

AGENDA

CITY COUNCIL MEETING

MONDAY, OCTOBER 5, 2009

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: September 8, 2009.

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- 168-08(S)** Communication from OPED re Disposition and Redevelopment of City-Owned Property 2836 Fairfield Avenue; Black Rock Bank and Trust Company, referred to Economic and Community Development and Environment Committee.
- 180-08** Communication from City Clerk re Items Pending before City Council Committees pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**
- 182-08** Communication from OPED re Accepting the Donation of 459 Knowlton Street from ACME United Corporation, referred to Economic and Community Development and Environment Committee.
- 183-08** Communication from Public Facilities re Application for Driveway Permit: #4510 Park Avenue; Discovery Magnet Elementary School, referred to Public Safety and Transportation Committee.
- 184-08** Communication from Public Facilities re Application for Driveway Permit: #1558 Barnum Avenue; Brilco Business Center East, referred to Public Safety and Transportation Committee.

**Agenda
City Council Meeting
October 5, 2009**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

- *159-08 Public Safety and Transportation Committee Report re Agreement with State for the Construction, Inspection and Maintenance of the partial demolition of the Congress Street Bridge: State Project No. 15-340, Federal-Aid Project No(s). 1015(318).
- *103-08 Miscellaneous Matters Committee Report re Appointment of Abel F. Chaparro (D) to the Board of Assessment Appeals.
- *152-08 Miscellaneous Matters Committee Report re Amendments to portions of Civil Service Commission Rules II and III.
- *157-08 Miscellaneous Matters Committee Report re Suit Settlement for Ruby Grant.
- *169-08 Miscellaneous Matters Committee Report re Request to increase the size of the Public Information Signs for notice of applications pending before the Planning and Zoning Commission and Zoning Board of Appeals.
- *175-08 Miscellaneous Matters Committee Report re Suit Settlement for ABCD, Inc.

MATTERS TO BE ACTED UPON:

- 13-07 Miscellaneous Matters Committee Report re Amendment to the City Council Rule XIII to allow meetings of Council Members for Informational Purposes only. **LAI D O V E R - No vote until October 19, 2009 pursuant to City Council Rule XXII.**
- 171-08 Miscellaneous Matters Committee Report re Request concerning the use of students to perform routine maintenance functions throughout the city. **DENIED**
- 177-08 Miscellaneous Matters Committee Report re Refund of Excess Payments.
- 178-08 Miscellaneous Matters Committee Report re Amendment to City Council Rules of Order - Rule XXV Public Hearing Forum. **LAI D O V E R - No vote until October 19, 2009 pursuant to City Council Rule XXII.**

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 5, 2009, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

NAME	SUBJECT
Angel Reyes 1219 East Main Street Bridgeport, CT 06608	Participation of City employees assisting candidates or elected officials in elections.
Cecil C. Young 99 Carroll Avenue Bridgeport, CT 06607	Officers lying under oath.
Glen Guild 49 Oliver Street Bridgeport, CT 06606	Noise Ordinance
Charlie Coviello 73 Willow Street Bridgeport, CT 06610	Steel Point and PILOT for Seaview Village
Barry J. Piesner 2393 East Main Street Bridgeport, CT 06610	Steel Point and appropriate value for property.
Carmen L. Lopez 175 Balmforth Street Bridgeport, CT 06605	Freedom of Information statute and the manner in which it is being implemented.

**CITY COUNCIL MEETING
PUBLIC SPEAKING SESSION**

Monday, October 5, 2009

6:30 pm.

Council member President pro-tem Silva called the public speaking session to order at 6:39 pm.

THE FOLLOWING NAMED PERSONS HAVE REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, OCTOBER 5, 2009, AT 6:30 P.M., IN THE CITY COUNCIL CHAMBERS, CITY HALL, 45 LYON TERRACE, BRIDGEPORT, CT.

RECEIVED
CITY CLERK'S OFFICE
OCT 13 11:11

NAME

SUBJECT

Angel Reyes
1219 East Main Street
Bridgeport, CT 06608

Participation of City employees assisting candidates or elected officials in elections.

Mr. Reyes stated that he has been a resident of Bridgeport for over three years. He said he was there to complain about the participation of city employees helping candidates during the last primary. He mentioned that he saw City Attorney Mark Anastasi working for the campaign of Mr. Coleman of the 128th district. He said he questioned whether this was a conflict of interest and he was told that it wasn't, but he thought it involved a matter of impropriety. He requested that in the future, there should be an ordinance created for an city employee to participate in elections or primaries. A session should be enacted in the city constitution to avoid that action and to keep transparency intact in the city. He further stated that it would be in the good service of the city to address this issue. He further mentioned that if there isn't transparency, this isn't seen as good government. He emphasized that the city council should do a service to the city and address the problem. He ended his comments and said that he hoped to see some action taken for future elections.

Cecil C. Young
99 Carroll Avenue
Bridgeport, CT 06607

Officers lying under oath.

Mr. Young spoke about being a taxpayer in Bridgeport and how taxes have gone up considerably. He said he had a concern about cover ups in the city that affect his tax dollars and others, in terms of blowing the whistle on what happens in the city. He recalled an incident that occurred on February 23, 2009, when he pulled up to the Mayor Finch's home, but no one answered. He then sat on the curb side talking and subsequently, the

City of Bridgeport
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October 5, 2009

Mayor and Mrs. Finch came out of the house and asked him what he was there for. He said he was wearing his public servant jacket (*he held up a display of pictures to show that he worked for Bridgeport Housing*). He went on to mention how Mrs. Finch and her son then went to the back of the house. In the meantime, he went to his truck to get his phone and then a police officer pulled up who indicated that he was in front of the Mayor's house causing some kind of disturbance. Mrs. Finch told the officer that she didn't know who he was, but he claimed that she did know him.

Mr. Young stated that he's running for the city council to help stop the injustices in the city being covered up. He stressed that he would like to see the video of the unjust arrest and he emphasized that they will continue to hear from him during election time.

Glen Guild
49 Oliver Street
Bridgeport, CT 06606

Noise Ordinance

Mr. Guild recalled that whatever was written in the newspaper was pure conjecture in regard to the noise ordinance. He spoke about the complaints that were made and how he speaks to his neighbors on a regular basis, he said he was there to speak on their behalf. He mentioned the situation of air conditioning units that have been placed in his back yard and how he made a request to have them removed. He further mentioned how the units should be installed on rooftops per the zoning law, but this is costly to do. So Mr. Russo decided to put the A/C units in his back yard with no screening and only a sheet fence that keeps falling down. He said that he has been in contact with the property manager to get the problem resolved and to address the hours that the units are making noise. The police refuse to do anything about the problem and he was told that Mr. Russo applied for a waiver. He stated that according to the noise ordinance, Mr. Russo has to apply for a waiver through the health department. He stressed that if he finds out a waiver was applied for and his goal to have them removed hasn't been met, then he questioned what leg he has to stand on. He stated that no one has responded to his complaint to date.

Council member Silva suggested that he contact the council member he previously contacted about this matter that would be Council member Blunt.

Charlie Coviello
73 Willow Street
Bridgeport, CT 06610

Steel Point and PILOT for Seaview Village

Mr. Coviello spoke about the mismanagement of the Steel Point project. He recalled the promises that have been made by the developers year after year, but nothing has been addressed yet and nothing has been delivered. He said it's about time to go back to the drawing board and take charge regarding the matter. He noted that eight years have passed and now the Mayor wants to give away the parcel for a bargain basement price. The parcel is worth over \$100 million and the Mayor wants the city council to give it away for \$800k. He further mentioned the costs involved associated with the entire project and how the city has had problems paying for the operating costs. He stressed that it's time to stop and go back and work with the east side NRZ and put the matter out to bid. He said

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they needed to try to develop another way with a new approach. He further spoke about affordable quality housing for the east end. He urged the city council to move the project along to better Bridgeport.

Barry J. Piesner
2393 East Main Street
Bridgeport, CT 06610

Steel Point and appropriate value for property.

It was stated that Mr. Piesner wasn't available to speak tonight.

Carmen L. Lopez
175 Balmforth Street
Bridgeport, CT 06605

Freedom of Information statute and the manner in which it is being implemented.

Ms. Lopez addressed the city council about the topic of Freedom of Information Act (FOI). She stated that although this issue might not be a high priority, she felt it was essential to the rights that citizens enjoy. She spoke about the problem of the city not complying to FOI per the statute; in respect to the information being available, recorded and posted on the city's website within 48-hours. She stressed that this hasn't been done and per her complaint, she received some material that she requested, but the information still hasn't been posted on the website. She emphasized that it was important to her and others as it related to a civil service meeting that was held but not covered and it is crucial that the information is made known to the public. She thought this was a flagrant attempt to restrict access to public records. She further spoke about the transmission of electronic records and timely access to information that is important to the city council, because they are regarded with the public trust and they will be called upon to respond. She took further issue with an incident that involved a six-figure legal bill as it pertained to the employment by the city of an outside law firm. Again, she stressed that this information should have been posted on the website because it is critical to city agencies. She requested that the city council use their power to create an ordinance to assure that Bridgeport follows the FOI policy. She concluded her statement and she thanked the city council for all they have done for their constituents.

The public speaking session ended at 7:15 pm.

CITY COUNCIL MEETING

Monday, October 5, 2009

7:00 pm.

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

ATTENDANCE: Council members: Brannelly, Colon, Taylor-Moye, Brantley, Walsh, Austin, Lyons, Vizzo-Paniccia, Bonney, Blunt, dePara, Silva, Paoletto, Curwen, Baker

ABSENT: Council members: Crowe, McCarthy, Valle, Martinez, Holloway

Mayor Finch called the meeting to order at 7:00 p.m.

Prayer - Council member Taylor-Moye offered the prayer.

Pledge of Allegiance - Council member Colon led the pledge.

Roll Call - the City Clerk took the roll call and announced there was a quorum.

MINUTES FOR APPROVAL:

Approval of City Council Minutes: September 8, 2009.

** COUNCIL MEMBER PAOLETTO MOVED TO ACCEPT THE MINUTES
** COUNCIL MEMBER AUSTIN SECONDED
** MOTION PASSED UNANIMOUSLY

COMMUNICATIONS TO BE REFERRED TO COMMITTEES:

- ** **COUNCIL MEMBER PAOLETTO MOVED TO APPROVE**
- ** **COUNCIL MEMBER AUSTIN SECONDED**

Mayor Finch noted that item 184-08 would be removed.

- 168-08(S)** Communication from OPED re Disposition and Redevelopment of City-Owned Property 2836 Fairfield Avenue; Black Rock Bank and Trust Company, referred to Economic and Community Development and Environment Committee.
- 180-08** Communication from City Clerk re Items Pending before City Council Committees pursuant to City Council Rules Ch. XIII (11), **ACCEPTED AND MADE PART OF THE RECORD.**
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- 184-08** Communication from Public Facilities re Application for Driveway Permit: #1558 Barnum Avenue; Brilco Business Center East, referred to Public Safety and Transportation Committee. - **removed**
- ** **MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON (CONSENT CALENDAR):

There weren't any requests to remove items from the consent calendar.

- *159-08** Public Safety and Transportation Committee Report re Agreement with State for the Construction, Inspection and Maintenance of the partial demolition of the Congress Street Bridge: State Project No. 15-340, Federal-Aid Project No(s). 1015(318).
- *103-08** Miscellaneous Matters Committee Report re Appointment of Abel F. Chaparro (D) to the Board of Assessment Appeals.
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*175-08 Miscellaneous Matters Committee Report re Suit Settlement for ABCD, Inc.

**
** **COUNCIL MEMBER COLON MOVED TO APPROVE**
** **COUNCIL MEMBER PAOLETTO SECONDED**
** **MOTION PASSED UNANIMOUSLY**

MATTERS TO BE ACTED UPON:

13-07 Miscellaneous Matters Committee Report re Amendment to the City Council Rule XIII to allow meetings of Council Members for Informational Purposes only. **LAI D O V E R – No vote until October 19, 2009 pursuant to City Council Rule XXII.**

**
** **COUNCIL MEMBER BRANTLEY MOVED TO APPROVE**
** **COUNCIL MEMBER COLON SECONDED**
** **MOTION PASSED UNANIMOUSLY**

171-08 Miscellaneous Matters Committee Report re Request concerning the use of students to perform routine maintenance functions throughout the city.
DENIED

Council member Blunt stated that this item was denied in committee.

**
** **COUNCIL MEMBER BLUNT MOVED TO AFFIRM THE COMMITTEE ACTION TO APPROVE THE DENIAL**
** **COUNCIL MEMBER CURWEN SECONDED**
** **MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER PAOLETTO)**

177-08 Miscellaneous Matters Committee Report re Refund of Excess Payments.

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** **COUNCIL MEMBER BRANNELLY MOVED TO APPROVE**
** **COUNCIL MEMBER COLON SECONDED**

Council member Walsh stated that he voted against the refund for 3030 Park Avenue years ago and he was glad to see that they agreed to pay the amount of tax, but since they are now requesting a refund, he said he would vote against this item tonight.

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** **MOTION PASSED WITH FOURTEEN VOTES IN FAVOR AND ONE VOTE IN OPPOSITION (COUNCIL MEMBER WALSH)**

178-08 Miscellaneous Matters Committee Report re Amendment to City Council Rules of Order – Rule XXV Public Hearing Forum. **LAI D O V E R - No vote until October 19, 2009 pursuant to City Council Rule XXII.**

Council member Blunt stated that no vote was taken on this item and the vote will be laid over until October 19, 2009.

**** COUNCIL MEMBER MOVED TO APPROVE THE LAYOVER VOTE UNTIL OCTOBER 19, 2009**
**** COUNCIL MEMBER PAOLETTO SECONDED**
**** MOTION PASSED UNANIMOUSLY**

Other business:

**** COUNCIL MEMBER LYONS MOVED TO SUSPEND THE RULES TO ADD AN ITEM FOR REFERRAL**
**** COUNCIL MEMBER dePARA SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER LYONS MOVED TO REFER TO THE APPROPRIATE COMMITTEE APPROVAL FOR A PERMIT TO EXTEND A DRIVEWAY (LOCATION NOT IDENTIFIED)**
**** COUNCIL MEMBER BRANNELLY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER WALSH MOVED TO SUSPEND THE RULES TO ADD (3) ITEMS FOR REFERRAL TO COMMITTEE**
**** COUNCIL MEMBER BRANTLEY SECONDED**
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER WALSH MOVED TO REFER AN ITEM TO COMMITTEE**
**** COUNCIL MEMBER PAOLETTO SECONDED**
1) RE: PEOPLE WITH DISABILITIES CO-MAKERS COUNCIL MEMBER WALSH, BRANTLEY AND BAKER REFERRED TO MISCELLANEOUS COMMITTEE (ITEM # 185-08)
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER WALSH MOVED TO REFER AN ITEM TO COMMITTEE**
**** COUNCIL MEMBER BRANTLEY SECONDED**
2) RE: CREATE AN ORDINANCE TO CLARIFY A CONFLICT IN THE CHARTER PER CHAPTERS SECTION-2; CHAPTER 13 (RESIDENCY AND REGISTERED VOTERS) and SECTION-203C-CHAPTER 17 (CIVIL SERVICE COMMISSIONS) REFERRED TO THE ORDINANCE COMMITTEE (ITEM # 188-08)
**** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER WALSH MOVED TO REFER AN ITEM TO COMMITTEE**

**** COUNCIL MEMBER BRANTLEY SECONDED
3) RE: COMMENTS MADE BY JUDGE CARMEN LOPEZ REGARDING FOI AND
THE CITY ORDINANCE REFERRED TO THE ORDINANCE COMMITTEE (ITEM #
189-08)
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BLUNT MOVED TO SUSPEND THE RULES FOR THE
PURPOSE OF ADDING (2) ITEMS FOR REFERRAL
** COUNCIL MEMBER PAOLETTO SECONDED
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BLUNT MOVED TO REFER AN ITEM TO THE
APPROPRIATE COMMITTEE
** COUNCIL MEMBER PAOLETTO SECONDED
1) RE: CARMEN ALICIA VS. THE CITY OF BRIDGEPORT (ITEM # 187-08)
** MOTION PASSED UNANIMOUSLY**

**** COUNCIL MEMBER BLUNT MOVED TO REFER AN ITEM TO COMMITTEE
** COUNCIL MEMBER PAOLETTO SECONDED
2) RE: SUIT SETTLEMENT TO BE IDENTIFIED REFERRED TO THE
MISCELLANEOUS MATTERS COMMITTEE (ITEM # 186-06)
** MOTION PASSED UNANIMOUSLY**

ADJOURNMENT

**** COUNCIL MEMBER SILVA MOVED TO ADJOURN
** COUNCIL MEMBER BAKER SECONDED
** MOTION PASSED UNANIMOUSLY**

The meeting adjourned at 7:40 pm.

Respectfully submitted,

Diane Graham
Telesco Secretarial Services



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

Donald C. Eversley
Director

COMM.# 168-08 (S) Ref'd to ECD & Environment Committee on 10/5/2009.

September 30, 2009

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

**RE: A Resolution regarding the Disposition and Redevelopment
of the City Owned Property located at 2836 Fairfield Avenue**

Dear Honorable Body:

Please find attached for your review and consideration a resolution authorizing the Mayor to negotiate and execute agreements related to the disposition and redevelopment of this property generally in conformance with the attached Resolution and proposal.

A representative of this office will be in attendance at your meetings, prepared to discuss these projects in detail. Thank you for your consideration.

Sincerely,

Stephen Tyliszczak
Sr. Ec. Dev. Assoc. OPED

CITY CLERK
SEP 30 PM 2:17
CITY CLERK'S OFFICE

Cc. Mayor Bill Finch
Andrew Nunn, CAO
Donald Eversley, Director OPED
Edward P. Lavernoich, Deputy Director OPED
Ronald Pacacha, Assistant City Attorney

Filename: c:/oped/BRB&T/Ltr to City Council 9.29.09



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

Donald C. Eversley
Director

**A Resolution by the Bridgeport City Council
Regarding the Disposition and Redevelopment of
2836 Fairfield Avenue**

WHEREAS, the City of Bridgeport (City), acting through its Development Agency (BRA) acquired the subject property from the Salvation Army on July 3, 2002; and

WHEREAS, the City, is desirous of selling the property to a private sector party capable of placing it back into productive use, and back on the City's property tax rolls; and

WHEREAS, the City, acting through its Office of Planning & Economic Development issued a Request for Proposals (RFP) for the Sale and Development of the Black Rock Bank & Trust Company Building on August 17, 2009; and

WHEREAS, it is in the best interest of the City of Bridgeport to facilitate reinvestment in this deteriorating property and returning this property to the City tax rolls, ensuring to the extent possible, that the development rights are passed onto a capable party with a feasible and acceptable redevelopment plan that is consistent with the City Master Plan and the Neighborhood Revitalization Plan; and

WHEREAS, the selected developer will be required to enter into a Land Disposition Agreement with the City that will be recorded on the land records which will include provisions for development milestones, building design standards, investment commitments, 'time to perform', and reversion of title for failure to perform;

NOW, THEREFORE, BE IT RESOLVED that the property known as the former Black Rock Bank & Trust Co (aka 2836 Fairfield Ave., 2842 Fairfield Ave., & 10 Wilson St.) shall be sold by a Request for Proposal process, within the following parameter:

1. A minimum bid or offer price of \$750,000 with the bid price being a competitive criterion of the RFP process.
2. A requirement for a significant investment in the rehabilitation / redevelopment of the property within a specified timeframe; and
3. The creation of a deed restriction or other mechanism in favor of the City to prohibit property tax exempt uses.

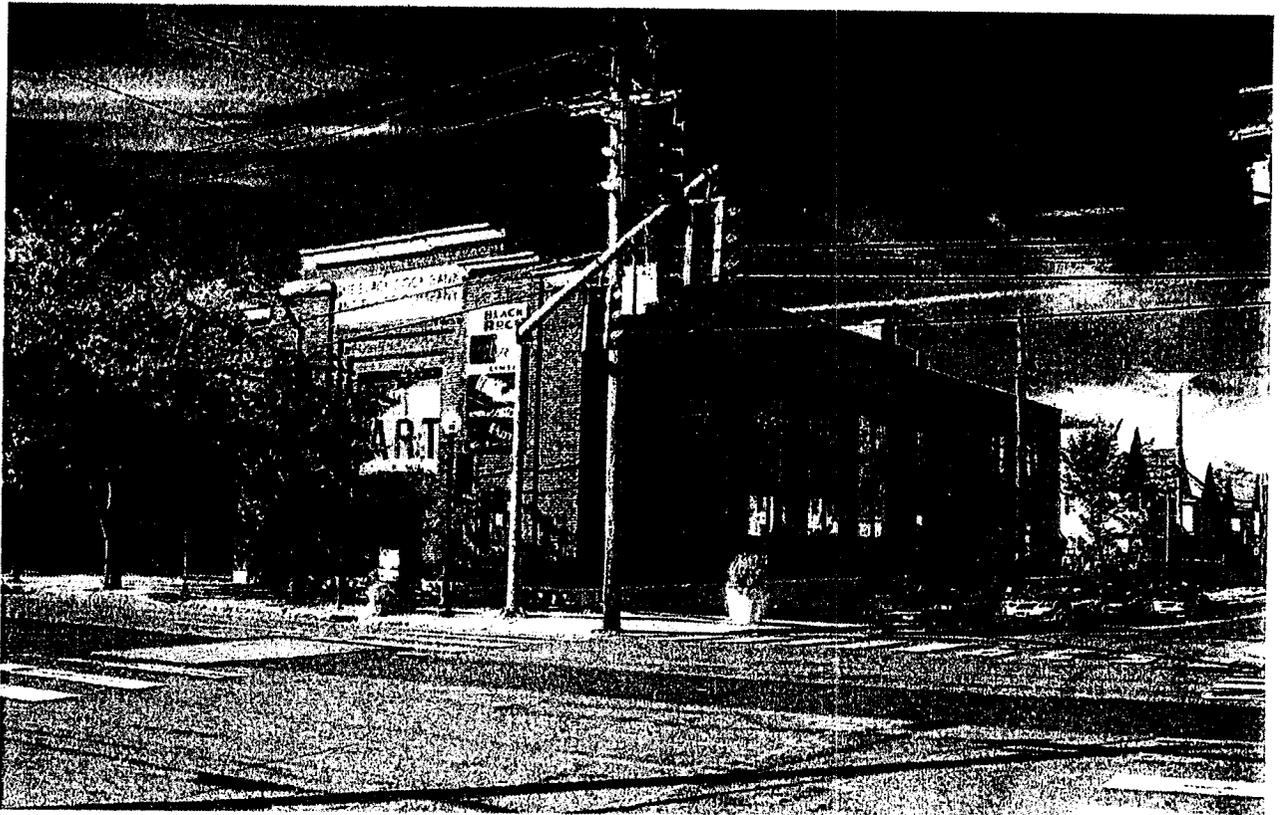
BE IT FURTHER RESOLVED, that the Mayor is authorized to execute any and all contracts or agreements, and to take any and all other necessary and appropriate actions related to the sale of this property consistent with the selected Proposal, this resolution, and in the best interests of the City of Bridgeport.

