of EMAS.

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
*a. Applicant: CT-004	*b. Program/Project: CT-003
Attach an additional list of Program/Project Congressional Districts if needed.	
17. Proposed Project:	
*a. Start Date: 10/01/2013	*b. End Date: 12/15/2015
18. Estimated Funding (\$):	
*a. Federal	22,645,211.93
*b. Applicant	1,258,067.33
*c. State	1,258,067.33
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	25,161,346.59
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____	
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372	
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation on next page.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: Ms.	*First Name: Pauline
Middle Name: A.	
*Last Name: Mize	
Suffix:	
*Title: Airport Manager	
*Telephone Number: (203) 576-8161	Fax Number: (203) 576-8166
* Email: pauline.mize@bridgeportct.gov	
*Signature of Authorized Representative: 	*Date Signed: 6/16/14

PART II PROJECT APPROVAL INFORMATION SECTION A

Item 1. Does this assistance request require State, local, regional, or other priority rating?	Name of Governing Body Priority
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Item 2. Does this assistance request require State, local advisory, educational or health clearances?	Name of Agency or Board (Attach Documentation)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	(Attach Comments)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Item 4. Does this assistance request require State, local, regional, or other planning approval?	Name of Approving Agency Date / /
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Item 5. Is the proposed project covered by an approved comprehensive plan?	Check One: State <input type="checkbox"/> Local <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Location of plan FAA/ANE Airport Master Plan
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Item 6. Will the assistance requested serve a Federal installation?	Name of Federal Installation Federal Population benefiting from Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Item 7. Will the assistance requested be on Federal land or installation?	Name of Federal Installation Location of Federal Land Percent of Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Item 8. Will the assistance requested have an impact or effect on the environment?	See instructions for additional information to be provided.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?	Number of: Individuals Families Businesses Farms
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?	See instructions for additional information to be provided. This project includes continued design and permitting for airport safety improvements. See AIP 3-09-0002-24, -25, -26, -27, -28
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

This project is compatible with the Airport Master Plan.

2. Defaults. – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

N/A

3. Possible Disabilities. – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

N/A

4. Consistency with Local Plans. – The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport. Yes.

5. Consideration of Local Interest. – It has given fair consideration to the interest of communities in or near where the project may be located. Yes.

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed. Yes.

7. Public Hearings. – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project. Yes.

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary. N/A

PART II – SECTION C (CONTINUED)

9. Exclusive Rights. – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None.

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Airport is owned by Title in Fee Simple.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III – BUDGET INFORMATION – CONSTRUCTION**SECTION A – GENERAL**

1. Federal Domestic Assistance Catalog No. 20-106
2. Functional or Other Breakout Airport Improvement Program

SECTION B - CALCULATION OF FEDERAL GRANT

COST CLASSIFICATION	Use only for revisions		Total Amount Required
	Latest Approved amount	Adjustment + or (-)	
1. Administration expense	\$	\$	\$ 5,995.90
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			1,764,100.00
5. Other architectural engineering fees			848,514.00
6. Project inspection fees			2,692,376.00
7. Land development			
8. Relocation expenses			
9. Relocation payments to individuals and businesses			
10. Demolition and removal			
11. Construction and project improvement			22,229,779.00
12. Equipment			
13. Miscellaneous			47,252.40
14. Total (Lines 1 through 13)			27,588,017.00
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			27,588,017.00
17. Less: Ineligible Exclusions			2,426,671.00
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			25,161,346.00
20. Federal Share requested of Line 19			22,645,211.93
21. Add Rehabilitation Grants Requested (100 percent)			
22. Total Federal grant requested (Lines 20 & 21)			22,645,211.93
23. Grantee share			1,258,067.33
24. Other shares			1,258,067.33
25. Total project (Lines 22, 23, & 24)	\$	\$	\$25,161,346.59

SECTION C - EXCLUSIONS

26. Classification	Ineligible for Participation (1)	Excluded from Contingency Provision (2)
a. Line 4: Architectural Basic Fees	\$ 98,500.00	\$
b. Line 5: Other Architectural/Engineering Fees	218,154.40	
c. Line 6: Project Inspection Fees	1,171,663.00	
d. Line 11: Construction and Project Improvements	938,353.00	
e.		
f.		
g. Totals	\$ 2,426,671.00	\$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	\$ 1,367,881.73
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	1,367,881.73
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. Total - Grantee Share	1,367,881.73
28. Other Shares	
a. State	2,647,885.00
b. Other	927,039.00
c. Total Other Shares	3,574,924.00
29. TOTAL	\$ 4,942,806.00

SECTION E - REMARKS

Ineligible costs will be borne by:

Utility Companies: \$881,781, City: \$109,814.40, EPA: \$22,628.80, CT DEEP: \$22,628.80, CT State: \$1,389,817.40
TOTAL: \$2,426,671.00

Please refer to the detailed project funding spreadsheet provided in the Project Supplemental Information.

PART IV - PROGRAM NARRATIVE (ATTACH - SEE INSTRUCTIONS)

PART IV – Program Narrative

FAA Project Application: AIP 3-09-0002-0XX-2014

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway 24 Safety Area and Installation of EMAS

Introduction:

The project consists of the re-alignment of Main Street (CT Route 113), the Runway 24 Safety Area construction and the installation of an Engineered Material Arresting System (EMAS). This project is part of the approved Airport Layout Plan. In 2011, the FAA issued a Record of Decision, based on the Written Re-evaluation of the Environmental Impact Statement concurring in the removal of the existing blast fence, re-aligning Main Street, and extending the Runway 24 Safety Area utilizing EMAS technology. This project is required to meet FAA's safety standards on Runway 6-24.

This project is eligible for up to 90% reimbursement under the Federal Aviation Administration's Airport Improvement Program (AIP).

Benefits:

The realignment of CT Route 113 (Main Street) is necessary for the construction of the Runway 24 Safety Area to satisfy the Congressional mandate that all certificated airports construct a safety area for runways on FAR Part 139 airfields. The proposed work will provide for overall safer airport operations at Igor I. Sikorsky Memorial Airport, and also provide additional separation between the runway threshold and vehicles and pedestrians on Main Street (CT Route 113).

Project Description:

The proposed construction includes the following activities adjacent to Route 113:

- Delineation, removal and disposal of existing Raymark Superfund Site waste
- Construction of a new tidal channel to convey stormwater runoff and tidal flows
- Construction of a realigned segment of Route 113 to accommodate the RSA
- Relocation of all underground utilities from the existing Route 113 right-of-way to the new right-of-way
- Closure and removal of the abandoned segment of Route 113

The proposed construction also includes the following activities within the airport property:

- Construction of an RSA that includes installation of an EMAS system
- Removal of the existing blast fence located at the Runway 24 threshold
- Installation of new Airport Security Fence

The Investigative and Remedial Design Services were performed as required achieve EPA approval of the "Runway Safety Improvements Project". The general scope of this effort includes collecting information from the field to define the location and composition of the superfund waste (Raymark Waste), and preparing the reports and design documents describing the remediation process as needed to seek EPA approval and bid the work. This services described in this scope of work have not previously been submitted as part of a Grant Application.

The scope includes:

1. Raymark Agreement on Consent and Scope of Work
2. Pre-Confirmation Testing
3. Tier II and III Data Validation
4. Repackaging the Final Plans for Construction
5. Additional Coordination Meetings
6. Bench Scale Testing
7. Bid Services
8. Project Administration

As described in the attached letter dated February 18, 2014, services related to Task 7 – CT DEEP Adjudicated Hearings were not required, and so were removed from the scope of Task Order 9. As requested by the City of Bridgeport, the fee associated with Task 7 was reallocated in Task Order 9 to those services related to the Raymark Sampling within the ditch (ineligible costs).

Anticipated Project Schedule:

Grant Application:	May, 2014
Notice to Proceed:	May, 2014
Construction	June, 2014 - December, 2015
Project Close Out:	December, 2015

Geographic Location:

The Igor I. Sikorsky Memorial Airport is located in the Town of Stratford, Fairfield County, Connecticut.

Coordination with Airport Users:

The Igor I. Sikorsky Memorial Airport maintains a continuing dialogue with all tenants and the public. This project will include a public meeting with users and affected citizens during the permitting process.

Disadvantaged Business Enterprise Program:

The City of Bridgeport, Connecticut, through the Igor I. Sikorsky Memorial Airport has submitted an updated Disadvantaged Business Enterprise Program to the FAA in February, 2014, which was approved in May, 2014. This Program is revised annually, and was previously updated in 2013 [Attachment 1.1].

Coordination with Connecticut Airport Authority:

The City of Bridgeport, Connecticut, through the Igor I. Sikorsky Memorial Airport has been and will continue to coordinate with the Connecticut Airport Authority. Refer to Attachment 1.7.

Additional Information

NEPA

- This project was included in a Written Re-evaluation of the Environmental Impact Statement, which was issued a ROD, on September 28, 2011.

THPO

- The proposed project will not significantly impact religious or cultural resources for the Mashantucket Pequot Tribe. Refer to email from Richard Doucette, dated April 24, 2013 [Attachment 1.2]. No other responses were received.

Federal Fish & Wildlife

- Any adverse effects from the proposed project are anticipated to be discountable or insignificant, as determined by the United States Department of Interior, Fish and Wildlife Services. Refer to letter from Thomas R. Chapman, dated June 3, 2013 [Attachment 1.3].

SHPO

- No historic properties will be affected by the proposed project, determined by the State Historic Preservation Office. Refer to letter from Daniel T. Forrest, dated May 1, 2013 [Attachment 1.4].

