BRIDGEPORT BOARD OF EDUCATION
AGENDA OF REGULAR MEETING OF THE BRIDGEPORT BOARD OF EDUCATION

MONDAY, APRIL 13, 2026 - 6:30 PM
BRIDGEPORT REGIONAL AQUACULTURE SCIENCE & TECHNOLOGY EDUCATION CENTER
60 ST. STEPHENS ROAD
BRIDGEPORT, CT 06605

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Student Representative Reports**
5. **Public Comment**
6. **Chairperson's Report**
   a. Update on the Bridgeport Board of Education's Progress to the State Intervention.
7. **Committee Reports/Referrals**
   a. Operations Committee
   b. Instruction and Support Services Committee
   c. Policy Committee
   d. Ad Hoc Committees
   e. CABE Report
8. **Superintendent's Report**
9. **Consent Agenda**
   a. Approval of the March 23, 2026, Regular Meeting Minutes
   b. Approval of the Multicultural Magnet School overnight field trip May 6-8, 2026, to Outdoor Classroom, Lakeside, CT.
   c. Approval of the High Horizons Magnet School overnight field trip June 3-5, 2026, to Philadelphia, PA.
   d. Approval of the Proposed Permit Policy for 2026-2031.
   e. Approval of the Request for Proposals for Absence Management and Staffing Services for the Period July 1, 2026 - June 30, 2029.
10. **Old Business**
11. **New Business**
    a. * Discussion, Possible Action, and Receipt of Legal Advice (From Representatives of the Bridgeport City Attorney's Office and/or the Law Firm of Shipman & Goodwin) Relative to the Employment of the Superintendent Dr. Royce Avery – Particularly in light of Correspondence Dated March 31, 2026 from the State of Connecticut Department of Education. NOTE – some or all of such discussions may occur in Executive Session, upon a

2/3 vote so authorizing, and subject to Superintendent Dr. Royce Avery's statutory right to require such discussion to occur at an open meeting.

b. Approval of the Contract for Construction Services for Columbus School Front Entrance Masonry Work.
c. Approval of the Contract for Bryant School Paving and Sitework.
d. Approval of the Contract for Bryant School Playground.
e. Approval to Amend the 26-27 Capital Plan to Add a Pool Complex at Central High School.
f. Approval of the 2000 Administration Series Policy.

12. **Additional Public Comment (As Needed)**
13. **Adjourn**

Monday, March 23, 2026

MINUTES OF THE REGULAR MEETING OF THE BRIDGPEORT BOARD OF EDUCATION, held March 23, 2026, at Bridgeport Regional Aquaculture Science and Technology Education Center, 60 St. Stephens Road, Bridgeport, Connecticut.

Present were Chair Jennifer Perez, Vice Chair Joseph Sokolovic, Secretary Maritza Estremera Jimenez*, Willie Medina, and Albert Benejan Grajales*. Robert Traber, Lamond Daniels*, Andre Woodson*, and Jowanne Burks-Jennings* joined the meeting subsequently as noted.

*remote participation **began the meeting remote and subsequently arrived in person as noted.

Interim Supt. Royce Avery was present.

The meeting was called to order at 6:35 p.m.

STUDENT REPRESENTATIVE REPORTS:

Shannoy Fraser of Harding High highlighted the first school play in ten years; HOSA's trip to Waterbury for a competition; a Decision Day for students choosing a future pathway; a spring dance on April 2nd; and the death of a teacher, Ms. Maloney and a planned memorial.

Christian Bica of Central High highlighted the start of spring sports; the growing focus on arts and education at the school; upcoming SAT and PSAT testing; UConn's

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acceptance day on March 25th; class elections; a new student leadership council; and an upcoming NAACP debate between Yale University and Howard University.

Kishawie Allen of Bridgeport Military Academy highlighted upcoming PSAT and SAT testing; the use of Khan Academy and Reading Plus; an awards ceremony; a company competition; the drill team's participation in the St. Patrick's Day parade; and a recent multicultural night.

PUBLIC COMMENT:

Diane Crawford-Tyner, a Bridgeport parent leader, said she was a parent of a Central Magnet graduate who is now a doctor, spoke on the Diaper Bank of Connecticut's concern about the availability of menstrual products to young people in schools. She said state law requires free menstrual products for students and stocked in all women's restroom, all-gender bathrooms, and at least one men's restroom. She listed district schools that lack these items.

Joseph DeGroate said the superintendent reported there were ten open art and music positions in the district. He said he has a full load of classes, and he implored the board to be aware of other districts recruiting Bridgeport teachers, and he urged there be a music and arts supervisor funded in the budget.

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David Hertz, a resident of Bridgeport for six years, said he was a substitute teacher and believed students were more likely to be hurt by a gun at home than anything that happens in school. He encouraged the district to provide firearms safety instruction to students, as provided in state law.

Members Burks-Jennings*, Daniels*, Woodson*, and Traber joined the meeting.

APROVAL OF MINUTES:

Mr. Traber moved to approve the minutes of the Special Meeting of March 9, 2026. The motion was seconded by Mr. Benejan Grajales and unanimously approved.

CHAIR REPORT:

Ms. Perez said the board had training last Monday with new legal counsel from Shipman Goodwin. She said it was a very informative session.

Ms. Perez said the board has moved forward with items requested by the state in the areas of committees and a civility code. She said the deputy commissioner informed her he would be providing an e-mail to her, which she will forward to the board members.

COMMITTEE REPORTS AND REFERRALS:

Ms. Perez said the Operations Committee will meet on April 1st.

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Mr. Sokolovic requested a discussion of preliminary ideas to get the potential budget shortfall down.

Mr. Traber said the Instruction and Support Services Committee will meet on Wednesday.

Mr. Woodson said the Policy Committee had a productive meeting in March. The next meeting will be on April 15th.

Mr. Sokolovic asked that policies brought to the committee be vetted, so we won't have to seek legal opinions on them.

Mr. Traber said the Ad Hoc Advocacy Committee met last week. Dates were explored for meeting with the legislative delegation, and April 18th was selected. He said the next meeting will be on Thursday. There will be an event on April 15th and Bridgeport Day on April 22nd in Hartford. He discussed proposals that have been made for expanded school funding.

Mr. Traber said the mayor's budget is being presented tonight, and the City Council will schedule a public hearing on.

Ms. Estremera Jimenez said CABE has training coming up on Education Committee bills.

Mr. Sokolovic said we need to start looking at the facilities master plan in the Ad Hoc Committee on the Facilities Master Plan given a potential $30 million in budget cuts.

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He said school closures were possible, and we need to do this in a methodical fashion.

SUPERINTENDENT'S REPORT:

Dr. Avery thanked family, students, staff and the community for their advocacy. He said he believed it has made an impact. He noted April 22nd was Bridgeport Day, and there would be a massive effort.

Dr. Avery recognized the board for its work during Board Appreciation Month. He said the board workshop last week was a very productive meeting, particularly with policies.

NEW BUSINESS:

The next agenda item was on requested leave for pilgrimage of A. Bakka for leave from May 4, 2026, to June 5, 2026, under the BEA collective bargaining agreement.

Christopher Siano, assistant superintendent of human capital, said the teacher's request was made on March 11th for a trip was booked to Mecca. He said under the contract this would be an unpaid leave.

Mr. Sokolovic moved "*to approve the requested leave for pilgrimage of A. Bakka commencing May 4th, 2026, through June 5, 2026, under Article 6.12 of the BEA collective bargaining agreement."* The motion was

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seconded by Mr. Benejan Grajales and unanimously approved.

The next agenda item was on creating an ad hoc committee on the lottery process. Ms. Perez said it was extensively discussed at the Policy Committee.

Mr. Traber moved "*to create an ad hoc committee regarding the lottery process*." The motion was seconded by Mr. Benejan Grajales and unanimously approved.

Ms. Perez asked board members to e-mail her if they wished to be on the committee.

The next agenda item was on possible action to suspend Bylaw 9310 for the purpose of immediate implementation of thirteen different bylaws.

1. Time, Place, Notification for Meetings as amended – 9321
2. Electronic Participation – 9321.2
3. Public and Executive Sessions – 9322
4. Agenda Construction as amended – 9323
5. Advance Delivery of Materials as amended – 9324
6. Public Participation at Board Meetings as amended – 9324.1
7. Meeting Conduct as amended – 9325
8. Quorum and Voting Procedures as amended – 9325.1
9. Order of Business as amended – 9325.2
10. Consent Agenda – 9325.21

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11. Parliamentary Procedures as amended – 9325.3
12. Minutes as amended – 9326
13. Electronic Communications; Board Member Use of Internet/Social Networks and Social Media Etiquette – 9327, 9327.1 and appendix.

Mr. Medina moved "*to suspend the bylaw for immediate implementation*." The motion was seconded by Mr. Sokolovic and unanimously approved.

Mr. Traber moved for immediate implementation of the following bylaws. The motion was seconded by Mr. Benejan Grajales. Ms. Perez read the titles of the bylaws again.

1. Time, Place, Notification for Meetings as amended – 9321
2. Electronic Participation – 9321.2
3. Public and Executive Sessions – 9322
4. Agenda Construction as amended – 9323
5. Advance Delivery of Materials as amended – 9324
6. Public Participation at Board Meetings as amended – 9324.1
7. Meeting Conduct as amended – 9325
8. Quorum and Voting Procedures as amended – 9325.1
9. Order of Business as amended – 9325.2
10. Consent Agenda – 9325.21
11. Parliamentary Procedures as amended – 9325.3
12. Minutes as amended – 9326

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13. Electronic Communications; Board Member Use of Internet/Social Networks and Social Media Etiquette – 9327, 9327.1 and appendix

Ms. Estremera Jimenez said she had edits in Policy 9321, time, place and notification of meetings. She said the presented policy does not require board members to turn on cameras when participating virtually. Mr. Traber said the use of cameras should be required. Mr. Sokolovic said members can participate by telephone and some phones do not have cameras. He said members might be in a place that are not are proper to be on camera such as the hospital. He wondered if board members could be prvented from participating and voting.

Mr. Traber said the right of us to know who we are talking to outweighs the rare instances cited by Mr. Sokolovic.

Mr. Benejan Grajales said having the camera on while you're driving is not responsible. He said he participated from the hospital in a board meeting.

