

## AGENDA

### CITY COUNCIL MEETING

MONDAY, NOVEMBER 16, 2020

7:00 p.m.

This meeting will be conducted by teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

**Dial-In Number: (929) 436-2866**

**Meeting ID: 381 083 245**

Prayer

Pledge of Allegiance

Roll Call

#### **MINUTES FOR APPROVAL:**

Approval of City Council Minutes: October 5, 2020, October 19, 2020

#### **ITEMS FOR IMMEDIATE CONSIDERATION:**

- 201-19** Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management – Police and Community Violent Crime Reduction Partnership (#20280), **FOR IMMEDIATE CONSIDERATION.**

#### **COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

- 197-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation with Peter Diaz – Case #3:19-cv-1534 (VLB), referred to Miscellaneous Matters Committee.
- 198-19** Communication from Engineering re: Proposed On-call Bridge Inspection and Structural Engineering Professional Services Agreement with RHS Consulting Design, LLC; A. DiCesare Associates, P.C. and Wengell McDonnell & Costello, Inc., referred to Contracts Committee.
- 199-19** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection – Elton Rogers Park Dam – Ox Brook Rehabilitation (#0C482), referred to Economic and Community Development and Environment Committee.
- 200-19** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation – Seaview Avenue Corridor Project – Construction (#16311), referred to Economic and Community Development and Environment Committee.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES CONTINUED:**

- 202-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of James Quinn, referred to Miscellaneous Matters Committee.
- 203-19** Communication from City Attorney re: Proposed Workers' Compensation Stipulation in the Matter of David DeFeo, referred to Miscellaneous Matters Committee.
- 204-19** Communication from City Attorney re: Proposed Workers' Compensation Stipulation in the Matter of Robert Sapiro, referred to Miscellaneous Matters Committee.

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

- \*146-19** Ordinance Committee Report re: Resolution for the City Attorney to draft language to amend Municipal Code Ordinance, Chapter 2.36 – Officers' Salaries, Section 2.36.010 – Officers' and Unaffiliated Employee Salaries.
- \*185-19** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#21399).

*(Special Note: All items listed on the agenda can be found on the City Clerk's website within 24 hours of meeting: City Council Agendas/Minutes; City Council; 2019-2020; Full/Minutes/Size; 2020-11-16 pdf)*

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 16, 2020 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

**DIAL-IN NUMBER#: (929) 436-2866**  
**MEETING ID#: 381 083 245**

<b>NAME</b>	<b>SUBJECT</b>
Maria Pereira 85 Nutmeg Road Bridgeport, CT 06610	Repeated violations of the city charter by the council president, city clerk & deputy city clerk & Governor Lamont's Executive Order 7B, etc.
Colin Schlank 2759 Fairfield Avenue Bridgeport, CT 06605	Committee assignments, governance, violations of the city charter and city council rules.
Stanley Lord, President NAACP 1138 Hancock Avenue Bridgeport, CT 06605	Committee assignments, city charter, city council rules and governance.
Nichola Hall 105 Pond Street Bridgeport, CT 06606	Committee assignments, leadership, governance, city charter and city council rules.
Kelvin Ayala 333 State Street, Apt. 702 Bridgeport, CT 06604	Committee assignments, leadership and governance.
Maria Pires 45 Fleet Street Bridgeport, CT 06605	Committee assignments, governance and public speaking.
Helen Olga Losak 302 Bradley Street Bridgeport, CT 06610	Prepared statement to be read into the record on behalf of Jeff Kohut.
Sheresha Rainey 180A Yaremich Drive Bridgeport, CT 06606	Committee assignments and governance.
Andre Whaley 181 Wessels Avenue Bridgeport, CT 06610	Committee assignments and governance.
Harvey Allen Harvey's Kitchen 392 Granfield Avenue Bridgeport, CT 06610	Committee assignments and public speaking.

**CITY COUNCIL MEETING**

**PUBLIC SPEAKING FORUM**

**MONDAY, NOVEMBER 16, 2020**

**6:30 P.M.**

This meeting was conducted by Zoom/Teleconference.

**CALL TO ORDER**

Council President Nieves called the meeting of the City Council to order.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

- 130<sup>th</sup> District: Scott Burns, Matthew McCarthy
- 131<sup>st</sup> District: Denese Taylor-Moye, Jorge Cruz
- 132<sup>nd</sup> District:
- 133<sup>rd</sup> District: Jeanette Herron
- 134<sup>th</sup> District: Michelle Lyons
- 135<sup>th</sup> District: Rosalina Roman-Christy
- 136<sup>th</sup> District:
- 137<sup>th</sup> District: Maria Valle, Aidee Nieves
- 138<sup>th</sup> District: Maria Pereira
- 139<sup>th</sup> District: Eneida Martinez, Ernest Newton

RECEIVED  
 CITY CLERKS OFFICE  
 20 NOV 24 AM 10:13  
 ATTEST  
 CITY CLERK

Council President Nieves reviewed the rules for addressing the City Council and announced that there was a 3 minute time limit for each speaker.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 16, 2020 AT 6:30 P.M.**

<b><u>NAME</u></b>	<b><u>SUBJECT</u></b>
<b>Maria Pereira</b> 85 Nutmeg Road Bridgeport, CT 06610	Repeated violations of the City Charter by the Council President, City Clerk & Deputy City Clerk & Governor Lamont's Executive Order 7B, etc.

Council Member Pereira read the following statement into the record:

City Council President Nieves, thank you for elevating me in the eyes of many since your orchestrated coup removing me from all my committee assignments based on as you put it, my inability to work well with others. I have since received an outpouring of support from throughout Bridgeport and beyond.

I have received emails, text messages, phone calls and Facebook messages from residents throughout the City as well as Stratford, Fairfield, Trumbull, Norwalk and Stamford with many of these individuals being complete strangers praising me for always standing up for honesty, integrity and transparency in Bridgeport's governance and encouraging me to remain steadfast with a number of these strangers pledging to financially support my next campaign. I doubt you have been the recipient of similar feedback.

I also want to discuss the flagrant violations of Governor Lamont's Executive Order 7B, the City Charter & the City Council Rules which every one of my colleagues voted for as I was the only one that voted in opposition.

Governor Lamont's Executive Order 7 B specifically states "1. Suspension of In-Person Open Meeting Requirements "... to permit any public agency to meet and take such actions authorized by the law without permitting or requiring in-person, public access to such meetings, and to hold such meetings or proceedings remotely by conference call, videoconference or other technology, **provided that 2) any such meeting or proceeding is recorded or transcribed, and such recording or transcript shall be posted on the agency's website within seven (7) days of the meeting or proceeding...**"

Executive Order 7B doesn't state that "minutes" must be made available on the agency's website within 7 days; it specifically states a "recording or transcript" must be made available, yet the City Council President had the audacity to state that there are different kinds of "transcription." In what reality does the word "transcription" not mean "...the act or process of making a written, printed, or typed copy of words that have been spoken." Transcription means word for word. .

The City Charter Chapter 4- City & Town Clerks states the City Clerk, and in her absence the Deputy City Clerk, "**SHALL make and keep TRUE records of all the votes and proceedings of the city council...**" which is in all honesty is an absolute joke.

Chapter 4, Section 1.-Duties of the City Clerk specifically states "...the city clerk SHALL prepare the agenda for the meetings of the city council in the manner provided in the rules of the city council, yet the City Clerk has repeatedly violated City Council Rule XIII: Reference to Committees Section 12. Requiring all agenda items be filed by 4:30 PM the preceding Wednesday prior to a Regular City Council Meeting. The City Clerk has repeatedly violated this provision including the September 21<sup>st</sup> Regular Meeting

Agenda where TEN new agenda items were added on the Friday AFTER the Wednesday deadline.

City Council Rule XXV: Public Speaking Forum specifically states “*there SHALL be a public speaking forum before the City Council on EACH night the city Council meets in regular session...*” The public only has 22 opportunities per year to address the City Council on any topic important to them, yet the City Council President without any authorization from the City Council has repeatedly and unilaterally cancelled the Public Speaking Forum when she has no such authority to do so.

The only thing that Bridgeport residents can really count on is flagrant lawlessness, incompetence at every level of government, unethical, dishonest and corrupt behavior and being brazenly disrespected by those who are supposed to govern effectively.

If you want any level of credibility, you have to uphold the state statutes, City Charter, Ordinances, City Council Rules, etc., with fidelity. Not just when it suits your purpose.

The good news is I sincerely believe that there is light at the end of the tunnel as Mayor Ganim and those aligned with him will be ousted in 2023. That I feel absolutely confident of.

**Colin Schlank**  
2759 Fairfield Avenue  
Bridgeport, Ct 06605

Committee assignments, governance,  
violations of the City Charter and  
City Council Rules.

Council President Nieves announced Mr. Schlank was the next speaker. There was no response.

**Stanley Lord, NAACP President**  
1138 Hancock Avenue  
Bridgeport, CT 06605

Committee assignments, City  
Charter, City Council Rules  
and governance.

Mr. Lord greeted the Council Members and said that he was the NAACP President. He said that he was concerned about the Council Member who had been removed from all her Committees. He said that there were times that members may agree or disagree with one another. They have to learn to find common ground with Council Member Pereira. Replacing her with other members is disheartening. He said that excluding Council Member Pereira from the Committee meetings would not help the situation. [Call disconnected]

**Nichola Hall**  
105 Pond Street  
Bridgeport, CT 06606

Committee assignments, leadership,  
governance, City Charter and  
City Council Rules.

Ms. Hall greeted the Council Members and said that her comments were regarding Council Member Pereira’s leadership. She said that Council Member Pereira displayed traits that indicated Council Member Pereira was a community leader. She displays strength, passion, ability to put the cause first over popularity, vision, innovation. Ms. Hall said that as a basketball

coach, she guides and works with the team's strength. They should not shy away from community leaders and Council Member Pereira shows her leadership strengths.

**Kelvin Ayala**  
333 State Street, Apt. 702  
Bridgeport, CT 06604

Committee assignments, leadership  
and governance.

Mr. Ayala said that he wanted to reiterate a few points [Call disconnected] He said that he hope that they would include Council Member Pereira when the new Committee assignments are given out in the new year.

Mr. Ayala went on to speak about the \$3 million COVID grant funding for small businesses. He asked why the OPED was holding on to the funding for more than 7 months.

**Maria Pires**  
45 Fleet Street  
Bridgeport, CT 06605

Committee assignments, governance  
and public speaking.

Ms. Pires said that the Council Members would hear the good, the bad and the ugly. At the last Council Meeting, the Council decided not to have the Public Speaking. She mentioned that some of the forms were submitted a little late, but Public Speaking is part of the agenda. Mike, Michelle and Maria are doing their jobs. This is not a puppet show, not a dictatorship.

**Helen Olga Losak**  
302 Bradley Street  
Bridgeport, CT 06610

Prepared statement to be read into  
the record on behalf of Jeff Kohut.

Ms. Losak greeted the Council and said that she would be reading a statement from Mr. Jeff Kohut.

Mr. Kohut's letter stated he was concerned about the censorship and the democratic process. [Call disconnected]

**Sheresha Rainey**  
180A Yaremich Drive  
Bridgeport, CT 06606

Committee assignments and  
governance.

Council President Nieves announced Ms. Rainey was the next speaker. There was no response.

**Andre Whaley**  
181 Wessels Avenue  
Bridgeport, CT 06610

Committee assignments and  
governance.

Mr. Whaley said that he was impressed with Council Member Pereira's work and felt that he no longer had a voice on the Council. He said that Council Member Pereira had walked the streets distributing flyers about rental assistance. He spoke about how she worked on the parks and

obtained a splash pad for one of the parks. She also worked to get one of the parks redone when there were pieces of debris scattered all over it.

Colin Schlank  
2759 Fairfield Avenue  
Bridgeport, Ct 06605

Committee assignments, governance,  
violations of the City Charter and  
City Council Rules.

Council President Nieves announced Mr. Schlank was the next speaker. There was no response.

**Harvey Allen**  
Harvey's Kitchen  
392 Granfield Avenue  
Bridgeport, CT 06610

Committee assignments and public  
speaking.

Mr. Allen said that he and his wife own a restaurant in Bridgeport and just recently purchased a building just before the COVID lockdown. He gave a contractor \$8,000 for renovations of the kitchen, but after three months, there was no work done. He was given Council Member Pereira's number and Council Member Pereira looked into the situation. She ended up calling News12 when the contractor did not respond. The Department of Consumer Affairs got involved and Mr. Allen received a refund.

He went on to speak about how a tree had to be removed. Council Member Pereira helped him. For all these reasons, he would like Council Member Pereira returned to the Council Committees.

### **ADJOURNMENT**

Council President Nieves adjourned the public speaking at 7:04 p.m.

Respectfully submitted,

Telesco Secretarial Services



**CITY OF BRIDGEPORT**  
**CITY COUNCIL MEETING**  
**MONDAY, NOVEMBER 16, 2020**

**7:00 P.M.**

This meeting was conducted by teleconference.  
The public was able to listen to this meeting by calling a conference line.

**CALL TO ORDER**

Council President Nieves called the Regular Meeting of the City Council to order at 7:06 p.m.

**PRAYER**

Council President Nieves asked Council Member McBride-Lee to lead the Council in prayer.

**PLEDGE OF ALLEGIANCE**

Council President Nieves asked Council Member Vizzo-Paniccia to lead those present in reciting the Pledge of Allegiance.

**ROLL CALL**

The City Clerk Lydia Martinez called the roll.

130<sup>th</sup> District: Scott Burns, Matthew McCarthy  
131<sup>st</sup> District: Denese Taylor-Moye, Jorge Cruz  
132<sup>nd</sup> District: Marcus Brown, M. Evette Brantley  
133<sup>rd</sup> District: Michael DeFilippo, Jeanette Herron  
134<sup>th</sup> District: Michelle Lyons, AmyMarie Vizzo-Paniccia  
135<sup>th</sup> District: Rosalina Roman-Christy, Mary McBride-Lee  
136<sup>th</sup> District: Alfredo Castillo, Avelino Silva  
137<sup>th</sup> District: Maria Valle, Aidee Nieves  
138<sup>th</sup> District: Maria Pereira, Samia Suliman  
139<sup>th</sup> District: Eneida Martinez, Ernest Newton

**MINUTES FOR APPROVAL:**

**Approval of City Council Minutes: October 5, 2020 & October 19, 2020.**

**\*\* COUNCIL MEMBER BRANTLEY MOVED THE MINUTES OF OCTOBER 5, 2020 AND OCTOBER 19, 2020.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira that there was something she had never seen before in the October 19, 2020 Public Speaking minutes. She stated that "During the roll call, there appeared to be no response from the individuals whose names are listed in italics." should be removed.

**\*\* COUNCIL MEMBER PEREIRA MOVED TO AMEND THE MINUTES TO FIX THE PUBLIC SPEAKING ATTENDANCE FOR OCTOBER 19, 2020.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Brantley asked what the problem was. Council Member Pereira stated that the minutes noted that Council Member Brantley along with Council Members McBride-Lee, Castillo, Silva, Valle, Suliman and Martinez were noted as not responding during the roll call for Public Speaking.

Council Member Suliman said that she was out of the country.

Council Member Pereira said that she would be filing with the Freedom of Information Commission.

Council Member Brown said that there was a major issue about amending the last sets of minutes for October 19th and he was opposed to approving them because they were incorrect.

**\*\* THE MOTION TO AMEND THE MINUTES OF OCTOBER 19, 2020 FAILED TO PASS WITH SIX (6) IN FAVOR (MCCARTHY, DEFILIPPO, LYONS, SILVA, CASTILLO AND PEREIRA) AND FOURTEEN (14) OPPOSED (BURNS, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, VIZZO-PANICCIA, MCBRIDE-LEE, ROMAN-CHRISTY, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON).**

**\*\* THE MOTION TO APPROVE THE MINUTES OF OCTOBER 5, 2020, OCTOBER 19, 2020 AS SUBMITTED PASSED WITH EIGHTEEN (18) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND TWO (2) OPPOSED (PEREIRA AND BROWN).**

Mayor Ganim assumed the Chairmanship of the meeting.

**COMMUNICATIONS TO BE REFERRED TO COMMITTEES:**

**197-19 Communication from City Attorney re: Proposed Settlement of Pending Litigation with Peter Diaz – Case #3:19-cv-1534 (VLB), referred to Miscellaneous Matters Committee.**

**198-19 Communication from Engineering re: Proposed On-call Bridge Inspection and Structural Engineering Professional Services Agreement with RHS Consulting Design, LLC; A. DiCesare Associates, P.C. and Wengell McDonnell & Costello, Inc., referred to Contracts Committee.**

**199-19** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Energy and Environmental Protection – Elton Rogers Park Dam – Ox Brook Rehabilitation (#0C482), referred to Economic and Community Development and Environment Committee.