Sponsor's Representative:

Pauline A. Mize, Airport Manager
Igor I. Sikorsky Memorial Airport, Main Terminal
1000 Great Meadow Road
Stratford, Connecticut, 06615
Tel: (203) 576-8161
Fax: (203) 576-8166

Sikorsky CT DOT 15-336 Summary of Costs		Revised: 3 June 2014							
Summary of Project Application Costs FAA Form 5100-100 Section B								Key	
								Items with ineligible costs	
FAA form 5100-100 Line Item	Att. No.	Description	Force Account	Total Requested Project Costs	Total Requested Project Costs minus FAA Ineligible	FAA Approved Costs			
1. Project Administration	2.1	BDR		\$5,000.00	\$5,000.00	\$5,000.00			
	2.2	BDR	Administration Costs - IFE	\$995.90	\$995.90	\$996.00			
			Sub-Total	\$5,995.90	\$5,995.90	\$5,996.00			
4. Architectural engineering basic fees	2.3	URS	Coordination/CA Support	\$826,900.00	\$826,900.00	\$826,900.00			
	2.4	URS	Design Services	\$898,900.00	\$800,400.00	\$800,400.00			
	2.20	URS	Drum Removal	\$38,300.00	\$38,300.00	\$38,300.00			
			Sub-Total	\$1,764,100	\$1,665,600	\$1,665,600.00			
5. Other architectural engineering fees	2.5	DOT-Bidding	Coordination/Bid Support	\$69,799.68	\$69,799.68	\$69,799.68			
	2.6	DOT-Utilities	Coordination/CA Support	\$28,728.00	\$28,728.00	\$28,728.00			
	2.7	DOT - DMT	Materials Testing	\$273,174.00	\$273,174.00	\$273,174.00			
	2.8	DOT-Environmental Compliance	Coordination/CA Support	\$65,159.71	\$65,159.71	\$65,159.71			
	2.9	GME	Project Management	\$411,652.40	\$411,652.40	\$193,498.00			
			Sub-Total	\$848,514	\$848,514	\$630,359.39			
6. Project inspection fees	2.10	AI Engineers	Construction Inspection	\$1,810,178.46	\$1,810,178.46	\$972,360.00			
	2.11	TRC	Raymark Inspection	\$352,100.00	\$352,100.00	\$352,100.00			
	2.12	DOT-District 3	Administration Costs	\$451,144.50	\$451,144.50	\$117,300.00			
	2.13	DOT-OEP	CI/Environmental	\$78,952.80	\$78,952.80	\$78,952.80			
			Sub-Total	\$2,692,376	\$2,692,376	\$1,520,712.80			
11. Construction and project improvements	2.14	Manafort Brothers, Inc.	Construction Cost (Bid Total)	\$17,694,892.21	\$17,638,319.81	\$17,638,319.81			
	2.15	Utilities	Construction	\$1,763,560.72	\$881,780.36	\$881,780.36			
	2.16	DEEP-WHAMM	Wetland - Project Improvement	\$32,830.00	\$32,830.00	\$32,830.00			
	2.17	ESCO-Zodiac Aerospace	EMAS Blocks	\$2,734,430.00	\$2,734,430.00	\$2,734,430.00			
	2.18	FAA/Flight Inspection Services	Flight Check for Temporary PAPI	\$4,066.16	\$4,066.16	\$4,066.16			
			Sub-Total	\$22,229,779	\$21,291,426	\$21,291,426.33			
13. Miscellaneous	2.19	BDR	Operational Safety	\$47,252.40	\$47,252.40	\$47,252.40			
			Sub-Total	\$47,252	\$47,252	\$47,252.40			
TOTAL ELIGIBLE COST				\$27,588,017	\$26,551,164	\$25,161,346			



U.S. Department
of Transportation
**Federal Aviation
Administration**

Federal Aviation Administration
Western-Pacific Region Headquarters
Office of Civil Rights, AWP-9

Reply to:

*FAA AEA & ANE DBE Program
AC/DBE Compliance Specialist
1701 Columbia Avenue, C190
Atlanta, GA 30337*

May 14, 2014

City of Bridgeport
Sikorsky Memorial Airport—General Aviation
c/o Stephen Ford, Director of Operations
1000 Great Meadow Drive
Stratford, CT 06615
Emailed to: Stephen.ford@bridgeportct.gov

Disadvantaged Business Enterprise Liaison Officer:

This letter is in reference to the Disadvantaged Business Enterprise (DBE) fiscal year 2014 program and goal that you submitted for the Sikorsky Memorial Airport (Bridgeport, CT). Based on our review, we have determined that the program and goal meet the standards in 49 CFR Part 26, Department of Transportation regulations. The goal, covering the period October 1, 2013 through September 30, 2014, is described as follows:

- Overall goal: **6% DBE Participation**
- To be obtained through 3% Race-Neutral and 3% Race-Conscious means

This approved overall goal covers work for consulting services and contracting during fiscal year 2014 in the amount of \$898,900.

If you need to make any significant changes to the program or goals during the period covered, please submit the revisions to me at Keturah.Pristell@faa.gov for review. Also, if you have any questions regarding the DBE program, please contact me at 404-305-7392 or via email.

For your information, DBE Accomplishments continue to be due annually on December 1 for the previous fiscal year.

Sincerely,

Keturah Pristell
EEO Compliance Specialist
Civil Rights and DBE Compliance
Western-Pacific Region

Attachment 2

Coordination with Tribal Historic Preservation Office (THPO)

Phan, Dawn

From: Walsh, Fraser
Sent: Wednesday, July 03, 2013 12:03 PM
To: Phan, Dawn
Subject: Sikorsky THPO
Attachments: Scanned_Butler_Mashantucket_1-9-13_CT.pdf; Scanned_Bozsum_Mohegan_1-9-13_CT.pdf; pic18756.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

-----Original Message-----

From: richard.doucette@faa.gov [mailto:richard.doucette@faa.gov]
Sent: Wednesday, April 24, 2013 9:38 AM
To: Dan Hageman
Cc: Spencer, Dale (Dale.Spencer@ct.gov); Walsh, Fraser; Kristen Ahlfeld; Ranslow, Mandy <Mandy.Ranslow@ct.gov> (Mandy.Ranslow@ct.gov); Mark Alexander
Subject: Re: SHPO and THPO coordination

Here are copies of the two letters most recently sent:
(See attached file: Scanned_Butler_Mashantucket_1-9-13_CT.pdf)(See attached file: Scanned_Bozsum_Mohegan_1-9-13_CT.pdf)

Here is the one response received:

Mr. Richard P. Doucette,
Manager of Environmental Programs, Airports Division
U.S. Dept. of Transportation
Federal Aviation Administration
New England Region Ane-610
12 New England Executive Park
Burlington, MA 01803

Re: FAA / CT DOT RUNWAY SAFETY AREA PROJECT
RELOCATION OF A PORTION OF A ROAD
IGOR I. SIKORSKY MEMORIAL AIRPORT
STRATFORD, CT

Based on a review of the information provided, there does not appear to be any impact to potentially significant religious and cultural resources for the Mashantucket Pequot Tribe. The Mashantucket Pequot Tribe appreciates the opportunity to review and comment on this proposed project.

(Embedded image moved to file: pic18756.jpg)Description: Description:
Description: Description: Description: Description: Description:

Description: image003Kathleen Knowles
Tribal Historic Preservation Officer
Natural Resources Protection & Regulatory Affairs

Mashantucket Pequot Tribal Nation
550 Trolley Line Blvd., P.O. Box 3202, Mashantucket, CT 06338-3202
TEL: 860-396-6887 FAX: 860-396-6914
kknowles@mptn-nsn.gov

Richard Doucette
Environmental Program Manager
FAA New England Region, Airports Division
(781) 238-7613

|----->
| From: |
|----->
>-----|
| Dan Hageman <DHageman@fhiplan.com> |
|----->
|----->
| To: |
|----->
>-----|
| Richard Doucette/ANE/FAA@FAA |
|----->
|----->
| Cc: |
|----->
>-----|
| Fraser Walsh <fraser.walsh@urs.com>, Kristen Ahlfeld <kahlfeld@fhiplan.com>, Mark Alexander
<Mark.W.Alexander@ct.gov>, "Ranslow, Mandy |
| <Mandy.Ranslow@ct.gov> (Mandy.Ranslow@ct.gov)" <Mandy.Ranslow@ct.gov>, "Spencer, Dale
(Dale.Spencer@ct.gov)" <Dale.Spencer@ct.gov> |
|----->
|----->
| Date: |
|----->
>-----|
| 04/23/2013 08:24 AM |
|----->
|----->
| Subject: |
|----->
>-----|
| SHPO and THPO coordination |
|----->

Hi Richard,

Hope all is well with you. FHI is currently preparing the final application materials for the Sikorsky Airport project. As part of the supporting documents, we need to attach the most recent coordination letters to the CT SHPO and THPOs. Could you please provide us with digital PDF versions of this most recent coordination letters, and any reply letters that you have received back? Please call if you have any questions. Thank you for your assistance.

Daniel A. Hageman, PSS, NHCWS
Project Manager
Professional Soil Scientist

FHI | Fitzgerald & Halliday, Inc.
Innovative Planning, Better Communities
72 Cedar Street
Hartford, CT 06106
Main: 860-247-7200 | Direct: 860-256-4917 | Fax: 860-247-7206 | Cell:
860-383-3652
dhageman@fhiplan.com | www.fhiplan.com | Follow us on Twitter: @fhiplan

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United States Department of the Interior



FISH AND WILDLIFE SERVICE

New England Field Office
70 Commercial Street, Suite 300
Concord, NH 03301-5087
<http://www.fws.gov/newengland>

June 3, 2013

Mark Alexander
Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

Dear Mr. Alexander:

This responds to your May 16, 2013 letter, requesting that we review your conclusion that the proposed runway improvement project at Igor I. Sikorsky Memorial Airport (Sikorsky Airport) in Stratford, Connecticut is not likely to adversely affect the federally threatened piping plover (*Charadrius melodus*). Our comments are provided in accordance with the Endangered Species Act (87 Stat. 884, as amended: 16 U.S.C 1531, *et seq.*).

Piping plovers are known to occur on Long Beach, in the vicinity of the Sikorsky Airport property. In our letters dated July 17, 1998 and February 16, 2010, we conditionally concluded that proposed improvements to Runway 6-24 were not likely to adversely affect piping plovers. In our February 16, 2010 letter, we recommended that the approach elevation over Milford remain at 200 feet above mean sea level or greater in order to avoid adversely affecting breeding piping plovers at Milford Point.