Ms. Estremera Jimenez said she was recommending the policy read board members shall turn on their cameras if attending virtually.

Mr. Daniels said he was concerned about the mandatory use of cameras. Mr. Sokolovic said we can't have bylaws that are contrary to Connecticut law, which allows for the

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use of electronic equipment. He cited the statute in question.

Ms. Estremera Jimenez moved "*to add to Bylaw 9321, time, place, notification of meetings, language stating that board members shall turn on their cameras if attending virtually*." The motion was seconded by Mr. Benejan Grajales.

The motion failed by a 5-4 vote. Voting in favor were members Benejan Grajales, Estremera Jimenez, Medina, and Traber. Voting in opposition were members Woodson, Perez, Sokolovic, Burks-Jennings, and Daniels.

Ms. Estremera Jimenez said in 9324.1 she recommended striking out the sentence limiting public comment to agenda items in special meetings. She moved to amend Bylaw 9324.1, public participation at board meetings, to strike out the sentence that reads 'comments at special meetings must be related to the call of the meeting. She withdrew the motion.

Mr. Traber moved adding "'Comments and questions at regular meetings and special meetings may deal with any topic related to the board's conduct of the schools.' And delete the second sentence." The motion was seconded by Ms. Estremera Jimenez.

Ms. Perez said she believed there was a FOIA implication for special meetings because they can be called with 24

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hours' notice. Mr. Sokolovic said he did not see any issue because it is the public speaking, not the board. He said the provision was abused in the past to prevent the public from speaking at special meetings

The motion was approved by a 5-4 vote. Voting in favor were members Sokolovic, Traber, Estremera Jimenez, Medina, and Benejan Grajales, Voting in opposition were members Perez, Woodson, Burks-Jennings, and Daniels.

Ms. Estremera Jimenez said number 8, Quorum and voting procedures, required a change to gender-neutral language.

Mr. Sokolovic moved "to amend number 8, striking 'his/her' and replacing with 'their.'" The motion was seconded by Mr. Traber and unanimously approved.

The motion was unanimously approved.

Mr. Benejan Grajales moved to adjourn the meeting. The motion was seconded by Mr. Medina and unanimously approved.

The meeting was adjourned at 7:48 p.m.

Respectfully submitted,

John McLeod

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FIELD TRIP CHECK LIST

School District Day Trip, Out-of-State, Overnight Trips

(International trips need Board approval)

School: Multicultural Magnet School
Date of Trip: May 6-8, 2026
Location of Trip: CAMP WASHINGTON - LAKESIDE, CT - OUTDOOR CLASSROOM (former NATURE'S CLASSROOM)

To provide notification of an out-of-state or overnight trip, the documentation listed below must be submitted along with this signed checklist to the appropriate Executive Staff at least 30 school days prior to the trip.

To provide notification of a School Day trip the checklist below must be completed. The principal must review the documentation, sign and date this form to approve the field trip at least 10 school days prior to the trip.

Field Trip Policy #6201 must be reviewed prior to planning a field trip and submitting it for district approval.

The following documents must be included in the completed packet:

- ✓ Field Trip Checklist / Alignment to the Curriculum
- ✓ Brochure, itinerary or overview of trip
- ✓ Student Information List with notation of permission slips submitted (**please check received on form**)
- ✓ Chaperone Contact Information (enclosed)
- ✓ Transportation Information - Bus, hotel, airline Form
- ✓ Transportation (if non-contracted bus by our district, you will need to present proof of insurance)
- ✓ Safety Plan
- ✓ Nurse has reviewed the medical needs of each participant
- ✓ 1 complete copy of packet to the appropriate Executive Staff (i.e. Superintendent/Deputy Superintendent/Chief Academic Officer/Executive Director)

The principal's signature verifies that all required information included on this checklist has been completed and reviewed. All procedures and policies have been adhered to and the principal approved this school trip.



Principal's Signature

03/19/2026

Date

BRIDGEPORT PUBLIC SCHOOLS – FIELD TRIPS

ALIGNMENT TO THE CURRICULUM

School:	MULTICULTURAL MAGNET SCHOOL
Date of Trip:	05/06/2026 - 05/08/2026
Location of Trip:	CAMP WASHINGTON - LAKESIDE, CT - OUTDOOR CLASSROOM (former NATURE'S CLASSROOM)
Purpose of the Trip:	- To offer a unique educational experience to students and their teachers. - To create an educational community that integrates social development. student - driven exploration and interdisciplinary study. - To encourage students to cooperate as a community, strengthen their self-concept and gain an appreciation on curiosity and learning.
Alignment to Curriculum:	- Students will be exposed to hands-on activities out-of-doors that can help in their understanding of the natural environment, as described in Science classes. - During activities, such as examining life in the woods or investigating weather, a strong emphasis is placed on working and learning as a team. - Students have the opportunity , each day , to explore their natural surroundings while studying important ecological concepts and their connection to the world and its life support system. -Students are encouraged to use critical thinking skills and work together to investigate a variety of natural phenomena and relationships. - NO ACTIVITIES USING WATER WILL BE PERFORMED DURING THIS TRIP (NO SWIMMING, NO BOATING, NO STUDIES OF RIVERS , MARSHES, LAKES OR ESTUARIES).
Student to Teacher/Chaperone ratio:	1 adult : 5 students
Additional Information: I.e. Grant Related	N/A

TRANSPORTATION & LODGING INFORMATION

BUS

(If non-contracted bus by our district, you will need to present proof of insurance).

Bus Company Name: WE TRANSPORT

Bus Company Address: 80 LOGAN ST , BRIDGEPORT, CT, 06607

Telephone: (203) - 883 - 8081

****Proof of Insurance: (Proof of Insurance must be included in packet.)**

** include information in the packet

Hotel

Hotel Name: WINTERIZED CABINS AND DORMITORIES

Hotel Address: 190 KENYON RD. , LAKESIDE CT , 06758

Telephone Number: 860-567-9623

Airline

Airline Name: N/A

Airline Flight #: N/A

Telephone N/A

BRIDGEPORT PUBLIC SCHOOLS – FIELD TRIPS
SCHOOL HEALTH FIELD TRIP APPROVAL FORM

TO BE COMPLETED BY SCHOOL NURSE

School nurses will review this list with the field trip coordinator. When medication training and other student medical issues have been resolved, the nurse will initial the checklist, which will then be submitted for the principal's approval. This is a mandatory form in order to receive approval for the trip.

☑ 1) Medication training completed by the employee designated to administer and maintain medications (including inhalers, Epi-pens, etc.).

NA ☑ 2) Necessary arrangements/training made for any students needing procedures (e.g., catheterizations, tube feedings, etc.).

☑ 3) Necessary arrangements/training for students with special medical conditions (e.g., diabetes, asthma, seizure disorders, cardiac condition, etc.).

NA ☑ 4) Arrangements have been made for special equipment needed (e.g., all-terrain wheelchair for the beach).

☑ 5) Arrangements have been made for access to emergency medical services.

☑ 6) Lunch/snack arrangements have been made in consideration of students with food allergies.

☑ 7) School nurse recommendations on additional supplies needed (e.g., first-aid kit, water, sunscreen, etc.).

☑ 8) Arrangements have been made for communication (e.g., access to cell phones, walkie-talkies for staff during activity, etc.)

☑ 9) Other medical or safety issues addressed.

The School Nurse signature verifies that he/she has reviewed the medical needs of students attending the field trip

Kristin Dreifuss		03/18/2026
School Nurse Name	School Nurse Signature	Date

BRIDGEPORT PUBLIC SCHOOLS – FIELD TRIPS
EXECUTIVE STAFF SIGNATURE

TO BE COMPLETED BY EXECUTIVE STAFF

Received By: _____

Title: _____

Signature: _____

Date: _____

Outdoor Classroom

PO Box 199
Freedom, NH 03836

FAMILY PACKET

Please review this document in its entirety. Pages 5-9 must be completed and returned to your student's teacher by the designated deadline (set by the school teachers).

Dear Families,

We're thrilled that your child is joining us at Outdoor Classroom. This Family Packet will help students and families get ready for the Outdoor Classroom experience. In this packet you will find answers to frequently asked questions and other important information.

Your child's physical, mental, and emotional safety are our number one priority during their time with us. During instructional activities and mealtimes, your child will be supervised by enthusiastic and experienced Outdoor Classroom staff who have undergone background checks and training to provide your child with an inspiring and safe experience. Our staff are also certified in CPR and First Aid. During free-time and nighttime, students are in the care of their teachers and parent chaperones. If your student does become ill and it is determined that they are too sick to stay on site (fever 100.4 or above, vomiting, diarrhea, etc.) then our staff will contact you to make arrangements for you to pick up your child.

If you have any questions about the trip, please contact your school directly. If you have any questions that your school is unable to answer, please feel free to reach out to us at info@outdoorclassroom.com or (603) 539 8053.

We can't wait to share the field-trip of a lifetime with your student!

Sincerely,
The Outdoor Classroom Team

Outdoor Classroom Locations

Location	Host Site	Address
Freedom, NH	Camp Cody	9 Cody Rd, Freedom, NH 03836
Ocean Park, ME	Ocean Wood Camp	17 Royal St, Ocean Park, ME 04063
Groton, MA	Grotonwood Camp	167 Prescott St, Groton, MA 01450
Yarmouthport, MA	Camp Wingate Kirkland	79 White Rock Rd, Yarmouth Port, MA 02675
Great Barrington, MA	URJ Eisner Camp	53 Brookside Rd, Great Barrington, MA 01230
Lakeside, CT	Camp Washington	190 Kenyon Rd, Lakeside CT 06758
Ivoryton, CT	Incarnation Camp	253 Bushy Hill Rd, Deep River, CT 06417

Outdoor Classroom

PO Box 199
Freedom, NH 03836

Overview of the Program

Outdoor Classroom is a residential outdoor education program that focuses on science and engineering, social and emotional learning, and teambuilding. Our hands-on lessons focus on building critical thinking skills and exploring the connections between the natural and human-made world.

We work with each school group to help design a program that best fits the needs and outcomes of the group. Each program is rooted in the following components: Field Group, Class Choice, Large Group Activities, Evening Programs, Meals, and Free Time.

Students at Outdoor Classroom are always supervised by adults and a medical staff member is on site while students are on site and are available for medication administration, first aid, illnesses and emergencies.