Filename: c/oped/BRB&T/Ltr to City Council 9.29.09

Request For Proposals

**Sale and Development of Real Estate Offered by
City of Bridgeport, CT and Redevelopment Agency**

**Black Rock Bank & Trust Company
2836 Fairfield Avenue, Bridgeport CT**



Issue Date: Monday, August 17, 2009

Response Submission Deadline: Monday, September 21, 2009 3:00 P.M.

**This RFP is available electronically
on the City Web-Site, Office of Planning & Economic Development at:
http://ci.bridgeport.ct.us/newdepartments/Eco_Dev_Dep/default.aspx
or <http://www.bidsync.com/>**

I. Introduction

The Black Rock Bank and Trust Company Building, constructed circa 1929 with a 1960 addition, is being offered for sale and development by the City of Bridgeport. The City, acting through its Office of Planning & Economic Development (OPED) seeks qualified developers to purchase and improve the building and the property. The City feels this building is well suited for retail, business, or mixed use development. To be considered, respondents must submit a development proposal in response to this Request for Proposals (RFP) in the manner prescribed herein. The City makes no representations or warranties as to the physical or environmental condition of the property, building code compliance, zoning, or proposed zoning, or suitability for a particular purpose and proposes to sell the property "as is, where is, with all faults." The information provided to potential buyers is strictly informational. The building is currently vacant and immediately available.

II. Overview – Site Description

The property is located in the historic Black Rock section of Bridgeport, on a vibrant commercial corridor. The parcel is approximately 31,808 square feet or .73 acres, and is situated on the northwesterly corner of Fairfield Avenue (State Route 130) and Brewster Street, with 223 feet of frontage along Brewster St and 93 feet along Fairfield Ave., and spans the block with a 50' frontage on Wilson St. It is two blocks south of the proposed Fairfield - Black Rock Train Station currently under construction by CTDOT. The overall site is generally level and consists of a fenced and paved parking area. The two story brick commercial/retail building, individually listed on the Connecticut State Register of Historic Places, contains an estimated total gross floor area of approximately 11,400 square feet. Features of the building include open retail areas, storage rooms, former bank vaults and an elevator. There is a full-unfinished basement. Overall physical condition is considered average. The total appraised value based on the 2008 grand list is \$1.169 Million. The property is zoned Office/Retail Storefront Zone, (OR-S) under the current Zoning Regulations, which allows for a wide range of adaptive reuse possibilities. Potential buyers should satisfy themselves independently concerning the existing condition of the property. Respondents are invited to visit the City of Bridgeport's GIS site for more information at <http://ci.bridgeport.ct.us/gis>.

III. Market Potential - Land Uses and Regulations

The current zoning for the property is designated as ORS: **6-3-1 Purpose:** The Office/Retail Storefront (OR-S) zone is intended to preserve and enhance older commercial areas that have a streetside, storefront character. It is intended that new development in the OR-S zone will be compatible with this character. The zone allows a wide range of retail, service and business uses with a local and city-wide market area. Business services and office facilities, primarily in character with the neighborhood plan.

are encouraged. The preferred development is intended to be pedestrian-oriented and buildings with a storefront character.

The City is in the process of adopting new zoning regulations consistent with the Master Plan. Under the Proposed Zoning Regulations **Sect.6-1-1**, the property will be designated as Office/Retail (OR). The fundamental uses allowed will remain consistent with the existing regulations. Potential buyers should satisfy themselves independently concerning the existing and proposed land uses for the property. For a complete set of the Existing and Proposed Zoning Regulations, please click on the Zoning Department link on the City of Bridgeport's web-site at <http://www.ci.bridgeport.ct.us/newdepartments/zoning/default.aspx>.

IV. Master Plan, Neighborhood Plan and Neighborhood Revitalization Zone

The Master Plan can be found at <http://bridgeportmasterplan.com/masterplan.htm> Respondents are encouraged to review the Master Plan and to develop proposals in keeping with the goals of the plan.

Section 11.0 NEIGHBORHOODS has established the following policies:
POLICY 1: Rejuvenate neighborhoods by enhancing quality of life.
Goal: Emphasize property upkeep and safety as the keys to attractive communities.
POLICY 2: Revitalize neighborhoods with neighborhood planning.
Goal: Neighborhood level planning initiatives will be encouraged and supported.

The Black Rock Neighborhood is one of seven neighborhoods within the City that have established Neighborhood Plans under the State's Neighborhood Revitalization Zone (NRZ) Guidelines. The respondent is requested to review the NRZ Plan, and provide a project that is consistent and compatible with the community's desire to improve the area's street friendly, walkable character at this important intersection.

IV. Minimum Price & The Importance of Price

The minimum price for the building is \$750,000.00 (Seven-hundred and fifty thousand dollars) Respondents are encouraged to bid **above the minimum**. Past experience shows that winning RFP respondents have made purchase offers ranging from 10% to 25% above the minimum price dictated by the RFP. The City encourages respondents to understand that purchase price will be a key consideration for the City in awarding this property.

V. Closing Date & The Importance of Closing

By submitting a proposal in response to this RFP, all respondents hereby agree, if selected, to enter into a Land Disposition Agreement (LDA) and to close with the City on an as-is, where-is, no-contingency basis by no later than December 1, 2009, such date only to be extended as the City may unilaterally see fit. With respect to the December 1, 2009 closing date, TIME IS OF THE ESSENCE. If a selected respondent cannot close by that date, he/she shall have no further expectation of the City with respect to this project and the City shall be immediately free to close on the purchase with another respondent.

VI. City Position on Taxes

The City wishes this property to produce full tax revenue and that no reductions in taxes or assessments, and no PILOT agreements will be considered as part of a proposal. For information on the current assessment of the property, visit the City of Bridgeport's Tax Assessor Web-Site at: <http://data.visionappraisal.com/bridgeportCT/DEFAULT.asp>.

VII. Incentive Programs

The Black Rock Bank & Trust property is located within the City of Bridgeport Arts & Entertainment District. Certain types of projects within this zone may be eligible for this incentive programs. For additional information, **please contact Max Perez at 203.576.3976 or [Mmailto:max.perez@bridgeportct.gov](mailto:max.perez@bridgeportct.gov)ax.Perez@Bridgeportct.gov**

VIII. Environmental Conditions

A copy of the 2002 Leggette, Brashears & Graham Phase 1 Environmental Site Assessment report is included in this RFP. The City has not, nor does it intend to, conduct any further environmental investigation. If, and to the extent that this property may be subject to the Connecticut Property Transfer Act (Transfer Act), Connecticut General Statutes Section 22a-134 et. Seq., and is determined to be a generator under such statute, the selected developer of the property will be required to comply with the Transfer Act as the responsible party, certify compliance with the Transfer Act to the Connecticut Department of Environmental Protection (DEP), implement any required remedial action plan at its sole cost and expense, and indemnify, hold harmless and defend the City of Bridgeport from and against any liability associated with the environmental condition of the property and compliance with the Transfer Act or any enforcement actions brought by the DEP, the United States Environmental Protection Agency, or any other governmental agency having jurisdiction.

IX. Compliance with City's Minority Business Ordinance

The City's Minority Business Enterprise Ordinance, Section 312.130 as amended July 19, 2007. commits the City to pursuing every effort to see to it that at least 30% of the dollar value of construction activities on economic development projects accrue to the benefit of certified minority-owned and women-owned businesses, with at least 6% of that amount

accruing to certified African-American owned businesses used as construction subcontractors. By responding to this RFP, respondents hereby commit to achieving these goals in construction activities involving their redevelopment project. The City's Small and Minority Business Resource Office is available to answer any questions regarding the Ordinance, to help with certifying businesses, and to help respondents develop their plan to meet the goals of the Ordinance. **Please contact Deborah Caviness, Senior Administrator, at 203-576-8473 or at Deborah.Caviness@bridgeportct.gov.**

X. Site Access for Potential RFP Respondents

The building will be open on Thursday August 27, from 11-3, for tours. Additionally, potential respondents may arrange for follow up visits by contacting **Max Perez** at 203-727-2707 (cell), 203-576-3976 (office), or via e-mail at Mmailto:max.perez@bridgeportct.gov or Max.Perez@bridgeportct.gov

XI. Submission Requirements

Respondents must submit five (5) hard copies of their complete development proposal. All materials will become the property of the City of Bridgeport. All proposals must be **received** by the City of Bridgeport's Office of Planning and Economic Development at the address set forth below no later than 3:00 P.M. Local Time on Monday, September 21, 2009. In addition, please provide an electronic copy of your submittal, either by email or attached to your hard copy submissions. No submissions will be accepted after this date and time or at any other location. The City of Bridgeport may elect to deem a submission non-responsive if the submission fails to comply with specific requirements of this solicitation.

XII. Each submission must contain the following information:

A. Formal letter of interest

A formal letter of interest must be submitted on the letterhead of principal developer, if a single entity, or the principal entity of the respondent, where the respondent is a team. Such letter should be addressed to:

**Black Rock Bank & Trust RFP Coordinator
c/o Stephen J. Tyliczszak
Senior Economic Development Associate
Office of Planning and Economic Development
City of Bridgeport
999 Broad Street, 2nd Floor
Bridgeport, CT 06604**

B. Identification of the Respondent / Business w/ Contact Information

The respondent should provide a description and general history of the individual, firm, or entity that is anticipated to become the owner of record, and/or will have primary responsibility for implementing the development proposal.

C. Description of Development Experience

It is requested that detailed information be submitted by the respondent's principal firm or end user detailing the respondent's specific experience in implementing projects similar to the type of project proposed over the past 10 years. It is recommended that any and all information that would be helpful in understanding the development experience of the respondent should be submitted and include any relevant visuals, graphics or pictures of past projects.

D. Description of the Development Proposal

The respondent should provide a description of the development proposal, including the following:

- Purchase price offered.
- Development plan, timetable and approximate schedule for completion.
- Estimated cost of improvements.
- Plans to attract tenants/buyers; types of tenants/buyers to be sought.
- Proposed sources and uses of funds. (preliminary)
- Commitment to achieve the goals of the City's Minority Business Enterprise Ordinance.
- History of past record of developing projects similar to the one proposed.
- Parking Plan to address the requirements for the developed property under current and proposed zoning, as well as temporary worker parking during any construction phase.

E. Commercial or Trade References

The respondent must include a minimum of three (3) references that attest to their financial wherewithal and capabilities, including at least one reference from a lender or depository institution with which the respondent has a current relationship.

F. Litigation

The respondent (firms, officers, directors and principals) must identify and describe any current, pending or threatened litigation against any of them related to their business, development or real estate dealings. The respondent must attest to having no litigation in process, pending or contemplated against the City of Bridgeport, or any other litigation that would adversely affect its business or its ability to finance, construct and complete the project proposed.

G. Disclosure of Obligations to the City of Bridgeport

The respondent firm, its affiliates or parent company must attest to having no outstanding or overdue tax, lien, or fine obligations to the City of Bridgeport.

H. Ownership Disclosure and No Conflicts Statement

The attached Ownership Disclosure and No Conflicts Statement must be submitted with the proposal for the respondent and by each member of the respondent team if several firms comprise the respondent.

I. Acknowledgement of Acceptance of LDA Terms and Conditions

A copy of the City's preferred form of Land Disposition Agreement (LDA) is attached to this RFP. The respondent agrees to execute a final LDA in substantially the form provided.

The City of Bridgeport may elect to deem a submission non-responsive if the submission fails to comply with specific requirements of this solicitation. The City reserves the right to reject any and all proposals in its sole discretion, and to decline to offer for sale or withdraw the RFP for this property.

XIII. Selection Process Schedule

The following schedule represents the anticipated timeline for the selection of development proposals, which may be altered by the City as the need arises:

Sunday August 16, 2009	Advertisement / Publication of RFP	
Monday August 17, 2009	RFP Available at OPED	
Thursday August 27, 2009	Walkthrough	10 days after Notice
Monday September 21, 2009	RFP Due Date	35 days after Notice
Thursday October 1, 2009	Award Notification	10 days after Due Date
Tuesday October 20, 2009	Due Diligence, LDA	20 days after Award
Tuesday November 17, 2009	Closing	15 days after City Council Approval

XIV. Selection Committee & Awards

All proposals will be reviewed and evaluated by a selection committee established by the City. Proposals will be reviewed and evaluated based upon information contained in the respective submission packages and their responsiveness to the submission criteria delineated below and any other information provided at the request of the selection committee, or provided through any subsequent interview process. A final LDA will be subject to approval by the City Council of the City of Bridgeport.

XV. Proposal Evaluation Criteria

The committee shall consider the following information when evaluating submissions to determine the highest qualified respondent submitting the best proposal:

- Net financial benefit to the City, with additional consideration given to purchase price
- Financial capability of the proponent to proceed with the project immediately and without subsidy.

- Compatibility of the proposed project or land uses with the surrounding neighborhood.
- Qualifications of the proponent to implement its proposed project.
- Development Plan, development Team, Timetable and Schedule for Completion
- Proposed construction (design concepts, materials, incorporation of green building technologies, etc.)
- Real estate and personal property tax generation potential of the proposed project.
- General plan demonstrating the ability to achieve the goals of the City's Minority Business Enterprise Ordinance.

The committee may request supplemental information when it determines the necessity, including business and personal financial statements from any of, all of, or none of the respondents. Financial statements and other business confidential information constituting "trade secrets" under FOIA should be submitted and marked as such and may not be subject to disclosure under Freedom of Information law. If information believed to be protected from disclosure under FOIA is to be submitted, a respondent should specify such information, place such information in a separate envelope appropriately marked, and submit such information with its proposal.

XVI. Sale of the Property will be Subject to the Execution of a Land Development Agreement, Deposit and a Timely Closing

Upon written notification, the respondent recommended by the Selection Committee will have a period of approximately thirty-five (35) days, until November 17, 2009 TIME OF THE ESSENCE FOR CLOSING. Within twenty (20) days of their notification, the respondent recommended shall enter into a Land Disposition Agreement (LDA) with the city. See attached Model LDA.

The City will provide the selected respondent with access to the property upon the execution of an Access Agreement. The selected respondent will be required to provide appropriate insurance and indemnification, and if necessary, restore the premises to its prior condition. See attached Model Access Agreement.

The chosen respondent will be required to provide a 10% non-refundable deposit to the City, in the form of a bank or cashier's check drawn on a local bank, at the signing of the LDA. Should the first selected respondent prove unable to provide the City with the required 10% deposit, choose not to proceed in good faith to enter into a Land Disposition Agreement with the City, fail to comply with any other terms or conditions of this RFP, fail or refuse to close title by the closing date, **TIME BEING OF THE ESSENCE**, and/or choose not to close with the City, then the City may, after appropriate written notice, rescind its original selection and pursue its rights and remedies against the respondent.

With the submittal of their proposal, all respondents agree to hold to the specifics of their project proposals and to their specific purchase price until December 31, 2009. Should the first selected respondent fail to comply with any of the requirements of this RFP, to enter into a LDA or to close as required, the City reserves the right to select the next ranked respondent and proceed to negotiate an LDA under the terms outlined above. The City may also choose not to select any respondent, to withdraw the RFP, to decline to market the property, or to market the property by other means, in the City's sole and absolute discretion.

The LDA will contain restrictions against the sale or transfer to others involving non-profits; the intention being to keep the property on the tax rolls in the City's best interests. The LDA may include, but not necessarily be limited to, terms regarding building design standards, restrictions against demolition, housing unit creation or job creation, investment, a schedule of development milestones, and reversion of title for material failure to perform. The LDA will be filed on the land records.

The respondent is responsible for seeking / obtaining any and all approvals for the development plan from the Zoning Board of Appeals, the Planning & Zoning Commission, or any other required regulatory agencies, but obtaining such approvals is not a condition to the transfer of title to the property.

XVII. Questions and Contact Information

Questions should be addressed via e-mail to Stephen.Tyliszczyk@bridgeportct.gov. All questions and answers will be distributed via e-mail to each potential respondent that provides complete contact information to OPED. In order to receive such information, each potential respondent has an affirmative obligation to provide OPED with its full contact information at the time they pick up the RFP at OPED, or via e-mail with a confirmation from OPED that the information has been received, at the above-indicated address. Picking up the RFP on the web will *not* ensure that a potential respondent's contact information has been received by OPED.

XVIII. Attachments and Additional Information

The following documents are attached for informational purposes only and the City makes no warranties or representations containing the same:

- Photo
- Property Description Schedule A / Map
- Tax Assessor's Card
- Excerpts from the existing City of Bridgeport Zoning regulations
- Due Diligence Report 11.27.00 by Fletcher Thompson
- Phase 1 Environmental Report 2.22.02 by LB & G Inc
- BR Neighborhood Revitalization Zone (NRZ) 3.8.08 Exec Summary
- Ownership Disclosure and No Conflicts Statement
- DRAFT Model LDA
- DRAFT Model Access Agreement

- City's Minority Business Ordinance
- Art & Entertainment District Benefits

(advertisement)

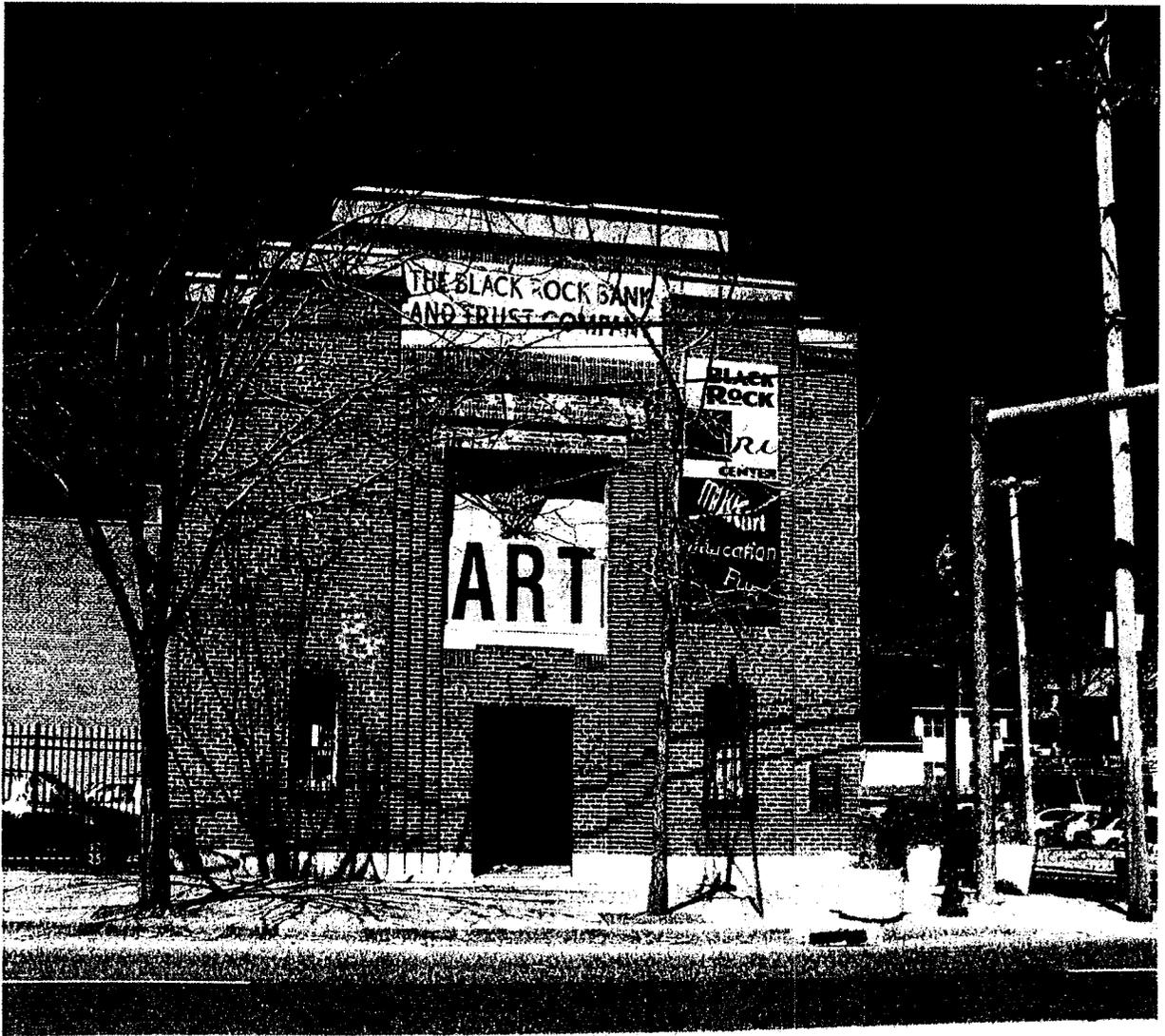
LEGAL NOTICE

Request For Proposals Sale of Real Estate 2836 Fairfield Ave.