We have reviewed the species and project-related information provided in your May 16, 2013 letter, and we agree that adverse effects from the runway improvement project are not likely to occur. Construction activities will not be located in or near piping plover habitat, the MALSF lighting system is no longer a part of the project, and the approach elevation over Milford Point will remain at 200 feet above mean sea level. Therefore, any adverse effects from the runway improvement construction and operation of the runway are anticipated to be discountable (extremely unlikely to occur) or insignificant (size of impact never reaches the level where take is expected to occur).

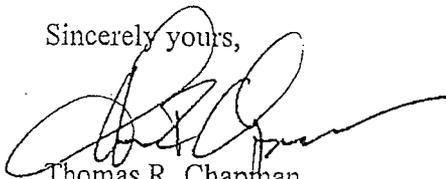
Further consultation with us under section 7 of the Endangered Species Act is not required at this time. Should project plans change, or additional information on listed species becomes available, this determination may be reconsidered.

Mark Alexander
June 3, 2013

2

Thank you for your cooperation, and please contact Ms. Susi von Oettingen at (603) 223-2541, extension 22, if you need further assistance.

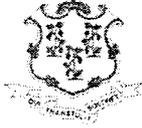
Sincerely yours,

A handwritten signature in black ink, appearing to read 'T. Chapman', with a long horizontal flourish extending to the right.

Thomas R. Chapman
Supervisor
New England Field Office

Attachment 4

Coordination with State Historic Preservation Office (SHPO)



Department of Economic and
Community Development

Connecticut
still revolutionary

May 1, 2013

Mr. Mark Alexander
Office of Environmental Planning
Department of Transportation
2800 Berlin Turnpike
Newington, CT

Subject: Comments on Improvements to the Runway Safety Area at Igor I. Sikorsky Airport,
Stratford, Connecticut

Dear Mr. Alexander,

The State Historic Preservation Office has reviewed the previously completed archaeological investigation undertaken by URS for the referenced project. Based on that investigation and the supplementary information provided by your office regarding the revised wetland mitigations plans, SHPO concurs that the Area of Potential Effects has been substantially disturbed and additional archaeological investigations are unlikely to identify intact and significant archaeological resources. Prior disturbance of the artifact bearing sediments within the site area has severely compromised the ability of the Sniffens Field Site, located within the Area of Potential Effects, to yield information important to our understanding of Native Americans. SHPO reiterates our previous opinion that this site is not eligible for listing in the National Register of Historic Places. We further concur with the Department of Transportation and the Federal Aviation Administration that no historic properties will be affected by the project, as currently designed. SHPO believes that no further consideration of historic properties is warranted with respect to this project.

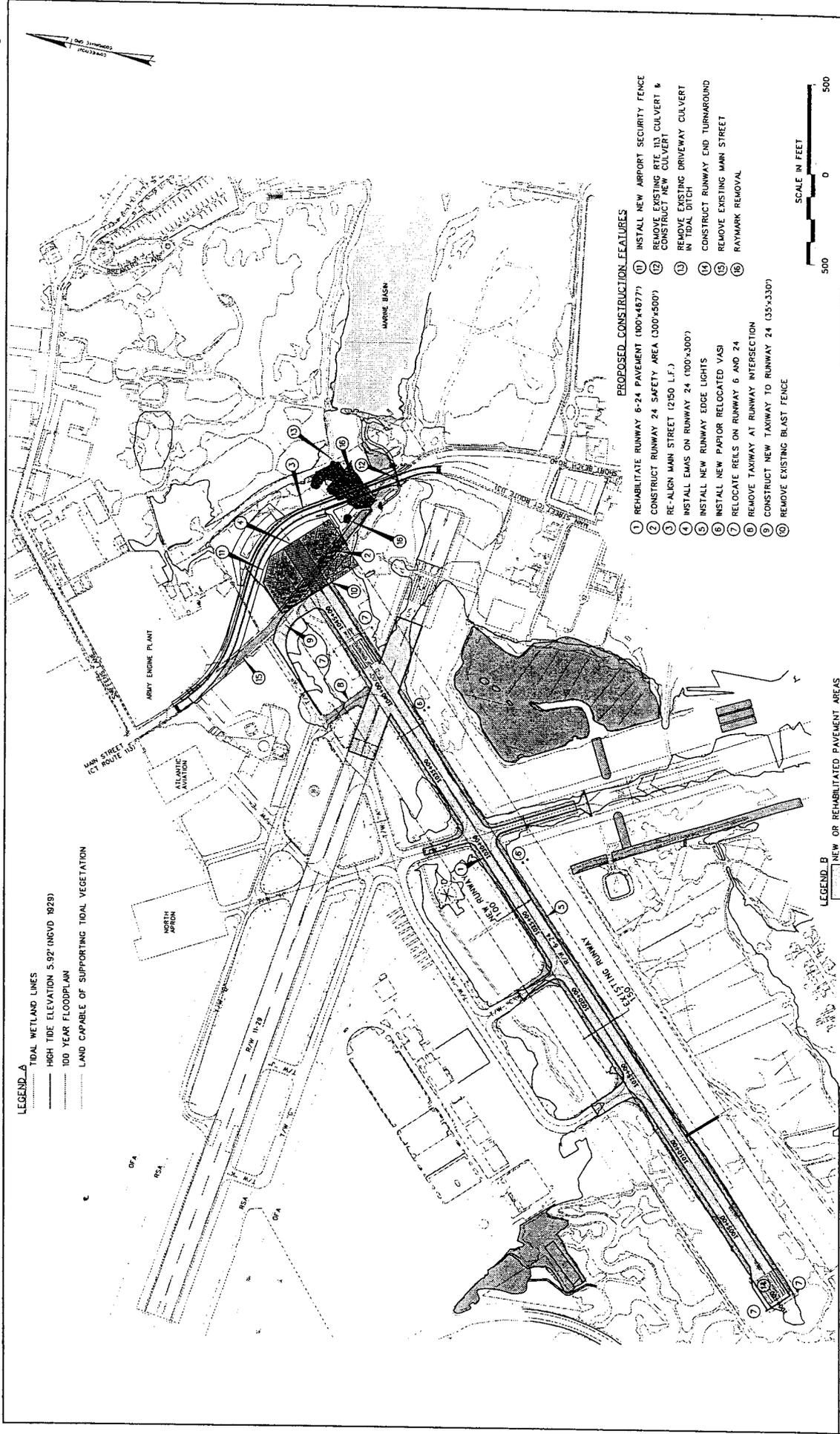
The State Historic Preservation Office appreciates the opportunity to review and comment upon this project. These comments are provided in accordance with the Section 106 of the National Historic Preservation Act and the Connecticut Environmental Policy Act. For additional information, please contact me at (860) 256-2761 or Daniel.Forrest@CT.gov.

Sincerely,

Daniel T. Forrest
Deputy State Historic Preservation Officer

CC: Ranslow/CT-DOT - OEP

- LEGEND A**
- TIDAL WETLAND LINES
 - HIGH TIDE ELEVATION 5.92' (MVD 1929)
 - 100 YEAR FLOODPLAIN
 - LAND CAPABLE OF SUPPORTING TIDAL VEGETATION



- PROPOSED CONSTRUCTION FEATURES**
- ① REHABILITATE RUNWAY 6-24 PAVEMENT (100'x4877')
 - ② REHABILITATE RUNWAY 24 SAFETY AREA (300'x500')
 - ③ RE-ALIGN MAIN STREET (1250' L.F.)
 - ④ INSTALL EMAS ON RUNWAY 24 (100'x300')
 - ⑤ INSTALL NEW RUNWAY EDGE LIGHTS
 - ⑥ INSTALL NEW PAPIR RELOCATED VASI
 - ⑦ RELOCATE REELS ON RUNWAY 6 AND 24
 - ⑧ REMOVE TAXIWAY AT RUNWAY INTERSECTION
 - ⑨ CONSTRUCT NEW TAXIWAY TO RUNWAY 24 (35'x330')
 - ⑩ REMOVE EXISTING BLAST FENCE
 - ⑪ INSTALL NEW AIRPORT SECURITY FENCE
 - ⑫ REMOVE EXISTING RTE 113 CULVERT & CONSTRUCT NEW CULVERT IN TIDAL DITCH
 - ⑬ REMOVE EXISTING DRIVEWAY CULVERT
 - ⑭ CONSTRUCT RUNWAY END TURNAROUND
 - ⑮ REMOVE EXISTING MAIN STREET
 - ⑯ RAYMARK REMOVAL



- LEGEND B**
- ▭ NEW OR REHABILITATED PAVEMENT AREAS
 - ▭ PAVEMENT REMOVAL AREAS
 - ▭ RSA GRADING AREA
 - ▭ AIRPORT PERIMETER FENCING
 - ▭ EMAS
 - ▭ MITIGATION AREAS

**IGOR I. SIKORSKY MEMORIAL AIRPORT
STRATFORD, CONNECTICUT**



URS

FIGURE 2
**RUNWAY SAFETY AREA PROJECT
DOT 15-336
IGOR I. SIKORSKY MEMORIAL AIRPORT
PROPOSED CONSTRUCTION FEATURES**

Attachment 6 – Ineligible Items

FAA Project Application: AIP 3-09-0002-0XX-2014

Igor I. Sikorsky Memorial Airport

Investigative and Remedial Design Services & Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway 24 Safety Area and Installation of EMAS

The following items have been identified as ineligible for reimbursement from this Grant Application:

- Services related to Raymark Sampling and Testing with the tidal ditch - \$98,500. Please refer to the letter dated February 18, 2014 in this section for additional information.
- Costs related to excavation, stabilization, disposal and remediation of Raymark Materials within the tidal ditch. These efforts are to be accounted for as separate pay items in the Contract Documents. The specific pay items are further described as follows:

0202306	A	SPECIAL HAZARDOUS WASTE MATERIALS EXCAVATION, HANDLING, AND DISPOSAL
0202307	A	SPECIAL HAZARDOUS WASTE MATERIALS EXCAVATION, HANDLING, AND DISPOSAL (TSCA)
0207010	A	SPECIAL BACKFILL
0944110	A	ORGANIC MATERIAL

The total ineligible costs of these items based on the anticipated quantities and the bid prices provided by the low bid contractor is \$56,572.

- The State of Connecticut will reimburse the Utility companies for 50% of the cost of relocating their infrastructure when performed as part of a state road improvement project. The total estimated cost of utility relocation is \$1,763,560.72. The 50% state share, or \$881,780.36, of utility relocation is included in this grant application, however the 50% cost borne by the utility companies has not been deemed eligible for reimbursement.