Below is an example of a typical day:

7:00 Wake up **7:30 Morning Meds**
7:40 Set/ 8:00 Breakfast
9:15 **Field Group** 11:30 Free Time
11:40 Set & Lunch Meds **12:00 Lunch**
1:15 **Class Choice** 2:45 Break/Snack 3:00 **Class Choice** 4:30 Free Time
5:10 Set & Dinner Meds **5:30 Dinner**
6:45 **Evening Activity** 8:00 Quiet Sing Nighttime Meds **8:30 Back to Cabins**

Outdoor Classroom

PO Box 199
Freedom, NH 03836

Medications

All "Scheduled" medications will be overseen and distributed to your child by a medical staff member, as ordered by your child's medical provider. Children are not permitted to keep medications on their person, and this includes prescription and over-the-counter medications (Tylenol, vitamins, cough drops, etc.). Emergency medications (e.g. Epi-pens and rescue inhalers) will be available to your child at all times. When possible, children are encouraged to self administer under the care and guidance of trained medics or staff members.

All medications need to be sent **in the original bottle / packaging with the PHARMACY LABEL, Doctor's name, student's name, medication, strength, dosage, and usage instructions on the bottle / packaging**, if applicable. Please place the bottle / package in a clear ziplock bag with your child's name, school, date of birth and **fill out the medication document on page 9 of this packet.** School teachers or a designated employee will collect medications prior to departure (check with your school for due dates for drop off of medications), **do not pack medications in your child's bag**. We have basic medicines (Tylenol, cough drops, tums, etc) and first-aid supplies for students who may need them throughout the trip on an AS NEEDED basis.

Food Allergies / Dietary Needs
Our facilities can accommodate a variety of dietary needs. There is a section in this packet for you to indicate any dietary allergies, restrictions, or preferences. If you have concerns about your student's dietary needs while at Outdoor Classroom, please inform us as soon as possible.

Visitors and Communication
We ask you not to visit your student during their field trip. Visiting parents/guardians can distract students and may make some students homesick. Students are not permitted to have cell phones at Outdoor Classroom. This is to encourage them to enjoy life "unplugged" - live in the moment and appreciate their surroundings. If there is an emergency and you need to reach your child, please contact your student's school teacher, or you can contact us at (603) 539-8053.

Behavior Expectations
Below is a copy of our Outdoor Classroom Behavior Expectations. We require every student and their family to read the expectations and sign an acknowledgement statement.
We are committed to providing a safe, positive experience for all students. As part of the Outdoor Classroom community, students are expected to be familiar with and follow these behavior expectations. Students who are unable to follow them may be disciplined and sent home at the discretion of the school. Parents/Guardians are then expected to pick up their student(s). Please discuss these expectations with your student prior to the field trip.

- Students must remain with their group and instructor or teacher/chaperone at all times. Students should never be alone in camp or leave the property alone.
- Students must remain in the cabins with chaperones after lights-out.
- Students may not have in their possession any prohibited items (please review the Packing List).
- All medications should be given to the school teacher or medical staff.
- Students are expected to take care of the property and report any damages.
- Students should use equipment for its intended purpose and in a safe manner.
- Physical fighting or altercations are not tolerated and may result in immediate separation/dismissal without refund.
- Bullying is not tolerated and all suspected bullying instances will be dealt with firmly and may result in immediate separation or dismissal without refund of tuition.
- All school rules will be enforced at Outdoor Classroom.

Outdoor Classroom

PO Box 199
Freedom, NH 03836

Packing List

Mark all items with your child's name.
Please send old / play clothes (students will get dirty).
Laundry facilities are not available for general student use.

Arrival day: Students should be ready to participate in activities when they get off the bus. They should be wearing closed-toed shoes and have a day pack ready with sunscreen, a water bottle, and an extra layer.
Weather: Please check the weather for your Outdoor Classroom location, and pack according to expected precipitation and temperatures. Students will be outside all day (unless there is a safety concern).

Important! Prohibited items include:

- Cell phones
- Other electronics - iPods, iPads, portable video games or movie devices
- Candy, gum, or food of any kind
- Swiss army knives/leathermen or any other weapons
- Illegal substances, drugs, or alcohol
- Lighters / matches

Quantities: Adjust the number of clothing items based on the length of the field trip.

Clothing

- Long pants/jeans
- 1 or 2 pairs of pajamas
- T-shirts & Long-sleeved shirts
- Sweatshirt or fleece
- Warm jacket
- Socks (pack a few extra)
- Underwear
- 2 pairs of sneakers or hiking boots*
- 1 raincoat or poncho
- 1 pair of crocs or water shoes if going to Ocean Park or Yarmouth

Cold Weather (November, March-April)

- Warm insulated snow Jacket
- Snow pants
- Snow boots
- Gloves/ Mittens
- Wool socks
- Warm hat
- Thermal Baselayer

Bedding / Linens

- Sleeping bag or bedroll (sheets/blankets)
- Pillow
- 1 towel
- Laundry bag for dirty clothes

Toiletries

- Toothbrush and toothpaste
- Soap, shampoo, conditioner
- Deodorant
- Comb or brush
- Lip balm/chapstick

Miscellaneous

- 1-day pack/backpack
- 1-2 reusable water bottles (1 Liter)
- Flashlight or Headlamp
- Sunscreen/Bug Spray

Optional Items

- Flip flops for the shower
- Book
- Ballcap
- Disposable Camera (No cell phones!)
- Fitted sheet for the mattress (Twin)

*All footwear must be closed-toed
**Outdoor Classroom is not responsible for items lost, stolen or left behind.

PLEASE FILL OUT AND TURN IN THE FOLLOWING PAGES

FIELD TRIP CHECK LIST

School District Day Trip, Out-of-State, Overnight Trips

(International trips need Board approval)

School: High Horizons Magnet School
Date of Trip: June 3-5, 2026
Location of Trip: Philadelphia, PA

To provide notification of an out-of-state or overnight trip, the documentation listed below must be submitted along with this signed checklist to the appropriate Assistant Superintendent at least 10 school days prior to the trip.

To provide notification of a School Day trip the checklist below must be completed. The principal must review the documentation, sign and date this form to approve the field trip at least 5 school days prior to the trip.

Field Trip Policy #6201 must be reviewed prior to planning a field trip and submitting it for district approval.

The following documents must be included in the completed packet:

- ☑ Field Trip Checklist / Alignment to the Curriculum
- ☑ Brochure, itinerary or overview of trip
- ☑ Student Information List with notation of permission slips submitted (**please check received on form**)
- ☑ Chaperone Contact Information (enclosed)
- ☑ Transportation Information - Bus, hotel, airline Form
  - ☑ Transportation (if non-contracted bus by our district, you will need to present proof of insurance)
- ☑ Safety Plan
- ☑ Nurse has reviewed the medical needs of each participant
- ☑ 1 complete copy of packet to the appropriate Assistant Superintendent

The principal's signature verifies that all required information included on this checklist has been completed and reviewed. All procedures and policies have been adhered to and the principal approved this school trip.

Principal's Signature

3/6/26
Date

BRIDGEPORT PUBLIC SCHOOLS – FIELD TRIPS

ALIGNMENT TO THE CURRICULUM

School:	High Horizon Magnet School
Date of Trip:	June 3-5, 2026
Location of Trip:	Philadelphia, Pennsylvania historic area.
Purpose of the Trip:	To explore historical, scientific, and cultural sites connected to the founding of America. This culminating activity ties together a year of study on early America history for our 8th graders and will give our 7th graders a meaningful frame of reference to begin studying American history next school year.
Alignment to Curriculum:	The 8th grade curriculum centers on events leading up to the 13 colonies declaring independence from Great Britain in 1776 and the U.S. Constitution 11 years later. Not only do we spend time at Independence Hall where the Declaration of Independence and U.S. Constitution were written, we will see several museums and tour the colonial district to reinforce what we have learned in our classroom this year. A visit to Philadelphia offers students a real-world connection to so much of the material they have been expected to learn in middle school social studies. The 7th graders have focused World geography, focusing on Latin America, Africa, and Asia but they have always had a close connection to American history and culture through our examination of 9/11, the forthcoming elections and the intertwined relationships between the U.S. and the rest of the world.
Student to Teacher/Chaperone ratio:	4.5/1
Additional Information: I.e. Grant Related	N/A

SILVER MILL STUDENT TRAVEL

CONNECTICUT'S PREMIER FIELD TRIP PROVIDER

GROUP TOUR PROPOSAL

Group Name- High Horizons Magnet School
Destination- New York City
Travel Dates- June 3-5, 2026

Included Features

Round trip motorcoach transportation, 2- nights at Holiday Inn and Suites Drexel Hill, Breakfast each morning at the hotel, Museum of American Revolution, National Constitution Center, Reading Terminal Market ($20 allowance), Candlelight Ghost Tour, Franklin Institute with voucher or cash allowance, Philadelphia Phillies Game with meal voucher, Eastern State Penitentiary, Adventure Aquarium, Double Decker Bus Tour, security on duty at the hotel, driver gratuity included in the cost of the trip, will receive 1 complimentary chaperone for every 10 paying passengers (double occupancy), single room for group leader.

Cost Per Person: Quad Occupancy

Minimum 50 Per Bus: $619 Minimum 40 Per Bus: $649

Estimated Payment Dates

Box Office Deposit (If Necessary):
Deposit of $100 Per Person is due January 15, 2026
Final Payment: May 1, 2026

Should you have any questions or if you would like to confirm this trip, please call me at 860-877-7806 (direct line) or send me an e-mail at Josh@silvermillstudenttravel.com

We look forward to working with you.

Josh Doyon
Silver Mill Student Travel

TRANSPORTATION & LODGING INFORMATION

BUS

(If non-contracted bus by our district, you will need to present proof of insurance).

Bus Company Name: DATTCO, Inc.

Telephone: 860 229-4878

**Proof of Insurance: (Proof of Insurance must be included in packet.)

*** - See attached form

** include information in the packet

Hotel

Hotel Name:

Holiday Inn & Suites

Hotel Address:

5400 Ferne Boulevard, Drexel Hill, PA 19026

Hotel Telephone Number: 484 461-9820

Airline

Airline Name: N/A

Airline Flight #:

BRIDGEPORT PUBLIC SCHOOLS – FIELD TRIPS
SCHOOL HEALTH FIELD TRIP APPROVAL FORM

TO BE COMPLETED BY SCHOOL NURSE

School nurses will review this list with the field trip coordinator. When medication training and other student medical issues have been resolved, the nurse will initial the checklist, which will then be submitted for the principal's approval. This is a mandatory form in order to receive approval for the trip.