The City of Bridgeport is offering for sale to real estate developers or owners the real property located at 2836 Fairfield Avenue, Bridgeport, CT. Property is +/- .7 Acre with a c1929 former bank building of +/-11,400SF on two floors located on a commercial / retail / restaurant arterial in the Black Rock section, less than ¼ mile from the new Black Rock Train Station. The RFP is available at the Office of Planning and Economic Development (OPED) 999 Broad Street, (203) 576-7221; the City Web Site under Economic Development at

www.ci.bridgeport.ct.us/newdepartments/Eco_Dev_Dep/default.aspx or
www.bidsync.com

The return date for development proposals is Monday, September 21, 2009 at 3:00 P.M. All submissions must be delivered to the Office of Planning and Economic Development.



**Former Black Rock Bank & Trust Company Building
2836 Fairfield Ave, Bridgeport CT**



CITY OF BRIDGEPORT
OFFICE OF THE CITY CLERK
LEGISLATIVE DEPARTMENT

45 Lyon Terrace, Bridgeport, Connecticut 06604 • Telephone (203) 576-7081 • Fax (203) 332-5608

FLEETA C. HUDSON
City Clerk

ANN L. MURRAY
Assistant City Clerk

COMM. # 180-08 ACCEPTED AND MADE PART OF THE RECORD (10/05/2009)

October 2, 2009

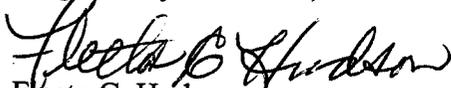
Honorable City Council Members
City of Bridgeport, Connecticut

Dear Council Members:

Pursuant to City Council Rules Chapter XIII, Subsection 11, attached is a report of all items pending before the City Council Committees.

Please be reminded that any item not acted upon at the final council session to be held on November 2, 2009 will be filed as sine die, and will require resubmission for December if action is still required.

Respectfully submitted,


Fleeta C. Hudson
City Clerk

**BUDGET AND APPROPRIATIONS COMMITTEE
PENDING ITEMS
AS OF September 8, 2009**

27-08 (Res.)	Resolution to formally establish fees associated with licensing and permits prescribed for the production of motion pictures.	Robert Curwen, D-138th	City Council 12/15/2008	Tabled on 1/12/09 Tabled on 6/8/2009
45-08 (Res.)	Request for updated findings from CitiStat Department.	Daniel Martinez, D-137th Maria I. Valle, D-1387th	City Council 2/2/2009	Tabled on 3/9/09
97-08	Resolution to enact a moratorium on the exemption of property taxes on building and land in the City of Bridgeport.	Robert P. Curwen, Sr., D-138 th , Rich Paoletto, D-138 th , James Holloway, D-139 th , Andre F. Baker, D-139 th	City Council 4/20/2009	Tabled on 5/11/2009 Tabled on 6/8/2009
150-08 (Petition)	Tax Abatement for Property Location 427 Hollister Avenue # 429	Manuel G. Jerez & Ms. Maria Jerez	City Council 8/3/2009 to Joint Committee Budget & Miscellaneous Committee	

Please be advise that on the Referral/Reply Column the referrals were sent to only those departments listed and a NO signifies that we haven't received a reply and a YES signifies that we have received a reply.

U.I.=United Illuminating

N/A=Not applicable (referrals not required)

**ORDINANCE COMMITTEE
PENDING ITEMS
AS OF OCTOBER 1, 2009**

Number	Type	Summary	Submitted by:	Date
91-07	RES.	Resolution to terminate the Role of Water Pollution Control Authority (WPCA) Board of Directors.	Council members Colon, Santiago, Walsh, Brantley, Austin, Lyons, Blunt, Silva, Martinez, Curwen, Paoletto Baker, Holloway.	May 5, 2008 OFF THE FLOOR. Referred to City Attorney on May 6, 2008 Tabled by Committee on 05/28/2008.
93-07	RES.	Resolution to Introduce a City Surcharge on Tickets to Arena at Harbor Yard Events, PLEASE NOTE: REFERRED TO JOINT COMMITTEE ON ORDINANCES AND CONTRACTS	Councilman Robert P. Curwen, Sr. D-138 th District	May 5, 2008 OFF THE FLOOR Referred to City Attorney on May 6, 2008
204-07	COMM	Amendment to the Municipal Code of Ordinances, amend Section 2.36.010 Officers' and unaffiliated employee salaries, amend Executive Management Class (7a) add new position Assistant Chief of Police.	Lawrence Osborne , Director Labor Relations	Special Meeting Oct. 14, 2008. Referred to City Attorney on Oct. 15, 2008 Tabled by Committee on 10/28/2008 Tabled 11/25/2008
106-08	RES.	Proposed amendments to Municipal Codes of Ordinances, Chapter 8.76 Anti-Blight Program, amend to add new Section 8.76.060 Accommodations for Spanish Speaking Households.	Council members McCarthy, Holloway, Colon, dePara, Valle, Silva and Martinez	Referred to Committee on 05/04/2009 Referred to City Attorney on 05/05/2009 Tabled by Committee on 08/25/2009.

PUBLIC SAFETY AND TRANSPORTATION COMMITTEE

PENDING ITEMS

AS OF October 1, 2009

Page 1 of 2

<p>155-07</p>	<p>Resolution that street light be installed in accordance with city standards and specifications on the length of Ameridge Drive.</p>	<p>Councilmember: AmyMarie Vizzo-Paniccia, D-134th Michelle Lyons D-134th</p>	<p>City Council 8/4/2008</p>	<p>Teresa Eller, U.I. on 8/5/2008 Recv'd email response from UI on 9/25/08 & 9/26/2008 Tabled on 10/1/2008 (special meeting) Put on agenda for 12/2/08 Public Safety Meeting per Maria Valle on 11/20/08 Tabled on 12/2/2008 Tabled on 6/2/2009</p>
<p>156-08 (Comm.)</p>	<p>Grant Submission: re: U.S. Federal Emergency Management Administration (FEMA), Assistance to Firefighter, Fire Prevention and Safety Grant Program.</p>	<p>Alexandra McGoldrick, Grants Writer / Central Grants & Community Development</p>	<p>City Council 8/3/2009</p>	<p>N/A</p>
<p>160-08 (Comm.)</p>	<p>Application for Driveway Permit: #211-213 Lenox Avenue</p>	<p>Charles M. Carroll Director, Public Facilities</p>	<p>City Council 9/8/2009</p>	<p>ED – Yes City Attorney on</p>
<p>161-08 (Comm.)</p>	<p>Application for Driveway Permit: 220 Waterview Avenue – M.O.V.E. Yacht Club</p>	<p>Charles M. Carroll Director, Public Facilities</p>	<p>City Council 9/8/2009</p>	<p>ED – Yes City Attorney on 9/9/2009</p>
<p>166-08 (Res.)</p>	<p>Resolution re: Emergency Management Director, Mr. Scott Appleby re: Informational Training Session for City Council members re: Emergency Situations.</p>	<p>Councilmember AmyMarie Vizzo-Paniccia District 134th</p>	<p>City Council 9/8/2009</p>	
<p>170-08 (Res.)</p>	<p>Resolution re: that all street signs be placed on “hold” so that the City Council may work with the Public Safety Departments Administration to explore different ways to provide signage in a more efficient manner.</p>	<p>Councilmember AmyMarie Vizzo-Paniccia District 134th</p>	<p>City Council 9/8/2009</p>	<p>Ref'd on 9/9/2009 City Attorney - Public Facilities - Board of Police Commissioners -</p>

PUBLIC SAFETY AND TRANSPORTATION COMMITTEE

PENDING ITEMS

AS OF October 1, 2009

Page 2 of 2

174-08 (COMM.)	Petition for Approval of the Installation of Environmental Monitoring Wells, and a metal plate to cover within and under the Public Right of Way on Norman Street.	Edward Lavernoich, Deputy, Director OPED	City Council 9/8/2009	Ref'd on 9/9/2009 City Attorney - PF - ED- P&Z - PD- WPCA- Recv'd reply on 9/15/2009 FD-Recv'd reply on 9/17/2009
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Please be advise that on the Referral/Reply Column the referrals were sent to only those departments listed and a NO signifies that we haven't received a reply and a YES signifies that we have received a reply.

U.I.=United Illuminating

N/A=Not applicable (referrals not required)

**ECD & ENVIRONMENT COMMITTEE
PENDING ITEMS
AS OF OCTOBER 1, 2009
PAGE 10**

Number	Type	Summary	Submitted by:	Date
129-07	Comm.	Lease Agreement with the State of CT, DOT for property located under I-95 on Steel Point. (LEAVE OFF UNTIL FURTHER NOTICE, PER ANN)	Edward Lavernoich, OPED	Ref'd to City Council on: 6/16/2008 No Action/Committee Tabled on: 7/15/2008
137-07	Comm.	Proposed Contract with State Department of Social Services for a DSS Initiative to Improve Access to Dental Services - One time funding to furnish dental offices in three (3) new schools: Barnum/Waltersville, Jettie Tisdale and North End.	Valerie Sorrentino, Human Services, Health Dept.	Ref'd to City Council on: 7/7/2008 Committee Tabled on: 7/15/2008, 8/19/2008, & on 9/16/2008
169-07	Res.	Proposed Moratorium regarding the Sale of Pleasure Beach.	Andre F. Baker, Councilman, D-139 th	Ref'd to City Council on: 9/2/2008 Legal Opinion Rec'vd by City Atty. on 9/16/2008 Committee Tabled on: 9/16/2008
183-07	Res.	Resolved that the City Council approves and agrees that the taxes on these ABCD properties are deemed to have been improperly levied by the City and should be forgiven.	Leticia Colon, Councilwoman, D-131 st	Ref'd to City Council on: 9/2/2008(OFF THE FLOOR) Committee Tabled on: 9/16/2008
218-07	Comm.	Grants Submission: re Coca Cola/National Recycling Coalition Recycling Bin Grant Program.	Christina Kazanas, Central Grants Office	Ref'd to City Council on: 11/3/2008; Tabled on 2/18/2009
74-08 (Ref.# 26-07)	Pet.	Resolution to allow for establishment of a farm stand in conjunction with the existing community garden located at 75 Ridge Ave.	Robert Halstead, President BCLT	Ref'd to Committee on: 3/2/2009 carried over to Special Meeting on 3/9/2009
132-08	Comm.	Consolidated Plan for Housing and Community Development Program Year 35 Annual Action Plan: Community Development Block Grant Program.	Alanna C. Kabel, Deputy CAO Central Grants & Community Development	Ref'd to City Council on 6/15/2009; Tabled on 7/21/2009
173-08	Comm.	Steel Pointe - Submission of First Amended and Restated Development and Acquisition Agreement with Bridgeport Landing Development, LLC.	Ron Pacacha, Associate City Attorney	Ref'd to City Council on 9/8/2009 Ref'd to City Attorney for Legal Opinion on 9/9/2009; Recv'd legal Opinion on 9/18/2009 ECD&E Committee Special Meetings held on 9/22/2009 & 9/23/2009 (Discussion purposes only)

**CONTRACTS COMMITTEE
PENDING ITEMS
AS OF October 1, 2009**

Number	Type	Summary	Submitted by:	Date
140-08	Comm.	Proposed Tentative Agreement with Nurses, 1199 regarding the Nurses, 1199 collective bargaining unit agreement	Larry Osborne, Director Labor Relations	Ref'd to Contracts Committee on 7/6/2009 Tabled by Committee 7/14/09 Tabled by Committee 8/11/09
176-08	Comm.	Proposed tentative agreement with Typographical union, Local 252	Larry Osborne, Director Labor Relations	Ref'd to Contracts Committee on 9/21/09 Ref'd to City Attorney 9/22/09
93-07	Res.	Resolution to introduce a City Surcharge on tickets to arena at Harbor Yard Events PLEASE NOTE: REFERRED TO JOINT COMMITTEE ON ORDINANCE AND CONTRACTS	Councilman Robert P. Curwen, Sr. D-138	Ref'd to Committee on 5/5/2008 (OFF THE FLOOR) Ref'd to City Attorney on 5/6/08

**MISCELLANEOUS MATTERS
COMMITTEE
PENDING ITEMS
AS OF 9/28/09**

Number	Type	Summary	Submitted by:	Date
24-07	RES.	Proposed Amendment to City Council Rule XXV – Public Hearing Forum to add new language	Council President Thomas McCarthy D-133rd	Referred to Committee on January 7, 2008 OFF THE FLOOR Tabled by Committee on 01/28/2008 Tabled by Committee on 06/22/2009 Tabled by Committee 9/28/09
44-08	RES	Resolution requesting Mayor to reduce city owned vehicle use.	Council members Martinez, Valle, Colon, Bonney and Baker.	Referred to Committee on 02/02/2009. Tabled by Committee on 02/23/2009 Tabled by Committee on 04/27/2009 Tabled by Committee on 05/26/2009 Tabled by Committee on 06/22/2009 Tabled by Committee 9/28/09
102-08	RES	Request to Support SB 735 which would create a 'Complete Streets' Policy on Connecticut Roads	Council President Thomas C. McCarthy D-133rd	Referred to Committee on 05/04/2009 Tabled by Committee on 05/26/2009 Tabled by Committee on 06/22/2009 Tabled by Committee 9/28/09
112-08	COMM.	Proposed Workers' Compensation Stipulation between the City and Marcus Zampedri	J. Evans, Benefits Coordinator Labor Relations & Benefits Administration	Referred to Committee 05/18/2009 Tabled by Committee on 05/26/2009 Tabled by Committee on 06/22/2009 Tabled by Committee On 9/28/09
150-08	Petition.	Tax Abatement for Property Location: 427 Hollister Avenue # 429. Please note: Joint Committee Budget & Misc.Matters will hold Special meeting for 8/17/09 on this item. August 17 meeting cancelled	Mr. Manuel G. Jerez Ms. Maria Jerez	Referred to Committee on August 3,2009 Ref'd to City Attorney on: 8/5/2009
153-08	Comm.	Appointment of Cynthia S. Maignan (D) as an alternate to the Zoning Board of Appeals.	Bill Finch, Mayor	Referred to Committee on 8/3/2009 Tabled by Committee On 9/28/09

179-08	Res.	Requesting proof of residency of a member of a city board which otherwise might bar the person from continuing to serve on a city board	Council Members Robert Walsh 132D Mary Evette Brantley 132D Andre Baker 139D	Referred to Committee on 9/21/09 OFF THE FLOOR Referred to City Attorney 9/22/09 Tabled by Committee On 9/28/09
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EDUCATION & SOCIAL SERVICES COMMITTEE
PENDING ITEMS
AS OF 08/07/08

151-07	Res.	<p>Resolution to schedule an information session regarding the on-going City and Board of Education operations audit.</p> <p>Please note: Education Committee Meeting held on 9/10/2008. Waiting for minutes from Co-Chair Susan Brannelly for clarification - not sure if item was approved or not.</p>	Councilmember Susan T. Brannelly, D-130 th	City Council on 7/7/2008 (OFF THE FLOOR)
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City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

BILL FINCH
Mayor

COMM.# 182-08 Ref'd to ECD & Environment Committee on 10/5/2009. Donald C. Eversley
Director

September 30, 2009

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: A Resolution Accepting the Donation of 459 Knowlton Street

Dear City Clerk:

Please find attached a resolution by which the City's Office of Planning and Economic Development seeks City Council authorization to accept from the ACME United Corporation the donation of the 2.4 acre waterfront property known as 459 Knowlton Street.

Sincerely,


Bill Coleman

Senior Economic Development Specialist

C: Mayor Finch
Andrew Nunn, CAO
Donald Eversley, Director OPED
Edward Lavernoch, Deputy Director OPED

RECEIVED
CITY CLERK
SEP 30 2009



City of Bridgeport, Connecticut
OFFICE OF PLANNING & ECONOMIC DEVELOPMENT

999 BROAD STREET
BRIDGEPORT, CONNECTICUT 06604
TELEPHONE: (203) 576-7221
FAX: (203) 332-5611

Donald C. Eversley
Director

BILL FINCH
Mayor

September 30, 2009

City Clerk
45 Lyon Terrace
Bridgeport, CT 06604

RE: A Resolution Accepting the Donation of 459 Knowlton Street

Dear City Clerk:

Please find attached a resolution by which the City's Office of Planning and Economic Development seeks City Council authorization to accept from the ACME United Corporation the donation of the 2.4 acre waterfront property known as 459 Knowlton Street.

Sincerely,

Bill Coleman
Senior Economic Development Specialist

C: Mayor Finch
Andrew Nunn, CAO
Donald Eversley, Director OPED
Edward Lavernoch, Deputy Director OPED

A Resolution by the Bridgeport City Council
Accepting the Donation of 459 Knowlton Street

Whereas, the ACME United Corporation owns the approximately 2.4 acre property known as 459 Knowlton Street, and has offered to donate this property to the City of Bridgeport; and

Whereas, this currently vacant and neglected property offers approximately 475 linear feet of direct waterfront access to the Pequonnock River; and

Whereas, the City wishes to see this property redeveloped in a way that returns it to clean productive use and increases waterfront access for the public; and

Whereas, the City has received from ACME a May 2009 Phase III Environmental Site Assessment of the property, as prepared by the consulting firm of Fuss & O'Neill; and

Whereas, this Phase III report identifies environmental issues that will require remediation, and will impose upon the City certain liabilities and responsibilities under the Connecticut Transfer Act; and

Whereas, these environmental issues notwithstanding, the City anticipates sufficient redevelopment interest in this property to allow for its remediation and for the assumption of the attendant Transfer Act liabilities and responsibilities by a third party developer; and

Whereas, this property is of critical importance to the City's broader and continuing effort under its Master Plan to recapture the riverfront for the benefit and use and enjoyment of the citizenry;

NOW THEREFORE BE IT RESOLVED, that the Mayor and/or The Director of the Office of Planning and Economic Development, or their/his designee, is hereby authorized to do any and all things necessary and appropriate to accept the donation of 459 Knowlton Street and to advance the property's redevelopment in a manner consistent with this resolution.

Further Be It Resolved that either the Mayor or the Director of the Office of Planning and Economic Development is authorized to execute any and all necessary documents and to take any and all necessary actions required to effectuate the purposes of this resolution.



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

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

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

Comm.# 183-08 Ref'd to Public Safety & Transportation Committee on 10/5/2009.

Date: September 28, 2009

To: Ann Murray
Assist. City Clerk

From: Charles M. Carroll Director
Public Facilities

Re: **Application for Permit Driveway Width**

Please place the attached application from PRE/view Landscape Architect for Discovery Magnet Elementary School Construction project. Please place on the next City Council agenda for referral to the Public Safety Committee.

Attached is a letter from Jon Urquidi, Engineering Supervisor with his recommendation for permit City Ordinance 12.08/030.

cc: Melanie Howlett, Assistant City Attorney
PRE/view Landscape Architects



**CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT**

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

September 29, 2009

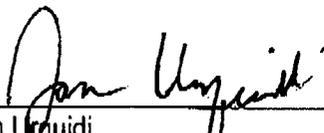
Charles Carroll
Director of Public Facilities
Bridgeport, Connecticut 06604

Re: **4510 Park Avenue- Driveways at Discovery Magnet School
Waiver of Municipal Ordinances 12.08.030 and 12.08.070**

Dear Mr. Carroll:

Please be advised that we have reviewed the Driveway Opening Plans for the Discovery Magnet School submitted by PRE/view Landscape Architects. Due to the explanation offered by Mr. Stuart Sachs in his letter dated 8/20/09 concerning larger driveway widths to accommodate for emergency vehicles as well as buses for student drop off, we recommend that approval be granted for the three driveways on Park Avenue as shown on pages 3 to 6 of the enclosed request.

Very truly yours



Jon Urquidi
Engineering Supervisor

JPU/p
Enclosures

c: Bobby Kennedy, Public Facilities
Mike Nidoh, City Planning
Stuart Sachs

**Resolution of the Bridgeport City Council
Regarding the Width of the Driveway
For the
Discovery Magnet Elementary School**

WHEREAS, the City of Bridgeport has undertaken a School Construction project resulting in the creation of the Discovery Magnet Elementary School; and

WHEREAS, City Ordinance 12.08.030 Restrictions as to Driveways. Limits the driveway width to 20' at the sidewalk.

WHEREAS, The Building Driveways are designed to accommodate buses, and city fire apparatus with their turning radius's forcing the widths to be wider than required under the ordinance.