**200-19** Communication from Central Grants re: Grant Submission: State of Connecticut Department of Transportation – Seaview Avenue Corridor Project – Construction (#16311), referred to Economic and Community Development and Environment Committee.

**202-19** Communication from City Attorney re: Proposed Settlement of Pending Litigation in the Matter of James Quinn, referred to Miscellaneous Matters Committee.

**203-19** Communication from City Attorney re: Proposed Workers’ Compensation Stipulation in the Matter of David DeFeo, referred to Miscellaneous Matters Committee.

**204-19** Communication from City Attorney re: Proposed Workers’ Compensation Stipulation in the Matter of Robert Sapiro, referred to Miscellaneous Matters Committee.

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO CONSOLIDATE AND REFER THE ITEMS TO THE COMMITTEES.**

**\*\* COUNCIL MEMBER HERRON SECONDED.**

Council Member Brantley expressed concerns about Agenda Items 199-19 and 200-19 that were added to agenda and would be referred to the Committee tomorrow with no time to consider the items. Council Member Valle said that she agreed with Council Member Brantley.

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

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

**\*146-19** Ordinance Committee Report re: Resolution for the City Attorney to draft language to amend Municipal Code Ordinance, Chapter 2.36 – Officers’ Salaries, Section 2.36.010 – Officers’ and Unaffiliated Employee Salaries.

**\*185-19** Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#21399).

Mayor Gamim asked if there was any Council Member who would like to remove an item from the Consent Calendar. Council Member Brown said he would like to remove Agenda Item 146-19. Council Member Pereira said she would like to remove Agenda Item 185-19.

**146-19** Ordinance Committee Report re: Resolution for the City Attorney to draft language to amend Municipal Code Ordinance, Chapter 2.36 – Officers’ Salaries, Section 2.36.010 – Officers’ and Unaffiliated Employee Salaries.

**\*\* COUNCIL MEMBER BROWN MOVED AGENDA ITEM 146-19 ORDINANCE COMMITTEE REPORT RE: RESOLUTION FOR THE CITY ATTORNEY TO DRAFT LANGUAGE TO AMEND MUNICIPAL CODE ORDINANCE, CHAPTER 2.36 – OFFICERS’ SALARIES, SECTION 2.36.010 – OFFICERS’ AND UNAFFILIATED EMPLOYEE SALARIES.**

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

Council Member Brown said that the item came out of committee unanimously. He had some questions about it.

Council Member Newton said that the reason it was submitted had to do with Mayoral appointees that were in unions. There are employees that have been working for many years and they make less than the appointees. Council Member Newton said that they should return to the previous practice where the Mayor would come to the Council and to ask for raises for appointees. Council Member Newton asked his colleagues to support it.

Council Member Lyons asked to add her name to the resolution. This topic has come up at various times and has always been denied.

Council Member Cruz said he would like to add his name to the resolution.

Council Member Brantley said that she would like to add her name to the resolution.

Council Member Herron said that she would like to add her name to the resolution.

Council Member Vizzo-Paniccia said that she would like to add her name to the resolution.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 146-19 ORDINANCE COMMITTEE REPORT RE: RESOLUTION FOR THE CITY ATTORNEY TO DRAFT LANGUAGE TO AMEND MUNICIPAL CODE ORDINANCE, CHAPTER 2.36 – OFFICERS’ SALARIES, SECTION 2.36.010 – OFFICERS’ AND UNAFFILIATED EMPLOYEE SALARIES PASSED UNANIMOUSLY.**

**185-19 Public Safety and Transportation Committee Report re: Grant Submission: State of Connecticut Court Support Services Division – Youth Violence Prevention Initiative (#21399).**

**\*\* COUNCIL MEMBER VALLE MOVED AGENDA ITEM 185-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT COURT SUPPORT SERVICES DIVISION – YOUTH VIOLENCE PREVENTION INITIATIVE (#21399).**

Council Member Valle noted that the item was approve unanimously in Committee.

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that she would not vote for this because there were provisions allowing the administration to sign agreements involving funding.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 185-19 PUBLIC SAFETY AND TRANSPORTATION COMMITTEE REPORT RE: GRANT SUBMISSION: STATE OF CONNECTICUT COURT SUPPORT SERVICES DIVISION – YOUTH VIOLENCE PREVENTION INITIATIVE (#21399) PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, BROWN, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**ITEMS FOR IMMEDIATE CONSIDERATION:**

**201-19 Communication from Central Grants re: Grant Submission: State of Connecticut Office of Policy and Management – Police and Community Violent Crime Reduction Partnership (#20280), FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER VALLE MOVED AGENDA ITEM 201-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – POLICE AND COMMUNITY VIOLENT CRIME REDUCTION PARTNERSHIP (#20280), FOR IMMEDIATE CONSIDERATION.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Ms. DeJesus said that the Office of Policy and Management was making \$250,000 available for Police and Community Violent Crime Reduction Partnership. She said that the Bridgeport Police Department was choosing to pass those funds through to RYSAP.

Council Member Valle asked who made the decision for RYSAP to receive the funding. Ms. DeJesus explained that the funding was for crime reduction and RYSAP was the only organization that qualified.

Council Member Brantley asked Ms. DeJesus to read the criteria, which Ms. DeJesus did.

Council Member Martinez asked about Project Longevity and said she did not feel Street Safe did not do a good job in this area. Ms. DeJesus said that Project Longevity was not a non-profit organization.

Council Member Cruz said he would have liked to have other organizations included and have more discussions about the grant.

Council Member Cruz said there had been a mention of some funding that OPEd was holding for the small businesses. He said that that funding was also important.

Council Member Brown asked for clarification on organizations that deal with violent crime prevention. Ms. DeJesus said she had reached out to the State of Connecticut Office of Policy

and Management about this. Council Member Brown said violent crimes are reduced when there is employment available. Ms. DeJesus said RYSAP does include mentorship and job training. Discussion followed.

Council Member Burns asked about the police overtime. Ms. DeJesus said that Lt. Paul Grech was available to speak about this. She mentioned they have a focus on housing projects where there have been shots fired. There will be a report produced at the end of December.

Council Member Pereira said RYSAP has been around a long time and knew members of Street Safe. She wished to know why they did not require data about their effectiveness. Ms. DeJesus said at the end of every grant performance period, the organizations are required to present a report on outcomes and she could provide the Council Members with the reports. Discussion followed.

Council Member Pereira said the fact that the grantees are reporting on themselves is never a good thing and they should have some credible data to support this.

Council Member Brantley said she agreed with Council Member Pereira and had not heard people talk about what Street Safe had done. She said she would like to have someone at the ECD&E meeting tomorrow to discuss this. Ms. DeJesus said it would go to Public Safety. Council Member Brantley asked that someone attend Public Safety Committee to speak regarding this grant.

Council Member Valle said Ms. DeJesus' items could be included on the ECD&E agenda, but the agenda for tomorrow's meeting had already been posted.

**\*\* THE MOTION TO APPROVE AGENDA ITEM 201-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – POLICE AND COMMUNITY VIOLENT CRIME REDUCTION PARTNERSHIP (#20280), FOR IMMEDIATE CONSIDERATION PASSED UNANIMOUSLY.**

**\*\*COUNCIL MEMBER BRANTLEY MOVED TO APPROVE AGENDA ITEM 201-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – POLICE AND COMMUNITY VIOLENT CRIME REDUCTION PARTNERSHIP (#20280).**

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

**\*\* THE MOTION TO APPROVE AGENDA ITEM 201-19 COMMUNICATION FROM CENTRAL GRANTS RE: GRANT SUBMISSION: STATE OF CONNECTICUT OFFICE OF POLICY AND MANAGEMENT – POLICE AND COMMUNITY VIOLENT CRIME REDUCTION PARTNERSHIP (#20280) PASSED WITH NINETEEN (19) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, BROWN, HERRON, DEFILIPPO, VIZZO-PANICCIA, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, SILVA, CASTILLO, NIEVES, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

Council Member Lyons asked for a point of personal privilege. When recognized by the Mayor, Council Member Lyons then read the following statement into the record:

I was at the Public Speaking and came in on at 6:33. I was not absent. Councilwoman Rosalina Roman-Christy can verify my attendance.

**Below is what I read into the record.**

Whereas Rule XII was violated on September 21, 2020, in a couple of ways that went against both the spirit and the letter of Rule XII.

Rule XII clearly states: The President may remove or reassign to a different committee any Committee Member upon ratification by the City Council. The reason (including, but not limited to a pattern of poor committee attendance) for the removal or reassignment and shall be stated by the Council President prior to the City Council vote to ratify.

The record shows that the Council President Nieves then made the following statement:

“After careful consideration of the behavior of all members of the council I decided to exercise my right under City Council Rule XII. Council Members have been warned in the past that they must adhere to all City Council rules and follow the appropriate parliamentary protocol.”

The record does not specifically mention Council members Michelle Lyons, Michael DeFilippo and Maria Pereria and does specifically mention any reasons for removal. It did not include advance notice, and did not allow them a defense or explanation thereby denying them their right to due process.

Rule XII makes no mention of removing Co-Chairs nor does it mention removal of Liaisons to Boards and Commissions thereby exceeding the powers granted under this rule.

It is not enough to take action to go back and require the President to put it in writing after the fact. The process should begin anew with specific charges stated:

**Furthermore any member being removed or reassigned, in order to provide them with due process, must be given advance notice of the Council President’s or any intended action and a statement of specific reasons so that there would be sufficient time to prepare for a response.**

I am looking to put in the following changes in the future to be put in the Council Rules during the next session by a resolution.

**ADJOURNMENT**

- \*\* COUNCIL MEMBER BRANTLEY MOVED TO ADJOURN.**
- \*\* COUNCIL MEMBER CRUZ SECONDED.**
- \*\* THE MOTION PASSED UNANIMOUSLY.**

The meeting adjourned at 7:52 p.m.

Respectfully submitted,

Telesco Secretarial Services





OFFICE OF THE CITY CLERK  
COMMUNICATION FORM

IMMEDIATE CONSIDERATION

*Below to be used for processing of Immediate Consideration Items only*

Log ID/Item number: 201-19  
Submitting Department / Contact Name: Central Grants Office  
Isolina DeJesus, Director  
Subject: Grant Submission: re State of Connecticut Office of Policy and Management- Police and Community Violent Crime Reduction Partnership (#20280)  
Referred to Committee: Immediate Consideration  
City Council Date: November 16, 2020

Attest:

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

Date

Approved by:

*Joseph P. Ganlm*  
Joseph P. Ganlm, Mayor

Date

*11/30/2020*

ATTEST  
CITY CLERK

RECEIVED  
CITY CLERKS OFFICE  
20 NOV 30 PM 2:00

**COMM. #201-19 Ref'd for IMMEDIATE CONSIDERATION on 11/16/2020.**

November 10, 2020

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

**Re: Resolution – City of Bridgeport application to the State of Connecticut Office of Policy and Management- Police and Community Violent Crime Reduction Partnership (#20280)**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Office of Policy and Management- Police and Community Violent Crime Reduction Partnership**. We respectfully request that this be added as an item to the City Council's meeting agenda on Monday, November 16, 2020 for **IMMEDIATE CONSIDERATION**. The State Office of Policy and Management notified the City of the funding availability on November 6, 2020, proposals are due by November 13, 2020. All activities must occur by December 30, 2020.

If you have any questions or require any additional information, please contact me at 203-576-7134 or [isolina.dejesus@Bridgeportct.gov](mailto:isolina.dejesus@Bridgeportct.gov).

Thank you,

Isolina DeJesus  
Central Grants Office

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CITY CLERK



**GRANT SUMMARY**

**PROJECT TITLE:** State of Connecticut Office of Policy and Management- Police and Community Violent Crime Reduction Partnership (#20280)

NEW  RENEWAL  CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Isolina DeJesus

**PHONE NUMBER:** 203-576-7134

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Police Department is eligible for funding from the Police and Community Violent Crime Reduction Partnership. Funds are being made available to Hartford, Bridgeport and New Haven, each city is eligible to receive up to a total combined award of \$250,000 consisting of \$125,000 each from the Coronavirus Emergency Supplemental Funding (CESF) and Coronavirus Relief Fund (CRF). The CESF portion of funding will be used to help cover unexpected police overtime costs incurred as a result of COVID-19 mitigation and response efforts. The CRF funding is intended to support non-profit organizations with violent-crime reduction missions. The City will pass-through these funds to RYASAP to support unexpected costs incurred by their Street Safe Program as a result of COVID-19.

**CONTRACT PERIOD:** TBD-12/30/2020

FUNDING SOURCES (include matching funds):	
Federal:	\$
State:	\$ 250,000.00
City:	\$
Other:	\$

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 125,000.00
Contractual:	\$ 125,000.00

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$ 0	\$ 0
Contractual:	\$ 0	\$ 0

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Office of Policy and Management  
Police and Community Violent Crime Reduction Partnership (#20280)**

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

**WHEREAS**, this funding has been made possible through the **Police and Community Violent Crime Reduction Partnership** with funding provided by the **U.S. Department of Justice Coronavirus Emergency Supplemental Funding** and **U.S. Department of Health and Human Services Coronavirus Relief Fund**; and

**WHEREAS**, funds under the Coronavirus Relief Fund portion will cover unexpected police overtime costs incurred as a result of COVID-19 mitigation and response efforts; and

**WHEREAS**, funds under the Coronavirus Emergency Supplemental Funding portion will be provided as a pass-through grant to RYASAP to support their violent-crime-reduction mission that experience unexpected costs due to the COVID-19 pandemic; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **State of Connecticut Office of Policy and Management- Police and Community Violent Crime Reduction Partnership** to cover police overtime costs and assist RYASAP in supporting their violent-crime-reduction mission costs due to the COVID-19 pandemic.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Office of Policy and Management** for the purpose of its **Police and Community Violent Crime Reduction Partnership**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Office of Policy and Management** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

**Comm.# 197-19 Referred to Miscellaneous Matters Committee on 11-16-2020.**

**CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY**

CITY ATTORNEY  
R. Christopher Meyer

999 Broad Street  
Bridgeport, CT 06604-4328

DEPUTY CITY ATTORNEY  
John P. Bohannon, Jr.

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

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



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

November 9, 2020

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

**Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE  
Proposed Settlement of Pending Litigation in the Matter of  
*Peter Diaz v. Paul Scillia, et al* – Case# 3:19-cv-1534 (VLB)**

ATTEST  
CITY CLERK  
20 NOV 10 AM 11:57  
RECEIVED  
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Dear Councilpersons:

- a. **Submission Title:** Request for Litigation Settlement Approval.
- b. **Submitting Entity:** Office of the City Attorney.
- c. **Contact Person:** Associate City Attorney Richard G. Kascak, Jr. – contact info. above.
- d. **Approval Deadline:** Thirty (30) days from release to avoid statutory interest charges.
- e. **Case Summary:** The plaintiff is claiming damages allegedly sustained on October 21, 2017 at premises located at 316 Colorado Avenue, Bridgeport. He is claiming injuries and damages from alleged use of excessive force, false arrest, assault and battery, deprivation of speech, abuse of process, false imprisonment, defamation and 42 U.S.C. 1983. The defendants in this case include City of Bridgeport and multiple police officers.
- f. **Council Action Requested:** Approval of request for settlement.
- g. **Financial Impact Analysis:** Total cost to the City will be a total of \$125,000.00 to be paid to Attorney Robert Berke of 640 Clinton Avenue, Bridgeport in his capacity as Trustee for Peter Diaz.
- h. **Funding Budget-Line:** The settlement payment will be made from the City Attorney Office Operating Budget Line-Item "*Personal Property Claims Atty. #01-01-006-060-000-53010*".

Page Two

**i. Proposed Motion:** Motion to authorize and approve payment of \$125,000.00 in full and final settlement of *Peter Diaz v. Paul Scillia, et al - Case# 3:19-cv-1534 (VLB)*.

**Kindly place this matter on the agenda for the next City Council meeting for referral to the Miscellaneous Matters Committee only. Thank you for your assistance in this matter.**

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Christopher Meyer". The signature is fluid and cursive, with the first name "R." and last name "Meyer" clearly visible.