☒ 1) Medication training completed by the employee designated to administer and maintain medications (including inhalers, Epi-pens, etc.).

MA 2) Necessary arrangements/training made for any students needing procedures (e.g., catheterizations, tube feedings, etc.).

☒ 3) Necessary arrangements/training for students with special medical conditions (e.g., diabetes, asthma, seizure disorders, cardiac condition, etc.).

☒ 4) Arrangements have been made for special equipment needed (e.g., all-terrain wheelchair for the beach).

☒ 5) Arrangements have been made for access to emergency medical services.

☒ 6) Lunch/snack arrangements have been made in consideration of students with food allergies.

☒ 7) School nurse recommendations on additional supplies needed (e.g., first-aid kit, water, sunscreen, etc.).

☒ 8) Arrangements have been made for communication (e.g., access to cell phones, walkie-talkies for staff during activity, etc.)

☒ 9) Other medical or safety issues addressed.

The School Nurse signature verifies that he/she has reviewed the medical needs of students attending the field trip

Jeanette Barrett
School Nurse Name

School Nurse Signature

2/11/26
Date

BRIDGEPORT PUBLIC SCHOOLS – FIELD TRIPS
EXECUTIVE STAFF SIGNATURE

TO BE COMPLETED BY EXECUTIVE STAFF

Received By: _____

Title: _____

Signature: _____

Date: _____

CONTRACT TO BE EXECUTED WILL BE IN A FORM SUBSTANTIALLY SIMILAR TO THIS AND MODIFICATIONS, IF ANY, SHALL BE AT THE CITY'S SOLE DISCRETION

CITY OF BRIDGEPORT
CONTRACT FOR CONSTRUCTION SERVICES
WITH
_____
FOR
Columbus School Front Entrance Masonry Work
BID/PROJECT# XXXXXX

This Contract entered into this ____ day of _____, 2026 (the "Effective Date"), by the **CITY OF BRIDGEPORT,** a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "City" or "BOE"), acting by and through Royce Avery, Acting Superintendent, **Board of Education of the City of Bridgeport**, duly authorized, and **_____**, a _____ company organized and existing under the laws of the State of Connecticut with an office and principal place of business located at _____, acting herein by **_____**, its Owner, duly authorized (hereinafter, the "Contractor"). The Contractor or the City may individually be referred to herein as the "Party" or collectively as the "Parties."

ARTICLE 1. WORK TO BE DONE

1.1. The Contractor shall furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as **Columbus School Front Entrance Masonry Work**, **PROJECT NO. _____** (hereinafter, the "Project"). The Work shall be performed in strict compliance with the Contract Documents as that term is defined in Article 3 thereof.

1.2. The City will compensate the Contractor for the satisfactory completion of the Project and of all of the Contractor's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum not to exceed **_____ DOLLARS AND 00/100 CENTS ($_____.00)**, in the manner set forth herein and the Contract Documents. Notwithstanding the foregoing, the Unit Pricing and Allowance set forth in the Contractor's Proposal (defined below) shall be applied to all Work performed by the Contractor and compensation shall at all times be limited to quantities of units actually used in the performance of the Work by the Contractor and accepted by the City. The City reserves the right to use any combination of the Base Bid and Alternates to compose the scope of the Work.

1.3. The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the City exceeding the compensation stated herein. The Contractor's Work hereunder

shall be overseen by _____, its duly authorized representative.

1.4. The Contractor hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, localities and location ("Site") of the Project and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own diligent examination, investigation and evaluation of such and not in reliance on any opinions or representations of the City or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

2.1. The Work to be performed under this Contract shall be overseen on behalf of the City by _____**,** or his designee, referred to as the "Director." The Contractor acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the City. However, notwithstanding the above, no advice, directive or other recommendation or request by the City shall give rise to liability or responsibility on the City's part for any portion of the Work, nor shall it relieve the Contractor of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

3.1. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the Contractor shall govern.

3.2. The Contract Documents shall be deemed to include the following:

3.2.1. BOE's Bid Scope of Work a copy of which are respectively annexed hereto and incorporated herein as **Exhibit A** (referred to as the "Bid Solicitation"); and

3.2.2. Contractor's Bid Response Form dated _____ __, 202_, and received on _____ __, 202_, a copy of which is annexed hereto and incorporated herein as **Exhibit B** ("Contractor's Proposal"); and

3.2.3. Insurance Rider, a copy of which is annexed hereto and incorporated herein as **Exhibit C** ; and

3.2.4. This written Contract, including all bonds and insurance certificates; and

3.2.5. **City of Bridgeport** General Conditions for Construction, Rev. January 7, 2025 ("General Conditions"), as amended (**Exhibit D**); and

3.2.6. Any addenda to the general, special, technical or other specifications and conditions for the Project subsequently issued by the City; and

3.2.7. State Labor Department minimum wage rates (if applicable); and

3.2.8. All provisions required by law to be inserted in this Contract, whether or not physically inserted.

3.3. The term "Specifications" as used herein shall refer to the **Special Specifications and Notes, and Special Provisions and Technical Specifications, General Conditions, and the Drawings, if any.** The term "Site" as used herein shall refer to **Columbus School located at 275 George St, Bridgeport, CT** which shall be identified in the Bid Solicitation.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

4.1. The Contractor confirms that it has carefully examined the Site, as well as its surrounding territory. As a result, the Contractor acknowledges that it is fully informed regarding all existing conditions, both natural and man-made, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Site. The Contractor further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the City; and that it will make no claim against the City by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the City, or for costs incurred as a result thereof.

4.2. In addition, the Contractor agrees that, prior to starting any part of the Work, it shall carefully study and compare the Contract Documents, including without limitation, the Specification set forth therein, relative to that portion of the Work in order to facilitate construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. DATE OF COMPLETION AND LIQUIDATED DAMAGES

5.1. The Contractor further agrees that the Project will begin on the date specified in the Notice to Proceed issued by the City ("Commencement Date"). The

Contractor shall diligently and continuously prosecute and complete the same and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely completed on or by **August 15, 2026.**

5.1.1. The Contractor shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The Contractor shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the City's overall schedule requirements and it shall continuously monitor the Project schedule and the performance of the Work, so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The Contractor shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR's WORK HEREUNDER BY THE STATED COMPLETION DATE.

5.2. Extension of Agreement. No extension beyond the completion date shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon the terms and conditions set by the Director, which may include charges for professional services, engineering and inspection expenses incurred (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least **Forty-five (45) days prior to the date of completion** set forth above.

5.2.1. The Contractor shall work during such days and times agreed to by the City so as not to interfere with its use or operation of any particular site. However, if the City deems it necessary, it may direct the Contractor to work overtime. If so directed, the Contractor shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the City will pay the Contractor for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the City.

5.3. Excused Delay. In the event the Contractor is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any cause including, but not limited to, any act, omission, neglect, negligence or default of the City or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, the Contractor's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of

the aforesaid causes. Provided, however, that the Contractor shall not be entitled to any such extension of time unless the Contractor (1) notifies the City in writing of the cause or causes of such delay, obstruction, hindrance or interference within **forty-eight (48) hours of the commencement thereof** and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

5.3.1. In no event shall the Contractor be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

5.4. Unexcused Delay and Liquidated Damages. In the event of a delay in the progress of the Work or disruption of, hindrance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the City including disbursements incurred by the City (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the Contractor and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the City may or shall become liable, no extension of time shall be granted and the Contractor (and its surety) shall be liable to compensate the City for and indemnify it against all such costs, expenses, damages and liability. In addition, the Contractor shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the Contractor fail to make up for the time lost by reason of such delay, the City shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the Contractor hereunder.

5.4.1. It is understood by the parties that timely completion of the Project is essential. Failure of the Contractor to complete the Project by the date stated in the Project will result in the City and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become due the Contractor, the sum of **TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00)** for each and every calendar day, including Saturdays and holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the City from the Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to

the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

6.1. Whenever the City determines that, for any reason deemed to be in the best interests of the Project, the Contract Document, including without limitation, the Specifications set forth therein, should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the Contractor. Once the City has issued and signed a written Change Order in its standard form, the Contractor shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the City shall not constitute grounds for a claim by the Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

6.2. All changes, additions or omissions in the Work ordered in writing by the City shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The Contractor shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of Contractor's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the City shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

ARTICLE 7. MEANS AND METHODS

7.1. The Contractor shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The Contractor shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. Contractor further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

8.1 The Contractor hereby agrees that all persons interested as principal or

principals in the bid or proposal submitted by the Contractor for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the City, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

9.1 As the Project progresses in accordance with the Contract and in a manner that is satisfactory to the City, the City hereby agrees to make payments to the Contractor based on Unit Pricing and Allowances set forth in the Contractor's Proposal. The procedure for processing payments is as follows: on or before the last day of each month the Contractor shall submit to the City, in the form required by the City, a written Application For Payment showing the units completed and in place as of that date. From this amount shall be deducted all previous payments and all charges for services, materials, equipment and other items chargeable to the Contractor. The balance of such Application must be approved by the City and should represent the unit pricing work completed in accordance with the terms and conditions of this Contract during the preceding month. The Contractor shall be paid Ninety percent (90%) of such amount. The Ten percent (10%) retained shall be held by the City until final completion and acceptance of all Work covered by this Contract; compliance by the Contractor with all of its responsibilities hereunder including the provision of signed waivers of lien from Contractor, its subcontractors and suppliers; the posting of a Twenty-five percent (25%) maintenance bond by the Contractor insuring the Project for a period of **two (2) years** from the date of final acceptance; and the making of all payments due all subcontractors and material suppliers in connection with the Project. Nothing herein shall modify or limit detailed payment provisions contained in the Contract Documents and approved by the Director.