February 18, 2014

Ms. Pauline Mize, Airport Manager
Igor I. Sikorsky Memorial Airport
1000 Great Meadow Road
Stratford, Connecticut, 06615

**Re: Additional Services Required for
Safety Improvements – Extra Work for Additional Permitting Required for the
Re-Alignment of Main Street (CT Route 113) – Task Order 9**

Dear Mr. Mize:

On September 23, 2013, URS and the City of Bridgeport agreed to a scope of services under Task Order 9 related to the Runway Safety Area project. A majority of the tasks associated with Task Order 9 included services related to Raymark Waste field testing and reporting. Since that time, URS has been requested to provide additional services that are outside of the scope described in Task Order 9. Due to scheduling constraints required to maintain the project bid schedule, we have continued to provide these additional services under the assumption that URS would be compensated for these services.

The purpose of this letter is to outline those services that we have been requested to provide that are outside our current scope of work. We are asking for your concurrence that these items constitute Extra Work.

Additional Raymark Waste Services related to the Tidal Ditch

Task Order 9 dated September 2013 authorized URS to perform services related to sampling for Raymark Waste within the tidal ditch. Six (6) borings were to be advanced using a hand held geoprobe device.

In September of 2013, URS was directed not to perform the testing in the ditch, so that the FAA could present their plan to the EPA regarding removal of Raymark Waste up to the edge of the ditch. The following additional meetings were prepared for and attended by URS staff to discuss this issue:

- FAA meeting at CT DOT on October 23, 2013
- FAA meeting at FAA on November 1, 2013
- FAA/EPA meeting in Boston on November 13, 2013
- "Decision Makers" meeting #1 on January 7, 2104
- "Decision Makers" meeting #2 on January 28, 2104
- Meeting with EPA and DEEP to agree on tidal boring locations on January 7, 2014
- Meeting with EPA and DEEP to discuss results of tidal boring sampling on January 22, 2014

Based on direction established in the January 7, 2014 meeting, URS mobilized to perform the testing in the tidal ditch. The winter site conditions required the use of a geoprobe and a boat mounted drill rig, instead of a hand held geoprobe as originally scoped, to advance 28 borings along and in the ditch. The original proposal called for six hand augers and 11 soil borings via geoprobe. Instead, 3 hand augers were advanced hanging out over the ice, 14 soil borings were drilled via a geoprobe and 11 borings were drilled via the use of a boat. The 28 borings were advanced from 0 to 10 feet. The field work in December/January was performed over 4 days, one day longer than anticipated due to weather.

The bench scale testing program originally developed and performed on the materials found in the upland Raymark removal area was rerun using materials taken from the tidal ditch borings. The testing program identified if a similar stabilization process could be utilized for the Raymark Waste materials found in the ditch. This lab reporting program was performed on a "rush" schedule per the schedule outlined in the

500 Enterprise Drive
Rocky Hill, CT, 06067
Tel: 860-529-8882
Fax: 860-529-3991

URS Corporation, AES
February 18, 2014
Ms. Pauline Mize
Pg. 2

Decision Makers meeting, and included additional testing to confirm stabilization of the underlying hazardous constituents known to exist in the ditch.

The project plans, specifications and project estimate were updated to account for the changes identified by the testing program. Twenty nine plan sheets were reissued throughout the plan set to revise the Raymark Waste boundary. An additional plan sheet was created to describe the tidal ditch restoration plan. The specifications were revised to create new pay items for the removal of the material within the ditch. The project estimate was updated on multiple occasions as new information was made available from the lab to project the cost of removal and treatment of the Raymark Waste material found within the ditch. Additionally, the tidal ditch data was incorporated into the Removal Work Plan and the Delineation Report.

Our cost for these services is \$98,500. The original budget for sampling within the ditch was for \$22,100. These additional services require an increase in the budget of \$76,400. It is our understanding that these costs would be deemed ineligible by the FAA, and are to be paid for by an MOU developed between the City of Bridgeport, the CT DEEP and the EPA.

Our intent is to provide these additional services under our existing Task Order 9 Time and Materials contract. Task Order 9 includes \$100,000 for Task 7 – CT DEEP Adjudicated Hearings. These services were not required. We would propose a reduction in the Total Estimated Compensation of Task Order 9 as follows:

Original Task Order 9 Total Estimated Compensation	\$733,500
Remove Task 7 – CT DEEP Adjudicated Hearings	-\$100,000
Include Tidal Ditch Additional Services described above	<u>\$ 76,400</u>
Revised Task Order 9 Total Estimated Compensation	<u>\$709,900</u>

We are planning on billing for these services as they are incurred. These services would not be FAA eligible. A change order will be submitted for these additional services should we find we are going to exceed the contract value.

Please contact me with any questions or concerns. If you are agreeable with the terms described above, please sign below and return a copy to me. Thank you again for the opportunity to work with you on this project.

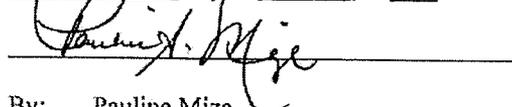
Sincerely,
URS Corporation AES



Fraser Walsh, P.E.
Project Manager

Acknowledgement of this change in Total Estimated Compensation for Task Order 9 is accepted by the City of Bridgeport this

21st day of Feb, 2014.



By: Pauline Mize
Title: Airport Manager

500 Enterprise Drive
Rocky Hill, CT, 06067
Tel: 860-529-8882
Fax: 860-529-3991

**MEMORANDUM OF AGREEMENT
SIKORSKY AIRPORT
RUNWAY SAFETY AREA PROJECT**

THIS MEMORANDUM OF AGREEMENT (the "Agreement") is hereby made and entered into as of _____, 2014 (the "Effective Date") by and among the Connecticut Airport Authority ("CAA"), the Connecticut Department of Transportation ("DOT"), the Connecticut Office of Policy and Management ("OPM") and the City of Bridgeport ("Bridgeport" or the "City"), (collectively "the Parties").

WHEREAS, Bridgeport is the owner and sponsor of Igor I. Sikorsky Memorial Airport ("Airport"), a Part 139 airport, which is located in the Town of Stratford; and

WHEREAS, the runway identified as 6-24 at the Airport ("Runway 6-24") abuts State Route 113 and is separated from the current State Route 113 by a blast fence; and

WHEREAS, the overrun of Runway 6-24 has resulted in the blast fence being involved in accidents at the Airport which has resulted in damage to aircraft, injuries to persons, and in 1994, 8 fatalities; and

WHEREAS, to enhance the safety and protection of persons and property from overruns on Runway 6-24 a project (hereinafter, the project in its entirety being referred to as the "RSA Project") is being proposed that can more safely and effectively slow an overrun aircraft; and

WHEREAS, the RSA Project consists of two phases: The "First Phase" involves the relocation of Route 113 and the construction of an Engineered Material Arrestor System ("EMAS"). The second phase involves the work related to the reconstruction of the runway, lighting and navigation. Only the first phase is the subject of this Agreement; and

WHEREAS, on September 28, 2011, the Federal Aviation Administration ("FAA") issued a Record of Decision ("ROD") providing approvals for the RSA Project including EMAS; and

WHEREAS, the ROD identifies the RSA Project, including EMAS, as an eligible mitigation consideration for federal funding under the Airport Improvement Program ("AIP"). The ROD was based, in part, on a June 27, 2011, Final Written Re-evaluation for the 1999 Final Environmental Impact Statement. The ROD completed the FAA's environmental review for purposes of the National Environmental Policy Act ("NEPA"); and

WHEREAS, the RSA Project at the end of Runway 6-24 requires the relocation of State Route 113. This relocation, with the use of an EMAS, will permit Bridgeport, as the Airport Sponsor, to meet the RSA requirement without a more significant relocation of the road; and

WHEREAS, the installation of an EMAS accommodated by the relocation of Route 113 will result in the First Phase safety enhancements at the Airport; and

WHEREAS, prior to July 1, 2013, DOT possessed certain responsibility, pursuant to the

Connecticut General Statutes, for aviation throughout the State of Connecticut; and

WHEREAS, in order to complete the RSA Project, the DOT has agreed to act as project manager; and

WHEREAS, as of July 1, 2013, responsibility for aviation throughout the State of Connecticut was transferred from the DOT to the CAA; and

WHEREAS, in light of the transfer of responsibility for aviation throughout the State of Connecticut to the CAA, the FAA has determined that Bridgeport should apply for the FAA AIP grants to cover the RSA Project cost; and

WHEREAS, the CAA, in order to cooperate with the DOT, Bridgeport and the FAA to provide for the expeditious completion of the RSA Project, is willing to administratively process the FAA AIP funds through to DOT for the First Phase of the RSA Project, pursuant to section 3 of this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. A portion of the overall RSA Project cost will be financed through Bridgeport's transfer and sale of certain Airport property to the Town of Stratford as more particularly described in Articles I and II of the Intergovernmental Agreement.
2. The remaining RSA Project cost (the "reduced RSA Project cost") will be financed 90% with FAA grant funding, and, subject to the availability of such FAA funding the remaining 10% will be financed with Bridgeport and DOT funds. Bridgeport will apply for AIP grants to cover the reduced RSA Project design and construction related costs. Subject to the availability of funding and compliance with applicable federal laws, the FAA has committed to approve such grants. In the event such grants are approved, Bridgeport and the DOT will each be responsible for providing their share of the remaining 10% local share of the reduced RSA Project cost.
3. If the FAA approves such grants, Bridgeport shall enter into appropriate grant agreements with the FAA for the AIP grants to cover the First Phase of the reduced RSA Project costs. All funds to be received through this grant agreement shall go to the CAA. The CAA will make the funds available to the DOT and Bridgeport for the First Phase of the RSA Project, subject to the provisions of this Agreement.
4. DOT will inform OPM when FAA approval has been received. Following such notice and on the City's behalf, OPM shall arrange for \$4,405,303.00 in previously authorized State bond funds for the City to be made available to DOT for the First Phase of the RSA Project.
5. Bridgeport will provide \$1,258,067.00 to DOT for the remainder of its local match for the First Phase.