R. Christopher Meyer  
City Attorney

cc: Lydia Martinez, City Clerk  
Richard G. Kascak, Jr., Esq.  
Jonna Rigon, Paralegal

## Ortiz, Frances

---

**From:** Rigon, Jonna  
**Sent:** Tuesday, November 10, 2020 11:54 AM  
**To:** Ortiz, Frances  
**Subject:** Referral to Miscellaneous Matters Committee - Peter Diaz v. Paul Scillia, et al - 3:19-CV-1534 (VLB)  
**Attachments:** City Council Letter - Referral to MMC - Peter Diaz v. Paul Scillia, et al 3 19-CV-1534 (VLB).pdf

Dear Ms. Ortiz,

Attached please find a copy of the Referral to Miscellaneous Matters Committee letter concerning the above matter. Twenty-one copies of the City Council letter were sent to your attention via interoffice mail today, November 10, 2020.

Please confirm receipt of the same and thank you!

Have a wonderful day!

### **Jonna Rigon**

Paralegal  
Office of the City Attorney  
999 Broad Street, 2<sup>nd</sup> Floor  
Bridgeport, CT 06604  
Phone: (203)576-7647  
Fax: (203)576-8252  
[jonna.rigon@bridgeportct.gov](mailto:jonna.rigon@bridgeportct.gov)

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Comm. # 198-19 Referred to Contracts Committee on 11/16/2020.

**CITY OF BRIDGEPORT  
ENGINEERING DEPARTMENT**

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

JOSEPH P. GANIM  
Mayor

JON URQUIDI  
City Engineer

November 10, 2020

Honorable Body of the City Council  
Bridgeport, Connecticut

Re: **City of Bridgeport on Call Inspection and Structural Engineering  
Request for Qualifications and Award**

**Resolution for Authorization to sign City Consultant Agreement**

Ladies and Gentlemen:

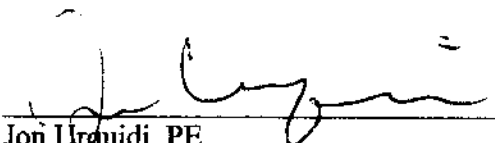
The City has undergone a Request for Qualifications (RFQ) with consultant engineering firms in order to proceed with the implementation of task orders to inspect City owned bridges. The City has over 70 bridges that need inspection and require varying degrees of maintenance and replacement work. We also have several tasks pending this RFQ for design services on City owned bridges and structures that we have already secured grant funding on and need to proceed with.

The consultants were selected through the City RFQ process and have been approved through the Board of Public Purchases. We will now look to enter into contract with the three (3) selected on call firms and request them to perform work based on individual task orders. The contracts will be in place for the next 3 years.

We are, therefore, requesting that the City Council approve the Resolution attached.

Should you have any questions regarding the above, please do not hesitate to contact us.

Very truly yours,

  
Jon Urquidi, PE  
City Engineer

Enclosures

I:Bridges/RFQ on call Engineering 2020/City Council/Letter to City Council 11.10.2020

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20 NOV 10 PM 3:11  
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CITY CLERK



**RESOLUTION  
OF THE  
BRIDGEPORT CITY COUNCIL  
REGARDING THE  
REQUEST FOR QUALIFICATIONS  
BRIDGE INSPECTION AND  
STRUCTURAL ENGINEERING**

**WHEREAS,** The City of Bridgeport Engineering Department is proceeding with inspections of the over 70 bridges within the City limits and must identify insufficiencies and repairs needed to these bridges

**WHEREAS,** the City will utilize this list of bridges to secure grant funding for replacement and repair projects

**WHEREAS,** the City issued an RFQ that sought firms capable of performing such specific tasks of inspection of city owned bridges and structures

**WHEREAS,** nine (9) consulting firms submitted qualification

**WHEREAS,** a Selection Committee comprised of representatives from the Engineering Department and Public Facilities office reviewed these responses then established a short list of six (6) firms to interview, and then its final selection of three (3) firms; and

**WHEREAS,** pursuant to the Selection Committee review Engineering recommended to the Board of Public Purchases that the following three firms be awarded contracts: RHS Consulting, Cheshire CT; A DiCesare Associates, Bridgeport CT and Wengell Mc Donnell & Costello Inc, Newington CT.

**WHEREAS,** the City wishes to enter into a three-year contract on a task-order basis with each of the three selected firms so as to continue inspections and structural design contracts;

**NOW, THEREFORE, BE IT RESOLVED** that in consultation with the City Attorney, the City of Bridgeport is authorized to issue contracts substantially in the form of the agreement attached to RHS Consulting, A DiCesare Associates and Wengell McDonell and Costello Inc;

**BE IT FURTHER RESOLVED** that the Mayor or the Director of Public Facilities, or their respective designees, are hereby authorized to execute all agreements, take all necessary actions and do all necessary things in furtherance of this matter consistent with this resolution and in the best interests of the City;

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

\_\_\_\_\_  
(Duly Authorized Signature)

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

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

(Please Print)

**ON-CALL**

**BRIDGE INSPECTION SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF BRIDGEPORT**

**AND**

**RHS CONSULTING DESIGN, LLC**

**2020**

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the    day of November, 2020, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Engineering Department (hereinafter referred to as "**City**") and RHS Consulting Design, LLC, a limited liability Corporation, having an address at 345 Highland Avenue, Ste. 201, Cheshire, CT 06410 (hereinafter referred to as "**Consultant**").

WHEREAS, the City released a Request for Qualifications for on-call bridge inspection services consultants (#ENX020202); and

WHEREAS, the Consultant submitted its qualifications/proposal to Request for Qualifications # ENX020202, which is incorporated herein and made a part hereof by reference; and

WHEREAS, the City selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation for a contract for task driven professional on-call bridge inspection related services ("**Inspection Services**") (more than one chosen consultant will be entering into such a task driven contract);

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

### DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"**Approval**" or "**Approved**" means, with respect to the administration and performance of this Agreement, that the City, in combination with the Program Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"**Consultant**" means A. DiCesare Associates, PC, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

"**Consultant's Representative**" means a specific individual or individuals designated in writing by the Consultant to the City from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be \_\_\_\_\_.

**"City"** means the City of Bridgeport, a municipal corporation, acting through the Program Manager who shall be designated in writing from time to time during the term of this Agreement, who at the time of this signing is the City Engineer or his/her designee.

**"Program Manager"** means the City, acting through a specific individual or individuals designated in writing from time to time during the term of this Agreement to the City and the Consultant as its representative or representatives with respect to the Project specified in a Task Order. At the inception of this Agreement, the designee of the Program Manager shall be the City Engineer, Jon Urquidi, or his designee set forth in writing to the City and the Consultant.

**"Project"** means the periodic (per task order) inspection of certain City bridges as set forth in the Task Orders assigned to the Consultant(s). More than one consultant will be requested to compete for any individual task order to the firms awarded a contract under this RFQ. There is no guarantee of work hereunder.

**"Task Schedule"** means the schedule of milestones and other time requirements established in each Task Order.

**"Services"** means the delivery of bridge inspection services and other necessary and related professional services required by a Task Order for the completion of the work described therein.

**"Task" or "Task Order"** is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit A of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

**"Term"** means the duration of this Agreement, commencing upon the date specified by the City in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) three (3) years from the date hereon, whichever event shall first occur. Any Task Order issued and not concluded at the termination of the Term, or any extension thereof, shall continue as part of this Agreement until termination of said task. The City reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

## **ARTICLE I BASIC AGREEMENT**

### **1.1 Structure of the Agreement**

**A. Consultant's Qualifications.** The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in the provision of engineering bridge inspection, and other structural engineering services as may be required hereunder, in accordance with the requirements of the City as set forth in one or more Task Orders. The successful Consultant will prepare and present to the City for review and acceptance all required data and software programs as determined by the Project Manager and City, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the City.

**B. Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to the successful consultant (numerous consultants partaking in these projects) to allow for the sequential or partial completion of work in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

**C. Assignment of Tasks.** The City shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the City and the Consultant. Each additional Task Order to a successful consultant will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "Notice to Proceed").

**D. Task Order Format.** A format for a Task Order is attached as Exhibit A. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be required to prepare an estimate of man-hours and each Hourly Billing Rate to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Reimbursable expenses shall also be listed as individual line items. After negotiations with the City, the manpower estimate shall be attached to the Task Order.

E. **Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Program Manager, designated by the City in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

1.2 **Compensation.** The City shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

A. **Basis.** The Consultant shall be compensated for each Task Order on an hourly basis based upon the fee schedule ("Billing Rate") attached hereto as **Exhibit A** set forth to the City monthly by invoice, by achievement of certain milestones, or as may otherwise be set forth in the specific Task Order. If required by the City, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (see Exhibit B) in order for the City to appropriately allocate funds for such Compensation.

1.3 **Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

A. **Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month, or by milestone, or as otherwise established by the particular Task Order. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

B. **Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion for actual hours expended in providing the Services completed during the prior month or upon achievement of a particular milestone as the Task Order shall dictate. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

C. **Timing of Submission; Payment; Interest.** Invoices shall be submitted for Services rendered during the previous month or upon achieving a certain milestone. The City shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within sixty (60) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the City based upon a good faith dispute with the Consultant.

D. **Responsibility for Certain Payments.** The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and consultants and their respective employees.

E. **Unauthorized Charges.** The Consultant expressly understands and agrees that the City shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the City other than the Program Manager which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the City within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the City's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants. Nothing contained herein shall oblige the City for payment of Unauthorized Charges.

1.4 **Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the City in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the City in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The City shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

#### 1.5 **Project Responsibility and Staffing.**

A. **Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the City and the Consultant relating to the work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the City unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the City, at the written request of City. If the City requests that the



Consultant's Representative be replaced, the City shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the City in the City's sole discretion, is not provided promptly.

**B. Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the City's Program Manager and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

**C. Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the City at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of City. The City may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the City upon written notice to the Consultant.

**1.6 Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

**A. Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the City, are **ESSENTIAL CONDITIONS** of this Agreement.

**B. Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the City or on the date specified therein.

**1.7 Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

**A. Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation legally doing business in the State of Connecticut, has the requisite experience to undertake and

complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment to competently perform the Services required by each Task Order.

**B. Consultant Possesses Adequate Resources and Personnel.** The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

**C. No Conflicts.** The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse effect on its ability to independently protect the City's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Project Manager, other consultants and subcontractors, and the like. The Consultant represents that its performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

**D. Prior Approval of All Subconsultants.** The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the City and receipt of the City's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

**E. No Violation of Law.** The Consultant represents that neither it, nor any of its owners, officers, directors, employees or, to the best of its knowledge, any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its owners, officers, directors, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

**F. Quality and Performance of Services.** The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

**G. Licenses and Permits.** The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and

other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

**H. Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the City and in the City's sole discretion, (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the City so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the City may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

**I. Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the City. The Program Manager shall be informed of the nature and content of all direct communications with other representatives in connection with the Project.

**J. City Shall Not Be Billed for Certain Taxes.** The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, its consultants and subcontractors, and the Consultant agrees not to invoice the City therefor. The City reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the City's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

**K. Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The City, its agent(s), or the representatives of any funding source shall have the right to inspect

such records from time to time, with or without prior notice, during normal business hours of the Consultant.

## **ARTICLE II CONSULTANT'S RESPONSIBILITIES**

### **2.1 General Description of Services**

A. **Customary Consultant Services.** The Consultant's Services shall consist of the Services described in a Task Order and other services described in Article I hereof and any other services normally performed by a consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, and other parties disclosed by the City and otherwise known to the Consultant as of the date of this Agreement, the date of any Task Order, or which, in the exercise of the best professional judgment of an independent consultant retained by the City, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to City of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the City as to time and date of such meetings.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the City in connection with the Project and other consultants or professionals employed by the City for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Program Manager copies of all, reports, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the City informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the City pursuant to this Agreement and to a Task Order

## ARTICLE III

### INFORMATION AND COMMUNICATION

**3.1 Information to be Supplied.** The City shall provide information regarding its requirements in the form of Task Orders. The City shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any City-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the City in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

**3.2 Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is the City Engineer, who shall act as Project Manager(s), or his designee set forth in writing. The Program Manager shall act in the interests of the City with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the City regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the City with respect to the Consultant, its Services and work. With respect to the hierarchy of authority to act on behalf of the City, the Program Manager has primary authority to make decisions for the City and to direct the Consultant in connection with this Agreement. Any Approval or Approvals given by the Program Manager on behalf of the City, shall not relieve the Consultant of any of its obligations hereunder.

**3.3 Independent Legal and Accounting Services.** The City shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the City possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

**3.4 Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and affairs, including, without limitation, source code and design materials for work product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it; or (iv) information properly disclosable under FOIA.

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

3.5 **Existing Databases.** The City shall furnish to the Consultant for its use any databases or base information in the City's possession related to the Work of a Task Order.

## ARTICLE IV

### REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the City thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the City shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement or in any specific Task Order required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the City to the Consultant, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the City terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the

subject of arbitration, if the City's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the City and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

**4.2 Default by City.** In the event the City shall fail to perform any of its material obligations pursuant to this Agreement ("**City's Default**"), the Consultant shall give written notice within fourteen (14) days to the City. In the event that the City fails to cure a payment default within thirty (30) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the City to be in default hereunder and exercise any remedies available to it.

**4.3 Termination by City Due to Consultant's Default.** If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the City shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within fifteen (15) days after receipt of such notice, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it. The City may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all databases, plans, specifications, drawings, analyses, samples and other data and software prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the City may deem expedient. Additionally, the City may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the City for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

**4.4 Termination by Consultant.** Should the City commit an City's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the City all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the City other than payment for Services performed up to the date of termination and Reimbursable Expenses.

**4.5 Termination by City Without Fault of the Consultant.** The City shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the City shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the City shall pay to the Consultant all sums then due to the Consultant

hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

**4.6 Transfers on Termination.** In the event of any termination of this Agreement by the City, the Consultant shall, upon written request of the City, return to the City within seven (7) days all papers, materials, samples, analyses, databases, software, and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others with the exception of any preexisting materials, where if used or incorporated by Consultant into any work product used by Consultant, Consultant will maintain exclusive ownership, rights, title and interest, to include intellectual property. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Program Manager, the Consultant shall debrief the City with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the City all rights and claims to its Work Product, drawings, specifications, analyses, databases, software, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Program Manager to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the City.

**4.7 Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

**4.8 Claims For Additional Compensation and Time.** If an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the City in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the City. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.



## ARTICLE V

### INDEMNIFICATION AND INSURANCE

**5.1 Indemnification.** The Consultant represents and warrants that it will employ its best professional judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "Indemnitor"), agrees to indemnify, save and hold City, its elected officials, department heads, employees, subcontractors and consultants (the "Indemnitee") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses related to the services performed by Consultant, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

**5.2 Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

**A. Coverage Required.** The Consultant shall procure, present to the City in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the City, with endorsement. Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.

Errors and Omissions Insurance (claims made form) will be provided by all consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

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

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

**B. General Requirements.** All policies shall include the following provisions:

**Cancellation notice**—The City shall be entitled to receive from all insurance carriers an unequivocal agreement by policy endorsement to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the City at the following address: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Connecticut 06604.

**Certificates of Insurance**—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the City and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the City prior to any work or other activity commencing under this Agreement.

**Additional insured**—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents, at no

additional cost to the City, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport  
Attention: Purchasing Agent  
999 Broad Street  
Bridgeport, Connecticut 06604"

## ARTICLE VI

### MISCELLANEOUS

**6.1 Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

**6.2 Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the City other than as expressly provided herein. The Consultant acknowledges that the City is not a partner or joint venture with the Consultant and that the Consultant is not an employee or agent of the City.

**6.3 Prohibition Against Assignment.** The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of City. The City may assign its interest in this Agreement at any time to any person or entity that assumes the City's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the City from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

**6.4 Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

**6.5 Notices.** All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

**6.6 No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

**6.7 City's Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the City, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The City and any entity affiliated with the City may reuse all such documents and data for future work in connection with the Enterprise GIS System or for future Projects. Notwithstanding the above, Consultant will maintain exclusive ownership, rights, title and interest, to include all associated intellectual property, to Consultant's Preexisting Materials. Consultant will agree to grant to Owner a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, distribute, perform, display and transmit Consultant's preexisting materials, but only to the extent such Consultant Preexisting Materials are embodied in, incorporated into and made a part of the work product. In addition, Owner acknowledges that Consultant may incorporate into the work product certain software, applications, components and other materials subject to intellectual property rights owned by third parties other than Consultant ("Third Party Intellectual Property"). To the extent any such Third party Intellectual Property is incorporated into the work product, Consultant will ensure that Consultant has all necessary licenses and other rights to such Third party Intellectual Property so that it may be incorporated into the work product or used by the Consultant in performance of the Services. Neither party shall acquire any ownership rights in any Third Party Intellectual Property as an incident to its performance under this Agreement.

**6.8 Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the City and the Consultant and their respective successors, assigns and legal representatives.