9.2. Schedule of Values. Prior to commencing the Work, the Contractor shall submit to the City a detailed Schedule of Values showing the breakdown of the total contract price into its various parts for approval. The City may modify the Schedule of Values or may require additional information or a more detailed breakdown of costs, subject to their final approval. All Applications for Payments will thereafter be submitted according to the approved Schedule of Values and shall reflect actual progress of the Work as verified by the City. (**See Exhibit E**)

9.3. The City reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

9.4. The Contractor agrees that, if and when requested to do so by the City, it shall furnish such information, evidence and substantiation as the City may require with respect to the nature and extent of all obligations incurred by the Contractor for or in

connection with the Work, all payments made by the Contractor thereon, and the amounts remaining unpaid and the reasons therefor.

9.5. The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of any payment for the same by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the Contractor, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the Contractor or such other entity or person.

9.6. With each Application For Payment the Contractor shall (i) certify to the City that the Work, for which payment is requested, (1) has been fully completed in accordance with the Contract Documents; (2) that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and (3) that the Contractor has no claim outstanding against the City related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the City prior to the filing of such Application For Payment, and (ii) shall submit weekly certified payrolls for the Project in compliance with **Conn. Gen. Stat. 31-53** prevailing wages laws. If requested to do so, the Contractor will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the City.

9.7. The Contractor's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

9.8. It is further agreed that so long as the Contractor fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the Contractor shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the Contractor fully and satisfactorily complies with all such directions.

9.9. If any of the following occurs: (1) a claim or lien is made or filed with or against the City, the Project, or the Project funds by any person claiming that the Contractor or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the City might become liable and which is chargeable to the Contractor; (3) the Contractor or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the City shall have the right to retain from any

payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the City for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, which may be sustained or incurred in connection therewith. The City shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the Contractor shall be liable for the difference and promptly pay the same to the City. No person shall have any right or claim by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision.

9.10. This provision is not intended to limit or in any way prejudice any other right of the City.

9.11. No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the City constitute acceptance of the Work or any part thereof.

9.12. If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the Contractor, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The City will pay the Contractor therefor at the item prices in the Contract upon the Contractor's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the Contractor upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

10.1. The Contractor shall, within **thirty (30) days** after its receipt of payment from the City, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the Contractor and paid by the City.

10.2. The Contractor shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due

any of its own subcontractors (second tier subcontractors), whether for labor performed or materials furnished, within **thirty (30) days** after such contractor or subcontractor is paid by the Contractor an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

11.1. Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the City accepts the Project and approves of all the Work performed hereunder; (2) the Contractor submits the following documents satisfactory to the City (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the City or City's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the City ensuring the Project is in compliance with **Section 109-15** of the General Conditions for a period of **two** (**2**) year from the date of final acceptance (e) the Contractor provides all required certifications that all Work, products and materials comply with Contract Document, including without limitation, the Specifications set forth therein, and have been properly installed and/or incorporated into the Project in accordance with all applicable manufacturers' warranties; (f) all warranties for products, materials and equipment incorporated into the construction of the Project have been transferred assigned to the City; (g) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the City, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the Contractor, in a form satisfactory to the City, of a general release running to and in favor of the City; (h) all required Certified Payrolls acceptable to the City and the State of Connecticut Department of Labor; (i) final punch list items have been completed to the satisfaction of the City; (h) a certificate of occupancy for the Project has been issued by the Building Department; and (j) all Change Orders with sufficient backup/documentation acceptable to the City. Should any claim be made or other obligation arise after final payment is made, the Contractor shall refund to the City all expenses paid by the City to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, incurred in connection therewith.

11.2. If the Contractor cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the City, the Contractor may furnish a bond satisfactory to the City promising to indemnify the City against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the City, the Contractor shall reimburse the City for moneys the City may be compelled

to pay in discharging such lien.

11.3. Acceptance by the Contractor, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the City from any and all claims of any liability or responsibility to the Contractor for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the City or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the City prior to the acceptance of such payment. Such statement shall specify the items and details upon which the claim is based and any claim shall be limited to such items. The Contractor's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

12.1. When, in the opinion of the Director, the Contractor has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the Contractor, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the City shall thereupon notify the Contractor in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the City has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

13.1. The Contractor agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The Contractor shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

13.2. The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the City and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Contractor shall, immediately upon receiving written notice from the City, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as

in any way failing to conform to this Contract or other Contract Documents, including without limitation, the Specification set forth therein. The Contractor, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The Contractor agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the Contractor neglect to take such corrective measures, the City may do so at the cost and expense of the Contractor and may deduct the cost thereof from any payments due or to become due to the Contractor.

13.3. Notwithstanding the foregoing, Contractor shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the City. Nothing set forth herein, nor any action or failure to act by the City, shall relieve the Contractor of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

14.1. The Contractor shall comply with all applicable laws, codes and regulations governing the Work and the Project and shall require its Trade Contractor and Subcontractors to do the same.

14.2. Without limiting the generality of the foregoing, the Contractor shall comply with The Code of Ordinances of the City of Bridgeport. In addition, all trade contractors and subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

14.3. Equal Employment Opportunity and Affirmative Action

14.3.1. The Contractor for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Vice-Presidential Executive Orders Numbers 11246, 11375 and 11063.

14.3.2. The Contractor or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the Work involved - in any manner prohibited by the laws of the United States or of the State of

Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the Contractor that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

14.3.3. The Contractor shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

14.3.4. The Contractor agrees to comply with any request of the City of Bridgeport or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

14.3.5. For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

14.3.6. The Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term “minority business enterprise” shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

14.3.7. The Contractor will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

14.4. In addition, Contractor shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
  Davis Bacon Act;

- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

14.5. Prevailing Wage Requirements

14.5.1. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of C.G.S. §31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

14.5.2 This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

14.5.3. The Contractor shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the Contractor be entitled to any additional payment or any increase in the costs, fees or expenses payable by the City hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

14.6. State Labor and Employment Regulations

14.6.1. Pursuant to the Connecticut General Statutes, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

> In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to persons who are residents of the State who are, and continuously for at least **six (6) months** prior to the

date hereof have been, residents of this State, and if no such person is available then to residents of other states.

14.6.2. Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party. Any contractor who knowingly and willfully employs any person in violation of any provision of this section is subject to fines based on current laws.

14.6.3. Pursuant to Connecticut General Statutes, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the construction of a public works project where the combined total cost of all Work to be performed by all contractors and subcontractors in connection with the new construction of a Public Works Project is **One Million Dollars** (**$1,000,000.00**) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total combined cost of all Work to be performed in connection with such project is **One Hundred Thousand Dollars** (**$100,000.00**) or more:

> The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Bridgeport. Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

14.6.4 In the event that the City and/or the State of Connecticut determines that any mechanic, laborer or workman employed by the Contractor or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the City may, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, terminate the Contractor's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the City may prosecute the Work to completion by contract or otherwise and the Contractor and its sureties shall be liable to the City for all costs incurred thereby in excess of the compensation to be paid under this Contract.

14.6.5. Each employer subject to the provisions of Section **31-53** of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

15.1. If, at any time, the City determines that the Work hereunder is not being performed according to the Contract or for the best interest of the City or should the Contractor at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization; or should the Contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the Contractor's part, the City shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the Contractor and proceed with the Work under its own direction in accordance with the Contractor Documents and in such manner as the Director determines to be in the best interests of the City or, the City may terminate the Contractor's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project.

15.2 In any of the foregoing events, the Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the City, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, and all other charges incurred by the City for the completion of the Work as a result shall be charged to the Contractor and deducted by the City from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the City and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the Contractor to the City. In computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the Contractor shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

15.3. Should the City reactivate the performance of the Project, in whole or in part, within **one (1) year** from the time of suspension, any fees paid to the Contractor pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding **one (1) year** but not sooner, the Contractor and the City may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

15.4. Termination or suspension under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

16.1. The Work shall be performed and furnished under the direction and to the satisfaction of the City and, where appropriate, its Architect or Engineer. The Contractor shall be responsible for identifying any ambiguity in, or difference in interpretation of the Contract Documents and shop drawings, or between or among any of them, and immediately submitting the issue to the City, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The City will furnish to the Contractor any additional information and plans as may be prepared to further describe the Work and the Contractor shall conform to and abide by the same.

16.2. Notwithstanding the dimensions on the any of the Contract Documents and/or shop drawings, it shall be the obligation and responsibility of the Contractor to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

16.3. The Contractor shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the Contractor of its obligation to perform the Work according to the Contract Documents, including without limitation, the Specifications set forth therein, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

16.4. The Contractor's submission of a shop drawing shall constitute the Contractor's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

16.5. Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this

Contract, the Contractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the City in writing and allow the City a reasonable time to have such improper conditions and defects remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

17.1. In the event the City finds that the materials furnished, the finished Project or the Work performed hereunder by the Contractor, for any reason, does not conform with the requirements of the Contract Documents including without limitation any performance and Project Specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the City, by and at the expense of the Contractor.

17.2. The Contractor agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the City and replace the same with Work or material satisfactory to the City. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

18.1. The Contractor shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the City. Contractor shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

18.2. The Contractor shall at any time upon demand furnish such proof as the City may require showing such compliance and the correction of such violations. The Contractor agrees to save harmless and indemnify the City, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses caused or occasioned directly or indirectly by the Contractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

18.3. INTENTIONALLY OMITTED

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

19.1. The Contractor shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its

employment practices and procedures. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

20.1. This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the Contractor nor shall the Contractor's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

21.1. At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the Contractor shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Contractor or anyone employed by it in the performance of the Work, however caused. Accordingly, the Contractor shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Contractor fail to perform any of the foregoing to the City's satisfaction, the City shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the Contractor.

ARTICLE 22. INSURANCE

22.1. The Contractor agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and incorporated herein as **Exhibit C**, and to keep the same in continuous effect for a period of **two (2) years** following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing the Project, the Contractor shall furnish the City a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Bridgeport as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least **thirty (30) days** prior to the effective termination of or any change in the policy or policies coverage. No change in the

coverage provided hereunder shall be made without the prior written approval of the Director.

Waiver of Subrogation: **Contractor hereby waives the right to subrogate or seek recovery from City of Bridgeport and its insurance carriers.**

ARTICLE 23. INDEMNIFICATION

23.1. The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City of Bridgeport, and its respective officers, employees, servants, agents and representatives, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

23.2. The City may withhold from any payment due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify the City, its officers, employees, servants, agents and representatives from and against any and all such claims and liabilities described above.