WHEREAS, The northern most driveway accommodates one lane to enter the property and two directional lanes to leave the property. With a width of 48' plus turning radius.

WHEREAS, The center and southern most drives accommodate two lanes of traffic plus a fire lane as required by the Fire Marshall. With a width of 24' plus turning radius.

WHEREAS, These drives accommodate the Discovery Museum, the Discovery Magnet School and parking for Veteran's Memorial Park, these drives need to accommodate a wide range of vehicle configurations.

NOW, THEREFORE, BE IT RESOLVED that the Bridgeport City Council hereby waives section 12.08.030 restrictions on driveways for the Discovery Magnet Elementary School Construction on 4510 Park Ave, Bridgeport Connecticut.

PRE/view Landscape Architects
120 Quinlan Avenue
Bridgeport CT 06605-3526
203 332-0053 S2preview@aol.com
20 August 2009

Mr. Charles Carroll
Director of Public Facilities
City of Bridgeport, City Hall Annex
999 State Street
Bridgeport CT 06604

RE: Common Council petition
Driveways at Discovery Magnet Elementary School

Dear Mr. Carroll

This letter and attached information are in response to the requirements of City of Bridgeport Municipal Statute 12.08.030 (restricting driveway widths at the sidewalk and curb line) and Statute 12.08.070 (directions for a petition of driveway size change).

Among the requirements for that petition is our request to you, and the Engineering Department, for approval and referral to the Common Council's subcommittee and subsequent vote by the Council.

The overall site design concept located the school building as close to the street as possible in order to provide a greater separation from the wetlands; reduce the distance for utility costs; and minimize paving. The result of this design is that two of the driveways have shallow or immediate turning requirements, while the third is designed for higher capacity and long term public use.

The City's standard driveway maximum width is 20' at the street-line or sidewalk, and 24' at the curblin. The design, however, incorporated three driveway openings that are considerably larger in order to provide the clearances for a number of general and specific reasons:

- As a site design requirement all entry lanes must accommodate emergency vehicles with a minimum 35' inside radius and a 45' outside radius;
- The major access for school buses and private vehicles to the school will serve as a future entry to Veteran's Memorial Park. This northern most school drive anticipates a small street capacity by providing a generous entry lane as well as dual exit lanes. Both also incorporate 4' wide bike lanes;
- Semi-trailer trucks provide the Museum with service and material deliveries at the front door. The drivers typically leave their trucks at the Park Avenue curbside, and walk in to the building to confirm delivery before driving into an unknown parking lot. After receiving their delivery confirmation, and rather than backing up in the street or needing to make a wide swing into the site, the trucks will be able to make a more simple access turn into the site. After entering the parking lot they will have room to maneuver by pulling forward and then literally backing up to the museum front door.



- Semi-trailer trucks or emergency vehicles leaving the parking area in front of the school have an inclined sharp left hand turn in order to exit. The provided turning radii meet the City Fire Marshall's standards and computer generated turning requirements for typical large delivery trucks and semi-trailers.

ATTACHED DETAILED SITE PLANS

Page 3 of 6) Overall Site plan showing the 3 driveway locations

Page 4 of 6) Main access drive (Northern most), divided with a center island and showing a wide safe entry lane with accompanying bike lane; and, reduced size exit lanes (10' each) and a 4' bike lane.

Page 5 of 6) Middle drive – Exit Only: This provides access for trucks and fire emergency vehicles to leave the front parking lot. The bottom of the image shows the cab of a semi trailer truck as it would line up for exiting – the dashed lines indicate the inside and outside turning radii for the trucks.

Page 6 of 6) Museum Access Drive: This drive accommodates emergency vehicles as well as semi-trailer trucks making deliveries to the museum. The image shows a semi-trailer truck parked at the curblin on Park Avenue and the dashed lines indicate the inside and outside turning radii for the trucks as it would enter the site, and pull forward before backing up to make its delivery.

Please review this material for an approval of the petition and forward any comments to the engineering department. If you have any questions or requests for additional information, please call.

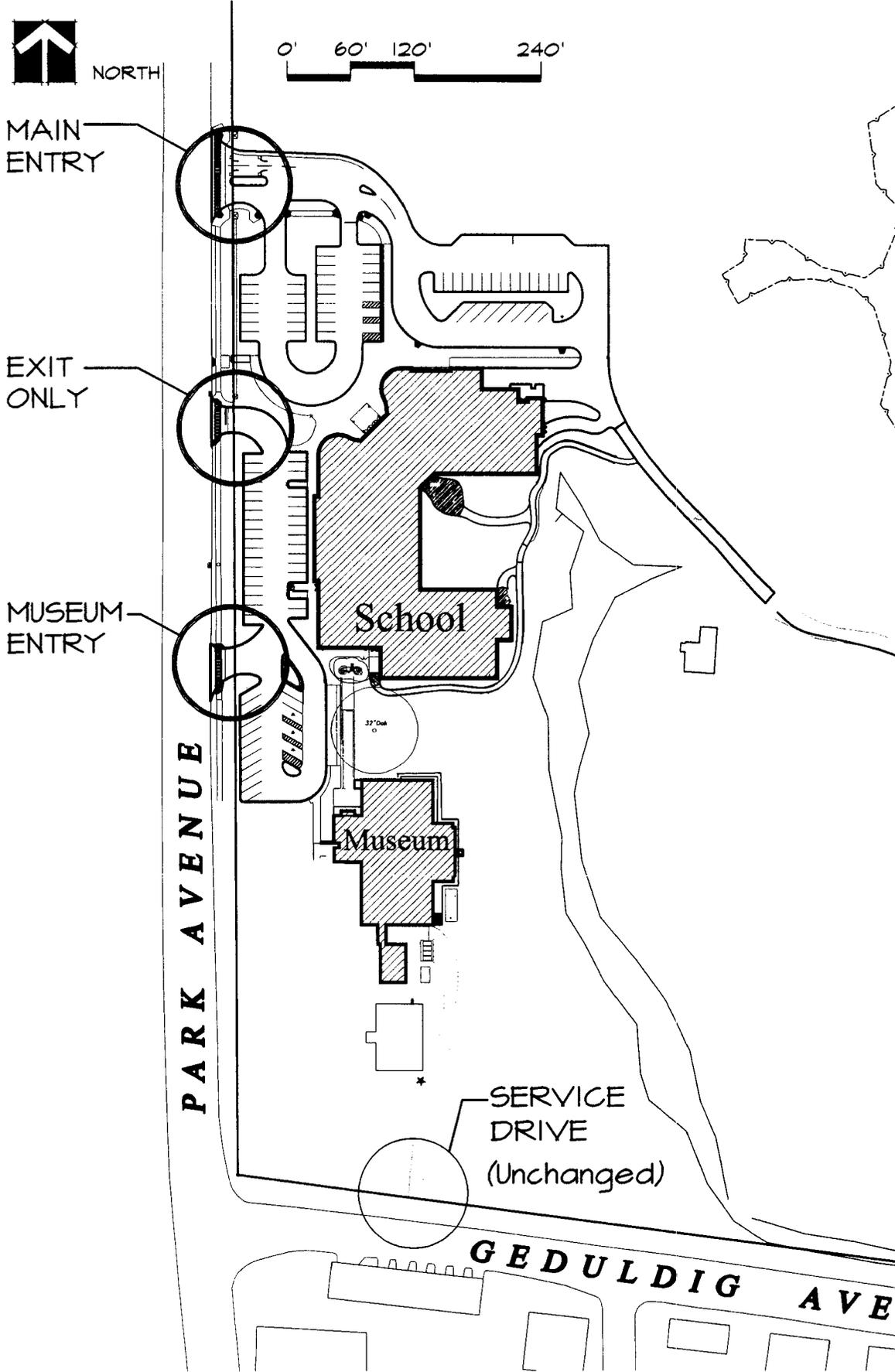
Sincerely,

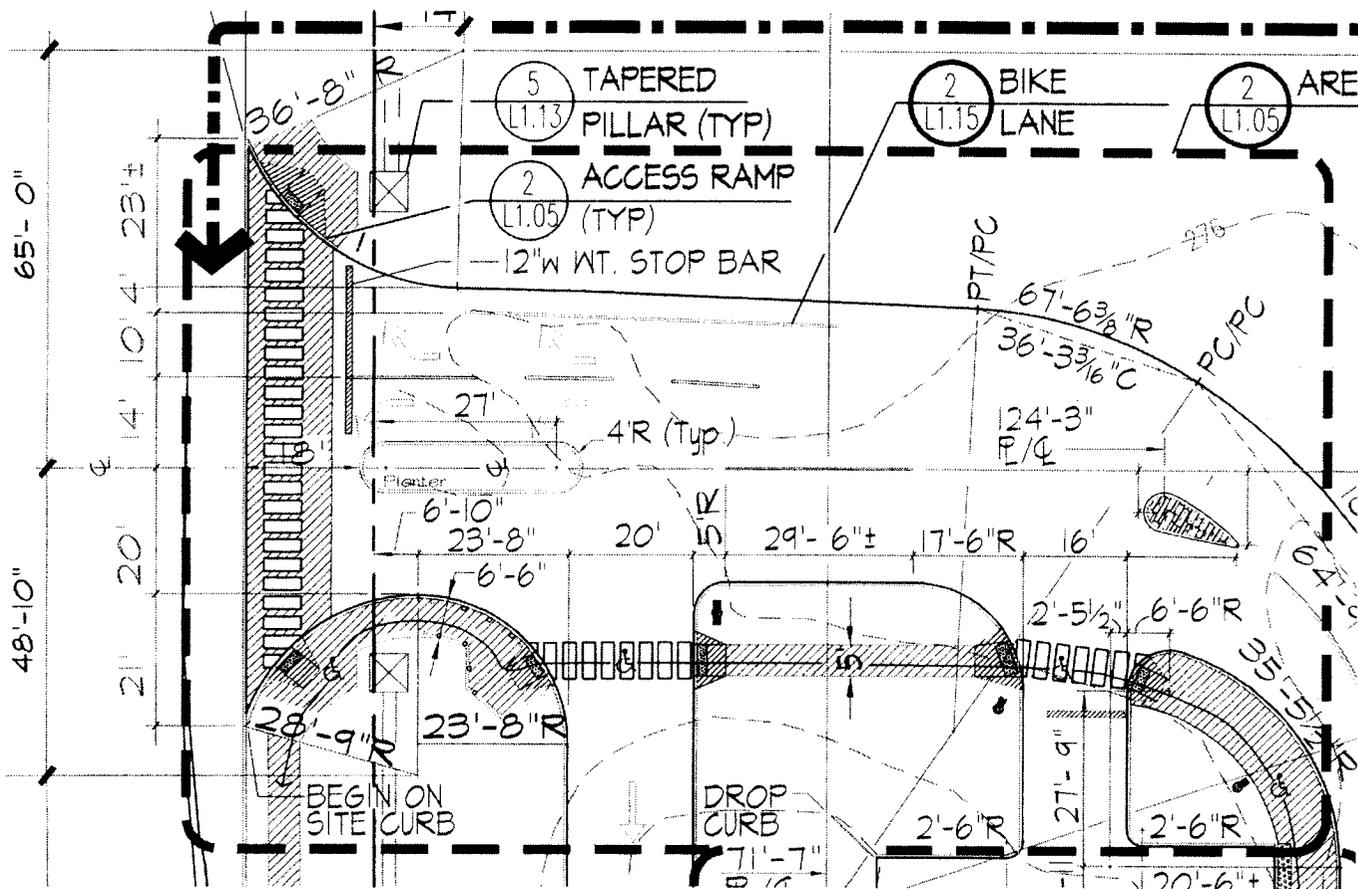


Stuart H. Sachs, LLA, ASLA

C: J. Urquidi
M. Nidoh
R. Wiley (O&G)
W. Chabla, (Svigals)

DRIVEWAY OPENINGS DISCOVERY MAGNET ELEMENTARY SCHOOL





MAIN ENTRY

PROPOSED:

92'± at curblines

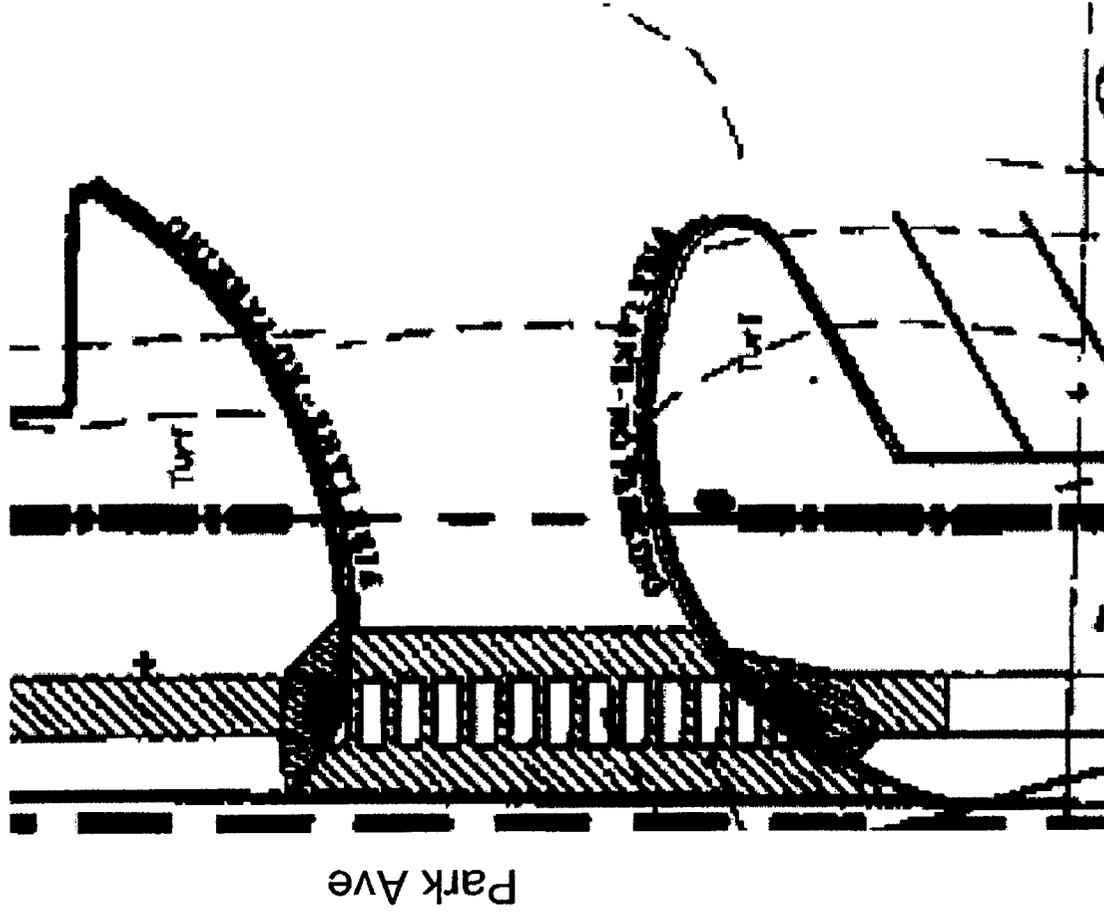
44' at property line (52' less 8' island)

Southern Driveway

Discovery Elementary
School

Drive Used by the School
and Museum patrons

Width 23'-2"



7/28/2009



OFFICE OF THE
DEPARTMENT OF PUBLIC FACILITIES

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

CHARLES M. CARROLL
Director Public Facilities

BILL FINCH
Mayor

Comm.# 184-08 Ref'd to Public Safety & Transportation Committee on 10/5/2009.

Date: September 28, 2007

To: Jon Urquidi, Supervisor Engineer Dept
Dave Cote, Acting City Engineer

From: Charles M. Carroll
Public Facilities

Re: Application for Permit to Extend Driveway Width

Please review and respond to the attached request application for regarding permit application to extend driveway width to City Ordinance Section 12.08.030.

Application is for 1558 Barnum Ave / Brilco Business Center East. This letter of application was sent (see attached) in August 25, 2008 however, project development did not move forward at that time.

Your quick response will be appreciated. Thank you

cc: Melaine Howlett, City Atty. Office



Stantec Consulting Services Inc.
2321 Whitney Avenue
Hamden CT 06518
Tel: (203) 281-1350
Fax: (203) 281-1470

Stantec

September 21, 2009
File: 210610233

Mr. Charles M. Carroll
Director of Public Facilities
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

**Reference: 1558 Barnum Avenue
Brilco Business Center East**

Dear Mr. Carroll:

Attached is a copy of the site plan for the redevelopment of 1558 Barnum Avenue. The development is expected to consist of light industrial use with minor components of office/retail.

You will notice that the entrance drive to the site is shown as 25' wide. We feel that this is the minimum required to accommodate the size of vehicles which are expected to access the site. The width increases to approximately 40' at the property line due to the large turning radius of the trucks as they turn into the site. I have attached a copy of a typical WB-50 trailer turning template for your review.

We understand that City Ordinance 12.08.030 requires City Council approval for any driveway width over 20'. Therefore, please consider this letter a request to allow the development to proceed with the driveway as shown on the attached plan. Any assistance you can give in this matter would be greatly appreciated.

If you have any questions regarding this letter, please do not hesitate to contact me at (203) 281-1350. Thank you.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Antonio Di Camillo, PE

Tel: (203) 281-1350
Fax: (203) 281-1470
antonio.dicamillo@stantec.com



Stantec Consulting Services Inc.
2321 Whitney Avenue
Hamden CT 06518
Tel: (203) 281-1350
Fax: (203) 281-1470

Stantec

September 21, 2009
File: 210610233

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

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Brilco Business Center East**

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Sincerely,

STANTEC CONSULTING SERVICES INC.

Antonio Di Camillo, PE

Tel: (203) 281-1350
Fax: (203) 281-1470
antonio.dicamillo@stantec.com

VA COPY



VOLLMER ASSOCIATES LLP

Engineers
Architects
Landscape Architects
Surveyors
Planners

2321 Whitney Avenue
Hamden, CT 06518-3510

Tel: 203.281.1350
Fax: 203.281.1470

August 25, 2006

Mr. George Estrada
Director of Public Facilities
City of Bridgeport
999 Broad Street
Bridgeport, CT 06604

Re: 1558 Barnum Avenue

Dear Mr. Estrada:

Attached is a copy of the site plan for the redevelopment of 1558 Barnum Avenue. The new development is expected to consist of light industrial use and flexible commercial space.

You will notice that the entrance drive to the site is shown as 25' wide. We feel that this is the minimum required to accommodate the size of vehicles which are expected to access the site. The width increases to approximately 40' at the property line due to the large turning radius of the trucks as they turn into the site. I have attached a copy of a typical WB-50 trailer turning template for your review.

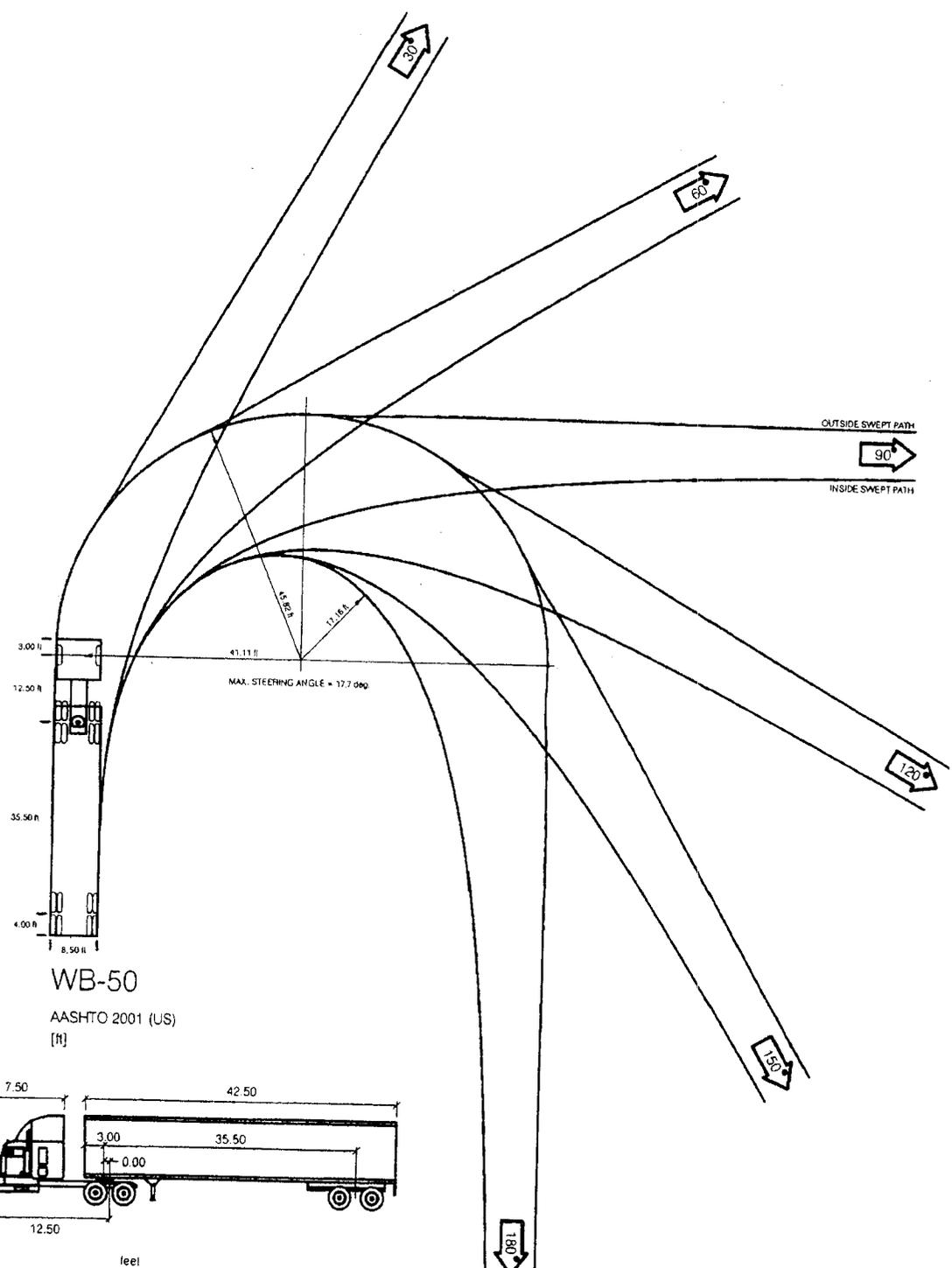
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If you have any questions regarding this letter, please do not hesitate to contact me at (203) 281-1350. Thank you.