**6.9 Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the

same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**6.10 Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision or obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

**6.11 Entire Agreement.** Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

**6.12 Partial Invalidity.** If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

**6.13 Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

**6.14 Waiver of Liens.** The Consultant hereby waives any right it may have to file or assert a lien against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

**6.15 Excusable Delay.** The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations

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

**6.16 Non-Discrimination.** The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit C**.

**6.17 Precedence of Documents.** The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

**6.18 Council Approval of Agreement May Be Required.** This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF BRIDGEPORT**

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

Joseph P. Ganim

Its: Mayor

\_\_\_\_\_

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

Name:

Title:

Duly-authorized

..

## Exhibit A

### Task Order Format

This Task Order No. \_\_\_\_ is made as of this \_\_\_\_ day of \_\_\_\_\_, [year] under the terms and conditions established in the Professional Services Agreement between the Owner and the Consultant dated \_\_\_\_\_, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Project Background Description

Project Understanding

Objectives

#### **Section A—Scope of Services**

A.1. The Consultant shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables ("**Deliverables**") to the Owner:

#### **Section B—Task Schedule**

The Consultant shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

#### **Section C—Compensation**

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Consultant Compensation in the amount of [dollars], payable according to the following terms:

**[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]**



C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Consultant according to the following terms:

**Section D—Owner's Responsibilities**

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Consultant. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

**Section E—Other Provisions (Including but not limited to Grant funding requirements)**

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: \_\_\_\_\_  
Name:  
Title:

Consultant

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit B**

**Reimbursable Expenses**

Reimbursable Expenses shall include the following:

**Nondiscrimination**

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are

provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

**ON-CALL**

**BRIDGE INSPECTION SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF BRIDGEPORT**

**AND**

**A. DI CESARE ASSOCIATES, PC**

**2020**

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the    day of November, 2020, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Engineering Department (hereinafter referred to as "**City**") and A. DiCesare Associates PC, a professional Corporation, having an address at 690 Clinton Ave., Bridgeport, CT 06604 (hereinafter referred to as "**Consultant**").

WHEREAS, the City released a Request for Qualifications for on-call bridge inspection services consultants (#ENX020202); and

WHEREAS, the Consultant submitted its qualifications/proposal to Request for Qualifications # ENX020202, which is incorporated herein and made a part hereof by reference; and

WHEREAS, the City selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation for a contract for task driven professional on-call bridge inspection related services ("**Inspection Services**") (more than one chosen consultant will be entering into such a task driven contract);

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

### DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"**Approval**" or "**Approved**" means, with respect to the administration and performance of this Agreement, that the City, in combination with the Program Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"**Consultant**" means A. DiCesare Associates, PC, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

"**Consultant's Representative**" means a specific individual or individuals designated in writing by the Consultant to the City from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be \_\_\_\_\_.

**"City"** means the City of Bridgeport, a municipal corporation, acting through the Program Manager who shall be designated in writing from time to time during the term of this Agreement, who at the time of this signing is the City Engineer or his/her designee.

**"Program Manager"** means the City, acting through a specific individual or individuals designated in writing from time to time during the term of this Agreement to the City and the Consultant as its representative or representatives with respect to the Project specified in a Task Order. At the inception of this Agreement, the designee of the Program Manager shall be the City Engineer, Jon Urquidi, or his designee set forth in writing to the City and the Consultant.

**"Project"** means the periodic (per task order) inspection of certain City bridges as set forth in the Task Orders assigned to the Consultant(s). More than one consultant will be requested to compete for any individual task order to the firms awarded a contract under this RFQ. There is no guarantee of work hereunder.

**"Task Schedule"** means the schedule of milestones and other time requirements established in each Task Order.

**"Services"** means the delivery of bridge inspection services and other necessary and related professional services required by a Task Order for the completion of the work described therein.

**"Task" or "Task Order"** is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit A of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

**"Term"** means the duration of this Agreement, commencing upon the date specified by the City in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) three (3) years from the date hereon, whichever event shall first occur. Any Task Order issued and not concluded at the termination of the Term, or any extension thereof, shall continue as part of this Agreement until termination of said task. The City reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

## **ARTICLE I BASIC AGREEMENT**

### **1.1 Structure of the Agreement**

**A. Consultant's Qualifications.** The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in the provision of engineering bridge inspection, and other structural engineering services as may be required hereunder, in accordance with the requirements of the City as set forth in one or more Task Orders. The successful Consultant will prepare and present to the City for review and acceptance all required data and software programs as determined by the Project Manager and City, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the City.

**B. Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to the successful consultant (numerous consultants partaking in these projects) to allow for the sequential or partial completion of work in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

**C. Assignment of Tasks.** The City shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the City and the Consultant. Each additional Task Order to a successful consultant will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "Notice to Proceed").

**D. Task Order Format.** A format for a Task Order is attached as **Exhibit A**. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be required to prepare an estimate of man-hours and each Hourly Billing Rate to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Reimbursable expenses shall also be listed as individual line items. After negotiations with the City, the manpower estimate shall be attached to the Task Order.



**E. Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Program Manager, designated by the City in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

**1.2 Compensation.** The City shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

**A. Basis.** The Consultant shall be compensated for each Task Order on an hourly basis based upon the fee schedule ("Billing Rate") attached hereto as **Exhibit A** set forth to the City monthly by invoice, by achievement of certain milestones, or as may otherwise be set forth in the specific Task Order. If required by the City, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (see Exhibit B) in order for the City to appropriately allocate funds for such Compensation.

**1.3 Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

**A. Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month, or by milestone, or as otherwise established by the particular Task Order. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

**B. Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion for actual hours expended in providing the Services completed during the prior month or upon achievement of a particular milestone as the Task Order shall dictate. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

**C. Timing of Submission; Payment; Interest.** Invoices shall be submitted for Services rendered during the previous month or upon achieving a certain milestone. The City shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within sixty (60) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the City based upon a good faith dispute with the Consultant.

**D. Responsibility for Certain Payments.** The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and consultants and their respective employees.

**E. Unauthorized Charges.** The Consultant expressly understands and agrees that the City shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the City other than the Program Manager which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the City within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the City's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants. Nothing contained herein shall oblige the City for payment of Unauthorized Charges.

**1.4 Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the City in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the City in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The City shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

**1.5 Project Responsibility and Staffing.**

**A. Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the City and the Consultant relating to the work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the City unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the City, at the written request of City. If the City requests that the

Consultant's Representative be replaced, the City shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the City in the City's sole discretion, is not provided promptly.

**B. Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the City's Program Manager and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

**C. Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the City at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of City. The City may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the City upon written notice to the Consultant.

**1.6 Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

**A. Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the City, are **ESSENTIAL CONDITIONS** of this Agreement.

**B. Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the City or on the date specified therein.

**1.7 Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

**A. Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation legally doing business in the State of Connecticut, has the requisite experience to undertake and

complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment to competently perform the Services required by each Task Order.

**B. Consultant Possesses Adequate Resources and Personnel.** The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

**C. No Conflicts.** The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse effect on its ability to independently protect the City's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Project Manager, other consultants and subcontractors, and the like. The Consultant represents that its performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

**D. Prior Approval of All Subconsultants.** The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the City and receipt of the City's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

**E. No Violation of Law.** The Consultant represents that neither it, nor any of its owners, officers, directors, employees or, to the best of its knowledge, any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its owners, officers, directors, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

**F. Quality and Performance of Services.** The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

**G. Licenses and Permits.** The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and

other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

**H. Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the City and in the City's sole discretion, (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the City so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the City may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

**I. Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the City. The Program Manager shall be informed of the nature and content of all direct communications with other representatives in connection with the Project.

**J. City Shall Not Be Billed for Certain Taxes.** The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, its consultants and subcontractors, and the Consultant agrees not to invoice the City therefor. The City reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the City's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

**K. Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The City, its agent(s), or the representatives of any funding source shall have the right to inspect

such records from time to time, with or without prior notice, during normal business hours of the Consultant.

## **ARTICLE II CONSULTANT'S RESPONSIBILITIES**

### **2.1 General Description of Services**

A. **Customary Consultant Services.** The Consultant's Services shall consist of the Services described in a Task Order and other services described in Article I hereof and any other services normally performed by a consultant to complete a Project of this nature.

B. **Scope of Consultant's Services.** The scope of the Consultant's Services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, and other parties disclosed by the City and otherwise known to the Consultant as of the date of this Agreement, the date of any Task Order, or which, in the exercise of the best professional judgment of an independent consultant retained by the City, should have been known to Consultant.

C. **Notice of Meetings.** The Consultant shall give timely notice to City of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the City as to time and date of such meetings.

D. **Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the City in connection with the Project and other consultants or professionals employed by the City for work related to the Project.

2.2. **Distribution of Project Information.** The Consultant shall promptly furnish to the Program Manager copies of all, reports, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the City informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the City pursuant to this Agreement and to a Task Order

## **ARTICLE III**

### **INFORMATION AND COMMUNICATION**

**3.1 Information to be Supplied.** The City shall provide information regarding its requirements in the form of Task Orders. The City shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any City-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the City in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

**3.2 Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is the City Engineer, who shall act as Project Manager(s), or his designee set forth in writing. The Program Manager shall act in the interests of the City with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the City regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the City with respect to the Consultant, its Services and work. With respect to the hierarchy of authority to act on behalf of the City, the Program Manager has primary authority to make decisions for the City and to direct the Consultant in connection with this Agreement. Any Approval or Approvals given by the Program Manager on behalf of the City, shall not relieve the Consultant of any of its obligations hereunder.

**3.3 Independent Legal and Accounting Services.** The City shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the City possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

**3.4 Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and affairs, including, without limitation, source code and design materials for work product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it; or (iv) information properly disclosable under FOIA.

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

3.5 **Existing Databases.** The City shall furnish to the Consultant for its use any databases or base information in the City's possession related to the Work of a Task Order.

## **ARTICLE IV**

### **REMEDIES**

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the City thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the City shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement or in any specific Task Order required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the City to the Consultant, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the City terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the



subject of arbitration, if the City's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the City and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

**4.2 Default by City.** In the event the City shall fail to perform any of its material obligations pursuant to this Agreement ("City's Default"), the Consultant shall give written notice within fourteen (14) days to the City. In the event that the City fails to cure a payment default within thirty (30) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the City to be in default hereunder and exercise any remedies available to it.

**4.3 Termination by City Due to Consultant's Default.** If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the City shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within fifteen (15) days after receipt of such notice, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it. The City may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all databases, plans, specifications, drawings, analyses, samples and other data and software prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the City may deem expedient. Additionally, the City may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the City for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

**4.4 Termination by Consultant.** Should the City commit an City's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the City all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the City other than payment for Services performed up to the date of termination and Reimbursable Expenses.

**4.5 Termination by City Without Fault of the Consultant.** The City shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the City shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the City shall pay to the Consultant all sums then due to the Consultant

hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

**4.6 Transfers on Termination.** In the event of any termination of this Agreement by the City, the Consultant shall, upon written request of the City, return to the City within seven (7) days all papers, materials, samples, analyses, databases, software, and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others with the exception of any preexisting materials, where if used or incorporated by Consultant into any work product used by Consultant, Consultant will maintain exclusive ownership, rights, title and interest, to include intellectual property. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Program Manager, the Consultant shall debrief the City with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the City all rights and claims to its Work Product, drawings, specifications, analyses, databases, software, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Program Manager to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the City.

**4.7 Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

**4.8 Claims For Additional Compensation and Time.** If an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the City in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the City. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

## ARTICLE V

### INDEMNIFICATION AND INSURANCE

5.1 **Indemnification.** The Consultant represents and warrants that it will employ its best professional judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "Indemnitor"), agrees to indemnify, save and hold City, its elected officials, department heads, employees, subcontractors and consultants (the "Indemnitee") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses related to the services performed by Consultant, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

5.2 **Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

A. **Coverage Required.** The Consultant shall procure, present to the City in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the City, with endorsement. **Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

Errors and Omissions Insurance (claims made form) will be provided by all consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

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

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

**B. General Requirements.** All policies shall include the following provisions:

**Cancellation notice**—The City shall be entitled to receive from all insurance carriers an unequivocal agreement by policy endorsement to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the City at the following address: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Connecticut 06604.

**Certificates of Insurance**—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the City and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the City prior to any work or other activity commencing under this Agreement.

**Additional insured**—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents, at no

additional cost to the City, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport  
Attention: Purchasing Agent  
999 Broad Street  
Bridgeport, Connecticut 06604"

## ARTICLE VI

### MISCELLANEOUS

**6.1 Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

**6.2 Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the City other than as expressly provided herein. The Consultant acknowledges that the City is not a partner or joint venture with the Consultant and that the Consultant is not an employee or agent of the City.

**6.3 Prohibition Against Assignment.** The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of City. The City may assign its interest in this Agreement at any time to any person or entity that assumes the City's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the City from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

**6.4 Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

**6.5 Notices.** All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

**6.6 No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

**6.7 City's Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the City, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The City and any entity affiliated with the City may reuse all such documents and data for future work in connection with the Enterprise GIS System or for future Projects. Notwithstanding the above, Consultant will maintain exclusive ownership, rights, title and interest, to include all associated intellectual property, to Consultant's Preexisting Materials. Consultant will agree to grant to Owner a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, distribute, perform, display and transmit Consultant's preexisting materials, but only to the extent such Consultant Preexisting Materials are embodied in, incorporated into and made a part of the work product. In addition, Owner acknowledges that Consultant may incorporate into the work product certain software, applications, components and other materials subject to intellectual property rights owned by third parties other than Consultant ("Third Party Intellectual Property"). To the extent any such Third party Intellectual Property is incorporated into the work product, Consultant will ensure that Consultant has all necessary licenses and other rights to such Third party Intellectual Property so that it may be incorporated into the work product or used by the Consultant in performance of the Services. Neither party shall acquire any ownership rights in any Third Party Intellectual Property as an incident to its performance under this Agreement.

**6.8 Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the City and the Consultant and their respective successors, assigns and legal representatives.

**6.9 Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the

same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**6.10 Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision or obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

**6.11 Entire Agreement.** Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

**6.12 Partial Invalidity.** If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

**6.13 Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

**6.14 Waiver of Liens.** The Consultant hereby waives any right it may have to file or assert a lien against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

**6.15 Excusable Delay.** The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations

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

**6.16 Non-Discrimination.** The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit C**.

**6.17 Precedence of Documents.** The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

**6.18 Council Approval of Agreement May Be Required.** This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF BRIDGEPORT**

By: \_\_\_\_\_  
Joseph P. Ganim  
Its: Mayor

\_\_\_\_\_  
By: \_\_\_\_\_  
Name:  
Title:  
Duly-authorized

..

**Exhibit A**

**Task Order Format**

This Task Order No. \_\_\_\_ is made as of this \_\_\_\_ day of \_\_\_\_\_, [year] under the terms and conditions established in the Professional Services Agreement between the Owner and the Consultant dated \_\_\_\_\_, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Project Background Description

Project Understanding

Objectives

**Section A—Scope of Services**

A.1. The Consultant shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables (“**Deliverables**”) to the Owner:

**Section B—Task Schedule**

The Consultant shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

**Section C—Compensation**

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Consultant Compensation in the amount of [dollars], payable according to the following terms:

**[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]**

C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Consultant according to the following terms:

**Section D—Owner's Responsibilities**

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Consultant. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

**Section E—Other Provisions (Including but not limited to Grant funding requirements)**

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: \_\_\_\_\_  
Name:  
Title:

Consultant

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit B**

**Reimbursable Expenses**

Reimbursable Expenses shall include the following:

**Nondiscrimination**

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are

provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.

**ON-CALL**

**BRIDGE INSPECTION SERVICES**

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**CITY OF BRIDGEPORT**

**AND**

**WENGELL MC DONNELL & COSTELLO, INC.**

**2020**

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO as of the    day of November, 2020, by and between the **CITY OF BRIDGEPORT**, a municipal corporation, located in Bridgeport, Connecticut, acting through its Engineering Department (hereinafter referred to as "**City**") and Wengell McDonnell & Costello, Inc., a professional Corporation, having an address at 87 Holmes Road, Newington, CT 60111 (hereinafter referred to as "**Consultant**").

WHEREAS, the City released a Request for Qualifications for on-call bridge inspection services consultants (#ENX020202); and

WHEREAS, the Consultant submitted its qualifications/proposal to Request for Qualifications # ENX020202, which is incorporated herein and made a part hereof by reference; and

WHEREAS, the City selected the Consultant based upon its qualifications and further based upon the Consultant's statements and representations made therein for purposes of entering into negotiation for a contract for task driven professional on-call bridge inspection related services ("**Inspection Services**") (more than one chosen consultant will be entering into such a task driven contract);

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

### DEFINITIONS

The following definitions will be used throughout this Agreement, unless the context requires otherwise:

"**Approval**" or "**Approved**" means, with respect to the administration and performance of this Agreement, that the City, in combination with the Program Manager, as the context requires, has or have given its or their respective written approval(s) to the Consultant when required, including but not limited to, the approval of budgets, Task Orders, directions, changes or deviations from or with respect to Task Orders, additional expenses, substitutions, time delays, schedule changes, etc.