23.3. Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the Contractor of its duty to defend the City or other indemnified party, as specified in this Contract, pending a determination of the respective liabilities of the Contractor, the City, or any other indemnified party, by legal proceeding or Contract.

23.4. In furtherance to but not in limitation of the indemnity provisions in this Contract, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 24. BONDS

24.1. The Contractor shall deliver to the City the following bonds: (i) a performance bond securing the Contractor performance of its obligations hereunder in accordance with the terms of the Contract, including, without limitation, in accordance with the Contract Documents; (ii) a labor and materials bond guaranteeing prompt

payment of all monies due all persons supplying the Contractor or a subcontractor with labor and materials employed or used in carrying out this Contract; and (iii) a maintenance bond guaranteeing the Work pursuant to the Contract for a period of **two (2) years** from the date of written acceptance by the City. The amounts of the foregoing bonds shall each be **100%** of the amount of the contract price set forth in Article 1 except for the maintenance bond which shall be **25%** of said amount. All bonds shall be submitted to the office of the City Attorney for review prior to execution of this Contract.

ARTICLE 25. SUBCONTRACTING AND ASSIGNMENTS

25.1. The Contractor shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

25.2. In the event that the City approves of the hiring of subcontractors or subconsultants to pursue the Project, the Contractor agrees to cooperate as fully as possible with the City and any and all such subcontractors and subconsultants in the interests of the Project. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the City to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which Contractor is bound hereby including the requirements regarding insurance and indemnification.

25.3. Each subcontract contract shall preserve and protect the rights of the City and the Project Architect/Design Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the Contractor that the Contractor has against the City pursuant to the Contract Documents.

25.4. Nor shall Contractor assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the City in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the City of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the City until the City provides its written consent to such Assignment. Contractor agrees that any such Assignment shall not relieve the Contractor of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the City and assignee or transferee.

Contractor further agrees that all of the City's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Contractor hereby agrees to indemnify, defend and hold harmless the City from and against any and all loss, cost, expense or damages that the City has or may sustain or incur in connection with such Assignment.

ARTICLE 26. WARRANTY

26.1. The Contractor hereby warrants to the City that all of the Work shall be performed in conformance with Contract Documents, including without limitation, the Specification set forth therein, and shall be of good quality and free from any faults and defects.

26.2. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any portion of the Work, materials or equipment which, at any time up until **two (2) years** from the date of final acceptance of the Work hereunder, the Architect or the City shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or other Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

26.3. Without limiting the generality of the foregoing, the Contractor warrants to the City that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the City's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by Contractor at its own cost and expense. All warranties contained in this Contract and in the other Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 27. NOTICE OF CLAIMS

27.1. Claims by the Contractor must be in writing and sent within **thirty (30) days** following the occurrence of an event giving rise to the claim or within **thirty (30) days** after the Contractor first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the City at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the Contractor's information.

ARTICLE 28. GENERAL PROVISIONS

28.1. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the City for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the City beyond such moneys as are properly made available and appropriated for the Project.

28.2. The relationship of the Contractor to the City is that of an independent Contractor. The Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the City by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

28.3. The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the Contractor be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The Contractor further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

28.4. No member of the governing body of the City, and no other officer, employee, or agent of the City, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Bridgeport; and the Contractor covenants that no person having such interest shall be employed in the performance of this Contract.

28.5. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District of Fairfield at Bridgeport.

28.6. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

28.7. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

28.8. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

28.9. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

28.10. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the City: Bridgeport Board of Education
45 Lyon Terrace
Bridgeport, Connecticut 06604

With copies to: Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604

To the Contractor: _____
_____
_____

28.11. The City of Bridgeport's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The City reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Bridgeport. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

28.12. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with

and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

28.13. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

28.14. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

28.15. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

28.16. The Contractor hereby represents to the City as follows:

28.16.1. That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors;

28.16.2. that it has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

28.16.3. that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;

28.16.4. that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

28.16.5. that it is in compliance with all applicable regulations and laws governing employment practices.

ARTICLE 29. TERMS AND CONDITIONS OF SOLICITATION INCORPORATED AND ORDER OF PRECEDENCE

29.1. If this Contract was awarded as the result of a solicitation, the Parties agree that, by this reference, this Contract incorporates all material specifications in the underlying solicitation documents and any and all written representations, warranties, terms, and conditions, set forth in the bid or proposal that became the basis of this Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless amended by this Contract or by a written agreement of the Parties. Accordingly, the provisions of this Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this Contract and the provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

A. This Contract, as may be amended in a writing signed by the Parties.
B. The Bid Solicitation including all Addenda.
C. Contractor’s response to the solicitation.

ARTICLE 30. ELECTRONIC SIGNATURE

30.1. This Contract may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been

received.

IN WITNESS WHEREOF, this Contract has been executed by the City, acting by and through its mayor, who has caused the seal of his office to be affixed hereto, and the Contractor has duly executed this Contract on the day and year first above written.

BRIDEPORT BOARD OF EDUCATION

By: _____
Dr. Royce Avery
Its Acting Superintendent
Duly Authorized
Date Signed: _____

[VENDOR]

By: _____
_____
Its _____
Duly Authorized
(Affix corporate seal of
contractor if a corporation)

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:_____ Date: _____
James T. Maye
Associate City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
PROPOSAL

EXHIBIT C
CONSTRUCTION SERVICES INSURANCE RIDER
FOR
BID/PROJECT# XXXXXX

The Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

Minimum Scope and Limits of Insurance:

Workers' Compensation Insurance: With respect to all operations the Contractor performs, it shall carry Workers' Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars ($100,000) coverage for each accident, One Million One Hundred Thousand Dollars ($100,000) coverage for each employee by disease, One Million One Hundred Thousand Dollars ($100,000) policy limit coverage for disease.

Commercial General Liability: With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars ($1,000,000) coverage per Occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Two Million Dollars ($2,000,000).

If any excavation work is included in the scope of Services, it is understood and agreed that Contractor’s liability policy shall not contain an exclusion for XCU (Explosion, Collapse and Underground Coverage).

Automobile Liability: With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars ($1,000,000) coverage per accident for bodily injury and property damage.

Umbrella/Excess Liability: The Contractor shall carry Umbrella or Excess Liability

Insurance providing for a total limit of Five Million Dollars ($5,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Five Million Dollars ($5,000,000).

With respect to all operations the Contractor performs, the insurance limits required can be provided with a combination of Umbrella or Excess Liability insurance that would "follow form" of the underlying required terms and conditions.

Environmental Liability: If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of Five Million Dollars ($5,000,000) per claim limit and Five Million Dollars ($5,000,000) aggregate limit per occurrence. If such insurance is written on a claims-made basis, the Contractor shall maintain such coverage continuously throughout the term of work for a period of seven (7) years following acceptance of the work by the City.

Builders Risk Insurance All Risks and Extended Coverage: All Risk with Replacement Cost Coverage Form shall be maintained by the Contractor upon the entire part of any structure on which the Work is to be done in one hundred (100%) percent of the insurable value of the Contract amount thereof, including terms of labor and materials connected therewith. This insurance includes the interests of the City of Bridgeport, Contractor, subcontractors, sub-subcontractors and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical damage, including but not limited to, windstorm, hailstorm, tornado, theft, vandalism, and malicious mischief coverage. The property insurance shall include the fees of an architect necessary to be incurred in repairs or reconstruction of the Work.

Construction Professional Liability Insurance: In the event Contractor is providing (directly or indirectly) engineering, architecture, design, surveying, construction management or other consulting, Contractor shall provide professional liability covering errors and omissions. Such insurance shall be in an amount not less than $8,000,000 per occurrence and $10,000,000 in the aggregate.

"Tail" Coverage: If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of the Project for a duration of seven (7) years, or the maximum time period reasonably available in the marketplace. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous "claims made" coverage is used, Contractor shall be required to keep the coverage in effect for a duration of not less than seven (7) years following acceptance of the work by the City.

Acceptability of Insurers: The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Bridgeport. **Subcontractors**: The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City Attorney's Office as required herein.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal: Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's services.

Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured: The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City and the Bridgeport Board of Education as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Contractor's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

Waiver of Subrogation: The Contractor hereby waives the right to subrogate or seek recovery from City of Bridgeport and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

Certificate of Insurance: Prior to the commencement of services under this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring

Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the City of Bridgeport City Attorney, 999 Broad Street, Bridgeport, CT 06604 and uploaded to MyCOI, the City's insurance verification provider, by the Vendor's insurance agent. The Vendor will receive an email from MyCOI (registration@mycoitracking.com) with a link for registration. Following registration MyCOI will work directly with the Vendor's insurance agent to ensure proper coverage. For questions regarding MyCOI contact MyCOI at support@myCOItracking. Com or 317-759-9426 x 105. Note the certificate holder box on the COI should read:

> City of Bridgeport c/o myCOI P.O. Box #501970, 8710 Bash Street Indianapolis, IN 46256

NOTE: Vendor's failure to promptly register with MyCOI may delay contract execution.

In addition, if state grant funds are being utilized, the State of Connecticut, Department of Economic and Community Development, 450 Columbus Boulevard, Suite 5, Hartford, CT 06103, shall be named as an additional insured and certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the State of Connecticut, as follows: **"The State of Connecticut, Department of Economic and Community Development is listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability as their interest may appear".**

Waiver of requirements: The City Attorney may vary these insurance requirements at the City Attorney's sole discretion if the City Attorney determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

***Bid #* BMB -**

Bridgeport Public Schools (BPS)

Board of Education (BOE) Building Operations Department

DESCRIPTION

The Bridgeport Public Schools (BPS) Building Operations Department seeks to enter into a contract with a qualified contractor for masonry work at Columbus School.

SCOPE OF WORK

Contractor will provide all labor materials and equipment to complete the following Work:

Front Entrance Masonry Work

- Remove and salvage the hand rails in order to perform Work
- Sawcut the rails as needed to disconnect the rails that remain
- Demo and dispose of the front stairs, the platform at the top of the stairs by the door, the platform between the two sets of stairs and a portion of the walkway that abuts the steps (this will me verified in the field during the mandatory walkthrough)
- Purchase and install new precast steps
- Form and pour new cast in place platforms and sidewalk in accordance with the City of Bridgeport sidewalk specification & standards as seen in Scope of Work Exhibit A
- Reinstall the existing rails, tack weld the rails as needed
- Install all joint seals as needed
- Wash down all work with detergent
- Obtain and pay for all required permits

Add Alternate 1-Replacement of Handrails

- Remove and dispose of hand rails
- Purchase and install new hand rails

Contractor is responsible for confirming and preparing own calculations.