Sincerely,

Chris DeAngelis, PE

Cc: J. Cohen, 1558 Barnum Avenue, LLC
P. Clarke, Claris Construction
H. Elstein, Elstein and Elstein, P.C.
R. McHugh, City of Bridgeport, Econ. Dev.



WB-50			
Tractor Width	: 8.00	Lock to Lock Time	: 6.00
Trailer Width	: 8.50	Steering Angle	: 17.70
Tractor Track	: 8.00	Articulating Angle	: 70.00
Trailer Track	: 8.50		

TRUCK TURNING TEMPLATE - WB-50
SCALE 1" = 30'



City of Bridgeport
Zoning Department
PLANNING & ECONOMIC DEVELOPMENT
45 Lyon Terrace • Bridgeport, Connecticut 06604
Telephone (203) 576-7217
Fax (203) 576-7213

FAX COVER SHEET

TO: NAME: Chris

FIRM: _____

CITY: _____

STATE: _____

FAX#: 203-281-1470

RE: _____

TOTAL NUMBER OF PAGES,
INCLUDING COVER SHEET _____

SENDER: Paul



CITY OF BRIDGEPORT ENGINEERING DEPARTMENT

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

BARRY W. SKINNER, P. E.
City Engineer

MORTEZA HAYATGHYBI
City Traffic Engineer

July 26, 2006

Zoning Board of Appeals
Bridgeport, Connecticut 06604

Re: **1558 Barnum Avenue – Site Layout Plan Dated 7/21/06**
Review #2

Ladies and Gentlemen:

Please be advised that we have reviewed the above-mentioned plans. **The Petitioner should identify and respond, in writing,** to each of the items noted below:

1. The site plan must be prepared, signed, and sealed by an engineer, architect, or landscape architect registered and licensed to conduct business in the State of Connecticut as per Section 14-2 of the City of Bridgeport Zoning Regulations.
2. The horizontal and vertical accuracy of the survey must be indicated on the plans.
3. A map may need to be filed combining the existing lots into one. All legal issues should be resolved prior to an application of a building permit.
4. Show all existing and proposed grading elevations for drainage purposes, drainage details (including roof drains), and utilities.
 - a. All elevations should be referenced to City of Bridgeport Datum.
5. Show all existing utilities in adjacent roadways, including all sewers.
6. No paved street: The owner will be required to extend the roadway pavement across the front of the lot. Plan and profile are needed for roadway extension with bond for public improvements.
 - a. Roadway section is a City accepted street.
 - b. Roadway section is a private street.
7. The design of the proposed retaining wall should be certified by a professional engineer.
 - a. Design details are needed.



8. **FEMA Designated Flood Zone:**

- a. Located in flood hazard zone _____, Elevation _____ City datum.
1. First Floor has to be at elevation _____
 2. Non-Residential flood proofing certification required in lieu of elevation (8a.1.)
 3. Show the flood zone limits on the plans established from the FIRM maps.
- b. Located in floodway. The floodway is an extremely hazardous area due to the velocity of floodwaters, which carry debris, potential projectiles, and have erosion potential. Bridgeport Municipal Code Chapter 15.44 for Flood Damage Prevention prohibits encroachments in the floodway, including fill, new construction, substantial improvements and other development.

9. **Sanitary/Storm Sewers:**

- a. The developer should provide a plan to connect to the City's sanitary/storm sewer system.
1. Use RCP in the City right-of-way.
- b. Storm water and sanitary sewer connections are subject to review and approval by the WPCA. The petitioners are urged to contact the WPCA as soon as possible and obtain their comments in writing. You will most likely be required to install some drywells. The plan should be stamped approved by the WPCA prior to application of a building permit.
- c. The WPCA does not usually allow connections to existing city catch basins without special permission. A new manhole at the sewer main may be required.
- d. There is no sanitary sewer main in front of this property. Show what is proposed. A sewer main extension with plan and profile will most likely be required. A bond will be required for this type of public improvement.
- e. Insure that storm water does not flow over the public sidewalk area at all driveways as required by City Ordinance 13.04.450.
- f. Insure that the proposed development will not adversely impact drainage on adjacent properties:
1. Additional runoff should not be diverted to adjacent properties.
 2. Proposed development should not cause storm water to be trapped on adjacent properties.
- g. Percolation appears to be greatly inhibited. Provide a storm water system to retain any increased runoff for the 50-year, 24-hour storm peak discharge during and after construction per Section 14-2-5-e-5 of the Zoning Regulations.
1. The WPCA will require TR-20 or TR-55 Method. Rational Method will not be accepted.
 2. Provide all calculations, including graphs and tables for the storm water system.
- h. Provide inverts and dimensions of any structures and piping associated with the proposed/existing storm water management system and the corresponding calculations.
- i. Percolation tests are required to validate the design of any underground storm water infiltration structures prior to approval of an application for a building permit.
- j. Sewer easements are to be 25' wide. Access and utility easements are to be 30' wide.
- k. An oil/water separator at a minimum is required for the storm sewer.

10. Driveways and Parking:

- a. Driveways wider than 20 feet at the back of walk require City Council approval, see City Ordinance 12.08.030.
- b. Proposed number of off-street parking spaces should comply with Section 11-7-2 of the Zoning Regulations. Provide parking calculations for review.
- c. Indicate where the required spaces are provided with full dimensioning.
- d. Number of accessible spaces provided should comply with Section 11-7-8 of the Zoning Regulations. Dimensions for the accessible parking spaces and accessible aisle width should be indicated on the plans.
- e. Check parking space dimensions and aisle width for compliance with Section 11-7-18 of the Zoning Regulations. Include all required dimensions on the drawing.
1. Access to at least three parking spaces at the same time is not provided.
- f. The proposed driveway does not appear to meet City Standards at the sidewalk area as shown on the plans. Please revise the sidewalk/driveway configuration to show the sidewalk extending across the driveway. Curbing should not cross the sidewalk. Grade changes are made over the concrete apron. All sidewalks should be concrete. Recessed curbing is 18 inches deep.
- g. Any existing curb cuts, which will no longer be used, will have to be restored to standard configuration. Details should be shown on the plan.
- h. No driveway approaches for the same property shall be closer together than 25 feet, see City Ordinance 12.08.030, without approval from the City Council.

11. Soil Erosion and Sediment Control

- a. If the disturbed area is greater than 0.5 acre or within 200' of a wetland, watercourse, water body, estuary, and/or Long Island Sound there must be a detailed Soil Erosion and Sediment Control Plan as per Section 11-11 of the City's Zoning Regulations. This will include the plan view and the necessary details and procedures.
- b. Indicate location of anti-tracking pads to be provided at all construction entrances as part of the Soil Erosion and Sediment Control Plan. More details are needed for this plan as per Section 11-11 of the City's Zoning Regulations. This will include the plan view and the necessary details and procedures.

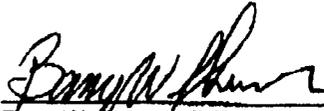
12. Traffic Considerations

- a. We have no traffic related concerns.
- b. Provide queue length calculations for the proposed drive-thru.
- c. Show the needed proposed traffic regulatory signs (i.e. one-way, so left turn) located within private property.
- d. Show sight lines on plan in accordance with DOT criteria. Include a profile of the ground surface.
- e. Provide sight distance calculations to verify the adequacy of the sightlines.
- f. Provide a certification by a Connecticut Professional Engineer, stating that "the shown sight distances on the plan are adequate for safe operations under the prevailing conditions."

- g. Provide a Traffic Impact Study based on the **attached checklist**.
- h. Show the turning paths of delivery trucks for the in/out movement to/from the proposed loading dock locations. No portion of the wheel paths should encroach upon the curb or sidewalk.
- i. On-street parking is already in high demand. Granting a parking waiver will negatively impact the demand for on-street parking.
- j. There shall be no parking of vehicles for sale or customer vehicles awaiting repair on the public thoroughfares.
- k. Provide calculations for the required and proposed off-street parking.
- l. State the justifications for requesting any form of variance for the required parking.
- m. Provide required accessible handicapped off-street parking.
- n. The City reserves the right to require additional improvements or changes, as deemed necessary, due to the development's traffic in the future. The cost of any additional improvements or changes shall be borne by the owner of the development.

13. **Additional Comments**

Very truly yours,



 Barry W. Skinner, P.E.
 City Engineer

BWS/JPU/p

- c: Morteza Hayatgheybi, Traffic Engineer
- Ted Grabarz, Public Facilities
- Jon P. Urquidí
- Ravi Keerthy, WPCA

I: Correspondence Files/P&Z/a_c/Barnum Avenue/1558 ZBA 7.26.06



**CITY OF BRIDGEPORT
ENGINEERING DEPARTMENT**

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

September 30, 2009

Charles Carroll
Public Facilities
Bridgeport, Connecticut 06604

Re: **1558 Barnum Avenue – Application for Permit to Extend Driveway Width**

Dear Charles:

Please be advised that we have reviewed the letter from Mr. Antonio Di Camillo dated 9/21/09, for the extension of driveway width for 1558 Barnum Avenue. The rationale for the driveway entrance extension is due to providing adequate turning movements for tractor trailer vehicles that will be entering the site. Without sufficient width the vehicles would drive over the curbing and sidewalks on Barnum Avenue and damage them. We recommend that approval be granted for the driveway to be twenty five feet in width.

Very truly yours,

Jon Trquidi
Engineering Supervisor

JPU/p
Enclosure

c: Bobby Kennedy, Public Facilities
Dave Cote, Engineering
Mike Nidoh, OPED



CITY OF BRIDGEPORT ENGINEERING DEPARTMENT

CITY HALL - 45 Lyon Terrace
Bridgeport, Connecticut 06604-4023
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Very truly yours,

Jon Urquidi
Engineering Supervisor

JPU/p
Enclosure

c: Bobby Kennedy, Public Facilities
Dave Cote, Engineering
Mike Nidoh, OPED

RESOLUTION

City Council Member(s): Robert Walsh 132 District (D)
 Mary Yvette Brantley 132 District (D)
 Andre Baker 139 District (D)
 Carlos Silva 136 District (D)
 Michelle Lyons 134 District (D)

RE: Resolution urging the mayor to revitalize the Commission for People with Disabilities

Introduced at a meeting of the City Council, held:
 October 5, 2009 OFF THE FLOOR

Referred to: Miscellaneous Matters Committee

Whereas, recently a number of individuals have come before the City Council advocating for the Reinstatement of the Commission for People with Disabilities; and

Whereas, the city of Bridgeport first established this Commission by ordinance on March 1, 1987; and

Whereas, this commission and its important work has been allowed to lie dormant due to the lack of appointments by the current administration and several prior administrations; and

Whereas, this commission plays a vital role in advocating before the city of Bridgeport in addressing the needs of individuals in this special class; and

Whereas, the City Council of the City of Bridgeport has a history of assisting this group of individuals whenever possible,

Be it resolved that the City Council urges Mayor Finch to immediately appoint new members of this board so that the critical needs of this underserved population will once again be properly brought to the city's attention and that the quality of life of persons with disabilities can be enhanced and improved.

RECEIVED
 CITY CLERKS OFFICE
 03 OCT - 6 PM 10:26
 CITY CLERK

Attest: _____
 City Clerk

Chapter 2.88 COMMISSION FOR PEOPLE WITH DISABILITIES

2.88.010 Created-Membership-Terms.

2.88.020 Officers.

2.88.030 Members to serve without compensation.

2.88.040 Purpose-Duties.

2.88.050 Appropriations for expenses-Acceptance of contributions.

2.88.010 Created-Membership-Terms.

A. There is created a commission to be known as the commission for people with disabilities. It shall be composed of twelve (12) members to be appointed by the mayor, of which at least one-third of the representation shall be by the people with disabilities who reside in Bridgeport or their parents. Agencies which serve people with disabilities who are residents of the city may be members of said commission. Each agency represented shall constitute one member. The members so appointed shall be persons interested in the consideration and well-being of people with disabilities.

B. All appointments to the commission shall commence March 1, 1987. The commission shall be divided into three equal classes of four each and on the first of March the first such class shall be appointed by the mayor to serve one year, and until their successors are chosen; the second class to serve for two years and until their successors are chosen; and the third class to serve for three years and until their successors are chosen. Thereafter, the mayor will select members of the commission prior to April 1st to serve three years. In the event of death or resignation, a successor shall be appointed by the mayor to serve for the unexpired term for which such member has been appointed. Each member shall serve until his successor is duly appointed and qualified.

C. The director of the department of health and social services shall designate one or more employees of such administration to staff the commission.

D. The director of the office for persons with disabilities shall advise and report to the commission. (Ord. dated 12/21/92 § 75(j); prior code § 14-291)

2.88.020 Officers.

The commission for people with disabilities shall select a chairperson, one or more vice-chairpersons and a secretary from within its ranks, and fill such other offices as it may determine. (Prior code § 14-292)

2.88.030 Members to serve without compensation.

The members of the commission for people with disabilities appointed pursuant to this chapter shall serve without compensation. (Prior code § 14-293)

2.88.040 Purpose-Duties.

The commission for people with disabilities shall have as its primary purpose to advise the mayor and the director of health and social services. It may request the department of health and social services and other appropriate agencies studies of and information regarding the needs of the individuals with disabilities in the community in relation to housing, employment, transportation, economics, health, recreation and other relevant matters, and make recommendations to the mayor and city administrators, commissions, boards and departments. All recommendations made by the commission will be forwarded to the mayor and department of health and social services. It may request an analysis of the ongoing services provided by the community, both by public and private agencies and make appropriate recommendations on the basis of those results. The commission for people with disabilities may review the city's proposed budget and other resource allocations which may impact upon services to people with disabilities and make appropriate recommendations. (Ord. dated 12/21/92 § 66; prior code § 14-294)

2.88.050 Appropriations for expenses-Acceptance of contributions.

The city may make appropriations for the expenses of the commission for people with disabilities. The commission is authorized and empowered to accept contributions from interested individuals, and may participate in state, federal and private programs concerning people with disabilities. (Prior code § 14-295)

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



ASSISTANT CITY ATTORNEYS

Christine Donahue Brown
Salvatore C. DePiano
R. Christopher Meyer
Eroll V. Skyers

ASSOCIATE CITY ATTORNEYS

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

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

COMM# 186-08 Referred to Miscellaneous Matters Committee on 10/5/09 (OFF THE FLOOR)

October 5, 2009

Waver Blunt

Councilpersons AmyMarie Vizzo-Paniccia
and ~~Richard M. Paoletto, Jr.~~, Co-Chairs
Miscellaneous Matters Committee
Bridgeport City Council
45 Lyon Terrace
Bridgeport, CT 06604

RECEIVED
CITY ATTORNEY'S OFFICE
OCT 05 2009 10 09 19
CITY OF BRIDGEPORT

Re: Miscellaneous Proposed Litigation Settlements

Dear Honorable Councilpersons:

The Office of the City Attorney respectfully recommends to the City Council the proposed settlement of certain pending lawsuits. It is this office's opinion that resolving these matters for the consideration(s) set forth herein is in the best interests of the City.

<u>Plaintiff</u>	<u>Nature of Claim</u>	<u>Plaintiff's Attorney</u>	<u>Consideration</u>
Bottone, et. al. v. City of Bridgeport, et. al.	Civil Service FF Lt. Testing Discrimination	Cohen & Wolf, P.C. Bridgeport, CT	\$75,000
Stevens, et. al. v. City of Bridgeport & Otero	Sexual Harassment & Discrimination in BPD	Michelle Holmes, Esq. Waterbury, CT	\$85,000

These matters both are presently pending before the United States District Court and are scheduled to be tried during the current fiscal year.

Kindly take the following action to arrange for these matters to be referred to the Miscellaneous Matters Committee at tonight's City Council meeting: (1) Motion to Add the Matter to the Agenda – two-thirds majority vote required pursuant to FOIA, and (2) Motion to Refer to Misc. Matters Committee – simple majority vote required.

Anastasi to City Council

Re: Misc. Settlements

Date: Oct. 5, 2009

Page 2 of 2

Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Mark T. Anastasi", with a long horizontal flourish extending to the right.

Mark T. Anastasi

City Attorney

Cc: Mayor Bill Finch

Fleeta C. Hudson, City Clerk

John R. Mitola, Assoc. City Attorney

CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Mark T. Anastasi

999 Broad Street
Bridgeport, Connecticut 06604-4328



DEPUTY CITY ATTORNEY
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Telephone (203) 576-7647
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COMM# 187-08 Referred to Miscellaneous Matters Committee
on 10/5/09 OFF THE FLOOR

September 17, 2009

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

RECEIVED
CITY OF BRIDGEPORT
OFFICE OF THE CITY ATTORNEY
SEP 21 6 41 AM '09

Re: **Carmen Alicea v. City of Bridgeport**

Dear Honorable Members:

A lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation discloses the likelihood on the part of the City for which in the event of suit and trial, the City might be held liable.

Negotiations with the Plaintiff's attorney have made it possible to settle these claims for the figure set forth and I, therefore, recommend settlement be accepted.

<u>NAME</u>	<u>ATTORNEY</u>	<u>SETTLEMENT</u>	<u>CAUSE/INJURY</u>
Carmen Alicea	Joanne P. Sheehan, Esq. Friedman, Newman, Levy & Sheehan One Eliot Place Fairfield, CT 06824	\$40,000.00	Slip and Fall

Very truly yours,


Mark T. Anastasi
City Attorney

MTA/ch
Attachment

RESOLUTION

City Council Member(s): Robert Walsh 132 District (D)
 Mary Yvette Brantley 132 District (D)
 Andre Baker 139 District (D)
 Carlos Silva 136 District (D)

RE: Ordinance to clarify a conflict in the City Charter in regards to Chapter 2 Section 13 and Chapter 17 Section 203.

Introduced at a meeting of the City Council, held: October 5, 2009 (OFF THE FLOOR)

RECEIVED
 CITY CLERK'S OFFICE
 09 OCT -6 AM 11:57
 DIRECT
 CITY CLERK

Referred to: Ordinance Committee

Attest: _____
 City Clerk

Whereas, the City Charter of the city of Bridgeport, Chapter 2, Officers and Elections clearly states: "Section 13. Board and Commission Members; Residency Requirement Except as otherwise provided in this charter, no person shall be appointed to any board or commission established by this charter who is not a resident and registered voter of the city"; and

Whereas, the City Charter of the city of Bridgeport, Chapter 17, Civil Service, Sec. 203 Civil Service Commission specifically addressing the Employee Member of the Civil Service Commission clearly does not grant such an exception as required in Section 13; and

Whereas, reading both sections together it is clear that the intent of the charter is to require Bridgeport residency of the employee representative; and

Whereas the charter provides for a process which determines the proper status of individuals as city employees through the role of "the combined city employees' committee which is charged with "shall examine credentials of all participating in nominations to see that they are city employees" and such role can be expanded to examine the credentials of all nominees to see that they are bona fide residents of the city of Bridgeport; and

Be it ordained that Chapter 2.56 BOARDS AND COMMITTEES GENERALLY be amended to include a new section 256.070 which states:

In order to clarify and prohibit the practice of allowing city employees' representative to the civil service commission to be non-residents of the city of Bridgeport, any city employee elected as representative to the civil service commission must be a bona fide resident and elector in the city of Bridgeport.

At the time of adoption of this ordinance, if the current employee representative is not a bona fide resident of the city of Bridgeport, the position shall be declared vacant and a new election is ordered to be held in accordance with the manner prescribed in Sec 203.

CHAPTER 17.

CIVIL SERVICE

Sec. 203. Civil service commission.

(a) There shall continue to be a civil service commission, which shall consist of five members appointed by the mayor as hereinafter provided. In October of each year, the mayor shall appoint one person as a successor of the member whose term shall expire, to serve for five years. Any vacancy shall be filled by the mayor for the unexpired portion of the term. Not more than two members shall be adherents of the same political party and no member shall hold salaried public office. The mayor may, remove a commissioner during his term of office only for misfeasance, nonfeasance or partisan activity while in office, upon stating in writing the reason for the removal and allowing him a hearing in his own defense before the city council and such removal shall then be effective only upon a two-thirds vote of the city council. (Amended, 1986 referendum)

(b) Commencing with the appointment to the civil service commission to be made next after the passage of this act, the mayor shall appoint an employee of the city of Bridgeport as a member of the civil service commission; and the successors of this particular member shall be employees of the city of Bridgeport. In making this appointment, and the successor appointments to it, the mayor shall accept for appointment the person who shall have been elected by the employees of the city of Bridgeport. The member of the civil service commission who is also an employee of the city of Bridgeport shall be permitted to hold paid public office or position.