FINAL

6. Other than administratively processing FAA AIP funds through to DOT, the CAA shall have no obligations or responsibilities with respect to the prosecution of the RSA Project.

7. Upon approval of this Agreement by the Office of the Attorney General (following execution by all parties), Bridgeport shall, within three (3) business days, (a) provide DOT with the remainder of its local match, and (b) return the signed Project Authorization Letter (PAL) to DOT for this First Phase. Failure to do so shall constitute a breach of this Agreement and Bridgeport shall be responsible for all delay damages that result.

8. DOT, as project manager, shall require that the contractor construct the First Phase of the RSA Project in accordance with the applicable FAA Grant Assurances.

9. Bridgeport shall comply with and be responsible for, throughout the period that they are applicable, the terms of any grant agreements with the FAA for AIP grants for the RSA Project and for any and all other FAA requirements, including but not limited to grant assurances or conditions, whether general or specific to this RSA Project. Should the FAA determine that a violation has occurred with respect to any grant assurance related to construction and seek repayment of any or all of the AIP grants for this First Phase of the RSA Project from Bridgeport, Bridgeport, DOT and OPM agree to act in a timely manner to negotiate an equitable solution for repayment. Such negotiations, if related to the assurances applicable to constructing the First Phase of the RSA Project, shall give due regard to DOT's obligation as set forth in Section 8 of this Agreement. Under no circumstances shall the CAA be, nor shall any party seek to hold the CAA, liable for any grant assurances for AIP grants for the RSA Project.

10. Bridgeport will be responsible for the proper operation and maintenance of the EMAS after construction; and

11. DOT will be responsible for the maintenance of Route 113 after it is relocated for the benefit of the installation of the EMAS.

12. Notwithstanding anything herein to the contrary, the Parties hereby acknowledge and agree that the CAA shall have no obligation or responsibility to provide for or participate in any way in the provision of any portion of the reduced RSA Project cost.

13. This Agreement may be executed in counterpart originals; each of which shall be deemed to constitute an original Agreement, and all of which shall constitute one Agreement. If signed in counterpart, each party shall provide a copy of such counterpart to all of the other parties. The execution of one counterpart by any party shall have the same force and effect as if that party has signed all other counterparts.

14. The undersigned representatives of each party certify that they are fully authorized to execute this Agreement.

15. Forum and Choice of Law. The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. The Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State of Connecticut, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. CAA and Bridgeport waive any objection which they may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

16. Sovereign Immunity. The Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of Connecticut of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

17. For the purposes of this Agreement, "Intergovernmental Agreement" means the agreement entitled "Runway Safety Area Project Igor Sikorsky Memorial Airport Intergovernmental Agreement" entered into in March, 2013 by the City, the Town of Stratford, DOT, OPM and FAA.

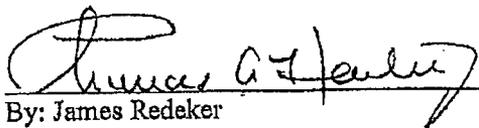
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf.

CONNECTICUT AIRPORT AUTHORITY

By: Kevin A. Dillon, A.A.E.
Its: Executive Director

_____, 2014
Date

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**



By: James Redeker
Its: Commissioner

_____, 2014
Date

**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT**

By: Benjamin Barnes
Its: Secretary

_____, 2014
Date

CITY OF BRIDGEPORT

By: Bill Finch
Its: Mayor

_____, 2014
Date

APPROVED AS TO FORM:

Associate Attorney General

_____, 2014
Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf.

CONNECTICUT AIRPORT AUTHORITY

_____, 2014
By: Kevin A. Dillon, A.A.E. Date
Its: Executive Director

**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

_____, 2014
By: James Redeker Date
Its: Commissioner

**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT**


_____, 2014
By: Benjamin Barnes Date
Its: Secretary

CITY OF BRIDGEPORT

_____, 2014
By: Bill Finch Date
Its: Mayor

APPROVED AS TO FORM:

_____, 2014
Associate Attorney General Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on their behalf.

CONNECTICUT AIRPORT AUTHORITY

_____, 2014
By: Kevin A. Dillon, A.A.E. Date
Its: Executive Director

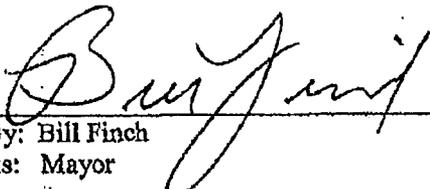
**STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION**

_____, 2014
By: James Redeker Date
Its: Commissioner

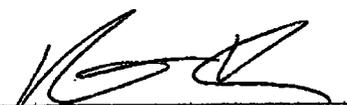
**STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT**

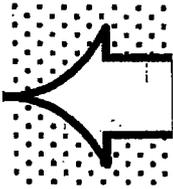
_____, 2014
By: Benjamin Barnes Date
Its: Secretary

CITY OF BRIDGEPORT


_____, 2014
By: Bill Finch Date
Its: Mayor

APPROVED AS TO FORM:


_____, 2014
Asst. Associate Attorney General Date
Robert W. Clark



U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 DRUG-FREE WORKPLACE

City of Bridgeport, CT

Igor I. Sikorsky Memorial Airport

AIP 3-09-0002-OXX-2014

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway Safety Area and Installation of EMAS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. A statement has been (will be) published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. An ongoing drug-free awareness program has been (will be) established to inform employees about:			
a. The dangers of drug abuse in the workplace;			
b. The sponsor's policy of maintaining a drug-free workplace;	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Any available drug counseling, rehabilitation, and employee assistance programs; and			
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.			
3. Each employee to be engaged in the performance of the work has been (will be) given a copy of the statement required within item 1 above.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Employees have been (will be) notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Yes No N/A

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.

I have prepared documentation attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified in the attachment. I have prepared additional documentation for any above items marked "no" and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

City of Bridgeport, CT

(Name of Sponsor)


(Signature of Sponsor's Designated Official Representative)

Pauline A. Mize

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

6/16/14
(Date)

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

SELECTION OF CONSULTANTS

City of Bridgeport, CT

Igor I. Sikorsky Memorial Airport

AIP 3-09-0002-OXX-
2014

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway Safety Area and Installation of EMAS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for selection of consultant services within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standard.

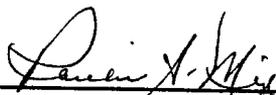
	<u>Yes</u>	<u>No</u>	<u>N/A</u>
1. Solicitations were or will be made to ensure fair and open competition from a wide area of interest.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Consultants were or will be selected using competitive procedures based on qualifications, experience, and disadvantaged enterprise requirements with the fees determined through negotiations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A record of negotiations has been or will be prepared reflecting considerations involved in the establishment of fees, which are not significantly above the sponsor's independent cost estimate.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. If engineering or other services are to be performed by sponsor force account personnel, prior approval was or will be obtained from the FAA.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. The consultant services contracts clearly establish or will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Costs associated with work ineligible for AIP funding are or will be clearly identified and separated from eligible items in solicitations, contracts, and related project documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- | | Yes | No | N/A |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 7. Mandatory contact provisions for grant-assisted contracts have been or will be included in consultant services contracts. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. The cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards were not or will not be used. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. If the services being procured cover more than the single grant project referenced in this certification, the scope of work was or will be specifically described in the advertisement, and future work will not be initiated beyond five years. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Bridgeport, CT

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Pauline A. Mize

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 PROJECT PLANS AND SPECIFICATIONS

City of Bridgeport, CT

(Sponsor)

Igor I. Sikorsky Memorial Airport

(Airport)

AIP 3-09-0002-0XX-
2014

(Project Number)

Description of Work:

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway Safety Area and Installation of EMAS

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. A list of current advisory circulars with specific standards for design or construction of airports as well as procurement/installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. The plans and specifications were (will be) prepared in accordance with applicable Federal standards and requirements, so no deviation or modification to standards set forth in the advisory circulars, or State standard, is necessary other than those previously approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Specifications for the procurement of equipment are not (will not be) proprietary or written so as to restrict competition. At least two manufacturers can meet the specification.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The development included (to be included) in the plans is depicted on the airport layout plan approved by the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Development that is ineligible for AIP funding has been (will be) omitted from the plans and specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The process control and acceptance tests required for the project by standards contained in Advisory Circular 150/5370-10 are (will be) included in the project specifications.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. If a value engineering clause is incorporated into the contract, concurrence was (will be) obtained from the FAA.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- | | Yes | No | N/A |
|--|-------------------------------------|--------------------------|--------------------------|
| 7. The plans and specifications incorporate (will incorporate) applicable requirements and recommendations set forth in the Federally approved environmental finding. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. For construction activities within or near aircraft operational areas, the requirements contained in Advisory Circular 150/5370-2 have been (will be) discussed with the FAA as well as incorporated into the specifications, and a safety/phasing plan has FAA's concurrence, if required. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. The project was (will be) physically completed without Federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Bridgeport, CT

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Pauline A. Mize

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

U.S. DEPARTMENT OF TRANSPORTATION
 FEDERAL AVIATION ADMINISTRATION
 AIRPORT IMPROVEMENT PROGRAM
 SPONSOR CERTIFICATION
 EQUIPMENT/CONSTRUCTION CONTRACTS

City of Bridgeport, CT

Igor I. Sikorsky Memorial Airport

AIP 3-09-0002-0XX-
2014

(Sponsor)

(Airport)

(Project Number)

Description of Work:

Investigative and Remedial Design Services and Construction Services for the Re-Alignment of Main Street (CT Route 113), Runway Safety Area and Installation of EMAS

Title 49, United States Code (USC), section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General standards for equipment and construction contracts within Federal grant programs are described in Title 49, Code of Federal Regulations (CFR), Part 18.36. AIP standards are generally described in FAA Advisory Circular (AC) 150/5100-6, Labor Requirements for the Airport Improvement Program, AC 150/5100-15, Civil Rights Requirements for the Airport Improvement Program, and AC 150/5100-16, Airport Improvement Program Grant Assurance One--General Federal Requirements. Sponsors may use State and local procedures provided procurements conform to these Federal standards.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A code or standard of conduct is (will be) in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Qualified personnel are (will be) engaged to perform contract administration, engineering supervision, construction inspection, and testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The procurement was (will be) publicly advertised using the competitive sealed bid method of procurement.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The bid solicitation clearly and accurately describes (will describe):			
a. The current Federal wage rate determination for all construction projects, and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. All other requirements of the equipment and/or services to be provided.			