Any equivalent materials proposed must be approved by the BPS Building Operations Manager.

WORKING CONDITIONS

Contractor must provide container for removal of existing materials, if needed. Contractor shall not use the Board of Education school dumpsters

Container location must be approved by BPS Building Operations Manager.

Contractor must protect the work during and after the installation process until acceptance by the owner.

Contractor is responsible for cleaning areas where work is performed from demolition/installation process.

Upon completion the areas shall be returned to the pre-existing condition or better.

WORK HOURS/DAYS

Contractor shall coordinate its schedule so that the work on the premises is performed during those hours the BOE sets forth in a written notice to Contractor, unless written permission is obtained from the BOE to work during other times. This condition shall not excuse the Contractor from timely performance under the Contract. The work schedule must be agreed upon by the BOE and Contractor.

OSHA COMPLIANCE & ENVIRONMENTAL LIMITATIONS

The contractor must fully comply with all relevant OSHA requirements and regulations.

Comply with requirements of material suppliers.

Adhere to all environmental requirements for materials. Protect all persons from exposure to hazardous material.

TIME FRAME

The Contractor will be required to place a reasonable schedule, including time frame to procure and deliver Equipment, ***attached to Bid Form.*** In the event that the schedule will be exceeded based upon parts availability or circumstances beyond Contractor's control, it is the Contractor's responsibility to inform the BOE Facilities Manager of the delay.

CLEAN UP

Contractor must clean up all unused materials. Debris must be removed by contractor.

MATERIALS & INSTALLATION WARRANTY

The Contractor warrants that materials will be free from defects before installation.

The Contractor warrants that installation of the materials will be free from defects in workmanship.

The sole and exclusive remedy under the materials and installation warranty shall be the replacement of defective materials and repair of any damages to the ceiling resulting directly from defective materials or defective installation by the Contractor.

QUALIFICATIONS & OTHER REQUIREMENTS

Contractor must be capable, experienced, and licensed to perform all services listed in the Scope of Work Section. Contractor shall be an established firm experienced in Field and have been in business for a minimum of five (5) years. Employ trained personnel. Provide service and shall maintain a local office with adequate inventory of replacement material listed in the Scope of Work.

Contractor must provide all tools, materials and equipment necessary to complete all tasks, including refuse removal.

Bid Tabulations

Report

Selected Vendor Totals

Sort By Highest Export This Table

#1 G.L. Capasso, LLC	#2 G Pic and Sons Constr...	#3 IEN HOME IMPROVE...
$0.00	$0.00	$0.00

BID SHEET

Show All Columns Export This Table

BID SHEET				G.L. Capasso, LLC	G Pic and Sons Co...	IEN HOME IMPRO...
	Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
☐	1	Columbus School Front Entrance Masonry Work	Lump Sum	$68,700.00	$78,500.00	$39,995.00
☐	2	Add Alternate 1- Replacement of Handrails	Lump Sum	$42,300.00	$35,000.00	$0.00
		Total		**$0.00**	**$0.00**	**$0.00**

Columns

CONTRACT TO BE EXECUTED WILL BE IN A FORM SUBSTANTIALLY SIMILAR TO THIS AND MODIFICATIONS, IF ANY, SHALL AT THE CITY'S SOLE DISCRETION

CITY OF BRIDGEPORT
CONTRACT FOR CONSTRUCTION SERVICES
WITH
_____

FOR
BRYANT SCHOOL
PAVING AND SITEWORK
POPLAR STREET AND MAPLEWOOD AVENUE, BRIDGEPORT

[BID/PROJECT NO. XXXXX]

This Contract entered into this _____ day of _____, 2026 (the "Effective Date"), by the **CITY OF BRIDGEPORT,** a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter referred to as "**City**"), acting by and through the **BOARD OF EDUCATION OF THE CITY OF BRIDGEPORT**, 45 Lyon Terrace, Bridgeport, Connecticut 06604 (hereinafter referred as the "**City**" and/or "**BOE**") and **_____**, a limited liability company organized and existing under the laws of the State of Connecticut with an office and principal place of business located at _____, acting herein by **_____**, its Owner, duly authorized (hereinafter, the "**Contractor**"). The Contractor or the City may individually be referred to herein as the "Party" or collectively as the "Parties."

ARTICLE 1. WORK TO BE DONE

1.1. The Contractor shall furnish all the materials, machinery, implements, tools, labor, services, and other items of every kind (the "Work") using its best skill and attention required to perform and complete in the most substantial and workmanlike manner the project generally identified as **paving and sitework at Bryant School _____, [BID/PROJECT NO. XXXXX]** (hereinafter, the "Project"). The Work shall be performed in strict compliance with the Contract Documents as that term is defined in Article 3 thereof.

1.2. The City will compensate the Contractor for the satisfactory completion of the Project and of all of the Contractor's duties, obligations and responsibilities under this Contract, subject to additions and deductions as herein provided, the total sum not to exceed **_____ DOLLARS AND 00/100 CENTS ($ _____)**, in the manner set forth herein and the Contract Documents. Notwithstanding the foregoing, the Unit Pricing and Allowance set forth in the Contractor's Proposal (defined below) shall be applied to all Work performed by the Contractor and compensation shall at all times be limited to quantities of units actually used in the performance of the Work by the Contractor and accepted by the City. The City reserves the right to use any combination of the Base Bid

and Alternates to compose the scope of the Work.

1.3. The Project shall be performed in accordance with the true intent and meaning of the Contract Documents without any expense of any nature whatsoever to the City exceeding the compensation stated herein. The Contractor's Work hereunder shall be overseen by _____, its duly authorized representative.

1.4. The Contractor hereby represents that it has carefully examined and understands all of the terms and requirements of the Contract Documents, has investigated the nature, localities and location ("Site") of the Project and the conditions and difficulties under which it is to be performed and that it enters into this Contract on the basis of its own diligent examination, investigation and evaluation of such and not in reliance on any opinions or representations of the City or any third party, including any officer, agent, servant or employee thereof.

ARTICLE 2. ADMINISTRATION OF CONTRACT BY CITY

2.1. The Work to be performed under this Contract shall be overseen on behalf of the City by _____ of the **BOE,** or his designee, referred to as the "Director." The Contractor acknowledges and agrees that any instructions, reviews, advice, approvals or directives rendered to it by the Director or his designated representative consistent with the Contract Documents are authorized on behalf of the City. However, notwithstanding the above, no advice, directive or other recommendation or request by the City shall give rise to liability or responsibility on the City's part for any portion of the Work, nor shall it relieve the Contractor of its responsibilities hereunder.

ARTICLE 3. DOCUMENTS FORMING THE CONTRACT

3.1. This Contract, together with the other Contract Documents are all intended to supplement and complement each other and shall, to the fullest extent possible, be so construed and interpreted. If, however, any provision of this Contract irreconcilably conflicts with any provision of the other Contract Documents, the provision imposing a greater obligation on the Contractor shall govern.

3.2. The Contract Documents shall be deemed to include the following:

3.2.1. City's Invitation to Bid dated_____ with Scope of Work, Addendum __ dated _____, Addendum __ dated _____, and Addendum __ dated _____, copies of which are respectively annexed hereto and incorporated herein as **Exhibits A , , and** (collectively referred to as the "Bid Solicitation"); and

3.2.2. Contractor's Bid Response dated _____ and received on _____, a copy of which is annexed hereto and incorporated herein as **Exhibit B** ("Contractor's Proposal"); and

3.2.3. Insurance Rider, a copy of which is annexed hereto and incorporated herein as **Exhibit C** ; and

3.2.4. This written Contract, including all bonds and insurance certificates; and

3.2.5. City of **Bridgeport** General Conditions for Construction, Rev. January 7, 2025 ("General Conditions"), as amended; and

3.2.6. Any addenda to the general, special, technical or other specifications and conditions for the Project subsequently issued by the City; and

3.2.7. State Labor Department minimum wage rates (if applicable); and

3.2.8. All provisions required by law to be inserted in this Contract, whether or not physically inserted.

3.3. The term "Specifications" as used herein shall refer to the **[Special Specifications and Notes, and Special Provisions and Technical Specifications, General Conditions, and the Drawings].** The term "Site" as used herein shall refer to **Bryant School, Bridgeport, Connecticut** which shall be identified in the Bid Solicitation.

ARTICLE 4. EXAMINATION OF DOCUMENTS AND SITE

4.1. The Contractor confirms that it has carefully examined the Site, as well as its surrounding territory. As a result, the Contractor acknowledges that it is fully informed regarding all existing conditions, both natural and man-made, as well as all such above grade, at grade and subsurface conditions that may in any way affect the Work to be done for the proper completion of the Project, including, by way of example, the existence of poles, wires, pipes, ducts, conduits and other facilities and structures of municipal and public service corporations on, over or under the Site. The Contractor further acknowledges that it has secured such information by personal investigation, research, and inquiry into all reasonably available data concerning the actual Site and has not relied upon the estimates or records of the City; and that it will make no claim against the City by reason of reliance on any such estimates, tests, information, data or representations made by any officer, agent, representative or employee of the City, or for costs incurred as a result thereof.

4.2. In addition, the Contractor agrees that, prior to starting any part of the Work, it shall carefully study and compare the Contract Documents, including without limitation, the Specification set forth therein, relative to that portion of the Work in order to facilitate

construction and determine whether inconsistencies or conflicts exist.

ARTICLE 5. DATE OF COMPLETION AND LIQUIDATED DAMAGES

5.1. The Contractor further agrees that the Project will begin on the date specified in the Notice to Proceed issued by the City ("Commencement Date"). The Contractor shall diligently and continuously prosecute and complete the same and coordinate its Work with all other work being performed on the Project according to any schedules that may be issued from time to time during the Project, so as not to delay, impede, obstruct, hinder or interfere with the commencement, progress or completion of any part of the Project and so that the Project shall be entirely **completed during Summer Break June 23 - August 10, 2026.**

5.1.1. The Contractor shall contribute to and cooperate with the development of the Project schedules and other efforts to achieve timely completion of the Work. The Contractor shall be required to provide information for the scheduling of the times and sequence of operations required in order for its Work to meet the City's overall schedule requirements and it shall continuously monitor the Project schedule and the performance of the Work, so as to be fully familiar with the timing, phasing and sequence of operations of the Work and of any other work performed by others on the Project. The Contractor shall diligently execute the Work in accordance with the requirements of the Project schedule including any revisions thereto.