"**Consultant**" means A. DiCesare Associates, PC, the Consultant's Representative, and its Approved consultants and subcontractors designated in writing from time to time during the term of this Agreement.

"**Consultant's Representative**" means a specific individual or individuals designated in writing by the Consultant to the City from time to time as its representative or representatives with respect to the Project. At the inception of this Agreement, the Consultant's Representative shall be \_\_\_\_\_.



**"City"** means the City of Bridgeport, a municipal corporation, acting through the Program Manager who shall be designated in writing from time to time during the term of this Agreement, who at the time of this signing is the City Engineer or his/her designee.

**"Program Manager"** means the City, acting through a specific individual or individuals designated in writing from time to time during the term of this Agreement to the City and the Consultant as its representative or representatives with respect to the Project specified in a Task Order. At the inception of this Agreement, the designee of the Program Manager shall be the City Engineer, Jon Urquidi, or his designee set forth in writing to the City and the Consultant.

**"Project"** means the periodic (per task order) inspection of certain City bridges as set forth in the Task Orders assigned to the Consultant(s). More than one consultant will be requested to compete for any individual task order to the firms awarded a contract under this RFQ. There is no guarantee of work hereunder.

**"Task Schedule"** means the schedule of milestones and other time requirements established in each Task Order.

**"Services"** means the delivery of bridge inspection services and other necessary and related professional services required by a Task Order for the completion of the work described therein.

**"Task" or "Task Order"** is a description of the Services requested from the Consultant, the format of which is described generally in Paragraph 1.1.D and Exhibit A of this Agreement, and the description of the particular Services requested from the Consultant in a Task Order issued to the Consultant from time to time during the term of this Agreement.

**"Term"** means the duration of this Agreement, commencing upon the date specified by the City in a Notice to Proceed on Task Order No. 1 and ending either on (a) the completion of the final Task Order then outstanding or (b) the earlier termination of this Agreement as provided herein, or (c) three (3) years from the date hereon, whichever event shall first occur. Any Task Order issued and not concluded at the termination of the Term, or any extension thereof, shall continue as part of this Agreement until termination of said task. The City reserves the right to extend the term of this Agreement, in writing, for one additional year, at its sole discretion, on terms and conditions mutually agreed to between the parties.

## **ARTICLE I BASIC AGREEMENT**

### **1.1 Structure of the Agreement**

**A. Consultant's Qualifications.** The Consultant represents that it is duly-licensed in the State of Connecticut and is qualified and experienced in the provision of engineering bridge inspection, and other structural engineering services as may be required hereunder, in accordance with the requirements of the City as set forth in one or more Task Orders. The successful Consultant will prepare and present to the City for review and acceptance all required data and software programs as determined by the Project Manager and City, as necessary to accomplish the Tasks in the manner more specifically set forth in this Agreement and in accordance with the Task Orders issued by the City.

**B. Use of Task Orders.** The Consulting Services required by this Agreement will be assigned by Task Order to the successful consultant (numerous consultants partaking in these projects) to allow for the sequential or partial completion of work in response to the City's proposed Project requirements. The Consulting Services shall be authorized by one or more Task Orders. The content, schedule and Compensation for each Task Order shall be negotiated prior to commencing Services under such Task Order.

**C. Assignment of Tasks.** The City shall identify and inform the Consultant of Tasks that it wishes the Consultant to perform, each such Task to be set forth in a written Task Order upon mutual agreement of the terms and conditions thereof between the City and the Consultant. Each additional Task Order to a successful consultant will be considered an amendment to this Agreement, shall be incorporated by reference into this Agreement and shall become a part hereof as if fully set forth herein. Each Task Order shall be commenced by the Consultant within five (5) business days of receipt of a written notice to proceed or on the date specified therein (each, a "Notice to Proceed").

**D. Task Order Format.** A format for a Task Order is attached as Exhibit A. Its inclusion as part of this Agreement illustrates the general framework to be used in authorizing each and every Task Order requiring the Consultant's Services for the duration of this Agreement. The Consultant will be required to prepare an estimate of man-hours and each Hourly Billing Rate to be utilized through the Consultant's forces or through each subcontractor employed or to be employed to perform each Task Order for the duration of the Task Order. Reimbursable expenses shall also be listed as individual line items. After negotiations with the City, the manpower estimate shall be attached to the Task Order.

**E. Authority to Request Additional Tasks or Services.** It is understood and agreed by the parties that, upon the Approval of this Agreement, only the Program Manager, designated by the City in writing from time to time to the Consultant, shall have the authority to add Tasks or Services to this Agreement.

**1.2 Compensation.** The City shall compensate the Consultant for the authorized Services to be performed pursuant to this Agreement as follows:

**A. Basis.** The Consultant shall be compensated for each Task Order on an hourly basis based upon the fee schedule ("Billing Rate") attached hereto as **Exhibit A** set forth to the City monthly by invoice, by achievement of certain milestones, or as may otherwise be set forth in the specific Task Order. If required by the City, the Consultant shall submit projections for each month during the projected duration of such Task Order of the amounts of Compensation to be requested including its best estimate of Reimbursable Expenses (see Exhibit B) in order for the City to appropriately allocate funds for such Compensation.

**1.3 Payment.** Payment of the Compensation set forth herein shall be made to the Consultant as follows:

**A. Progress Payments.** Payment of the Compensation set forth in this Agreement shall be made monthly for the Services completed during the prior month, or by milestone, or as otherwise established by the particular Task Order. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

**B. Submission of Invoices.** Payment of the Compensation set forth in this Agreement shall be made monthly in proportion for actual hours expended in providing the Services completed during the prior month or upon achievement of a particular milestone as the Task Order shall dictate. The accumulated total Compensation at the completion of each Task Order, excluding Compensation for additional services requested in writing by the City in connection with each such Task Order, if any, shall not exceed the agreed-to Compensation payable for Services to be performed under each Task Order.

**C. Timing of Submission; Payment; Interest.** Invoices shall be submitted for Services rendered during the previous month or upon achieving a certain milestone. The City shall have thirty (30) days to review each complete invoice, and payment of all undisputed amounts for Compensation, shall be made within sixty (60) days after receipt thereof. Notwithstanding anything herein to the contrary, Compensation shall not be paid on disputed invoices or portions thereof and no interest shall be payable to the Consultant on amounts withheld by the City based upon a good faith dispute with the Consultant.

**D. Responsibility for Certain Payments.** The Consultant shall remain responsible, and shall indemnify and hold harmless the City, from and against all liability for the withholding and payment of all Federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to the Consultant, its subcontractors and consultants and their respective employees.

**E. Unauthorized Charges.** The Consultant expressly understands and agrees that the City shall not be liable for the payment of any Services or other work performed by the Consultant, its subcontractors and consultants based upon unauthorized representations of or directions from officers, agents or employees of the City other than the Program Manager which exceed the Budget for this Project ("**Unauthorized Charges**") unless the Consultant submits in writing to the City within thirty (30) days of rendering Services or other work that is not authorized or that may exceed the Budget a request for approval of such Unauthorized Charges. Unauthorized Charges that are not brought to the City's attention within such 30-day period will not be honored and payment therefore will be deemed waived by the Consultant, its subcontractors and consultants. Nothing contained herein shall oblige the City for payment of Unauthorized Charges.

**1.4 Use of Consultants and Subcontractors.** The Consultant has retained or will retain as subcontractors or consultants, at its sole cost and expense, full-service, licensed (where required) professionals to render the categories of service to complete each Task Order. The names and qualifications of such consultants will be disclosed to the City in writing for review and approval prior to entering into any Task Order. The Consultant shall inform the City in writing in advance of engaging any other subconsultants not identified at the time of execution of a Task Order. The City shall have the right, in the exercise of its reasonable business judgment, to reject any such additional or substitute consultant or subcontractor and to request the Consultant to submit alternative proposals. The retention of such consultants and subcontractors shall not diminish or reduce the overall responsibility of the Consultant under this Agreement for the successful completion of the Task Order work.

#### **1.5 Project Responsibility and Staffing.**

**A. Consultant's Staffing.** An authorized principal of the Consultant will represent the Consultant in all matters relating to the contractual relationship between the City and the Consultant relating to the work under a Task Order, which person may be removed or replaced as set forth herein in writing from time to time (the "**Consultant's Representative**") in the manner set forth below. It is agreed that the Consultant's Representative shall not be removed by the Consultant without the prior written approval of the City unless such individual has ceased his or her employment with the Consultant. However, the Consultant's Representative shall be removed and replaced, without cost or expense to the City, at the written request of City. If the City requests that the

Consultant's Representative be replaced, the City shall be permitted to terminate this Agreement in the event a replacement, satisfactory to the City in the City's sole discretion, is not provided promptly.

B. **Consultant's Project Manager.** The Consultant shall designate a project manager in writing for each Task Order (the "**Consultant's Project Manager**"). The Consultant's Project Manager shall have responsibility for communications with the City's Program Manager and coordination of the work including, but not limited to, progress reports, meetings, schedule, deliverables and other typical contract administration functions

C. **Subconsultants and Subcontractors.** The Project staff for each Task Order will consist of, at a minimum, the staff identified by the Consultant in the professional categories approved by the City at the time of execution of a Task Order. The Consultant represents that all consultants and subcontractors employed by it in connection with this Agreement possess the requisite licensing (where required) education, training and experience to perform their job descriptions and functions in a competent and professional manner with respect to this Project. No subconsultant shall be replaced without the prior written approval of City. The City may, without incurring cost or expense, require the replacement of any consultant or subcontractor identified in a Task Order in the sole discretion of the City upon written notice to the Consultant.

1.6 **Time.** The Consultant shall complete each Task Order required by this Agreement in a timely fashion in accordance with a schedule for each Task Order (each, a "**Schedule**"). Once the parties hereto have agreed to the Schedule for a Task Order, all dates set forth in the Schedule, as the same may be amended from time to time in accordance with this Agreement, shall be **TIME OF THE ESSENCE**.

A. **Timely Performance an Essential Condition.** It is hereby understood and agreed by the Consultant that the date of commencement, the dates of required intermediate milestones, and the time for completion, as specified in this Agreement and in the accepted Schedule for the Services to be completed by the Consultant with respect to each Task Order issued by the City, are **ESSENTIAL CONDITIONS** of this Agreement.

B. **Commencement of Services.** It is mutually understood and agreed that the Services of the Consultant hereunder for each Task Order shall be commenced within five (5) days after the issuance of a Notice to Proceed by the City or on the date specified therein.

1.7 **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:

A. **Use of Qualified Personnel, Subcontractors and Subconsultants.** The Consultant represents that it is a corporation legally doing business in the State of Connecticut, has the requisite experience to undertake and

complete the Services pursuant to the requirements of this Agreement, has in its employ, or will engage at its sole cost and expense, licensed (where required), experienced, qualified and trained personnel, subcontractors and consultants, and will use, or require those in its employ to use, quality equipment to competently perform the Services required by each Task Order.

**B. Consultant Possesses Adequate Resources and Personnel.** The Consultant represents that it is financially stable and has adequate resources and personnel to complete the Services in a timely fashion.

**C. No Conflicts.** The Consultant has disclosed, or shall disclose, in writing prior to the execution of any Task Order, all conflicts or potential conflicts of interest that may or are likely to have an adverse effect on its ability to independently protect the City's interests in connection with the Project, including but not limited to, the nature and specifics of its relationship with any other participants in the Project, for example the Project Manager, other consultants and subcontractors, and the like. The Consultant represents that its performance of the Services described herein, and its representation of the City, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an enforceable obligation of the Consultant.

**D. Prior Approval of All Subconsultants.** The Consultant will not engage any consultant for any of the Services for any Task Order without prior written notice to and written approval by the City and receipt of the City's written consent, except for those subconsultants specifically identified at the inception of this Agreement.

**E. No Violation of Law.** The Consultant represents that neither it, nor any of its owners, officers, directors, employees or, to the best of its knowledge, any of its approved subcontractors and consultants, have committed a criminal violation of federal or state laws arising directly or indirectly from its business operations that resulted in the imposition of a monetary fine, injunction, criminal conviction or other sanction, and further represents that the Consultant shall take all reasonable steps to ensure that its owners, officers, directors, employees, agents, subcontractors and consultants shall comply with the requirements of all laws, rules and regulations applicable to this Agreement or to the conduct of its or their businesses in the performance of the Services under this Agreement.

**F. Quality and Performance of Services.** The Consultant represents that it will perform, or ensure the performance by others of, the Services in a good and workmanlike manner consistent with the level of skill and care ordinarily exercised by members of the profession currently practicing in the State of Connecticut under similar conditions and will diligently pursue the completion of such Services in accordance with the terms of this Agreement.

**G. Licenses and Permits.** The Consultant represents that it possesses, and will ensure that its subcontractors and consultants possess, all professional licenses and

other licenses and permits in the State of Connecticut that may be required to perform the Services required by this Agreement.

**H. Observance of Proprietary Rights.** The Consultant represents and warrants that it will take reasonable steps to ensure that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secret or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall, at the request of the City and in the City's sole discretion, (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant while such claim of infringement is contested; (ii) modify the Services to be rendered at no cost, expense or damage to the City so as to make such Services non-infringing while preserving the original functionality, and/or (iii) replace the Services or the infringing or potentially infringing portion thereof with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy or resolution of the claim of infringement, the City may terminate all or any part of the Services and, in addition to other relief, shall be entitled to recover the amounts previously paid to the Consultant hereunder related to such claim of infringement.

**I. Communications and Coordination.** The Program Manager shall receive, control and coordinate all documents and arrange all meetings with the Consultant and third parties on behalf of the City. The Program Manager shall be informed of the nature and content of all direct communications with other representatives in connection with the Project.

**J. City Shall Not Be Billed for Certain Taxes.** The City is not obligated to pay certain sales, use, gross receipts taxes, ad valorem or other taxes with respect to the Services rendered by the Consultant, its consultants and subcontractors, and the Consultant agrees not to invoice the City therefor. The City reserves the right to withhold pursuant to Section 12-430(7) of the Connecticut General Statutes, a percentage of the monies owed to any party that is a non-resident of the State of Connecticut but has not received an appropriate certificate from the Commissioner of Revenue pursuant to the aforesaid statute on account of sales taxes that may be owed by such non-resident to the State of Connecticut. Upon request of the Consultant, its consultants or contractors, the City's Purchasing Department will issue tax-exempt certificates to any party purchasing materials or rendering services to the Project for which a tax exemption is available.

**K. Recordkeeping and Audits.** The Consultant shall keep daily, weekly and monthly logs and other records detailing the Services rendered which shall contain sufficient detail as to type of activity performed by each employee, consultant and subcontractor working on the Project under the supervision of the Consultant, the job category of each such employee, the number of hours worked, etc. Such records shall be kept at the Consultant's principal place of business in the State of Connecticut. The City, its agent(s), or the representatives of any funding source shall have the right to inspect

such records from time to time, with or without prior notice, during normal business hours of the Consultant.

## **ARTICLE II CONSULTANT'S RESPONSIBILITIES**

### **2.1 General Description of Services**

**A. Customary Consultant Services.** The Consultant's Services shall consist of the Services described in a Task Order and other services described in Article I hereof and any other services normally performed by a consultant to complete a Project of this nature.

**B. Scope of Consultant's Services.** The scope of the Consultant's Services are described generally in this Agreement, and more specifically in each Task Order, and also include those services that are reasonable, consistent with and necessary to complete each Task Order, including but not limited to preparing and submitting written reports, keeping and distributing daily, weekly and monthly work logs demonstrating the Consultant's progress with respect to the Services and to each Task Order, and the like. All Consultant's Services and documents shall fully comply with the restrictions and requirements of all laws, rules and regulations of federal, state and local governmental and quasi-governmental agencies, authorities and funding sources having jurisdiction over or otherwise related to the Project, utility companies, and other parties disclosed by the City and otherwise known to the Consultant as of the date of this Agreement, the date of any Task Order, or which, in the exercise of the best professional judgment of an independent consultant retained by the City, should have been known to Consultant.

**C. Notice of Meetings.** The Consultant shall give timely notice to City of any meetings that the Consultant feels necessary in connection with a Task Order with utility companies or city, state or other regulatory agencies. Scheduling of such meetings is to be done by the Consultant, after consultation with the City as to time and date of such meetings.