	Yes	No	N/A
5. Concurrence was (will be) obtained from FAA prior to contract award under any of the following circumstances:			
a. Only one qualified person/firm submits a responsive bid,			
b. The contract is to be awarded to other than the lowest responsible bidder,	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Life cycle costing is a factor in selecting the lowest responsive bidder, or			
d. Proposed contract prices are more than 10 percent over the sponsor's cost estimate.			
6. All contracts exceeding \$100,000 require (will require) the following provisions:			
a. A bid guarantee of 5 percent, a performance bond of 100 percent, and a payment bond of 100 percent;			
b. Conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), and Executive Order 11738.			
7. All construction contracts contain (will contain) provisions for:			
a. Compliance with the Copeland "Anti-Kick Back" Act, and			
b. Preference given in the employment of labor (except in executive, administrative, and supervisory positions) to honorably discharged Vietnam era veterans and disabled veterans.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. All construction contracts exceeding \$2,000 contain (will contain) the following provisions:			
a. Compliance with the Davis-Bacon Act based on the current Federal wage rate determination; and	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Compliance with the Contract Work Hours and Safety Standards Act (40 USC 327-330), Sections 103 and 107.			
9. All construction contracts exceeding \$10,000 contain (will contain) appropriate clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. All contracts and subcontracts contain (will contain) clauses required from Title VI of the Civil Rights Act and 49 CFR 23 and 49 CFR 26 for Disadvantaged Business Enterprises.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

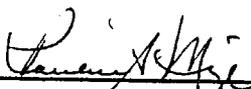
11. Appropriate checks have been (will be) made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any U.S. Department of Transportation (DOT) element and appearing on the DOT Unified List.

Yes	No	N/A
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have prepared documentation attached hereto for any item marked "no" that is correct and complete.

City of Bridgeport, CT

(Name of Sponsor)



(Signature of Sponsor's Designated Official Representative)

Pauline A. Mize

(Typed Name of Sponsor's Designated Official Representative)

Airport Manager

(Typed Title of Sponsor's Designated Official Representative)

(Date)

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

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

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

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

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: Igor I. Sikorsky Memorial Airport

LOCATION: 1000 Great Meadow Drive, Administration Building, Stratford, CT 06615

AIP PROJECT NO.: 3-09-0002-0XX-2014

STATEMENTS APPLICABLE TO THIS PROJECT

- a. **INTEREST OF NEIGHBORING COMMUNITIES:** In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) Igor I. Sikorsky Memorial Airport.
- b. **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.
- c. **FBO COORDINATION:** The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) Igor I. Sikorsky Memorial Airport, and they have been informed regarding the scope and nature of this project.
- d. **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Pauline A. Mize

DATE: 6/16/14

TITLE: Airport Manager

SPONSORING AGENCY: City of Bridgeport, CT

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished. N/A

- a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;
- b. The nature and basis of opposition;
- c. Sponsor's plan to accommodate or otherwise satisfy the opposition;
- d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.
- e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;
- f. Sponsor's plans, if any, to minimize any adverse effects of the project;
- g. Benefits to be gained by the proposed development; and
- h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signed Pauline A. Mize Date 6/16/14
Sponsor's Authorized Representative
Pauline A. Mize

Title Airport Manager

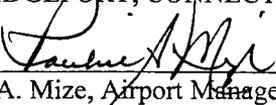
EXHIBIT "A" PROPERTY MAP CERTIFICATION

I HEREBY CERTIFY THAT THE EXHIBIT 'A' PROPERTY MAP, DATED JUNE 5, 2001, REVISED MAY 2014, ATTACHED TO THE GRANT AGREEMENT FOR AIP PROJECT NO. 3-09-0002-0XX-2014, IS THE CURRENT PROPERTY MAP.

THE ABOVE MENTIONED EXHIBIT "A" IS, THEREFORE, INCORPORATED INTO THIS PROJECT APPLICATION BY REFERENCE AND MADE A PART THEREOF.

Sponsor: CITY OF BRIDGEPORT, CONNECTICUT/ IGOR I. SIKORSKY MEMORIAL AIRPORT

By:


Pauline A. Mize, Airport Manager

Dated:

6/16/14



ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

Federal Regulations

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

- 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
 - d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
 - e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
 - f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
 - g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
 - h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
 - i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

- 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

- 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

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

e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

- a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated 03/20/2014 (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

RESOLUTION

By Councilmember(s): Susan T. Brannelly

District: 130th

Introduced at a meeting
Of the City Council, held:

September 2, 2014

Referred to:

Board of Police Commissioners

Attest: _____

City Clerk



Referrals Made:

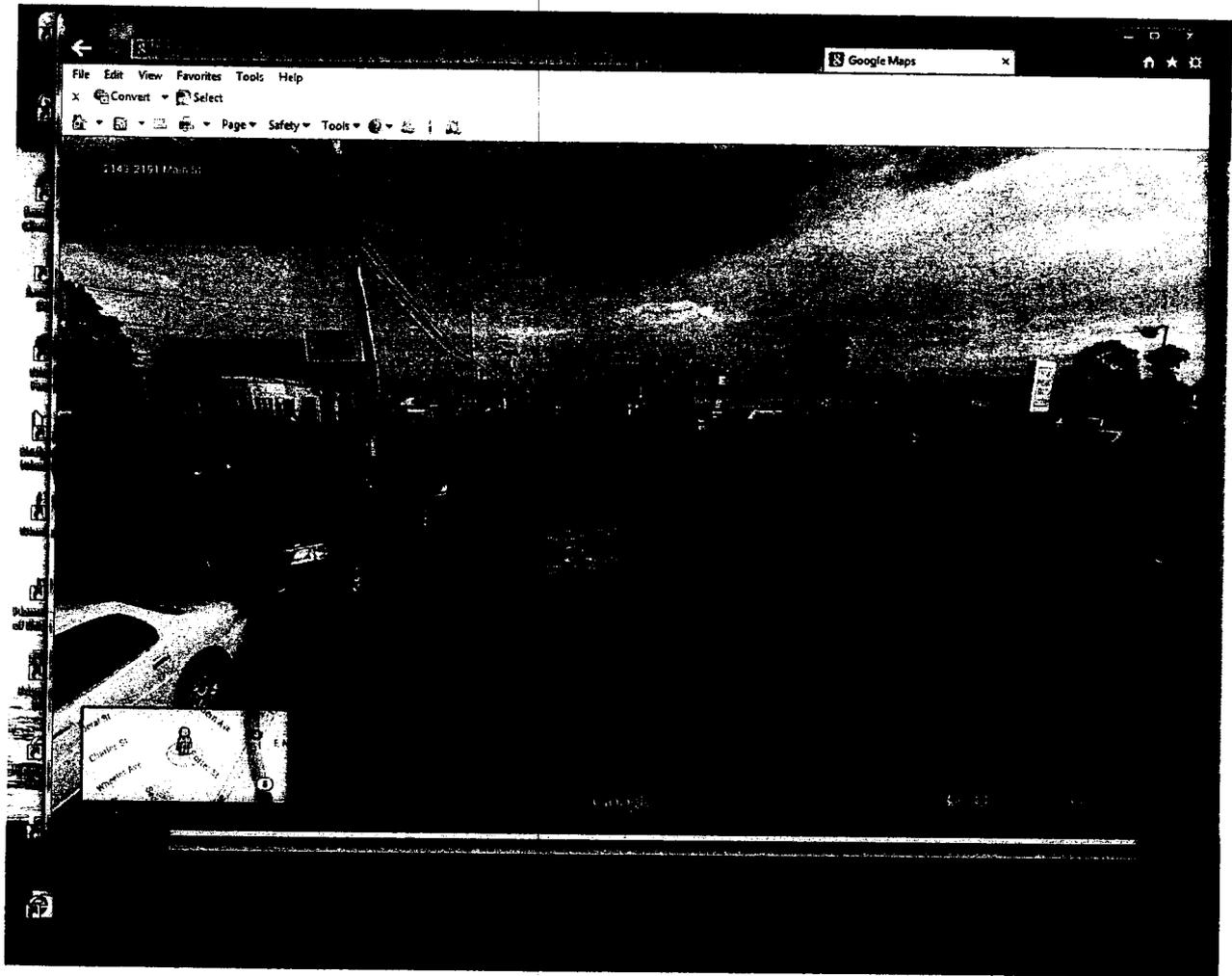
WHEREAS, maintaining the safety and well being of Bridgeport residents is a priority of the City Council; and
WHEREAS, Beacon Court is a small lane with barely enough room for one vehicle to operate at a time; and
WHEREAS, vehicles parked on Beacon Court (from its intersection with Beacon Street to 34-36 Beacon Court) severely limit the ability of others to move safely; and
WHEREAS, this parking also creates a hazard for police, fire, or medical vehicles in accessing Beacon Court; and
NOW, THEREFORE, BE IT RESOLVED, that the City Council requests the Board of Police Commissioners designate Beacon Court from its intersection with Beacon Street to 34-36 Beacon Court a "No Parking" zone and order that appropriate "No Parking" signs to be posted.