(c) The nominations for the election called for in this act shall be made at an open meeting to be called by the chairman of a combined city employees election committee, chosen for the sole purpose of administering the provisions of this act, no earlier than September first and no later than September fifteenth of the year or years in which such an appointment is made, and said chairman shall cause to be published in a Bridgeport newspaper a legal notice of such a meeting at least two weeks prior to the date of said meeting. Such notice shall include the time, place and date of the aforesaid meeting. The chairman of the combined-city employees' election committee shall preside over this meeting. The recording secretary of said combined city employees' election committee shall record all nominations that have been duly made and seconded. The combined city employees' committee shall examine credentials of all participating in nominations to see that they are city employees.

(d) Within five days after said meeting the combined city employees' election committee shall cause ballots to be printed bearing the names of all nominees. The election committee shall cause to be published in a Bridgeport newspaper a legal notice of the list of candidates on or before September twentieth of the year or years such appointments are to be made. One ballot shall be sent, together with a self-addressed return envelope, on or before September twenty-third to each city employee by the election committee. Such ballots shall be sealed and returned to the election committee on or before October first. Said ballots shall be tabulated by the election committee no later than the eighth day of October of said year or years the said appointments are to be made. The election committee shall present to the mayor, before October tenth, the name of the candidate receiving the highest number of votes, and said candidate shall be appointed a member of the civil service commission.

(e) Should a vacancy occur in an unexpired portion of a term of a city employee position on the civil service commission the same procedure shall be followed as provided for in a regular appointment except that the nominations, elections and appointment shall be held at the time such vacancy occurs. (f) No provision of the general statutes or special acts inconsistent with any provision of this act shall apply to the city of Bridgeport.

RESOLUTION

City Council Member(s): Robert Walsh 132 District (D)
 Mary Yvette Brantley 132 District (D)
 Andre Baker 139 District (D)
 Carlos Silva 136 District (D)
 Susan Brannelly 130 District (D)

RE: Ordinance to clarify language concerning Section 2.02.030 Public's Right to inspect

Introduced at a meeting of the City Council, held:
 October 5, 2009 (OFF THE FLOOR)

Referred to: Ordinance Committee

Whereas, it appears that there are certain ambiguities, open or vague interpretations and inconsistencies between the Bridgeport Code of Ordinances and the Connecticut General Statutes concerning the Freedom of Information Act; and

Whereas, the general public is best served with consistency and convenience in interpreting the two in the same manner;

Be it ordained that Section 2.02.030 of the municipal code be amended to read:

Section 2.02.030 Public's right to inspect records-Exceptions.
 The records, books, files, papers and documents of the city shall, during office hours, be open to the search, inspection and examination of the public pursuant to Sections 1-200 through 1-242 of the Connecticut General Statutes Section 1-19.

Every person shall have the right to copy such records or receive a copy of such records. Any person applying in writing shall promptly receive a copy of any public record.

For purposes of requesting records, books, files, papers and documents of the city of Bridgeport, a 'writing' shall include a request that is mailed, faxed, emailed or hand delivered to the agency.

Current language:

Section 2.02.030 Public's right to inspect records-Exceptions.
 The records, books, files, papers and documents of the city shall, during office hours, be open to the search, inspection and examination of the public pursuant to Connecticut General Statutes, Section 1-19. (Prior code § 2-7)

Attest: _____

City Clerk

*159-08 Consent Calendar

Agreement with State of Connecticut for the Construction, Inspection & Maintenance of the Partial demolition of the Congress Street Bridge: State Project No. 15-340 Federal-Aid Project No(s). 1015(318).

**Report
of
Committee
on**

Public Safety and Transportation

Submitted: October 5, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



City of Bridgeport, Connecticut

To the City Council of the City of Bridgeport:

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

***159-08 Consent Calendar**

Resolved, that Bill Finch, Mayor of the City of Bridgeport, be and hereby is authorized to sign the agreement entitled:

“Agreement between the State of Connecticut and the City of Bridgeport for the Construction, Inspection and Maintenance of the partial demolition of the Congress Street Bridge utilizing Federal Funds under the American Recovery and Reinvestment Act of 2009” and all other document and agreements necessary to complete the project: State Project No. 15-340 and Federal-Aid Project No. 1015(318).

Respectfully submitted,
THE COMMITTEE ON PUBLIC SAFETY AND TRANSPORTATION

Maria I. Valle
Co-Chair

Michelle A. Lyons

Michelle A. Lyons
Co-Chair

Richard Bonney

Leticia Colon

Howard Austin, Sr.

Howard Austin, Sr.

Angel dePara

Andre F. Baker, Jr.

Andre F. Baker, Jr.

Thomas C. McCarthy

AGREEMENT
BETWEEN THE STATE OF CONNECTICUT
AND
THE CITY OF BRIDGEPORT
FOR THE CONSTRUCTION, INSPECTION AND MAINTENANCE OF
THE PARTIAL DEMOLITION OF THE CONGRESS STREET BRIDGE
UTILIZING FEDERAL FUNDS
UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 Public Law
111-5 (hereinafter "Act")

State Project No. 15-340

Federal-Aid Project No(s). 1015(318)

THIS AGREEMENT, concluded at Newington, Connecticut, this day of , 2009, by and between the State of Connecticut, Department of Transportation, Joseph F. Marie, Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief, Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the State, and the City of Bridgeport, (hereinafter referred to as the "Municipality" or collectively referred to as the "Parties") City Hall Annex, 999 Broad Street, Bridgeport, Connecticut 06604, acting herein by the Honorable Bill Finch, Mayor, hereunto duly authorized.

WITNESSETH, THAT, . . .

WHEREAS, the required contract plans, specifications and estimates have been prepared for the partial demolition of the Congress Street Bridge, Bridge No. 04251, and

WHEREAS, said improvements include, but are not limited to, removal of the bascule span portions of the Congress Street Bridge, herein identified as State Project No. 15-340 and Federal-aid Project No. 1015 (318) (hereinafter referred to as the "Project), and

WHEREAS, the Municipality shall be responsible for the construction phase of the Project, which includes, but is not limited to, administration, inspection, and construction engineering services in conjunction therewith, and

WHEREAS, the Act has appropriated Three Hundred Two Million Dollars (\$302,000,000) to the State to provide funding for highways, bridges and other public safety projects, and

WHEREAS, the funding appropriated for each individual Project shall be the total amount of federal funds available for said Project under the Act, and

WHEREAS, if additional funding is necessary to construct the Project, municipal funding would be required and may be supplemented if funds are available, and

WHEREAS, Section 13a-165 of the Connecticut General Statutes, as revised, provides that the Commissioner of Transportation is authorized...“(b) to apply for and to obtain moneys, grants or other benefits from the United States or any agency thereof in connection with roads, bridges or highways and (c) to approve all programs, conclude all agreements, accept all deeds, make all claims for payment, certify all matters and do any and all other acts and things necessary or desirable to meet the requirements of and obtain such moneys, grants or benefits from the United States or other agency thereof.”, and

WHEREAS, the Municipality has requested that federal funding be obligated so that Project-related construction activities can be authorized.

NOW, THEREFORE, FOR GOOD AND OTHER VALUABLE CONSIDERATION:
THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I. THE MUNICIPALITY SHALL:

(1) Designate an individual to act as liaison with the State to provide for the proper interchange of information during the construction phase of the Project and all activities related thereto.

(2) In accordance with Section 13a-98f of the General Statutes of Connecticut, as revised, "issue an appropriate order to any utility to readjust or relocate in or remove its utility facility at its own expense from any such federal surface transportation urban program roadway or facility as is deemed necessary by the municipality,"..."provided the cost of readjusting, relocating or removing any municipally-owned utility facility shall be apportioned on the same basis as the cost of constructing such roadway or facility,..." located within the municipal right-of-way and the Municipality shall take all necessary legal action provided under Section 7-148 of the Connecticut General Statutes, as revised, to enforce compliance with the issuance of such order.

Any delays resulting in charges or claims by the Municipality's contractor which are the result of the failure of any utility to readjust or relocate in or remove its facilities within the area impacted by the Project because of the failure of the Municipality to carry out its responsibility, as outlined in the first paragraph of this Article I, Paragraph (2), shall become the responsibility of the Municipality.

(3) Incorporate, if applicable the "Special Provisions, Disadvantaged Business Enterprises" requirements set forth in Exhibit A, Schedule 1 (attached herewith), dated February 26, 2009, as may be revised from time to time, as a material term of any contract(s) or agreement(s) the Municipality enters into with its Prime Contractor, and if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goal established by the State for each specific Project in any contract and/or agreement it enters into with its Prime Contractor, and if applicable, its Inspection Consultant.

(4) Incorporate, if applicable, the "Special Provisions, Small Business Participation Pilot Program" requirements set forth in Exhibit A, Schedule 2 (attached herewith), dated February 26, 2009, as may be revised from time to time, as a material term of any contract or agreement(s) the

Municipality enters into with its Prime Contractor, and if applicable, its Inspection Consultant. The Municipality shall also include the applicable contract goal established by the State for each specific Project in any contract and/or agreement it enters into with its Prime Contractor, and if applicable, its Inspection Consultant.

(5) Advertise, receive bids, award a contract or contracts, make payments to a contractor or contractors, and administer construction activities associated with the Project, upon written approvals by the State, separate from this Agreement.

(6) Obtain bids for all Project items to be supplied or constructed by the Municipality's contractor utilizing a bidding procedure, which must be in compliance with Federal requirements (Title 23, Chapter I, Part 635) and must be reviewed and approved by the State prior to advertisement of the Project. The Municipality shall comply with and include the following documents as a part of its Project bid documents and its contract for each Project:

- (a) The "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction Form 816" ("Form 816"), as may be amended from time to time;
- (b) Any Supplemental Specification(s) to Form 816;
- (c) Required Contract Provisions (Form PR-1273), as may be revised from time to time; and
- (d) Connecticut Required Contract Provisions, State of Connecticut and attachments thereto, as may be amended from time to time.

(7) Obtain the Bid, Performance and Payment Bonds in accordance with Form 816. The Municipality shall analyze all bids, submit a bid summary, including the non-collusion affidavit that the Municipality has received, and any other applicable bid submission requirements pursuant to the Specifications, and request in writing the State's approval to award the Project to the lowest responsible bidder. The Municipality shall receive in writing, and review to ensure that the following pre-award documents are acceptable prior to the award of the contract to the lowest responsible bidder:

- (a) Disadvantaged Business Enterprises and/or Small Business Participation Pilot Program documentation is in order;
- (b) A schedule of progress or time chart for the Project has been developed by the Contractor(s) and submitted in writing to the Municipality; and
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the construction phase of the Project has been furnished. In conjunction therewith, the "Anticipated Source of Material - CON 83" form will be provided by the State.
- (d) After verification by the Municipality, the State shall affirm in writing that the affirmative action and pre-award requirements (indicated in Article I., Paragraph (7),

subparagraphs (a) and (c) herein) have been complied with.

(8) Make no change which will increase the cost of the Project or alter the character or scope of work without prior State approval. In addition, the Municipality shall not grant any contract time extensions without advanced State approval.

(9) Notify the State as to the commencement of the Project's construction activities via the CON 100M Form in Exhibit A, Schedule 3 (attached herewith). Failure to properly file this form with the State shall jeopardize the Federal share of the funding for the Project and shall result in the Municipality being responsible for all Project costs.

(10) Provide administration, inspection, field density testing and construction engineering services during the construction phase of the Project. The construction engineering services may include, but not be limited to, consultation, advice, visits to the work site, design services as may be required and review and approval of all shop details and construction drawings received from the contractor. The Municipality is responsible for 100% of the cost of construction engineering services. The Municipality shall also submit to the State for review and approval, the name(s) and qualifications of the Municipality's individual(s) responsible for the administration and inspection of the Project prior to advertising the Project.

(11) Prepare and submit to the State for review, any proposed agreements or contracts in conjunction with the Project between the Municipality and consultants and/or contractors to affirm compliance with State and Federal requirements as well as to obtain written approval as to form and content of said documents prior to the Municipality's execution thereof. In addition, all extra work claims submitted by consultants and/or contractors to the Municipality must be approved, in writing, by the State prior to the Municipality granting said consultants and/or contractors authorization to proceed.

No reimbursable costs may be incurred by the Municipality in conjunction with consultant agreements or supplements to consultant agreements prior to the State's written approval of same.

The Municipality hereby acknowledges and agrees to comply with the guidelines set forth in Exhibit A, Schedule 4 (attached herewith), Policy No. F&A-30, dated April 12, 2006; Subject: Maximum Fee for Architects, Engineers and Consultants and the Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, set forth in Exhibit A, Schedule 5 (attached herewith).

The Municipality shall ensure that all parties to the Project contract are in compliance with the audit requirements set for the in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

(12) Perform the functions and operations described in the "Department of Transportation, Bureau of Engineering and Highway Operations, Construction Manual, Office of Construction, 2006"; "Construction Engineering and Inspection Information Pamphlet for Consultants, Connecticut Department of Transportation, Office of Construction, January 2000"; "Municipality Manual-Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, 2007"; "Pamphlet for Monitoring Performance and Payment Requests for Consultants, June 1994"; "Materials Testing Manual, 2004, Chapter 7, entitled

"Schedule of Minimum Requirements for Sampling Materials for Test"; "Public Service Facility Policy and Procedures for Highways in Connecticut, January 2008"; "A Policy on the Accommodations of Utilities on Highway Rights-of-Way, April 1, 1977"; "Title 23, Code of Federal Regulations, Part 645, Subpart A and Subpart B, April 1, 1996," and all revisions and supplements thereto. The performance of these functions and operations shall be in accordance with the policies and procedures of the State set forth in the documents enumerated in Article I, Paragraph (12)(c) herein, which may be amended by the State under the terms of this Agreement. Said functions and operations also include, but are not limited to:

- (a) Review and approval of all shop plans and construction drawings received from the construction contractor;
- (b) Maintenance and protection of all construction records at the field office for review, and use at all times. These records shall be retained by the Municipality for a period of seven (7) years after issuance of the Project's Certification of Acceptance or three (3) years after the final federal payment has been made, whichever is later, providing there is no pending litigation; and
- (c) Perform all other operations which become necessary to properly inspect the work of the construction contractor to obtain compliance with the Form 816," Supplemental Specifications, as revised, Special Provisions related to the Project and all other Project contract documents and memoranda shall be the responsibility of the Municipality.

The documents named or described in this Article I, Paragraph (12) are hereby incorporated into and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct of the parties to this Agreement and any parties performing work on the Project. Where any of these documents have been written to govern contractual relations between the State and a contractor, they shall be read and applied as though written to govern the relations between the Municipality and its contractor and subcontractor.

(13) Cooperate fully with the State and permit the State and/or the Federal Highway Administration ("FHWA") to review, at any time, all work performed under the terms of this Agreement and all Project records pertaining thereto including all inspections by Federal Inspector Generals.

(14) Agree that if at any time during the construction phase of the Project, the State determines that the administration of the Project by the Municipality is not adequate, the State may take over or supplement the administration of the Project. The additional costs associated with this action, if any, shall be considered part of the Project costs and shall be funded in accordance with the terms of this Agreement.

(15) Deposit with the State, upon demand, the sum of 0 Dollars (\$0) for the depreciation reserve credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility.

(16) Pay the full non-federal share of the cost of sidewalks constructed as part of the Project other than existing sidewalks disturbed by the construction. This requirement is in

accordance with the Connecticut Department of Transportation Policy Statement, Policy No. E&H.O.-19.

(17) Obtain for the contractor, the right to enter into and pass over and utilize the right-of-way owned by the Municipality, as may be required for the construction phase of the Project.

(18) Shall in the event the approved construction cost, based on low bid, exceed the estimated construction cost indicated in Article III., Paragraph (46) of this Agreement, the Municipality: (1) pay for the additional amount of the increased construction cost, or (2) reduce the Project's scope in order to not exceed the estimated construction cost as indicated in Article III., Paragraph (46) of this Agreement, or (3) terminate the Project. Notification in writing by certified mail of the Municipality's decision shall be provided to the State within thirty days of bid opening.

(19) Document expenses by recording all contractor's costs, consultant fees and all municipal costs including payroll hours on time sheets, material purchases (including bills), and equipment charges. Equipment rates will be based on a municipal audit, if available, acceptable to the State. In the absence of acceptable municipal rates, the rental rate(s) shall be established in accordance with Section 1.09.04(d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction – Form 816," and Supplemental Specifications, as revised.

(20) Pay one hundred percent (100%) of all construction costs which are the result of errors and/or omissions, solely of the Municipality or its consultant(s), in the contract plans, specifications and estimates or due to inadequate administration, inspection and/or construction engineering services. The percentage(s) derived from the ratio of the total cost of all State-provided services to the total construction cost, as determined by a post-construction audit, will be used to determine the cost of State-provided services incurred due to said errors and/or omissions.

(21) Pay for all construction related costs, without reimbursement, in the event the Project is cancelled by the Municipality without proper justification. The Municipality may request cancellation of the Project, and if the Parties determine it is in the best interests of the State and subsequently approved in writing by the FHWA to be acceptable, Federal participation in expenditures may be provided up to the allocable percentage of acceptable work completed to the approved date of cancellation.

(22) Pay for advertising, construction contract items, administration, inspection and construction engineering services, including assistants and/or consultants or contractors, rendering professional, technical, engineering or other assistance and advice during the construction phase of the Project. Expenditures approved by the State will be reimbursed under the provisions of Article II., Paragraphs (31) and (35), and Article III., Paragraph (46) of this Agreement. Written documentation shall be provided to the State indicating procedures utilized for the employment of municipal forces and/or retention of consultants providing Administrative and Inspection services for the Project.

(23) Assume all responsibility and liability for:

(a) The proper maintenance and operation of all the Municipality's facilities constructed as part of the Project, upon completion of the Project, to the satisfaction of the State

and the FHWA.

- (b) Maintenance of traffic control signals on municipally maintained roadways (if signals are constructed as part of the Project) upon satisfactory completion of the 30-day acceptance test period.
- (c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on the Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.
- (d) Any and all claims by the construction contractor.

(24) Notify the State, in writing, when the construction phase of the Project has been completed and provide the State, if requested in writing, reproducible copies of the "as built" plans for the Project.

(25) Maintain and enforce all traffic regulations, during and upon completion of the Project, to conform to State and municipal traffic laws, ordinances and regulations.

(26) Assume all maintenance responsibilities for the facilities constructed as a part of this Project upon "Acceptance" of the work by the Municipality.

(27) Indemnify and save harmless the State of Connecticut, its officers, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, operations conducted by or capital purchases made by the Municipality and/or any of its subcontractor(s) under this Agreement, including any supplements thereto, or prior or subsequent to the execution of this Agreement, and that such indemnification shall not be limited by reason of any insurance coverage, and shall also require its subcontractor(s), to provide the indemnification requirements herein.

(28) Not use the defense of Sovereign Immunity in the adjustment of claims or in the defense of any suit, unless requested to do so by the State. The Municipality agrees that in the event of an adjustment of claims or in the defense of any suit between the State and the Municipality, the Municipality shall not use the defense of Governmental immunity.

(29) Obtain insurance for the Project as follows:

- (a) With respect to the operations that the Municipality performs or engages a Prime Contractor to perform, and also those that are performed by subcontractors of the Prime Contractor, in conjunction with the Project, the Municipality shall carry, and/or shall require its Prime Contractor (i) to carry and (ii) to impose on its subcontractors the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at (i) Section 1.03.07 "Insurance," and (ii) specifically with respect to any working drawings prepared by a designer, Section 1.05.02(2)(a) "Plans, Working Drawings and Shop Drawings". With respect to Section 1.05.02(2)(a), evidence of the Professional Liability Insurance Policy may be submitted on the State's Form "Certificate of Insurance DOC-001."

- (b) With respect to the Construction Inspection activities that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by any subconsultant of the Inspection Consultant, in conjunction with the Project, the Municipality shall carry and/or shall require its Inspection Consultant for the Project (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Construction Project, the insurance requirements set forth in the Form 816 at Section 1.03.07 Items (1), (2), (3), (5), (7), (8) "Insurance." For the purposes of this subparagraph (b), any reference in the Standard Specifications to "Contractor" and "subcontractor" hereby refers to the Inspection Consultant and subconsultant, respectively.
- (c) With respect to the Construction Inspection activities that the Municipality performs or engages a Inspection Consultant to perform, and also those that are performed by any subconsultant of the Inspection Consultant, in conjunction with the Project, the Municipality shall carry, and/or shall require its Inspection Consultant (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, a Professional Liability Insurance policy for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), which policy may contain a maximum Two Hundred and Fifty Thousand Dollars (\$250,000) deductible clause, provided that the policy holder shall be liable to the extent of at least the deductible amount. The Professional Liability Insurance coverage shall continue for a period of three (3) years from the date of acceptance of the Project by the State, subject to the continued commercial availability of such insurance. The Professional Liability Insurance Policy must include pollution and environmental impairment coverage as part thereof, if such insurance is applicable to the work performed as part of the Inspection Activities in conjunction with the Project.
- (d) With respect to the operations that the Municipality performs or engages an Inspection Consultant to perform, and also those that are performed by subconsultants thereof, in conjunction with the Project, the Municipality shall carry, and/or shall require its Inspection Consultant (i) to carry and (ii) to impose on its subconsultants, respectively, the requirement to carry, for the duration of the Project, a Valuable Papers Insurance Policy until the work has been completed and accepted by the State. Said policy will assure the State that all records, papers, maps, statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or other cause. This policy shall provide coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.
- (e) Said coverages must be provided by an insurance company or companies satisfactory to the State, except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the State accept coverage provided under a municipal self insurance program. If requested by the State, the Second Party must provide evidence of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self insurance program. If such self-insurance coverage with respect to any insurance required herein is acceptable to the State, in its

sole discretion, then the Second Party shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

(f) Produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policy that are deemed by the insurer to be proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. The Municipality shall insert this required provision into its contracts or agreements with its Prime Contractor and/or Inspection Consultant, if applicable, and shall require its Prime Contractor and/or Inspection Consultant to insert this required provision into its (their) contracts or agreements with its (their) subcontractors and/or subconsultants.