**D. Cooperation with Other Professionals.** The Consultant shall cooperate fully with any consultant employed by the City in connection with the Project and other consultants or professionals employed by the City for work related to the Project.

**2.2. Distribution of Project Information.** The Consultant shall promptly furnish to the Program Manager copies of all, reports, correspondence, studies, meeting minutes and other verbal record, on any media, created by the Consultant or which comes into the possession of the Consultant and required, desired or necessary to keep the City informed of the progress of the Consultant's Services, the progress of the Project, or as otherwise may be requested by the City pursuant to this Agreement and to a Task Order



## ARTICLE III

### INFORMATION AND COMMUNICATION

**3.1 Information to be Supplied.** The City shall provide information regarding its requirements in the form of Task Orders. The City shall furnish to the Consultant such information with reasonable promptness to avoid delay in the performance and delivery of the Services. The Consultant shall be entitled to rely upon the completeness and accuracy of any City-supplied information unless, in the exercise of its best professional judgment, it knows or should know that such reliance would be unreasonable, in which case the Consultant shall inform the City in writing through the Program Manager of the unreliability or unreasonableness of the information supplied.

**3.2 Program Manager; Authority to Direct Consultant.** The Program Manager at the inception of this Agreement is the City Engineer, who shall act as Project Manager(s), or his designee set forth in writing. The Program Manager shall act in the interests of the City with respect to this Agreement and its Task Orders and shall have the authority to examine and review any and all of the Consultant's work products and/or the Services it provides, make recommendations to the City regarding such work and its quality, completeness and timeliness, and carry out and execute the decisions of the City with respect to the Consultant, its Services and work. With respect to the hierarchy of authority to act on behalf of the City, the Program Manager has primary authority to make decisions for the City and to direct the Consultant in connection with this Agreement. Any Approval or Approvals given by the Program Manager on behalf of the City, shall not relieve the Consultant of any of its obligations hereunder.

**3.3 Independent Legal and Accounting Services.** The City shall furnish its own legal, accounting, auditing and insurance counseling services, however, the fact that the City possesses such support services will not relieve the Consultant of its responsibilities pursuant to this Agreement. The Consultant shall furnish, at its own overhead expense, its own legal, accounting, auditing and insurance counseling services.

**3.4 Confidential Information.** Each party hereby acknowledges that it may be exposed to confidential information which may not be available to the public or discoverable under the Freedom of Information Act ("FOIA") and other proprietary information belonging to the other party or relating to its business and affairs, including, without limitation, source code and design materials for work product and other materials expressly designated or marked as confidential ("**Confidential Information**"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party; (iii) information received by a party from a third party who was free to disclose it; or (iv) information properly disclosable under FOIA.

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

3.5 **Existing Databases.** The City shall furnish to the Consultant for its use any databases or base information in the City's possession related to the Work of a Task Order.

## ARTICLE IV

### REMEDIES

4.1 **Default by Consultant.** It shall be a material default under this Agreement in the event that any of the following occur (each an "**Consultant's Default**"): (i) The Consultant fails to expeditiously perform the Services required to be performed under each Task Order through no fault of the City thereby delaying the commencement, progress, or delivery of the Project, or (ii) the Consultant is slow to pay or fails to pay any subcontractor, consultant or agent of the Consultant, or (iii) the Consultant is declared to be bankrupt or insolvent, an assignment for the benefit of creditors is made by the Consultant, the Consultant shall file a voluntary petition in bankruptcy or insolvency, or a receiver shall be appointed for the Consultant and such appointment or bankruptcy or insolvency proceeding, petition, declaration or assignment is not set aside within thirty (30) days of filing, or (iv) any representation or certification made by the Consultant to the City shall prove to be false or misleading on the date said representation or certification is made, or (v) default shall be made in the observance or performance of any material covenant, agreement or condition contained in this Agreement or in any specific Task Order required to be kept, performed or observed by Consultant, or (vi) there has been a material adverse change in the financial condition of the Consultant, or (vii) the Consultant, or any principal or officer of the Consultant shall be convicted of the commission of a crime punishable as a felony, or (viii) the Consultant violates a material provision of any laws, ordinances, rules, regulations or orders of any public authority in the performance of its duties hereunder. If such an Consultant's Default has occurred and has not been cured within thirty (30) days, with or without written notice from the City to the Consultant, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it, including the termination of this Agreement and any Task Order(s) then outstanding. In the event that the City terminates the Consultant for an Event of Default that is not cured after notice and such termination becomes the

subject of arbitration, if the City's termination of the Consultant is deemed to have been wrongful or inappropriate, such termination will be deemed converted to a termination for convenience by the City and the Consultant's remedies shall be limited to those set forth herein with regard to termination for convenience.

**4.2 Default by City.** In the event the City shall fail to perform any of its material obligations pursuant to this Agreement ("**City's Default**"), the Consultant shall give written notice within fourteen (14) days to the City. In the event that the City fails to cure a payment default within thirty (30) days after receipt of such notice or fails to cure a non-payment default within sixty (60) days after receipt of such notice, the Consultant may declare the City to be in default hereunder and exercise any remedies available to it.

**4.3 Termination by City Due to Consultant's Default.** If the Consultant fails to supply enough properly-skilled and licensed (where required) professionals and employees, or proper materials, or if the Consultant commits a material violation of any laws, ordinances, rules, regulations or orders of any public agency or authority having jurisdiction, or otherwise commits an Consultant's Default under this Agreement, the City shall give written notice within fourteen (14) days to the Consultant. In the event that the Consultant fails to cure such default within fifteen (15) days after receipt of such notice, the City may declare the Consultant to be in default hereunder and exercise any remedies available to it. The City may, without prejudice to any right or remedy, terminate the employment of the Consultant and take possession of all databases, plans, specifications, drawings, analyses, samples and other data and software prepared, obtained by or in the possession of the Consultant, whether complete or not, with respect to the Task Order or Task Orders by whatever method the City may deem expedient. Additionally, the City may pursue any legal action available to it to obtain relief for actual damages suffered by reason of the Consultant's Default hereunder. In such event, the Consultant shall be liable to compensate and reimburse the City for all of its loss, cost and expense, including but not limited to attorney's fees and consultant's fees, which are caused by the Consultant's Default.

**4.4 Termination by Consultant.** Should the City commit an City's Default that continues beyond notice and passage of the cure period provided herein, the Consultant may, as its sole and exclusive remedy, terminate this Agreement. Upon such a termination, the Consultant shall be entitled to recover from the City all Compensation due for Services performed in accordance with the requirements of this Agreement to the date of such termination, and Reimbursable Expenses. The Consultant may not recover any other damages, costs or expenses from the City other than payment for Services performed up to the date of termination and Reimbursable Expenses.

**4.5 Termination by City Without Fault of the Consultant.** The City shall have the right to cancel and terminate this Agreement at any time whether or not an Consultant's Default exists hereunder, and the City shall incur no liability to Consultant or any other person by reason of such cancellation, except that, if the cancellation is for no fault of Consultant, the City shall pay to the Consultant all sums then due to the Consultant

hereunder for Services rendered in accordance with this Agreement performed up to the date of termination.

**4.6 Transfers on Termination.** In the event of any termination of this Agreement by the City, the Consultant shall, upon written request of the City, return to the City within seven (7) days all papers, materials, samples, analyses, databases, software, and other items on any form of media prepared by, in the possession of, or available to the Consultant relating to the Project whether created by or at the request of the Consultant or created by others with the exception of any preexisting materials, where if used or incorporated by Consultant into any work product used by Consultant, Consultant will maintain exclusive ownership, rights, title and interest, to include intellectual property. In addition, each party will assist the other party in an orderly termination of this Agreement and the transfer of all aspects hereof, tangible and intangible. If requested by the Program Manager, the Consultant shall debrief the City with respect to the work performed and not performed to date of termination with good faith and due diligence. Such debriefing shall provide explanation, annotation, data and other information concerning drawings, schedule, deliverables and the like for which the Consultant is responsible under this Agreement. Furthermore, the Consultant shall relinquish, assign and transfer in a writing acceptable to the City all rights and claims to its Work Product, drawings, specifications, analyses, databases, software, samples and other deliverables that are part of this Agreement and take such other reasonable steps at the request of the Program Manager to facilitate the continuation of the work of the Consultant by another professional, provided, however, that the Consultant's name and seal may not be used on such items subsequently by one or more other professionals engaged by the City.

**4.7 Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them in connection with this Agreement or the interpretation thereof, if they cannot be resolved by mutual agreement, shall be resolved by a court located in Fairfield County, Connecticut having jurisdiction over the parties.

**4.8 Claims For Additional Compensation and Time.** If an event occurs or other circumstances arise during the performance of the work that establish or may tend to establish a claim by the Consultant for additional Compensation and/or additional time to perform, the Consultant shall promptly make such claim to the City in writing within fourteen (14) days of the occurrence of such event or circumstances setting forth the facts giving rise to such claim under this Agreement and the additional Compensation or contract time requested by the Consultant. The Consultant shall not undertake to perform additional work without the prior written approval of the City. All claims for additional Compensation or additional contract time that are not asserted with such 14-day period are deemed waived by the Consultant.

## ARTICLE V

### INDEMNIFICATION AND INSURANCE

**5.1 Indemnification.** The Consultant represents and warrants that it will employ its best professional judgment in the performance of the Services hereunder to ensure that design products are free from material defects which were known or should have been known to the Consultant in the exercise of reasonable care. To the fullest extent permitted by law, the Consultant, on behalf of itself and its subcontractors, consultants and agents (the "Indemnitor"), agrees to indemnify, save and hold City, its elected officials, department heads, employees, subcontractors and consultants (the "Indemnitee") harmless from and against any and all liability, damage, loss, claim, demand, action and expenses related to the services performed by Consultant, including, but not limited to costs, expenses, consulting fees and reasonable attorneys' fees which arise out of or are connected with: (i) any negligent act, error or omission by the Indemnitor in the performance of this Agreement; (ii) the negligent failure of the Indemnitor to comply with the laws, statutes, ordinances or regulations of any governmental or quasi-governmental agency or authority having jurisdiction over the Project; or (iii) the breach of any material term or condition of this Agreement by the Indemnitor. The provisions of this indemnification article shall not be construed as an indemnification of the Indemnitee for any loss or damage attributable to the sole act or omission of the Indemnitee. The indemnity set forth above shall survive the expiration or any earlier termination of this Agreement.

**5.2 Insurance.** The following insurance coverage is required of the Consultant and it is understood that the Consultant will require other coverage from every consultant and subcontractor in any tier according to the work being performed and shall ensure that all insurance coverage is issued and in force in accordance with the terms hereof. **The Consultant, its subcontractors and consultants may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

**A. Coverage Required.** The Consultant shall procure, present to the City in advance of any Services performed, and maintain in effect for the term of this Agreement without interruption the insurance coverages identified below with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or other rating acceptable to the City, with endorsement. **Under no circumstance may insurance coverage of any kind, except errors and omissions insurance, be of an aggregate type for all locations and/or all operations of the Consultant, its subcontractors or consultants, nor may the face amount of any such coverage be reduced by deductions for defense costs or any other setoff. All insurance coverage must be provided for the Project only. The Consultant, its consultants and subcontractors may not commence work unless and until all such insurance coverages are provided to, reviewed and approved by the City.**

Errors and Omissions Insurance (claims made form) will be provided by all consultants and other professionals involved in the Project with minimum limits of \$3,000,000, or as otherwise required by the City.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum \$1,000,000 per occurrence and \$2,000,000 combined primary and excess coverage for each occurrence/aggregate and \$300,000 property damage.

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

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

**B. General Requirements.** All policies shall include the following provisions:

**Cancellation notice**—The City shall be entitled to receive from all insurance carriers an unequivocal agreement by **policy endorsement** to provide not less than 30 days' prior written notice of cancellation, non-renewal or reduction in coverage, such notices to be given to the City at the following address: Purchasing Agent, City of Bridgeport, Margaret Morton Government Center, 999 Broad Street, Connecticut 06604.

**Certificates of Insurance**—All policies will be evidenced by an original certificate of insurance on a ACORD-25S form delivered to the City and authorized with original signature or stamp of the insurer or a properly-authorized agent or representative reflecting all coverage required, such certificate to be delivered to the City prior to any work or other activity commencing under this Agreement.

**Additional insured**—The Consultant, its consultants and subcontractors will arrange with their respective insurance agents or brokers to name the City, its elected officials, officers, department heads, employees and agents, at no

additional cost to the City, on all policies of primary and excess insurance coverages by endorsement as additional insured parties **by policy endorsement** except errors and omissions coverage and workers' compensation coverage, and as loss payee with respect to any damage to property of the City, as its interest may appear. The undersigned shall submit to the City upon commencement of this Agreement and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in accordance with the terms of this Agreement. The City shall be designated as follows:

"The City of Bridgeport  
Attention: Purchasing Agent  
999 Broad Street  
Bridgeport, Connecticut 06604"

## **ARTICLE VI**

### **MISCELLANEOUS**

**6.1 Singular, Plural, Gender, etc.** Wherever in this Agreement the context so requires, the singular number shall include the plural number and vice versa, and any gender herein used shall be deemed to include the feminine, masculine or neuter gender.

**6.2 Professional Services Contract.** This Agreement is entered into solely to provide for the work of various Task Orders for work related to the Project and to define the rights and obligations, risks and liabilities of the parties hereto. This Agreement, and any document or agreement entered into in connection herewith, shall not be deemed to create any other or different relationship between the Consultant and the City other than as expressly provided herein. The Consultant acknowledges that the City is not a partner or joint venture with the Consultant and that the Consultant is not an employee or agent of the City.

**6.3 Prohibition Against Assignment.** The Consultant may not transfer, hypothecate or in any way alienate or assign its interest in this Agreement or delegate any duties to be performed by it hereunder without the prior written consent of City. The City may assign its interest in this Agreement at any time to any person or entity that assumes the City's obligations from the date of the assignment hereunder; provided, however, that absent express consent in writing by the Consultant, such assignment shall not release the City from its obligations to the Consultant hereunder for payment of all amounts due the Consultant pursuant to this Agreement.

**6.4 Time of the Essence.** All dates set forth in this Agreement, and/or in any accepted Task Order Schedule, as may be amended from time to time, is agreed to be critical to the completion of the Project and shall be considered of the essence to this Agreement.

**6.5 Notices.** All notices, requests, demands or changes of address required or desired by either party shall be in writing and shall be either personally delivered, delivered by messenger or overnight delivery service, or be delivered by registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address heretofore set forth (each a "Notice"). All Notices shall be deemed received, in the case of personal or overnight delivery service, upon receipt, or in the case of mailing, on the date of receipt thereof by the party to whom it is addressed or, if receipt is refused, upon the expiration of forty-eight (48) hours from the time of deposit of such mailed notice in an office of the United States Postal Service. A change of address of a party shall be set forth in the same manner as other required notices.

**6.6 No Waiver.** No waiver of any party's default hereunder by the other party hereto at any one time shall be construed as a waiver by such party of any subsequent breach of the same or another term of this Agreement by the other party.

**6.7 City's Ownership of Documents.** All drawings, specifications, surveys, test results, models, plans, computer programs, databases and other work product prepared by the Consultant or anyone employed by the Consultant in any form or media upon creation are and shall be the sole and exclusive property of the City, including without limitation all copyrights, rights of reproduction and reuse, and other interests relating thereto. The City and any entity affiliated with the City may reuse all such documents and data for future work in connection with the Enterprise GIS System or for future Projects. Notwithstanding the above, Consultant will maintain exclusive ownership, rights, title and interest, to include all associated intellectual property, to Consultant's Preexisting Materials. Consultant will agree to grant to Owner a royalty-free, perpetual, irrevocable, worldwide, non-exclusive license to use, distribute, perform, display and transmit Consultant's preexisting materials, but only to the extent such Consultant Preexisting Materials are embodied in, incorporated into and made a part of the work product. In addition, Owner acknowledges that Consultant may incorporate into the work product certain software, applications, components and other materials subject to intellectual property rights owned by third parties other than Consultant ("Third Party Intellectual Property"). To the extent any such Third party Intellectual Property is incorporated into the work product, Consultant will ensure that Consultant has all necessary licenses and other rights to such Third party Intellectual Property so that it may be incorporated into the work product or used by the Consultant in performance of the Services. Neither party shall acquire any ownership rights in any Third Party Intellectual Property as an incident to its performance under this Agreement.

**6.8 Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the City and the Consultant and their respective successors, assigns and legal representatives.