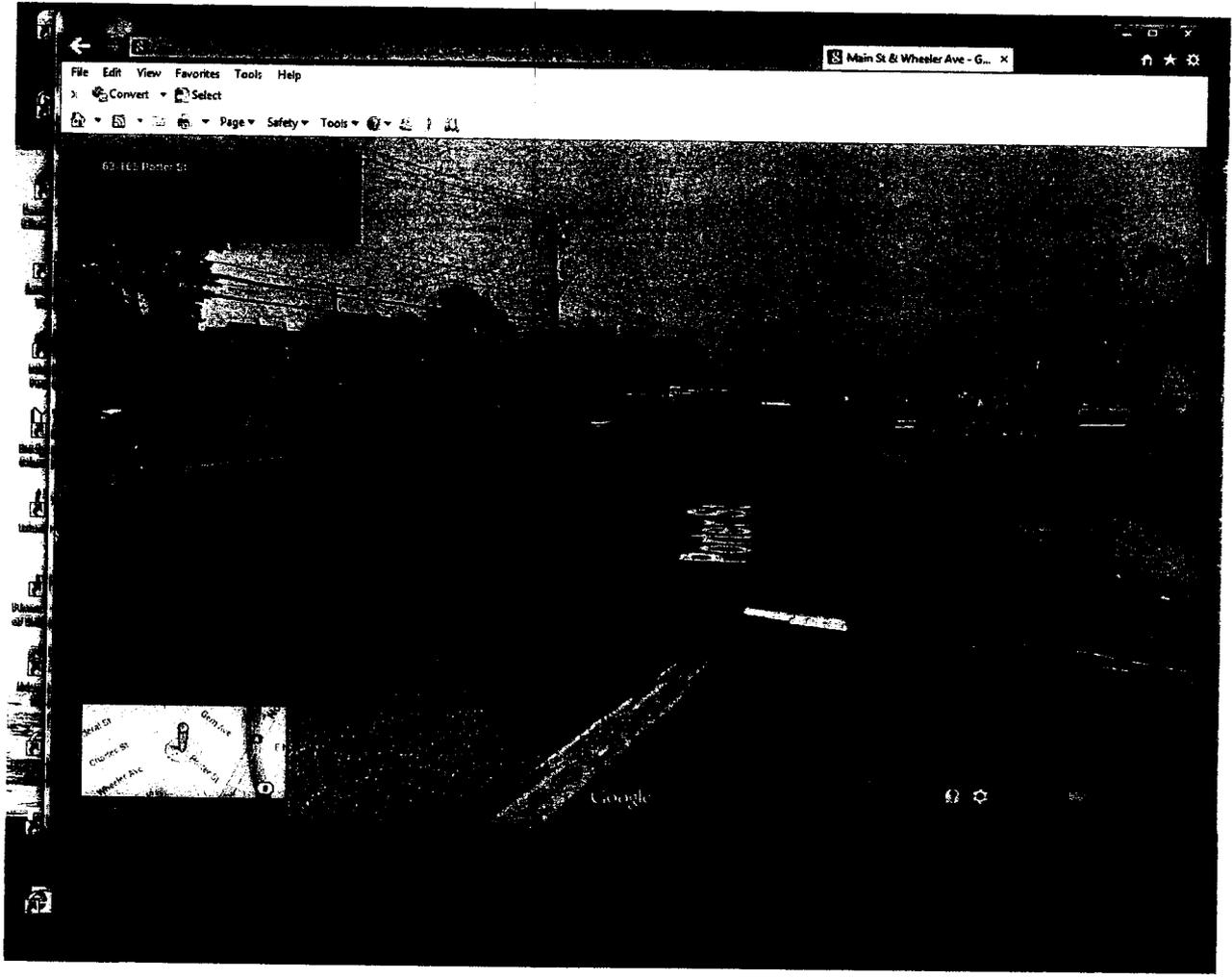
CITY CLERK
JESSIE

95 8 V 52 90V 4107
OFFICE OF THE CITY CLERK
RECEIVED















RESOLUTION

By Councilmember(s): AmyMarie Vizzo-Paniccia

District: 134th

Introduced at a meeting
Of the City Council, held:

September 2, 2014

Referred to:

Committee on Public Safety and Transportation

Attest: _____

City Clerk

AMYMARIE VIZZO-PANICCIA
CITY CLERK

SEP 2 11 AM '14

RECEIVED
CITY CLERK'S OFFICE

WHEREAS, the identification of streets by name plays an important function in maintaining the safety and welfare of the public; and,

WHEREAS, the principle function of street names is to enable residents, delivery services and public safety personnel to conveniently locate properties within the City; and,

WHEREAS, there are a number of streets that have duplicate or phonetically approximate existing names, have similar pronunciation or spelling with existing names or variations of the same name that can confuse citizens and slow public safety responses; and,

WHEREAS, the proliferation in honorary street renaming, with honorary names being posted above standard street name signs, adds to the confusion and lacks any specific criteria for the Council to follow; and,

NOW THEREFORE, BE IT RESOLVED that the Committee on Public Safety and Transportation review current policy regarding the naming of streets, recommend changes if needed, and develop specific criteria for the City Council to follow in the future honorary renaming of City streets, BE IT FURTHER RESOLVED that further designation of honorary streets be delayed until guidelines are adopted.

Referrals Made:



City of Bridgeport, Connecticut



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:

117-13

RESOLVED, That the following named individual be, and hereby is, Appointed to the WPCA Commission in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

Alfred Yazbak (D)
170 Midland Street
Bridgeport, CT 06605

December 31, 2015

*This will fill a vacancy.

Council Date: July 7, 2014
Tabled and Ref'd back to Committee on July 7, 2014
ReSubmitted: August 4, 2014
Tabled by full Council on August 4, 2014
Resubmitted: September 2, 2014
Withdrawn on September 2, 2014 (From The Floor)



OFFICE OF THE MAYOR
CITY OF BRIDGEPORT, CONNECTICUT
MARGARET E. MORTON GOVERNMENT CENTER
999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE (203) 576-7201
FAX (203) 576-3913

BILL FINCH
Mayor

September 2, 2014

Ms. Frances Ortiz
City Clerk
45 Lyon Terrace, Room 204
Bridgeport, CT 06604

Dear Ms. Ortiz:

Please be advised that due to a change in his personal schedule, Mr. Alfred Yazbak has requested that his name be withdrawn from consideration for the Water Pollution Control Authority board.

Therefore, on behalf of Mayor Finch, I am withdrawing the referral of Mr. Yazbak's nomination from the City Council.

Sincerely,

Ruben Felipe
Deputy Chief of Staff

MMG/RF

cc: City Council Members

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CITY CLERK'S OFFICE
2014 SEP - 3 A 9:39
ATTEST
CITY CLERK

***137-13 Consent Calendar**

Resolution to Establish Budget Updates from City Departments as a Standing Agenda Item for the Regular Monthly Meetings of the City Council Committee on Budget and Appropriations.

**Report
of
Committee
on**



Budget & Appropriations

Submitted: September 2, 2014

Adopted: _____

Fleeta S. Hudson

Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

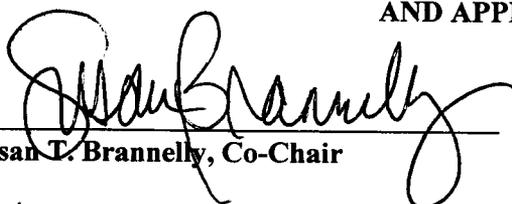
***137-13 Consent Calendar**

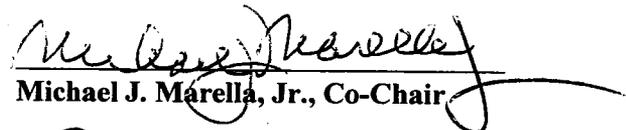
Resolution to Establish Budget Updates from City Departments as a Standing Agenda Item for the Regular Monthly Meetings of the City Council Committee on Budget and Appropriations.

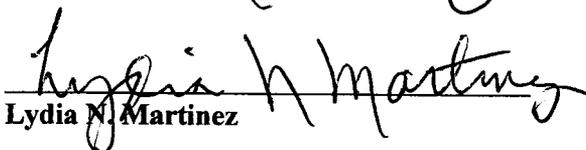
WHEREAS, budgetary goals are set by each department at the start of the fiscal year and it is the will of the Budget Committee to have regular updates from the larger departments on the status of the stated goals, the real or potential variances from the budgeted revenue and appropriations and the status of initiatives that are intended to yield savings or efficiencies; now, therefore, be it

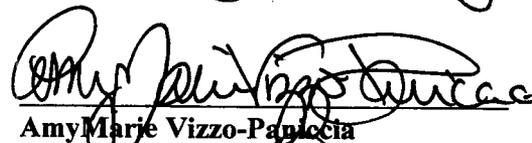
RESOLVED, that regular budget updates will be established as a standing agenda item for the regular monthly meetings of the City Council Budget and Appropriations Committee; and the Committee will determine and announce at each meeting which department will be seen the subsequent meeting; and this determination will be decided by the size of the department budget and potential for variance and will be communicated to the Chief Administrative Officer to coordinate for the subsequent meeting.

Respectfully submitted,
**THE COMMITTEE ON BUDGET
AND APPROPRIATIONS**


Susan T. Brannelly, Co-Chair

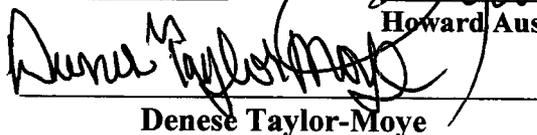

Michael J. Marella, Jr., Co-Chair


Lydia N. Martinez


Amy Marie Vizzo-Paniccia


Patricia Swain


Howard Austin, Sr.


Denese Taylor-Moye

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328

DEPUTY CITY ATTORNEY
Arthur C Laske, III



ASSISTANT CITY ATTORNEYS
Salvatore C. DePiano
R. Christopher Meyer
Edmund F. Schmidt
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS
Gregory M. Conte
Betsy A. Edwards
Richard G. Kascak, Jr.
Russell D. Liskov
John R. Mitola
Ronald J. Pacacha
Lisa R. Trachtenburg

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

COMM. #159-13 Referred to Contracts Committee
on 9/2/2014 (OFF THE FLOOR)

September 2, 2014

City Council
of the City of Bridgeport
45 Lyon Terrace
Bridgeport CT 06604



RECEIVED
CITY CLERK'S OFFICE
2014 SEP - 3 A 9:39
ATTEST
CITY CLERK

**Re: Proposed Lease Agreement between City of BPT and GJS Properties LLC for BPD
Parking at 205-245 Congress Street, Bridgeport**

Dear Honorable Councilpersons:

Upon the consent of Council President Thomas McCarthy, kindly ADD the above-referenced matter (copy attached) to the City Council Agenda for tonight's meeting FOR REFERRAL TO CONTRACTS COMMITTEE ONLY. Two separate motions will be necessary as follows:

1. **MOTION TO ADD MATTER TO AGENDA** – 2/3 Majority of those present and voting required per CT FOIA; and
2. **MOTION TO REFER MATTER TO CONTRACTS COMMITTEE** – Simple Majority vote of those present and voting required.