(30) Comply with all the State and Federal Statutory and Administrative requirements incorporated herein by reference and set forth in Exhibit A attached hereto, and all Schedules attached hereto which are also hereby made a part of this Agreement.

ARTICLE II. THE STATE SHALL:

(31) Use apportionments made available to the State under the Act to reimburse the Municipality, the Federal share (one hundred percent (100%)) of the participating individual Project costs up to the maximum funding level approved for the Project. Any cost overruns will be the responsibility of the appropriate party in accordance with Article III., Paragraph (39) of this Agreement.

(32) Provide oversight services which may include, but not be limited to, material testing, administrative oversight, and liaison with other governmental agencies to ensure satisfactory adherence to State and Federal requirements.

(33) Assume maintenance responsibility for those State facilities constructed as part of this (these) Project upon "Acceptance" of the work by the State.

(34) Reserve the right to inspect all construction activities for the Project.

(35) Reimburse the Municipality for approved advertising, participating contract items and contingencies, inspection and administrative costs in accordance with the percentages depicted in Article II., Paragraph (31) and Article III., Paragraph (46) of this Agreement. Reimbursement will be made in the following manner:

(a) The Municipality, on a monthly basis, during active construction periods, shall submit to the State on an appropriate State voucher form with supporting data, the cost of services rendered and expenses incurred for the billing period. Municipal costs shall be limited to the actual payroll for the Project, fringe benefits associated with payroll and approved direct cost charges for the Project.

(b) Upon review and approval of the voucher by the State, payment of the reimbursement portion of said costs and expenses will be made to the Municipality.

(36) Upon written notice, the State in its sole discretion may, suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience. Any such suspension, postponement or termination shall be effected by delivery to the Municipality of a written notice specifying the extent to which performance of work under the Agreement is being suspended, postponed or terminated, and the date upon which such action shall be effective.

If the State terminates this Agreement, the State shall reimburse the Municipality at the contract unit prices for the actual number of units or items of work completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed. No claim for loss of overhead or anticipated profits shall be allowed.

When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices for its related expenses, the State may consider reimbursing the Municipality for such expenses.

Materials obtained by the Municipality or its contractor for the Project, that have been inspected, tested as required, and accepted by the State, and that have not been incorporated into the physical Project, shall be purchased from the contractor at actual cost as shown by receipted bills; to this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the State, as shown by actual cost records. The Municipality shall be reimbursed by the State for such costs of the material, and the State at its discretion, will determine which material will become the property of the State.

Termination of this Agreement shall not relieve the Municipality or its Project contractor of their responsibilities for the completed work, nor shall it relieve the contractor, their surety or the Municipality of its obligations concerning any claims arising out of the work performed or any other obligations existing under the Project bonds or Project insurance required by the Connecticut General Statutes or by this or any other agreement with the State or the Municipality.

(37) Nothing herein shall be construed as a waiver of the State's sovereign immunity.

ARTICLE III. THE STATE AND MUNICIPALITY MUTUALLY AGREE:

(38) That if the Municipality fails to fulfill its responsibility in regard to Article I., Paragraphs (23) and (25) of this Agreement, such failure will disqualify the Municipality from Federal-aid participation on future projects for which the Municipality has maintenance responsibility.

(39) (a) That any cost increase over the amount indicated in Article III., Paragraph (46) Item "C" shall be the responsibility of the Municipality.

(b) That any cost increase over the amount indicated in Article III., Paragraph (46) Item "F" shall be the responsibility of the Municipality should additional funding not be available. Should additional funding become available, it may be provided under a supplemental agreement.

(40) That the Municipality shall be responsible for one hundred percent (100%) of the total cost of all Federal-aid non-participating contract item(s), including any incidentals to construction cost, which have been specifically requested by the Municipality that are considered by the State to be nonessential for the Project. The percentage derived from the ratio of the total incidentals to construction cost to the total contract items, as determined by a post-construction audit, will be used to determine the incidentals to construction cost for the Federal-aid non-participating items.

(41) That the final payment by the Municipality to the State or by the State to the Municipality shall be based upon the actual participating construction costs as determined by a post-construction audit performed by the State, using percentages and funding procedures established in this Agreement. The Municipality is also required to perform an audit in accordance with Exhibit A, Paragraph (11).

(42) That before completion of the construction phase of the Project, the Municipality shall notify the State in writing of the semi-final and final inspection date(s). Subsequent to the State's acceptance of such date(s), the Municipality, in concert with the State, shall perform the semi-final and final inspections of the Project.

(43) That the State is hereby authorized to provide written notice to the FHWA of the acceptance of the Project by both the Municipality and the State. It is further understood that this acceptance shall not be given prior to the final inspection of the Project by the State.

(44) That any Official Notice from one such party to the other such party, in order for such notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

(i) When the State is to receive such Notice -

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

(ii) When the Municipality is to receive such Notice -

The Honorable Bill Finch
Mayor
999 Broad Street
Bridgeport, Connecticut 066043;

(b) Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such notice; and

- (c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

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

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

(45) That upon final inspection by the Municipality and the State, the Municipality shall submit to the State, within one hundred twenty (120) calendar days, those materials described in the "Municipality Manual – Connecticut Department of Transportation, Bureau of Engineering and Highway Operations, Office of Construction, 2007," as revised, under the "Project Finals Check List." Upon receipt and approval of those materials, which include signed "CON 100M", "CON 500M" and "CON 501M" forms, the State will release retainage in accordance with the terms in the Construction Engineering and Inspection Agreement between the Consultant and the Municipality and the Connecticut Department of Transportation Municipality Manual concerning retainage for the Municipality's Contractor.

If the Municipality fails to fulfill its responsibilities in regard to the submission of materials referred to above, the State may exercise its option to take over or supplement the administration of the Project, as previously described under Article I., Paragraph (14) of this Agreement.

(46) That the total estimated cost for the construction phase of the Project is set forth below:

The maximum amount of reimbursement to the Municipality under the terms of this Agreement is One Million One Hundred Twenty-two Thousand Eight Hundred Dollars (\$1,122,800).

A.	Contract Items and Contingencies.....	\$ 960,000
B.	Incidentals to Construction-Municipal Services.....	\$ 162,800
C.	Total Municipal Cost (A+B).....	\$ 1,122,800
D.	Incidentals to Construction- State Materials Testing.....	\$ 5000
E.	Incidentals to Construction- State Administrative Oversight & Audits.....	\$ 72,200
F.	Total Incidentals to Construction-State (D+E).....	\$ 77,200
G.	Total Construction Cost (C+F)	\$ 1,200,000
H.	Federal Share of the Total Construction Cost (100% of G).....	\$ 1,200,000
I.	Maximum Amount of Reimbursement to the Municipality (100% of C).....	\$ 1,122,800
J.	Demand deposit required from the Municipality for depreciation reserve credit in accordance with Article I., Paragraph (15) of this Agreement.....	\$ 0

(47) That this Agreement is not an authorization for the Municipality to provide goods or begin performance in any way. The Municipality may provide goods or begin performance only after it has received a duly issued Purchase Order against the Agreement. A Municipality providing goods or commencing performance without a duly issued Purchase Order in accordance with this Article III., Paragraph (47) does so at the Municipality's own risk.

The State shall issue a Purchase Order against the Agreement directly to the Municipality and to no other party.

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year indicated.

WITNESSES:

STATE OF CONNECTICUT
Department of Transportation
Joseph F. Marie, Commissioner

Name:

By _____ (Seal)

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

Name:

Date: _____

CITY OF BRIDGEPORT

Name:

By _____ (Seal)

The Honorable Bill Finch
Mayor

Name:

Date: _____

EXHIBIT A
and Schedules 1-10

THE MUNICIPALITY AGREES:

- (1) The Agreement is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. If applicable, the Agreement is subject to 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. All Executive Orders referenced herein are incorporated into this Agreement and are made a part of the Agreement as if they had been fully set forth therein. At the Municipality's request, the State shall provide a copy of these Orders to the Municipality.
- (2) To acknowledge and agree to comply with the policies set forth in Exhibit A, Schedule 6 (attached herewith), "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007.
- (3) To acknowledge and agree to comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax Exhibit A, Schedule 7 (attached herewith), "Governmental Agency Exemption Certificate."
- (4) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not 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.
 - (a) The signature on the 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 Agreement, been convicted of or had a civil judgement rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of

federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(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

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

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

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

(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) That as a condition to receiving federal financial assistance under the Contract/Agreement, if any, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the Title VI Contractor Assurances set forth in Exhibit A, Schedule 8 (attached herewith)

(6) Certification for Federal-Aid Contracts-(For contracts exceeding \$100,000):

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

(a) 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.

(b) 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 Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. If applicable, Exhibit A, Schedule 9 (attached herewith), Disclosure Form-LLL shall be completed and submitted with the Bid, Agreement, Contract, and/or Proposal.

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

The Municipality also agrees by submitting its Bid, Agreement, Contract, or Proposal that it 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) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the 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 Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the 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 Agreement.

(8) Reporting Requirements for the American Recovery and Reinvestment Act of 2009:

For the purposes of this Paragraph (5), "Contractor" means any prime contractor, consulting engineer, or other entity contracting with the State of Connecticut Department of Transportation ("DOT") or a Municipality undertaking a project ("Project") funded under the American Recovery and Reinvestment Act of 2009 ("Act"). Additionally, to the extent that a Municipality is employing its own staff to undertake work on the Project, solely with respect to such work by its staff, the Municipality itself is likewise subject to the requirements herein that are imposed on the Contractor. A Project undertaken by a Municipality is identified herein as a "Municipality-administered Project," and a Project undertaken by DOT is identified herein as a "DOT-administered Project."

A. The Contractor agrees to accurately and timely record and report, in accordance with the requirements of the Act and additional guidelines, policies and regulations issued or promulgated pursuant to the Act, information regarding jobs or positions created or retained in Connecticut, the United States and outlying areas as a result of funding provided through the Act for the Project, including, but not limited to, the following requirements:

1. The Contractor shall accurately complete and submit to DOT or the Municipality, as applicable, on a monthly basis from commencement through completion of its work on the Project, an employment report using Form FHWA-1589 available at: <http://www.fhwa.dot.gov/economicrecovery/forms/fhwa1589.xls> ("Monthly Employment Report").

2. No later than seven (7) calendar days after the last calendar day of the month being reported ("Seven Day Submission Requirement"), the Contractor shall:

(i) With respect to DOT-administered Projects, submit the completed Monthly Employment Report in Microsoft Excel file format to DOT by e-mail to: Theodore.Szymanski@ct.gov, with a copy to Philip.Scarozzo@ct.gov; and also submit a hard copy, to the applicable DOT District office for inclusion in the Project file, signed by an authorized representative of the Contractor;

(ii) With respect to Municipality-administered Projects, submit the completed Monthly Employment Report in Microsoft Excel file format to the Municipality's designated employee by email or other electronic means as instructed by the Municipality; and

(iii) Provide a consistent filename for each Monthly Employment Report in the format ContractNumberMonthYear.xls (e.g., #####MAY09.xls);

3. Each of the Contractor's subcontractors and second-tier subcontractors shall submit an employment report using Form FHWA-1589 ("Monthly Subcontractor Employment Report") in Microsoft Excel file format to the Contractor on a monthly basis within sufficient time to enable the Contractor, in turn, to submit such Monthly Subcontractor Employment Report(s) to DOT or the Municipality, as applicable, by the Contractor's Seven (7) Day Submission Requirement. Failure by the collective subcontractors to timely submit such Monthly Subcontractor Employment Report(s) to the Contractor does not excuse the Contractor's obligation to submit its Monthly Employment Report within the required time.

B. Receipt of funds pursuant to the Act under this Contract is contingent upon the Contractor meeting the reporting requirements of this Contract and any additional reporting requirements of the Act as may be required by the appropriate federal agency through its issuance of guidelines or promulgation of regulation(s).

1. The Contractor agrees that at any time during the Project, the Federal Highway Administration ("FHWA") and/or DOT, after notice, may change the reporting requirements herein. In that event, the Contractor and its subcontractor(s) and second-tier subcontractor(s) shall comply with such requirements.

2. DOT or the Municipality may take any action that FHWA authorizes for non-compliance with the reporting requirements set forth in Section B above.

C. The Contractor agrees to comply with Sections 1605 and 1606 of the Act and any additional federal guidelines or regulations issued or promulgated thereunder.

D. The following language is made a part of this Contract and shall be made part of all subcontracts and second tier subcontracts:

1. Access of United States Government Accountability Office, Section 902 of Title IX of Division A of the Act. Pursuant to Section 902 of Title IX of Division A of the Act, the United States Comptroller General and its representatives may:

(a) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such Contract, that directly pertains to, and involve transactions relating to, the Contract or Subcontract; and

(b) interview any officer or employee of the Contractor or any of its subcontractors, or of any State or local government agency administering the Contract, regarding such transactions.

Nothing in Section 902 shall be interpreted to limit or restrict in any way any other statutory or regulatory authority of the United States Comptroller General.

2. Office of the Inspector General's Authority, Section 1515 of Title XV of Division A of the Act.

Pursuant to Section 1515, of Title XV of Division A of the Act, the United States Office of the Inspector General or any of its representatives may:

(a) examine any records of the Contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such Contract, that pertain to, and involve transactions relating to the Contract, subcontract, grant, or subgrant; and

(b) interview any officer or employee of the Contractor, grantee, subgrantee or agency regarding such transactions.

Nothing in Section 1515 shall be interpreted to limit or restrict in any way any other statutory or regulatory authority of the Inspector General.

3. Whistleblower Protections. Section 1553 of Title XV of Division A of the Act prohibits all non-federal recipients of Act funds from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of (1) gross mismanagement of a contract or grant relating to Act funds; (2) a gross waste of Act funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Act funds; (4) an abuse of authority related to implementation or use of Act funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Act funds. The recipient of Act funds must post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the Act.

4. False Claims Act. The recipient of Act funds shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor,

sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

(9) 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.

(a) 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.

(b) STATE SINGLE AUDIT: Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$100,000 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 \$100,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the audit report must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The audit report 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 audited Municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, ConnDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the audit report. Federal and State programs/grants should be listed separately. (See Exhibit A, Schedule 10, attached herewith entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between project expenditures identified by the auditor and those amounts approved and/or paid by the State must be reconciled and resolved immediately.

Except for those projects advertised by the State, the Municipality agrees that all fiscal records pertaining to a Project shall be maintained for seven (7) years after issuance of a Project's certification of acceptance or three (3) years after receipt of the final Federal payment, whichever is later, provided there is no pending litigation. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books,

computations, contractor's payrolls, EEO/AA records/reports, and any other Project-related records. Such records will be made available to the State and/or Federal Auditors upon request. The audited Municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of three (3) years from the date of the Audit Report.

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

(10) When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Contract/Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated March 3, 2009, as may be amended from time to time, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors 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 contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

SPECIAL PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISES
FOR FEDERAL FUNDED PROJECTS

(For Municipal Advertised and Awarded Projects Only)

Revised – February 26, 2009

NOTE: Certain of the requirements and procedures stated in this Special Provisions are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "ConnDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a prime contractor, consultant, second party or any other entity doing business with or engaged by the Municipality or, as the context may require, with or by another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
 - 1. That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which fifty-one percent (51%) of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 - "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.
- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.
- B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.
- D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.
- E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by organizations other than the designated DBE.
- F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal that were made during the performance of the Contract. Documentation is to include, but not be limited to the following:
 1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by DBEs in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit bids with ConnDOT certified DBEs, including the names, addresses, dates and telephone numbers of each DBE contacted, and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
 3. Provide a detailed statement for each DBE that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.
 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Municipality requires the following:

- A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.
 - B. The DBE contract goal percentage for the Project is 10 (Construction) and 0 (Construction Inspection). The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under contract in accordance with 49 CFR Part 26, Subpart C Section 26.55, as revised. Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.
- If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.
- C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the

bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

- D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Municipality with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
 2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be submitted.
 3. A statement addressing any special arrangements for manpower.
- E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.
- F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.
- G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate DBE is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.
- I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.
- J. Each contract that the Municipality signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient*

or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Municipality with:
1. An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

- A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:
1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the

Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. DBEs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the DBE goal. Application form for Review of Pre-Award Good Faith Efforts is attached hereto.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ComnDOT initiating unit for submission to the ComnDOT Division of Contract Compliance. ComnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ComnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ComnDOT initiating unit for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.**
- D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the DBE goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE Contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the Contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the Contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

**AFFIDAVIT FOR THE UTILIZATION OF
MATERIAL SUPPLIERS OR MANUFACTURERS**

This affidavit must be completed by the Municipality Contractor's DBE notarized and attached to the Contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE Contract requirements; failure to do so will result in not receiving credit towards the Contract DBE requirement.

State Project No.
Federal Aid Project No.
Description of Project

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (DBE person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (DBE person, firm, association or organization)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(DBE person, firm, association or organization)

contractual responsibility for the provision of the materials and/or supplies sought by _____
(Municipality Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as require the seal; that _____, who signed said instrument on behalf of the Organization, was then _____ of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within the scope of its organizational powers.

(Signature of Person Certifying) (Date)

SPECIAL PROVISIONS
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

(For Municipal Advertised and Awarded Projects Only)

Revised – February 26, 2009

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "ConnDOT" means the Connecticut Department of Transportation.
- B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- D. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision a lease for equipment or products is also considered to be a Contract.
- E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.
- F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
 - 1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
 - 2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

- I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).
- J. "Small Business Participation Pilot Program" means small businesses certified as a Disadvantaged Business Enterprise (DBE) firms by the Connecticut Department of Transportation; firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; firms certified by the United States Small Business Administration (USBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).
- K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
 2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - vi. Women;
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

II. GENERAL REQUIREMENTS

- A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality deems appropriate.
- B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.
- D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria;
1. Certified as a Disadvantaged Business Enterprise (DBE) firm by the Connecticut Department of Transportation;
 2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
 3. Certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB firm;
 4. Certified by the USSBA as a HUBZone firm; or
 5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).
- E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.
- F. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
 2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
 4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.
 5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.
- G. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.
- H. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.
- I. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

- A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.
 - B. The SBPPP contract goal percentage for the Project _____ (Construction) and _____ (Construction Inspection). The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. **Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.**
- If the Contractor does not document commitments, by the subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.
- C. Within seven (7) days after the bid opening, the apparent low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPP(s) it will use to achieve the goal indicated in III-B.

The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

If the Contractor does not document commitments by the subcontracting and/or procurement of material and/or services that equal the goal, the Contractor must submit a request for Good Faith Effort consideration along with the proposed SBPPP commitments.

- D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal Contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The Contractor must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
 2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the Rental Agreement must be submitted.
 3. A statement addressing any special arrangements for manpower.
- E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its Contract, or is overextended on other jobs. **The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change.** Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.
- F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.
- G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.
- H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

- I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to the SBPPP for the current quarter and to date.
- J. Each contract that the Municipality signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

IV. MATERIAL SUPPLIERS OR MANUFACTURERS

- A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with:
 1. An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
 2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.
- B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.
- C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, Department of Transportation or Contractor.

V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

- A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:
 1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
 2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies,

provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

VI. BROKERING

- A. Brokering of work by SBPPPs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- B. SBPPPs involved in the brokering of subcontract work that they were approved to perform may be decertified.
- C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

- A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ComDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. Application form for Review of Pre-Award Good Faith Efforts is attached hereto.