**6.9 Captions.** The captions and headings contained herein are for convenience only and are not to be construed as part of this Agreement, nor shall the



same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**6.10 Governing Law; Venue.** This Agreement shall be construed in accordance with the laws of the State of Connecticut. In the event that any party affirmatively waives its right to arbitrate disputes that arise under this Agreement, any legal action brought to enforce any provision or obtain any interpretation of this Agreement or for other relief shall be brought in a State or Federal court of competent jurisdiction over the parties in Bridgeport, Connecticut.

**6.11 Entire Agreement.** Each party acknowledges that there are no prior or contemporaneous oral promises, undertakings or agreements in connection with this Agreement that are not contained herein. This Agreement may be modified only by a written agreement signed by all parties hereto. All previous negotiations and agreements between the parties hereto, with respect to the transactions set forth herein, are merged into this instrument, the documents or other materials referenced herein, the Task Orders, and amendments hereto mutually agreed to in writing by the parties, which together fully and completely express the parties' rights and obligations.

**6.12 Partial Invalidity.** If any term or provision of this Agreement is believed to be illegal, unenforceable or in violation of the laws, statutes, ordinances or regulations or any public agency or authority having jurisdiction over the parties or the Project, then, such matter shall be submitted to arbitration in accordance with this Agreement to determine whether such term or provision is severable or if this Agreement is deemed to be a whole by a fair construction of its terms and provisions under Connecticut law. If such term or provision is found to be severable, this Agreement shall remain in full force and effect, such term shall be deemed stricken therefrom and this Agreement shall be interpreted, when possible, so as to reflect the intentions of the parties as indicated by any such stricken term or provision. If such term is not found to be severable, this Agreement may be terminated by either party upon the giving of prompt written notice within ten (10) days after such determination, whereupon the rights and obligations of the parties shall be determined in accordance with the provisions of this Agreement as if a mutual, voluntary termination had occurred.

**6.13 Survival.** The terms, provisions, representations, warranties and certifications contained in this Agreement, or inferable therefrom, shall survive the completion of the Project, or the earlier termination of this Agreement as to the Services completed to the date of such termination, subject to all applicable statutes of limitation and repose.

**6.14 Waiver of Liens.** The Consultant hereby waives any right it may have to file or assert a lien against the Project, including but not limited to, any rights granted to the Consultant by the laws of the State of Connecticut.

**6.15 Excusable Delay.** The parties hereto, respectively, shall not be in default of this Agreement if either is unable to fulfill, or is delayed in fulfilling, any of its obligations

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

**6.16 Non-Discrimination.** The requirements for minority hiring and participation by disadvantaged businesses are set forth in Chapter 3.12 of the Municipal Code of Ordinances of the City of Bridgeport, which Chapter is attached here to as **Exhibit C**.

**6.17 Precedence of Documents.** The documents constituting this Agreement set forth in Paragraph 6.11 are intended to be complementary and shall be read together to include everything necessary for the proper execution and completion of the work set forth in every Task Order whether specified therein or not. However, to the extent that any conflicts, inconsistencies or ambiguity exist in the contract documents, the Consultant shall perform the more stringent requirement or adhere to the higher standard of work or performance involved. In the event of an irreconcilable conflict, then a determination shall be made by review of the various contract documents in the following descending order of precedence: This Agreement; any Task Order; any properly-executed change or amendment to a Task Order. As between figures given in drawings and the scale of measurements, the figures shall take precedence. Detail drawings shall have precedence over general drawings.

**6.18 Council Approval of Agreement May Be Required.** This Agreement may become effective upon the execution thereof by all parties and delivery of a fully-executed original to the Consultant. The Office of the City Attorney shall determine if the City Council must approve this Agreement, in which case it shall not become effective until the City Council of the City of Bridgeport approves the same, the Mayor or other authorized individual executes the Agreement or it becomes effective pursuant to the terms of the City Charter, and the Consultant receives an executed original thereof complete with all Schedules and Exhibits.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF BRIDGEPORT**

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

Joseph P. Ganim

Its: Mayor

\_\_\_\_\_

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

Name:

Title:

Duly-authorized

..

**Exhibit A**

**Task Order Format**

This Task Order No. \_\_\_\_ is made as of this \_\_\_\_ day of \_\_\_\_\_, [year] under the terms and conditions established in the Professional Services Agreement between the Owner and the Consultant dated \_\_\_\_\_, and shall constitute an amendment to such Agreement. This Task Order is issued for the following purpose, consistent with the Project defined in the Agreement:

[Brief description of the Project elements to which this Task Order applies.]

Project Background Description

Project Understanding

Objectives

**Section A—Scope of Services**

A.1. The Consultant shall perform the following Services:

A.2. The following Services are not included in this Task Order, but shall be provided as additional Services if Approved in writing by the Owner.

A.3. In conjunction with the performance of the foregoing Services, the Consultant shall provide the following submittals/deliverables (“**Deliverables**”) to the Owner:

**Section B—Task Schedule**

The Consultant shall perform the Services and deliver the related documents, if any, according to the following Task Schedule:

**Section C—Compensation**

C.1. In return for the performance of the Services under this Task Order, the Owner shall pay the Consultant Compensation in the amount of [dollars], payable according to the following terms:

**[INSERT METHOD OF COMPENSATION AND TIMING OF PAYMENTS]**

C.2. Compensation for any additional Services requested under this Task Order, if any, shall be paid by the Owner to the Consultant according to the following terms:

**Section D—Owner’s Responsibilities**

The Owner shall perform and/or provide the following in a timely manner so as not to delay the performance or completion of the Services by the Consultant. Unless otherwise provided in this Task Order, the Owner shall bear all costs incident to compliance with the following:

**Section E—Other Provisions (Including but not limited to Grant funding requirements)**

The parties agree to the following additional provisions with respect to this Task Order:

Except to the extent modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Owner

By: \_\_\_\_\_  
Name:  
Title:

Consultant

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit B**

**Reimbursable Expenses**

Reimbursable Expenses shall include the following:

**Nondiscrimination**

Chapter 3.12 of the Bridgeport Code of Ordinances reads in pertinent part as follows:

- A. The Contractor agrees and warrants that during the performance of this contract he will not Discriminate or permit discrimination against any person or group of persons because of race, color, religion, sex, age or national origin in any manner prohibited by the laws of the United States or of the state of Connecticut, and further agrees to take affirmative action that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Office of Contract Compliance of the City of Bridgeport setting forth the provisions of this section.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, sex, age or national origin.
- C. The Contractor will send to each labor union or other representative with which he has a collective bargaining agreement or other contract or understanding, and to each vendor with which he has a contract or understanding, a notice to be provided advising the labor union or worker's representative of the Contractor's commitments under this division, and shall post copies of such notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of this Section and with all the rules and regulations or orders issued by the Office of Contract Compliance pursuant thereto.
- E. The Contractor will provide the Office of Contract Compliance with such information requested by said office concerning the employment pattern, practices and procedures of the Contractor as relate to the provisions of subsections A through C of this Section and rules and regulations and/or orders issued pursuant thereto.
- F. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any rule, regulation or order issued under this Section, the Contract may be canceled, terminated or suspended, in whole or in part and such other sanctions may be imposed and remedies invoked as are

provided under the provisions of Section 3.12.100(D) of the City of Bridgeport Ordinances and rules, regulations or orders issued pursuant thereto, or as provided by federal and state laws.

- G. The Contractor will include the provisions of subsection A of this Section, in every subcontract or purchase order unless exempted by rules, regulations or orders of the Office of Contract Compliance issued pursuant to Section 3.12.060 of the City of Bridgeport Ordinances, so that such provision will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Office of Contract Compliance may direct as a means of enforcing this Section, including sanctions for non-compliance in accordance with the provisions of Section 3.12.100 of the City of Bridgeport Ordinances.



Comm.# 199-19 Referred to ECD& Environment Committee on 11/16/2020.

November 10, 2020

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

**Re: Resolution –State of Connecticut Department of Energy and Environmental Protection- Elton Rogers Park Dam- Ox Brook Rehabilitation (#0C482)**

Attached, please find a Grant Summary and Resolution for **State of Connecticut Department of Energy and Environmental Protection- Elton Rogers Park Dam- Ox Brook Rehabilitation** to be referred to the **Committee on Economic and Community Development and Environment** of the City Council.

**Grant: State of Connecticut Department of Energy and Environmental Protection- Elton Rogers Park Dam- Ox Brook Rehabilitation**

If you have any questions or require any additional information, please contact me at 203-576-7134 or [isolina.dejesus@Bridgeportct.gov](mailto:isolina.dejesus@Bridgeportct.gov).

Thank you,

Isolina DeJesus  
Central Grants Office

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## GRANT SUMMARY

**PROJECT TITLE:** State of Connecticut Department of Energy and Environmental Protection- Elton Rogers Park Dam- Ox Brook Rehabilitation (#0C482)

NEW  RENEWAL  CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Isolina DeJesus

**PHONE NUMBER:** 203-576-7134

**PROJECT SUMMARY/DESCRIPTION:** The City of Bridgeport Engineering Department will receive \$5,140,000.00 in bonded funds lobbied by State Representative Jack Hennessey through the State of Connecticut DEEP. Bond funds were approved in the 2017 legislative session to fund the rehabilitation of the dam located in Elton Roger Park. Previously, the City received \$260,000 from DEEP to conduct the evaluation and design of a flood control impoundment.

**CONTRACT PERIOD:** TBD

FUNDING SOURCES (include matching funds):	
Federal:	\$ 0
State:	\$ 5,140,000.00
City:	\$ 0
Other:	\$ 0

GRANT FUNDED PROJECT FUNDS REQUESTED	
Salaries/Benefits:	\$ 0
Construction:	\$ 5,140,000.00

MATCH REQUIRED		
	CASH	IN-KIND
Source: N/A		
Salaries/Benefits:	\$ 0	\$ 0
Supplies:	\$ 0	\$ 0
Contractual:	\$ 0	\$ 0
Other:	\$ 0	\$ 0

**A Resolution by the Bridgeport City Council**

**Regarding the**

**State of Connecticut Department of Energy and Environmental Protection  
Elton Rogers Park Dam- Ox Brook Rehabilitation (#0C482)**

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

**WHEREAS**, this funding has been made possible through **Bond Commission Approval May 12, 2017**; and

**WHEREAS**, funds under this grant will be used for the rehabilitation of the dam located in Elton Rogers Park as part of the larger Ox Brook Flood Control Project; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Police Department submits an application to the **State of Connecticut Department of Energy and Environmental Protection** to support the rehabilitation of the dam.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Department of Energy and Environmental Protection** for the purpose of the **Elton Rogers Park Dam- Ox Brook Rehabilitation**; and
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Department of Energy and Environmental Protection** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Comm.# 200-19 Referred to ECD& Environment Committee on 11/16/2020.

November 10, 2020

City of Bridgeport  
45 Lyon Terrace, Room 204  
Bridgeport, Connecticut 06604

**Re: Resolution – Funding Opportunity- State of Connecticut Department of Transportation-  
Seaview Avenue Corridor Project- Construction (#16311)**

Attached, please find a Grant Summary and Resolution for the **State of Connecticut Department of Transportation - Seaview Avenue Corridor Project (Construction) Grant** to be referred to the Economic and Community Development and Environment Committee.

If you have any questions or require additional information, please contact me at 203-576-7134 or [isolina.dejesus@Bridgeportct.gov](mailto:isolina.dejesus@Bridgeportct.gov).

Thank you,

Isolina DeJesus  
Central Grants Office

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**GRANT SUMMARY**

**PROJECT TITLE:** State of Connecticut Department of Transportation Seaview Avenue Corridor Project- Construction (#16311)

NEW  RENEWAL  CONTINUING

**DEPARTMENT SUBMITTING INFORMATION:** Central Grants Office

**CONTACT NAME:** Isolina DeJesus

**PHONE NUMBER:** 203-576-7134

**PROJECT SUMMARY/DESCRIPTION:** The construction project is to provide roadway reconstruction and streetscape improvements to Seaview Avenue, realignment of the intersection of Seaview Avenue and Barnum Avenue, and construction of a new arterial roadway north of Boston Avenue. The limits of the construction project begin at the intersection of Seaview Avenue and Barnum Avenue and end at the intersection of Bond Street and Steward Street for a total distance of approximately 4,900 feet.

Funding for the construction project is provided under the High Priority Projects Program with a funding ration of eighty percent Federal and twenty percent municipal. Public Facilities will request the match portion in the upcoming 5-Year Capital budget to be approved by the City Council.

**CONTRACT PERIOD:**

<b>Funding Source (including matching funds):</b>	
Federal:	\$ 0
State:	\$ 9,053,283.96
City:	\$ 2,414,394.99
Other:	\$ 0

<b>GRANT FUNDED PROJECT FUNDS REQUESTED</b>	
Construction:	\$12,071,974.95

<b>MATCH REQUIRED</b>		
	CASH	IN-KIND
Source: City		
Construction:	\$2,414,394.99	\$ 0

**A Resolution by the Bridgeport City Council**

**Regarding the**

**State of Connecticut Department of Transportation  
Seaview Avenue Corridor Project- Construction (#16311)**

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

**WHEREAS**, the **State of Connecticut Department of Transportation** provided funding for the design of the Seaview Avenue Corridor Project which has been completed; and

**WHEREAS**, funding is now being provided under the High Priority Projects Program to fund construction with a funding ratio of 80% federal and 20% municipal; and

**WHEREAS**, funds under this grant will be used to support the reconstruction and streetscape improvements of Seaview Avenue between the streets of Barnum Avenue and Boston Avenue, and construction of a new arterial roadway north of Seaview Avenue and Barnum Avenue and end at the intersection of Bond Street and Steward Street for a total distance of approximately 4,900 feet; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submit an application to the **State of Connecticut Department of Transportation** to support the reconstruction and streetscape improvements.

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

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

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY  
999 Broad Street  
Bridgeport, CT 06604-4328  
Telephone (203) 576-7647

November 9, 2020

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

**Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE**  
**Proposed Settlement of Pending Litigation in the Matter of**  
***James Quinn (Dec'd) v. City of Bridgeport / Fire Department***  
**D/I – 10/29/2008 Claim No.: W000819710; D/I – 7/7/2018 Claim No.: W00092362**

Dear Councilpersons:

**a. Submission Title:** Request for Workers' Compensation Litigation Settlement Approval.

**b. Submitting Entity:** Office of the City Attorney (via Mark T. Anastasi, Esq. and Joseph Passaretti, Jr., Esq. of Monstream Law Group, LLP

**c. Contact Person:** Mark T. Anastasi, Esq. – contact info. above.

**d. Approval Deadline:** December 7, 2020

**e. Case Summary:** The plaintiff's widow is claiming Chapter 568 damages sustained as a consequence of her deceased husband's allegedly job-related death from a cardiac condition.

**f. Council Action Requested:** Approval of request for settlement.

**g. Financial Impact Analysis:** Total cost to the City will be a total of \$240,000.00 to be paid to Morrissey, Morrissey & Mooney, LLC in its capacity as Trustee. The Payment may at the City's option be spread over two equal installments of \$120,000 during fiscal year 2020-2021 and fiscal year 2021-2022.

**h. Funding Budget-Line:** The settlement payment will be made from the appropriate City's Workers' Compensation operating budget lines.

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**i. Proposed Motion:** Motion to authorize and approve payment of \$240,000.00 in full and final settlement in two equal installments during FY 2021 and FY 2022 (or earlier at the City's sole option) of workers' compensation matters *James Quinn (Dec'd) v. City of Bridgeport / Fire Department* (D/I – 10/29/208 Claim No.: W000819710; D/I – 7/7/2018 Claim No.: W00092362)

**Kindly place this matter on the agenda for the City Council meeting of November 16<sup>th</sup> for referral to the Miscellaneous Matters Committee only.**

Thank you for your assistance in this matter.

Very truly yours,

*Mark T. Anastasi /s/*

Mark T. Anastasi, Esq.

cc: R. Christopher Meyer, City Attorney  
Joseph J. Passaretti, Jr., Esq.  
Monquencelo Miles, Benefits Office



CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, CT 06604-4328  
Telephone (203) 576-7647

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November 9, 2020

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

**Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE**  
**Proposed Settlement of Pending Litigation in the Matter of**  
***David DeFeo v. City of Bridgeport / Police Department***  
**D/I – 1/12/2017 Claim No.: W001878736**

Dear Councilpersons:

- a. Submission Title:** Request for Workers' Compensation / HH litigation settlement approval.
- b. Submitting Entity:** Office of the City Attorney (via Mark T. Anastasi, Esq. and Joseph Passaretti, Jr., Esq. of Monstream Law Group, LLP)
- c. Contact Person:** Mark T. Anastasi, Esq. – contact info. above.
- d. Approval Deadline:** December 7, 2020
- e. Case Summary:** The plaintiff a retired Bridgeport police officer is claiming damages sustained as a consequence of allegedly job-related medical conditions.
- f. Council Action Requested:** Approval of request for settlement.
- g. Financial Impact Analysis:** Total cost to the City will be a total of \$75,000.00 to be paid to Miller, Rosnick, August, D'Amico and Butler in its capacity as Trustee. The Payment may at the City's option be spread over three equal installments of \$25,000 during fiscal year 2020-2021 and fiscal year 2021-2022 and FY 2022-2023.
- h. Funding Budget-Line:** The settlement payment will be made from the appropriate City's Workers' Compensation operating budget lines.