Thank you for your assistance in this matter.

Very truly yours,

Mark T. Anastasi, City Attorney

Cc: Mayor Bill Finch
Fleeta C. Hudson, City Clerk
Frances Ortiz, Asst. City Clerk
Thomas C. McCarthy, Council President
Andrew Nunn, CAO
Adam Wood, Chief of Staff

Ruben Felipe, Deputy Chief of Staff
Molree Williams-Lender, Deputy CAO
Howard Austin, Co-Chair Contracts Com.
Richard DeJesus, Co-Chair Contracts Com.
Brett Broesder, Dir. of Communications

LEASE AGREEMENT

THIS AGREEMENT made as of this ____ day of _____, in the year 2014 between GJS PROPERTIES LLC ("GJS") having an address of 421 Tunxis Hill Road, Fairfield, CT 06825, and THE CITY OF BRIDGEPORT ("City") having an address at 45 Lyon Terrace, Bridgeport, CT 06604.

WITNESSETH:

Whereas, GJS is the owner of certain real property located at 205-245 Congress Street, Bridgeport, CT which currently consists of a parking lot with related improvements; and

Whereas, the City requires the use of parking facilities for the use of its police department and other city vehicles; and

Whereas, GJS has agreed to lease to the City the aforesaid parking lot on the terms and conditions set forth herein; and

Whereas, the City has agreed to lease said parking lot on the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1. **PEMISES.** In consideration of the covenants and other obligations on the part of the City to be performed and observed, GJS does hereby demise unto the City the property located at 205-245 Congress Street in the City of Bridgeport, CT, consisting of approximately seventy-five parking spaces.
2. **TERM;USE.** GJS grants to the City the right to occupy the Property in quiet and undisturbed possession for a term of five (5) years commencing August 1, 2014 ("Commencement Date") and ending five (5) years from such date (the "Term") provided that the space is used and occupied by the City, its agents, employees and invitees for no other purpose than that for which the property is permitted to be used, namely as a parking lot for the use of the Bridgeport Police Department and other municipal departments and vehicles, the City shall be permitted access to the space and use thereof at all times.
3. **FEE** The use and occupancy payments shall be Forty Thousand (\$40,000) Dollars per year, payable in twelve (12) monthly installments of Three thousand three hundred thirty-three dollars and 33 cents (\$3,333.33) each, due by no later than the 10th of each month. Such amount shall increase by the same amount as the real estate tax increases on such above the real taxes currently being paid by GJS.

4. **OBLIGATIONS**

- a) The City shall be responsible for all general upkeep, maintenance and utilities, including but not limited to snow plowing, installing greenery required by the Planning and Zoning Commission.
- b) GJS and the City shall equally share the cost of installation of all drainage as may be required by the Planning and Zoning Commission or other municipal agencies
- c) The City and GJS agree that the City shall be the sole lessor of such Property and GJS nor the City shall have the right to lease or sublease a portion to any other person or entity.

5. **CONDITION OF SPACE** The City agrees to keep the Property in good repair as described herein, and at the end of the Term will deliver the Property to GJS in good order and condition, reasonable wear and tear excepted.

6. **ASSIGNMENT SUBLETTING AND ALTERATIONS** The City shall not assign, sublet, mortgage or pledge this Agreement nor let the whole or any part of the Property, nor make any alterations to the Property, other than the landscaping referenced above, with GJS's prior written consent.

7. **LAWS AND GOVERNMENTAL REGULATIONS** The City agrees to comply promptly with all laws, rules and orders of Federal State and Municipal governments and all of their departments applicable to the Property herein described, and shall comply promptly with the requirements of the Board of Fire Underwriters.

8. **INDEMNIFICATION OF THE CITY; INSURANCE** The City agrees to indemnify and save harmless GJS of and from all fines, suits, claims, demands and actions of any kind by any reason of any breach, violations, or non-performance of any condition hereof on the part of the City. Further, GJS shall not be liable for any injury or damage to person or property happening in or about the space, and the City agrees to indemnify and save harmless GJS from any liability thereof; and the City shall indemnify and hold harmless GJS from any and all damage or liability for anything arising from or out of the use of the Property by the City. It is understood, however, that this paragraph shall not apply to injury or damage arising out of any negligence or intentional acts or omissions of GJS. It is understood that the City of Bridgeport self-insures for personal injury and property damage.

9. **EXTRA EXPENDITURES** In the event that the City shall make any expenditure for which GJS is responsible or which GJS should make, by reason of any term of this Agreement or breach thereof by GJS then the amount thereof, together with interest and costs, may at the City's election, become immediately due and payable.

10. **ADDITIONS AND IMPROVEMENTS** All alterations, additions and improvements (except trade fixtures) put in at the expense of the City, shall become the property of GJS and shall remain upon and be surrendered with the Property as a part thereof at the end of the Term or any extended term, or the earlier termination of this Agreement.
11. **ENTRY FOR REPAIRS AND INSPECTION** GJS or its representatives shall have the right to enter into the upon said Property or any part thereof at all reasonable hours, to examine the same or to make repairs, or to make such other alterations or repairs as may be occasioned by the use and the City shall not be entitled to any abatement or reduction of the Fee so long as such entry is at reasonable hours and provided further, however, that GJS shall make every effort to avoid disruption of the City's use of the Property.
12. **SIGNS** The City shall not place any signs outside the Property except as and where first approved by GJS.
13. **NOTICE** Any communication or notice given hereunder shall be made in writing by certified mail, return receipt requested, deposited in a repository of the United States Postal Service, or by recognized overnight delivery service, addressed to the party receiving such notice at their respective addresses first above listed or at such other address as may be desired by written notice given in accordance herewith. Notices shall be sent as referenced below:

If to GJS:

421 Tunxis Hill Road
Fairfield, CT 06825

If to City:

Chief Administrative Officer
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

With a copy to:

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

14. **WAIVER OF BREACH:** No waiver at any time of the right to terminate this agreement shall impair the right of GJS to insist upon such termination subsequent thereto, and in addition to any other remedies, which the GJS may have.

15. **MODIFICATION:** No provisions of this agreement shall be waived or altered except by written endorsement hereon or attached hereto and signed by both parties.
16. **NUISANCES:** The City shall conduct its activities on the property in such a manner as not to create any nuisance or to interfere with, annoy or disturb other occupants or the city.
17. **FIRE CLAUSE:** Intentionally deleted-Unimproved Real Estate Only.
18. **DEFAULT CLASE:** In the event that the City shall default in any payment due hereunder or shall violate or omit to perform any of the provisions herein contained, or in the event that the city shall abandon the property or leave it vacant, GJS shall give ninety (90) days' prior written notice of such default, violation or omission, and this agreement shall terminate unless the City has cured such default within such 90-day period or, if the default is not capable of being cured within that period, is diligently pursuing the removal of such default using its best efforts with due diligence. If the City fails to cure such default, GJS shall give written notice to the City and this agreement shall cease and come to an end and the parties shall have no further obligation to each other except for those matters that are specifically set forth herein as obligations that survive early termination. Thereupon, GJS or its agents may re-enter the property by summary proceedings, take possession of the property and remove all persons and items therefrom.
19. **RULES AND REGULATIONS:** The City shall at all times have the right to make such rules and regulations as may be deemed proper or advisable for the safety, care and cleanliness of the premises of which the property for the preservation of good order therein.
20. **QUIET POSSESSION:** GJS hereby covenants that the City, upon performing all of the covenants and agreements herein contained on the part of the City shall and may peaceably and quietly have, hold and enjoy the property hereby demised without interference.
21. **BINDING UPON PARTIES, ETC:** The covenants and agreements herein contained shall be binding upon the parties hereto and shall inure to their respective successors and assigns.
22. **HOLDING OVER:** No holding over and continuation of any activities by the City after the expiration of the term herein shall be considered as or to be a renewal of this Agreement. If, however, the City shall occupy the space with or without the consent of GJS after the expiration of this agreement, such occupancy and payment shall be construed as an extension of the agreement on a month-to-month basis and occupation thereafter shall operate to extend this agreement to that extent and the Fee shall be pro-rated accordingly.

23. **DAMAGE CAUSED BY DEFECTS:** The City shall not be held liable for damage by reason of any latent or other defect in the property of GJS. It is understood that this clause shall not apply to any negligent or intentional act or omission of the City.
24. **ABANDONMENT OF PERSONAL PROPERTY:** The GJS shall not be responsible or liable for loss in any event for any of the property of the City brought into the property or left therein by the City upon the termination of this Agreement. All personal property (including trade fixtures) left on the property, upon removal of the City during or at the end of the term shall be considered as abandoned by the City and may be disposed of by the GJS as it seems fit.
25. **GOVERNING LAW:** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.
26. **ENTIRE AGREEMENT:** This document contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. Any correspondence, communications or other agreement or understand with respect to this transaction occurring at or prior to the execution and delivery hereof, including any previous lease or communication relating thereto between the parties, is specifically superseded by this agreement and shall be of no affect in interpreting this agreement or conferring any right of first refusal or option to either party to this agreement. If any term or provision of this agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.
27. **PARAGRAPH HEADINGS:** The paragraph headings appearing in this agreement are intended only for the convenience of reference, and are not to be considered in construing this instrument.
28. **INSURANCE REQUIREMENTS:** Intentionally deleted- the city is self-insured
29. **FIT OUT EXPENSES:** The city shall be solely responsible for any and all expenses for fit out of it its space except drainage as more fully referenced above.
30. **TERMINATION:** The city may terminate this lease by providing GJS with five (5) days' prior notice. At such time, the city shall immediately remove all of its equipment, personal effects and property from the property. Any items remaining on

site after termination shall be deemed abandoned and may be disposed of by GJS as it deems necessary.

IN WITNESS WHEREOF, we have hereunto set out hands and seals as of the ____ day of _____, 2014.

Signed, Sealed and Delivered
In the Presence Of:

The City of Bridgeport

By: _____

Name:

Title:

Duly-authorized

GJS Properties LLC

By: _____

Name:

Title:

Duly-authorized