The application must include the following documentation:

1. a statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. a statement setting forth all parts of the Contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to SBPPPs;
5. a statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. copies of letters received from SBPPPs in which they declined to bid;

8. a statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

- B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT initiating unit for submission to the ConnDOT Division of Contract Compliance. ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.
- C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written decision on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's decision is final. **If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.**
- D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

APPENDIX A TO 49 CFR PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a Contract goal on a DOT-assisted Contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by SBPPP firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a SBPPP goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBPPP participation, even if they were not fully successful.
- II. In any situation in which you have established a Contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain SBPPP participation sufficient to meet the SBPPP Contract goal. Mere pro forma efforts are not good faith efforts to meet the SBPPP Contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a Contract goal (i.e., obtain a specified amount of SBPPP participation) in order to be awarded a Contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain SBPPP participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SBPPPs who have the capability to perform the work of the Contract. The bidder must solicit this interest within sufficient time to allow the SBPPPs to respond to the solicitation. The bidder must determine with certainty if the SBPPPs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by SBPPPs in order to increase the likelihood that the SBPPP goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units to facilitate SBPPP participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

- C. Providing interested SBPPPs with adequate information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation.
- D. (1) Negotiating in good faith with interested SBPPPs. It is the bidder's responsibility to make a portion of the work available to SBPPP subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBPPP subcontractors and suppliers, so as to facilitate SBPPP participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBPPPs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBPPPs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBPPP subcontractors, and would take a firm's price and capabilities as well as Contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBPPPs is not in itself sufficient reason for a bidder's failure to meet the Contract SBPPP goal, as long as such costs are reasonable. Also, the ability or desire of a prime Contractor to perform the work of a Contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime Contractors are not, however, required to accept higher quotes from SBPPPs if the price difference is excessive or unreasonable.
- E. Not rejecting SBPPPs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the project goal.
- F. Making efforts to assist interested SBPPPs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- G. Making efforts to assist interested SBPPPs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- H. Effectively using the services of available minority/women community organizations; minority/women Contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBPPPs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the Contract. For example, when the apparent successful bidder fails to meet the Contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average SBPPP participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

**AFFIDAVIT FOR THE UTILIZATION OF
MATERIAL SUPPLIERS OR MANUFACTURERS**

This affidavit must be completed by the Municipality Contractor's SBPPP notarized and attached to the Contractor's request to utilize a SBPPP supplier or manufacturer as a credit towards its SBPPP Contract requirements; failure to do so will result in not receiving credit towards the Contract SBPPP requirement.

State Project No.
Federal Aid Project No.
Description of Project

I, _____, acting in behalf of _____
(Name of person signing Affidavit) (SBPPP person, firm, association or organization)
of which I am the _____ certify and affirm that _____
(Title of Person) (SBPPP person, firm, association or organization)

is a certified Connecticut Department of Transportation SBPPP. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that _____ will assume the actual and
(SBPPP person, firm, association or organization)
contractual responsibility for the provision of the materials and/or supplies sought by _____
(Municipality Contractor)

If a manufacturer, I produce goods from raw materials or substantially alter them before resale, or if a supplier, I perform a commercially useful function in the supply process.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Organization or Firm)

(Signature & Title of Official making the Affidavit)

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

Notary Public (Commissioner of the Superior Court)

My Commission Expires

CERTIFICATE OF CORPORATION

I, _____, certify that I am the _____ (Official)
of the Organization named in the foregoing instrument; that I have been duly authorized to affix the seal of the Organization to such papers as
require the seal; that _____, who signed said instrument on behalf of the Organization, was then _____
of said Organization; that said instrument was duly signed for and in behalf of said Organization by authority of its governing body and is within
the scope of its organizational powers.

(Signature of Person Certifying) (Date)

Schedule 3

CON-100M Rev. 02/07
[Replacing Con - 82 / 58]

State of Connecticut
Bureau of Engineering & Highway Operations
Office of Construction

Contract No. _____
Project No(s). _____
Fed. Aid No(s). _____
Date CON-100M Prepared _____

CONTRACT STATUS

Town : _____

Full Description
including crossroads : _____

Project Limits : (From) : _____ Start _____ (To) : _____ End _____

Contract Awarded on : _____ To : _____

Ordered to Start on : _____

Inspector : _____ Job Tel.: _____

Final Maint. Responsibility : _____ Date closed to traffic _____
Date open to traffic _____

Status of Contract (Check One)	Active <input type="checkbox"/>	Suspended <input type="checkbox"/>	Resumed <input type="checkbox"/>	Completed <input type="checkbox"/>
Date				

Municipal Official _____ on _____

- cc:
Construction Division Chief/Finals Section (Original)
Manager of Bridge Safety -
Manager of Inventory & Forecasting -
Director of Research & Materials (Completion Only) -
Office of Construction - Examiner's Supervisor -
District Finals Chief
MSAT File
Town of



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-30

April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency...." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or de facto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

A handwritten signature in black ink, appearing to read "Stephen E. Korta, II".

Stephen E. Korta, II
Commissioner



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary
Office of Policy & Management

Michael W. Kozlowski

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour

A. Corporations Principal is defined as follows:

- a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
- b. A principal may also work on the contract in the "employee" classification, for example, as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.

2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.

3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.

4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.



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

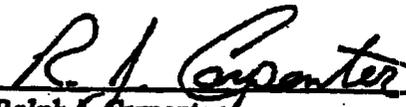
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training 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



Agreement No. _____

STATE OF CONNECTICUT

DEPARTMENT OF REVENUE SERVICES

25 SIGOURNEY STREET

HARTFORD, CONNECTICUT 06106

GOVERNMENTAL AGENCY EXEMPTION CERTIFICATE

"I HEREBY CERTIFY: that this agency is exempt pursuant to § 12-412 (1) of the Connecticut General Statutes, that the tangible personal property described herein which I shall purchase or lease or the service(s) which I shall purchase from:

_____ will be used exclusively by this governmental agency for the purposes for which it is organized and will not be resold. If a sale of meals to this agency is involved, I certify that this agency neither has been nor will be reimbursed in any manner, by donations, sales of tickets or otherwise, by the consumers of the meals for the price of such meals.

Description of property or service(s):

Purchaser State of Connecticut, Department of Transportation
Name of Agency

By _____ Title _____

Address 2800 Berlin Turnpike, P.O. Box 317546
Newington, Connecticut 06131-7546

Dated _____

at Newington, Connecticut

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.

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below the agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE (1) (PE,ROW,CONST,CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING(PE), RIGHTS OF WAY(ROW), CONSTRUCTION(CONST) CONSTRUCTION ENGINEERING(CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM/GRANT EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE,ROW,CONST,CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING(PE), RIGHTS OF WAY(ROW), CONSTRUCTION(CONST) CONSTRUCTION ENGINEERING(CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM/GRANT EXPENDITURES.

***103-08 Consent Calendar**

Appointment of Abel F. Chaparro (D) to the Board of Assessment Appeals.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted: October 5, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

*103-08 CONSENT CALENDAR

RESOLVED, That the following named individual be, and hereby is, appointed to the Board of Assessment Appeals in the City of Bridgeport and that said appointment, be and hereby is, approved, ratified and confirmed.

NAME

TERM EXPIRES

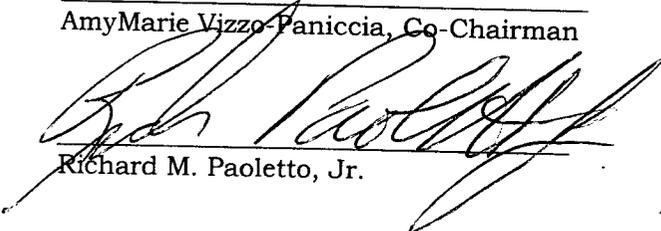
Abel F. Chaparro (D)
40 Alexander Drive
Bridgeport, CT 06606
Replaces: Sandra Frew

December 31, 2011

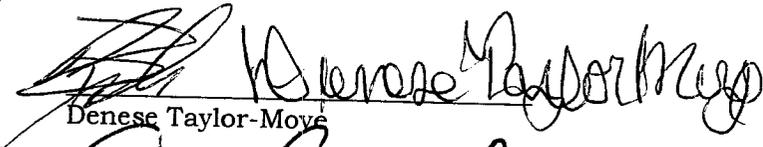
RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

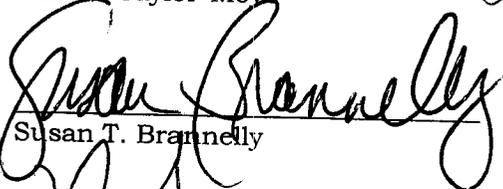


Richard M. Paoletto, Jr.

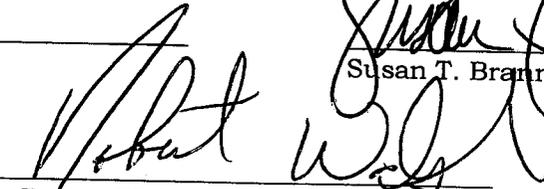


Denese Taylor-Move

Daniel Martinez



Susan T. Brannelly



Robert Walsh

Council Date: October 5, 2009

***152-08 Consent Calendar**

Revision to portions of Civil Service Commission Rules
II and III.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: October 5, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

***152-08 Consent Calendar**

RESOLVED, That in accordance with City Charter Chapter 17, Section 206(a), the attached changes to the Civil Service Rules II and III be, and hereby are, approved, ratified and confirmed

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.

Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert Walsh

Council Date: October 5, 2009

Proposed changes to Civil Service Rule II and III

RULE II. APPLICATIONS

1. No person shall be admitted to an examination for any class of positions in the classified service, until he shall have filed an application under oath upon a form prescribed by the commission and accompanied by such certificates or other material as may be prescribed.

The time within which applications to take the examination for any class of positions will be received shall be fixed by the personnel director and stated on the public announcement of each examination. In no case shall such a period be less than ten days.

Add the following text (underlined)

The Personnel Director will seek information about an applicant's criminal history. Questions about an applicant's criminal history will be asked on a document that is to be completed after the applicant is determined to have met the minimum requirements for the examination and has been declared by the Personnel Director to be otherwise eligible to take the examination. The disclosure of criminal history must be done on a form separate from the initial application form and must be signed by the applicant. The initial application form will contain a disclosure that criminal history information will be sought later in the application or examination process and that criminal history information will be evaluated at that time.

~~2. Every applicant for examination must be a citizen of the United States.~~ **Eliminate the preceding sentence & replace it with the following underlined text:**

2. The laws of the United States and the State of Connecticut will be followed as they address citizenship requirements for employment.

Eliminate all of part 3 shown below and renumber.

~~3. Within the limitations prescribed in the following paragraph and in Section Two of the civil service provisions of the charter, the commission shall have power to establish the residence requirement for any examination for any class of positions in the classified service, except that of teacher. Residence requirements for examinations for teachers shall be determined by the superintendent of schools with the approval of the board of education.~~

Delete the whole preceding paragraph.

~~No person shall be admitted to an examination for any class of positions in the classified service who has not been a bona fide resident of the city of Bridgeport for at least twelve consecutive months immediately prior to the date of the examination; provided that such requirement of residence may be suspended by the commission as to any class or classes of positions requiring high professional, scientific or technical qualifications, or in cases where through low compensation for services such a requirement is disadvantageous to the public interests, but all such cases with the reasons therefore, shall be reported in the annual report of the commission to the mayor.~~

Delete the whole preceding paragraph.

Note: the provisions for residency points for Bridgeport residents currently provided for under Civil Service Rule XV will remain in effect.

3. No application for examination shall be accepted, unless the applicant is within the age limitations fixed by the commission for entrance to the class or position to which he seeks to be appointed or promoted, provided, however, that age limitations for examinations for teachers shall be determined by the superintendent of schools with the approval of the board of education.

4. The personnel director shall notify in writing any person whose application is rejected specifying the cause for the rejection. Upon receiving a written request from any person whose application is rejected the commission may give him an opportunity to show cause why such application should not be rejected, but announced examinations shall not be postponed or delayed for this reason.

RULE III. EXAMINATIONS

Add the following text (underlined) & renumber as shown:

4. After applicants have completed the initial application for examination, the Personnel Director will require candidates who are determined to be eligible for the examination to provide a complete criminal history on forms to be provided by the Bridgeport Civil Service. The Personnel Director will determine at what point in the examination process that the criminal history information will be gathered for each examination process. The Personnel Director will weigh the following factors in determining whether to remove an applicant with a criminal conviction from the examination process or from the employment list or from employment: the nature and seriousness of the offense; time elapsed since the conviction; age when convicted; the degree to which the conviction is related to the duties and responsibilities of the job and the bearing the conviction has on the applicants' fitness and ability to perform such duties and responsibilities; evidence of rehabilitation and the interest of the City in protecting property and the welfare and safety of the public and employees.

Failure to fully disclose a criminal history, except as allowed by Connecticut or federal law, may result in disqualification from the exam process or termination of employment.

The Personnel Director shall have authority to administer these provisions and to make decisions concerning whether to disqualify a candidate or employee. Candidates may appeal the Personnel Director's decisions to the Civil Service Commission. In order to file such an appeal the candidate must notify the Personnel Director in writing within ten (10) days of notification of disqualification by the Personnel Director. The Commission shall have the authority to grant the appellant such relief as the Commission deems appropriate or to deny the appeal.

5. Where written examinations are required, they shall be so managed that no examination papers will disclose the name or identity of any applicants until the examination papers shall have been marked. The personnel director shall make the necessary provisions in connection with the conduct of examinations for such concealment.

Any competitor in any written examination who places any mark on his examination papers that will disclose his identity may be deprived of all benefits under such examination.

6. Each examination shall be rated on a scale of 100 and the relative weights of the different subjects shall be determined by the personnel director and set forth in the public announcement of the examination, provided, however, that the relative weights of the different subjects in examinations

for teacher shall be determined by the superintendent of schools, with the approval of the board of education.

In order to pass any examination, a competitor is required to attain a percentage of 75 or over in each of the subjects which, pursuant to the public announcement, comprise the entire examination. The word "subjects" as used in this section shall mean the publicly announced component parts or divisions of any examination.

Suit Settlement for Ruby Grant

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: October 5, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

***157-08 Consent Calendar**

WHEREAS, A lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation discloses the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, Negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

<u>NAME</u>	<u>ATTORNEY</u>	<u>CAUSE/INJURY</u>	<u>SETTLEMENT</u>
Ruby Grant	Rodie&Connolly, Esq.	Negligence /Slip & Fall	\$60,000.00

BE IT FURTHER RESOLVED, that the amount set forth as above is paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket number in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorney until the City Attorney has been furnished with a full release and discharge in writing, approved by the City Attorney or Deputy City Attorney.



Report of Committee on Miscellaneous Matters

157-08 Consent Calendar

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.

Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert S. Walsh

Council Date: October 5, 2009

***169-08 CONSENT CALENDAR**

Request to increase the size of the Public Information Signs for notice of applications pending before the Planning and Zoning Commission and Zoning Board of Appeals.

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: October 5, 2009

Adopted: _____

Attest: _____

[Handwritten Signature]

City Clerk

Approved _____

Mayor



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:

***169-08 Consent Calendar**

RESOLUTION

Resolution relative to the size and detail of the Public Information Notice Signs used for Planning and Zoning Commission and Zoning Board of Appeals application notices.

WHEREAS, notification of an application pending before the Planning and Zoning Commission and Zoning Board of Appeals includes a sign displayed at the property of the pending application.

WHEREAS, City of Bridgeport Zoning Regulations Article 14, Section 14-8 provides general guidelines for display of the Public Information Notice Sign

WHEREAS, the Public information Notice Signs give notice of a public hearing as required by Zoning Regulations

Be it resolved that the Public Information Notice Signs for notice of applications pending before the Planning and Zoning Commission and Zoning Board of Appeals be increased to 22" x 24" or larger to be more visible and include Zoning Department contact information and a brief description of the request.



Report of Committee on Miscellaneous Matters
169-08

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.

Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert Walsh

Council Date: October 5, 2009

***175-08 Consent Calendar**

Settlement of Miscellaneous claims and Lawsuit for
ABCD, Inc.

**Report
of
Committee
on**

Miscellaneous Matters

Submitted: October 5, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

***175-08 CONSENT CALENDAR**

WHEREAS, A lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation discloses the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

WHEREAS, the City of Bridgeport ("City") and ABCD, Inc have several litigation matters pending in the Bridgeport Superior Court; and

WHEREAS, the City of Bridgeport and ABCD, Inc. are mutually desirous of settling all outstanding legal issues to the benefit of both parties;

Now, therefore be it resolved that the office of the City Attorney is hereby expressly authorized to settle certain litigation pertaining to three (3) sites, upon the terms and condition as set forth hereinafter:

1. 354 and 368 Main Street Property

ABCD, Inc. will accelerate the court ordered law day on the properties located at 354 and 360 Main Street (*Little Liberia*), and will allow title to vest in the City of Bridgeport. Thereafter, the City will convey these properties for purposes of historic preservation to a third-party non-profit or historical society of its choosing for the sum of \$1,000.00.

The purchaser will be permitted 36 month following the date of conveyance or by December 31, 2012, whichever first occurs to rehabilitate the properties to a condition reasonably satisfactory to the City, while preserving the historic significance of these properties. Real estate taxes will immediately accrue until rehabilitation commences on the property. Rehabilitation will be deemed to have commenced upon issuance of a building permit.

The purchaser at the time of closing shall deliver a quitclaim deed to the City that will be held in escrow. In the event that the rehabilitation is not satisfactorily completed and a certificate of occupancy issued in a timely manner, the City will record such deed, title will re-vest in the City, and the City will be free to dispose of the properties to another entity.

2. 816 Fairfield Avenue Property

The City's foreclosure of the real property located at 816 Fairfield Avenue will be withdrawn for consideration of a payment of \$35,000.00. Payment in full will expunge all outstanding taxes accrued to date.

3. 460 Lafayette Street Property

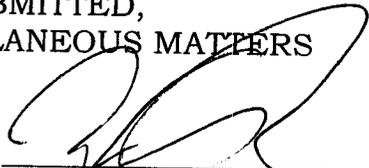
The real property located at 460 Lafayette Street will be conveyed to ABCD, Inc. for consideration of \$1,000.00. ABCD, Inc. at the time of closing shall deliver a quitclaim deed to the City that will be held in escrow. In the event the property ceases to be used by AVCD, Inc. for early child daycare and development, the City will record such deed, title will re-vest in the City, and the City will be free to dispose of the property to another entity.

This Agreement will be recorded on the land records of the City of Bridgeport. Adopted the 5th day of October, 2009.

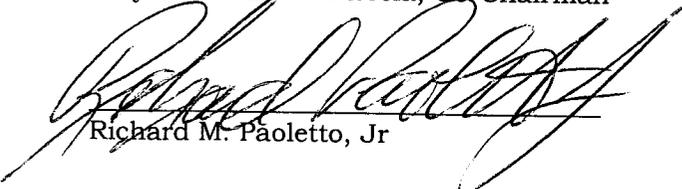
BE IT FURTHER RESOLVED, that the amount set forth as above is paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket number in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorney until the City Attorney has been furnished with a full release and discharge in writing, approved by the City Attorney or Deputy City Attorney.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman



Warren Blunt, Co-Chairman

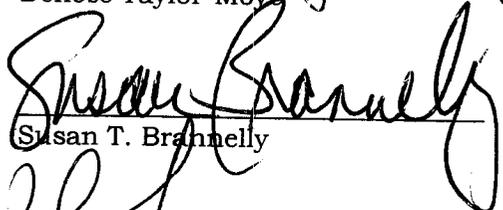


Richard M. Paoletto, Jr



Denese Taylor-Moye

Daniel Martinez



Susan T. Brannelly



Robert S. Walsh

Request concerning the use of students to perform routine maintenance functions throughout the city.
DENIED

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: October 5, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

171-08

RESOLVED, that resolution 171-08 as proposed concerning the use of students to perform routine maintenance functions throughout the city be, and it hereby is, **DENIED**.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.

Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert Walsh

Council Date: October 5, 2009

177-08

Refund of Excess Payment

**Report
of
Committee
on
Miscellaneous Matters**

Submitted: October 5, 2009

Adopted: _____



Attest: _____

City Clerk

Approved _____

Mayor



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:

177-08

BE IT RESOLVED, That the Comptroller be, and hereby is authorized, empowered and directed to draw his warrants on the City Treasurer in favor of the following named person and for the amount set opposite said name, all in accordance with the recommendation of the Tax Collector.

<u>Name & Address</u>	<u>Reason</u>	<u>Refund</u>
Watermark 3030 Park LLC 3030 Park Avenue Bridgeport CT 06604	12-129	\$63,939.64

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.

Denes Taylor-Moye

Daniel Martinez

Susan T. Brammelly

Robert Walsh

Council Date: October 5, 2009



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:

*13-07 Consent Calendar (Laid Over Under the Rule) 1/7/08

*13-07 Consent Calendar for action (1/22/08)

13-07

BE IT RESOLVED, that City Council Rule XIII - References to Committees, be and it hereby is amended as follows:

14. In addition, each Committee is hereby expressly authorized (without the requirement of any prior referral of business via specific resolution or petition from the full City Council) to conduct informational meetings to collect (via documentation, testimony, or otherwise) data concerning, and to discuss, such general substantive areas of legislative business for which they have been assigned jurisdiction herein.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.

Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert Walsh

Council Date: January 7, 2008 (Laid Over Under the Rule)

Council Date: January 22, 2008 - Consent Calendar

Council Date: October 5, 2009



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:

***178-08 CONSENT CALENDAR**

WHEREAS, current rules allow to have 6 speakers address the City Council for a period of time not to exceed 5 minutes before the start of any council meeting; and

WHEREAS, current rules require that said speakers must register to speak with the City Clerk's office at least 5 days prior to said meeting; and

WHEREAS, it is common not to have all 6 time slots filled prior to publishing the City Council Agenda; and

WHEREAS, this extended time line prevents the public from addressing pressing issues that come to light after this arbitrary deadline

BE IT THEREFORE RESOLVED, that the City Council amends rule XXV to allow for speakers to sign up at 6:30 PM on the evening of the council meeting if all six slots have not been previously scheduled or in the event that a previously scheduled speakers fails to be present at the start of the Public Hearing Forum.

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON MISCELLANEOUS MATTERS

AmyMarie Vizzo-Paniccia, Co-Chairman

Warren Blunt, Co-Chairman

Richard M. Paoletto, Jr.

Denese Taylor-Moye

Daniel Martinez

Susan T. Brannelly

Robert Walsh

Council Date: October 5, 2009