**i. Proposed Motion:** Motion to authorize and approve payment of \$75,000.00 in full and final settlement in three equal installments during FY 2021, FY 2022 and FY 2023 (or sooner at the City's sole option) of a workers' compensation / HH matter *David DeFeo v. City of Bridgeport / Police Department D/A – 1/12/2017 Claim No.: W001878736*

**Kindly place this matter on the agenda for the City Council meeting of November 16<sup>th</sup> for referral to the Miscellaneous Matters Committee only.**

Thank you for your assistance in this matter.

Very truly yours,

*Mark T. Anastasi /s/*

Mark T. Anastasi, Esq.

cc: R. Christopher Meyer, City Attorney  
Joseph J. Passaretti, Jr., Esq.  
Monquencelo Miles, Benefits Office

CITY OF BRIDGEPORT  
OFFICE OF THE CITY ATTORNEY

999 Broad Street  
Bridgeport, CT 06604-4328  
Telephone (203) 576-7647

November 9, 2020

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

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CITY CLERK

**Re: REFERRAL TO MISCELLANEOUS MATTERS COMMITTEE**  
**Proposed Settlement of Pending Litigation in the Matter of**  
***Robert Sapiro v. City of Bridgeport***

- a. Submission Title:** Request for Workers' Compensation Litigation Settlement Approval.
- b. Submitting Entity:** Office of the City Attorney (via Mark T. Anastasi, Esq. and Joseph Passaretti, Jr., Esq. of Monstream Law Group, LLP
- c. Contact Person:** Mark T. Anastasi, Esq. – contact info. above.
- d. Approval Deadline:** December 7, 2020
- e. Case Summary:** The retired Bridgeport police captain plaintiff is claiming Workers' Compensation and/or HH damages sustained as a consequence of his service with the City of Bridgeport.
- f. Council Action Requested:** Approval of request for settlement.
- g. Financial Impact Analysis:** Total cost to the City will be a total of \$80,000.00 to be paid to Morrissey, Morrissey & Mooney, LLC in its capacity as Trustee. The payment may at the City's option be spread over two installments of \$35,000 upon final approval and \$45,00 on or before July 31, 2021.
- h. Funding Budget-Line:** The settlement payment will be made from the appropriate City's Workers' Compensation operating budget lines.

**i. Proposed Motion:** Motion to authorize and approve payment of \$80,000.00 in full and final settlement in two installments during FY 2021 (\$35,000) and at the City's sole option in FY (not later than 7/31/21) in the matter *Robert Sapiro v. City of Bridgeport*.

**Kindly place this matter on the agenda for the City Council meeting of November 16<sup>th</sup> for referral to the Miscellaneous Matters Committee only.**

Thank you for your assistance in this matter.

Very truly yours,

*Mark T. Anastasi /s/*

Mark T. Anastasi, Esq.

cc: R. Christopher Meyer, City Attorney  
Joseph J. Passaretti, Jr., Esq.  
Monquencelo Miles, Benefits Office

**Item# \*146-19 Consent Calendar**

Resolution for the City Attorney to draft language to amend Municipal Code Ordinance, Chapter 2.36 - Officers' Salaries, Section 2.36.010 - Officers' and Unaffiliated Employee Salaries.



**Report  
of  
Committee  
on**

**Ordinance**

City Council Meeting Date: November 16, 2020

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

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

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

Please Note: Mayor did not sign Report

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*146-19 Consent Calendar**

**WHEREAS**, the City Code under Chapter 2.36 - OFFICERS' SALARIES 2.36.010 - Officers' and unaffiliated employee salaries establishes minimum and maximum position salaries for all listed unaffiliated positions; and

**WHEREAS**, the second sentence of section A. of Chapter 2.36 - OFFICERS' SALARIES 2.36.010 - Officers' and unaffiliated employee salaries states "Position annual salaries and annual salaries for those acting in any of the positions set forth in this section shall be adjusted in accordance with the negotiated across-the-board increases granted to other city supervisors"; and

**WHEREAS**, as Mayoral appointees already receive near the maximum salary range set by the ordinance an automatic addition of across the board increases granted to other city supervisors is unnecessary, wasteful and circumvents the Budget and Appropriations Committee as it expands the maximum salary range for subsequent fiscal years; and

**WHEREAS**, the salary ranges listed in City Code Chapter 2.36 - OFFICERS' SALARIES 2.36.010 - Officers' and unaffiliated employee salaries should be solely determined during the annual City budget formulation process by the City Council Budget and Appropriations Committee and not as subsequent add-ons based on someone else's collective bargaining agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Bridgeport City Council that the City Attorney draft for the Council Ordinance Committee the proper rewording of City Code Chapter 2.36 - OFFICERS' SALARIES 2.36.010 - Officers' and unaffiliated employee salaries to eliminate in section A. the second sentence "Position annual salaries and annual salaries for those acting in any of the positions set forth in this section shall be adjusted in accordance with the negotiated across-the-board increases granted to other city supervisors" for the reason that it is unnecessary, wasteful and circumvents the Budget and Appropriations Committee as it expands the maximum salary range for subsequent fiscal years.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on Ordinances  
Item No. \*146-19 Consent Calendar

-2-

– Attached Chapter 2.36 - OFFICERS' SALARIES 2.36.010 –  
Officers' and unaffiliated employee salaries –

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
ORDINANCES

---

Marcus A. Brown, Co-Chair

---

Rosalina Roman-Christy, Co-Chair

---

Ernest E. Newton, II

---

Michelle A. Lyons

---

Avelino D. Silva

---

Maria I. Valle

---

M. Evette Brantley

*City Council Date: November 16, 2020*

Chapter 2.36 - OFFICERS' SALARIES

2.36.010 - Officers' and unaffiliated employee salaries.

A. The following position salaries shall be established for all listed unaffiliated positions in this subsection. Position annual salaries and annual salaries for those acting in any of the positions set forth in this section shall be adjusted in accordance with the negotiated across-the-board increases granted to other city supervisors. The labor relations office shall provide the city clerk with updated ranges set forth in this section, effective as of each July 1, to reflect such across-the-board increases. Salary ranges for any newly created positions shall be referred to the budget and appropriations committee for review. Salary ranges for acting or appointed positions shall fall within the ranges listed below. The full city council shall have the power to approve or disapprove the salary ranges recommended by the mayor and/or budget and appropriations committee. the mayor may authorize salary increases within the salary ranges established by ordinance. No individual, serving in a position listed below, may receive remuneration from any other city board, commission or authority of the city of Bridgeport, including the board of education, in the form of wages, fee or other emoluments, without express prior approval by the city council. The exception to this section is for a legally awarded pension from the city of Bridgeport or any of the boards, commissions or authorities, including the board of education.

Grade	Job Title/Class	Salary range
<b>Chief Elected Official</b>		
9	Mayor	\$152,855
<b>Chief Appointed Officials</b>		
9a	Police Chief	\$137,721 \$151,304
9a	Fire Chief	\$137,721 \$151,304
9a	Director of Mayoral Initiatives/Chief of Staff	\$137,721 \$151,304
9a	Chief Administrative Officer	\$137,721 \$151,304
9b	Assistant CAO	\$135,362 \$148,309
<b>Executive Appointed Officials</b>		
8	Finance Director	\$131,706 \$144,874
8	OPM Director	\$131,706 \$144,874
8	OPED Director	\$131,706 \$144,874



8	Public Facilities Director	\$131,706	\$144,874
8	Health Director	\$131,706	\$144,874
8	Labor Relations Director	\$131,706	\$144,874
8	Director of Health and Social Service	\$131,706	\$144,874
8	I.T.S. Director	\$131,706	\$144,874
8	Parks and Recreation Director	\$131,706	\$144,874
8	City Attorney	\$131,706	\$144,874
8a	City Attorney (PT)	\$87,255	\$95,486
8b	Assistant Chief of Police	\$130,654	\$142,425
8b	Deputy Director of Public Facilities	\$130,654	\$142,425

**Management appointed officials**

7a	City Librarian	\$116,680	\$132,530
7a	Director of Public Safety	\$116,680	\$132,530
7a	Director of Construction Services	\$116,680	\$132,530
7a	Tax Assessor	\$116,680	\$132,530
7a	Deputy Director Finance/Comptroller	\$116,680	\$132,530
7a	Director of Public Safety Communications	\$116,680	\$132,530
7a	Deputy Director OPED	\$116,680	\$132,530
7a	Tax Collector	\$116,680	\$132,530
7a	Deputy Director of Labor Relations	\$116,680	\$132,530

**Major Deputy Class**

6	Director of Human Services	\$104,548	\$114,997
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6	Deputy CAO	\$104,548	\$114,997
6	Deputy Director Finance/Management	\$104,548	\$114,997
6	Director of Social Services	\$104,548	\$114,997
6	Deputy City Attorney (PT)	\$104,548	\$114,997
6	Deputy Tax Assessor	\$104,548	\$114,997
6	Deputy Director Public Safety Communications	\$104,548	\$114,997
6	Communications Director	\$104,548	\$114,997
6	Director, Office of Education and Youth	\$104,548	\$114,997
6	Deputy Chief of Staff	\$104,548	\$114,997

**Department Class**

5	Sr. Labor Relations Officer	\$90,549	\$105,363
5	Mayor Executive Office Manager	\$90,549	\$105,363
5	Director Organizational Development	\$90,549	\$105,363
5	City Treasurer	\$90,549	\$105,363
5	Director L.U.C.R.	\$90,549	\$105,363
5	Utility Manager	\$90,549	\$105,363
5	Benefits Manager	\$90,549	\$105,363
5	Project Manager	\$90,549	\$105,363
5	Human Resource Manager	\$90,549	\$105,363
5	Director of Grants	\$90,549	\$105,363
5	Clinical Physician	\$90,549	\$105,363
5a	Chief Accountant	\$84,021	\$92,907

**Program Class**

4	Assistant Internal Audit	\$77,375	\$85,699
4	Affirmative Action Director	\$77,375	\$85,699
4	Harbormaster	\$77,375	\$85,699
4	Registrar of Voters	\$77,375	\$85,699
4a	OPM Analyst	\$69,625	\$83,932
4a	Mayor's Community Liaison	\$69,625	\$83,932
4a	Mayor's Aide	\$69,625	\$83,932
4a	Labor Management Coordinator	\$69,625	\$83,932
4a	Special Project Coordinator	\$69,625	\$83,932
4a	Labor Relations Officer	\$69,625	\$83,932
4a	Data Base Administrator	\$69,625	\$83,932
4a	Medical Health Director	\$69,625	\$83,932

**Technical Class**

3	Sealer Weights and Measurers	\$69,625	\$79,021
3	Executive Secretary	\$69,625	\$79,021
3a	Assistant City Attorney's (PT)	\$55,977	\$67,798
3a	Press Secretary	\$55,977	\$67,798
3a	Assistant Special Project Manager	\$55,977	\$67,798
3a	Assistant to Police Chief	\$55,977	\$67,798

**Support Services Class**

2	Administrative Assistant	\$49,388	\$60,914
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2	Financial Coordinator	\$49,388	\$60,914
2	Deputy Registrar of Voters	\$49,388	\$60,914
2	Legislative Liaison	\$49,388	\$60,914
2	Secretary (Mayor)	\$49,388	\$60,914
2	Urban Affairs Officer	\$49,388	\$60,914
2a	Trainer	\$36,219	\$46,555
2a	Clerical Assistant	\$36,219	\$46,555
2a	Secretary	\$36,219	\$46,555
2a	Constituent Service Representative	\$36,219	\$46,555
2a	Legislative Aide	\$36,219	\$46,555
2b	Data Coordinator	\$43,367	\$48,187

**Special Class**

1	City Clerk	\$38,796
1	Town Clerk	\$38,796
1	Public Facilities Inspector	\$46,614
1	Annex Courier (P/T)	\$23,277
1	Receptionist (P/T)	\$14,492

B. **Take Home Vehicles.** The city of Bridgeport avails to certain individuals in the class of officers and unaffiliated employees the use of a take home vehicle. The improper use of said vehicle can place extreme financial burdens on the city of Bridgeport. In order to protect itself from unnecessary hardship the city of Bridgeport requires the following for any individual partaking in this benefit:

1. **Mandatory random quarterly testing for drugs and alcohol.**
2. **Mandatory on scene reporting to the local law enforcement authorities of any vehicle accident.**
3. **Mandatory testing for drugs and alcohol within twenty-four (24) hours of any motor vehicle accident; mandatory testing within two hours of any motor vehicle accident that involves injuries to an individual.**

4. Mandatory suspension of the use of a vehicle for failure to abide by the above.
5. The city reserves the right to establish a charge for excess mileage at a rate and a mileage limit to be determined.

(Ord. dated 6/4/07; Ord. dated 8/2/04)

(Ord. dated 7/7/08; Ord. dated 1/3/12; Ord. dated 9/4/12 ; Ord. dated 12/7/15 ; Ord. of 9/5/2017 ; Ord. dated 4/1/19 ; Ord. dated 7/1/19.)

2.36.020 - Dates of payment.

- A. The salaries and compensation of all officers and employees of the city, other than teachers as defined in special act number 407 of the Special Acts of 1935, Section 24, as amended by special act number 28 of 1951, shall be paid in weekly installments.
- B. Notwithstanding anything set forth in subsection A of this section, aldermen shall be paid in equal quarterly installments on January 1, April 1, July 1 and October 1. In event an alderman should in any manner vacate his or her office during his or her term of office then he or she shall be entitled to a per diem payment based upon the number of days he or she served after the last previous quarterly payment. In the event an alderman is appointed to fill a vacancy in office then he or she shall be entitled to be paid on the next quarterly payment date a per diem payment based upon the number of days he or she served to that date.

(Prior code § 2-57)

2.36.030 - Sheriffs' fees.

The following fees shall be paid to sheriffs: For each day's actual attendance in court, other than with prisoners, three dollars (\$3.00); for warning common council meeting, fifteen dollars (\$15.00).

(Prior code § 2-58)

**Item # \*185-19 Consent Calendar**

Grant Submission: re Resolution - State of Connecticut Court Support Services Division-Youth Violence Prevention Initiative (#21399).



**Report  
of  
Committee  
on**

**Public Safety and Transportation**

City Council Meeting Date: November 16, 2020

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

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

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

Please Note: Mayor did not sign Report

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# City of Bridgeport, Connecticut

## Office of the City Clerk

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

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

**Item No. \*185-19 Consent Calendar**

**A Resolution by the Bridgeport City Council  
Regarding the  
State of Connecticut Court Support Services Division  
Youth Violence Prevention Initiative (# 21399)**

**WHEREAS**, the **State of Connecticut Court Support Services Division** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through **Sec. 48 of Public Act 19-117** which allocates funds to the **Youth Violence Prevention Initiative** to support youth violence prevention programs in Bridgeport, New Haven, Hartford and Waterbury; and

**WHEREAS**, funds under this grant will be used to support programs that provide services to at-risk youth within the City for the purpose of offering opportunities to lead a healthy, safe, productive lives and that those who have made bad choices have rehabilitative services available to them; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport Police Department submits an application to the **State of Connecticut Court Support Services Division** to support youth violence prevention programs.

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

1. That it is cognizant of the City's grant application to and contract with the **State of Connecticut Court Support Services Division** for the purpose of the **Youth Violence Prevention Initiative**.
2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to execute and file such application with the **State of Connecticut Court Support Services Division- Youth Violence Prevention Initiative** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.



# City of Bridgeport, Connecticut

## Office of the City Clerk

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Report of Committee on **Public Safety and Transportation**  
**Item No. \*185-19 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,  
THE COMMITTEE ON  
**PUBLIC SAFETY AND TRANSPORTATION**

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Maria I. Valle, D-137th, **Co-Chair**

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Denese Taylor-Moye, D-131st, **Co-Chair**

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Jeanette Herron, D-133rd

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Michelle A. Lyons, D-134th

---

Avelino D. Silva, D-136th

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Mary McBride-Lee, D-135th

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AmyMarie Vizzo-Paniccia, D-134th

**City Council Date:** November 16, 2020