THE CONTRACTOR ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN TERMS OF COMPLETION OF THE CONTRACTOR's WORK HEREUNDER BY THE STATED COMPLETION DATE.

5.2. Extension of Agreement. No extension beyond the completion date shall be effective unless in writing signed by the Director. Any extension shall be for such time and upon the terms and conditions set by the Director, which may include charges for professional services, engineering and inspection expenses incurred (including expenses incurred by railroad companies on contracts which affect a railroad right of way) as a result. Notice of application for any extension shall be filed with the Director at least **thirty (30) days prior to the date of completion** set forth above.

5.2.1. The Contractor shall work during such days and times agreed to by the City so as not to interfere with its use or operation of any particular site. However, if the City deems it necessary, it may direct the Contractor to work overtime. If so directed, the Contractor shall work overtime and, provided that it is not in default under any of the terms or provisions of this Contract or of other Contract Documents, the City will pay the Contractor for such actual additional wages paid directly for such overtime work, if any, at rates which have been approved by the City.

5.3. Excused Delay. In the event the Contractor is delayed, obstructed, hindered or interfered with in the commencement, prosecution or completion of the Work by any

cause including, but not limited to, any act, omission, neglect, negligence or default of the City or of anyone employed by it, or by any other contractor or subcontractor on the Project, or by damage caused by fire or other casualty or by any other cause beyond the control of and not due to any fault, neglect, act or omission of the Contractor, its officers, agents, employees, subcontractors or suppliers, the Contractor's exclusive remedy shall be an extension of time for a period equivalent to the time lost by reason of any and all of the aforesaid causes. Provided, however, that the Contractor shall not be entitled to any such extension of time unless the Contractor (1) notifies the City in writing of the cause or causes of such delay, obstruction, hindrance or interference within **seventy-two (72) hours of the commencement thereof** and (2) demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof. Notwithstanding the foregoing, if any of the Contract Documents are at variance with granting such time extension, then the provisions of such documents shall control.

5.3.1. In no event shall the Contractor be entitled to money damages or an adjustment to the sum payable hereunder by virtue of any such delay.

5.4. Unexcused Delay and Liquidated Damages. In the event of a delay in the progress of the Work or disruption of, hindrance, obstruction, or interference with the Work due to any fault, neglect, action or omission of the Contractor or any of its officers, agents, servants, employees, subcontractors or suppliers which results in any additional cost, expense, liability or damage to the City including disbursements incurred by the City (whether incurred in defending claims arising from such delay or in seeking reimbursement or indemnity from the Contractor and/or its surety hereunder or otherwise) or any damages or additional costs or expenses for which the City may or shall become liable, no extension of time shall be granted and the Contractor (and its surety) shall be liable to compensate the City for and indemnify it against all such costs, expenses, damages and liability. In addition, the Contractor shall not only fulfill all of its obligations imposed by this Contract at its own cost and expense, but also work such overtime as may be necessary to make up for all time lost in the performance of the Work and of the Project. Should the Contractor fail to make up for the time lost by reason of such delay, the City shall have the right to hire other contractors to work overtime, if needed, and to take whatever other action it deems necessary to avoid delay in the completion of the Work and of the Project. The cost and expense of such overtime and/or such other action, including all other consequential damages and expenses, shall be borne by the Contractor hereunder.

5.4.1. It is understood by the parties that timely completion of the Project is essential. Failure of the Contractor to complete the Project by the date stated in the Project will result in the City and the public incurring damages, additional costs and inconveniences that would be impossible or extremely difficult to accurately quantify at the time. Therefore, the parties agree that, if the Contractor fails to satisfactorily complete the Project hereunder within the time specified or within any extension of time that may have been allowed, there shall be deducted from any monies due or that may become

due the Contractor, the sum of **One Thousand Five Hundred Dollars and 00/100 ($1,500.00)** for each and every calendar day, including Saturdays and holidays, that the Project remains incomplete in accordance with Article 5 of this Contract. This sum shall not be imposed as a penalty, but as liquidated damages due the City from the Contractor by reason of the damages incurred, inconvenience and additional costs and expenses to the public together with other problems suffered as a result of any such delay thereby occasioned.

ARTICLE 6. CONTINGENCIES, EXTRA WORK, AND CHANGES

6.1. Whenever the City determines that, for any reason deemed to be in the best interests of the Project, the Contract Document, including without limitation, the Specifications set forth therein, should be revised to provide for changes, deletions, contingencies, additional or extra work, it may issue a Change Order to the Contractor. Once the City has issued and signed a written Change Order in its standard form, the Contractor shall forthwith comply with the specifications of such Change Order. In such event, allowances for additions and/or deductions to the prices listed in the bid documents will be made commensurate with such changes in the scope or extent of the Work. Any such action by the City shall not constitute grounds for a claim by the Contractor for damages, loss of anticipated profits, or for costs resulting from any variations between the approximate quantities and quality of Work contemplated in the bid documents and as built.

6.2. All changes, additions or omissions in the Work ordered in writing by the City shall be deemed to be a part of the Work hereunder and shall be performed and furnished in strict accordance with all of the terms and provisions of the Contract Documents based on a negotiated cost for the Work and materials. The Contractor shall be responsible for keeping its surety informed of all such modifications to this Contract. The obligations of Contractor's surety shall not be reduced, waived or adversely affected by the issuance of such Change Orders, additions or deductions and the City shall not be required to inform the surety of the same or to obtain the consent of the surety to such modifications.

ARTICLE 7. MEANS AND METHODS

7.1. The Contractor shall supervise and direct the Work using its best skill and attention in order to perform and complete the Project according to the Contract Documents in a timely and workmanlike manner. The Contractor shall be responsible for safeguarding the Site and all adjacent property from damage and for implementing all reasonable and necessary construction means, methods, techniques, sequences and procedures for safety precautions, protection against vandalism, and compliance with fire insurance rating bureau procedures, in connection with the performance of the Work. Contractor further assumes responsibility for all actions and omissions of its agents, employees, subcontractors, suppliers and all of their respective agents, employees and any other person performing any part of the Work.

ARTICLE 8. NO COLLUSION OR FRAUD

8.1 The Contractor hereby agrees that all persons interested as principal or principals in the bid or proposal submitted by the Contractor for this Project are named therein; that this Contract has been secured without any connection with any person or persons other than those named; that this Contract was secured without collusion or fraud; and that neither any officer nor employee of the City, nor any member of the immediate family of any such person, has or will have a financial interest in the performance of this Contract, in the supplies, Work or business to which it relates, or in any portion of the profits thereof.

ARTICLE 9. ESTIMATES AND PAYMENT

9.1 The total purchase price for the Project—including, but not limited to, equipment, products, services, installation, and the cost of any necessary permits as detailed in **Exhibit B**—shall not exceed _____ Thousand Dollars and 00/100 ($_____,000.00). The purchase price shall be payable upon completion of the Project and submission by the Contractor of an Application for Payment, along with all supporting documentation required by the City, and subsequent approval of the work by the City. However, if the Project is halted due to weather or other conditions, and such suspension is at the direction and discretion of the City, the Contractor may submit an invoice and receive payment for work completed up to the time of suspension. The remaining balance shall be paid upon full completion of the Project. Unless contested, invoices shall be paid by the City within forty-five (45) days of submission by the Contractor. The City shall pay ninety-five percent (95%) of the approved amount, withholding five percent (5%) as retainage. The retainage shall be released upon final completion and acceptance of all Work under this Contract, the Contractor's compliance with all contractual obligations—including submission of signed lien waivers from the Contractor, its subcontractors, and suppliers—the posting of a twenty-five percent (25%) maintenance bond covering the Project for two (2) years from the date of final acceptance, and verification that all subcontractors and suppliers have been fully paid. Nothing in this section shall modify or limit the more detailed payment provisions contained in the Contract Documents as approved by the Director.

9.2. The City reserves the right to advance the date of any payment (including the final payment) under this Contract if, in its judgment, it becomes desirable to do so.

9.3. The Contractor warrants that: (1) title to Work, materials and equipment covered by an Application for Payment will pass to the City either by incorporation in construction or upon receipt of any payment for the same by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by Applications for Payment shall be free and clear of liens, claims, security interests or encumbrances; and (3) no Work, materials or equipment covered by an Application for Payment shall be acquired by the

Contractor, or any other entity or person performing any Work at the Site or furnishing materials or equipment for the Project, subject to an Contract or arrangement under which any interest therein or an encumbrance thereon is retained by the seller of such or is otherwise imposed by the Contractor or such other entity or person.

9.4. With each Application For Payment the Contractor shall (i) certify to the City that the Work, for which payment is requested, (1) has been fully completed in accordance with the Contract Documents; (2) that all amounts owed to any subcontractor and subconsultant for Work or materials covered by all previous progress payments have been paid in full; and (3) that the Contractor has no claim outstanding against the City related to this, or any previous progress payment, except any such claim as has been previously served by way of a detailed, verified statement upon the City prior to the filing of such Application For Payment, and (ii) shall submit weekly certified payrolls for the Project in compliance with **Conn. Gen. Stat. 31-53** prevailing wages laws. If requested to do so, the Contractor will file signed Waivers of Lien with each Application for Payment in a form satisfactory to the City.

9.5. The Contractor's refusal to accept any payment as tendered shall constitute a waiver of any right to interest thereon.

9.6. It is further agreed that so long as the Contractor fails to comply with any lawful or proper direction concerning the Work or material given by or on behalf of the Director, the Contractor shall not be entitled to have any estimate made for the purpose of payment. No such estimate shall be rendered until the Contractor fully and satisfactorily complies with all such directions.

9.7. If any of the following occurs: (1) a claim or lien is made or filed with or against the City, the Project, or the Project funds by any person claiming that the Contractor or any subcontractor or other person under subcontract has failed to make payment for any labor, services, materials, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work; (2) there is evidence of such nonpayment or of any claim or lien for which, if established, the City might become liable and which is chargeable to the Contractor; (3) the Contractor or any subcontractor or other person under subcontract causes damage to the Work or to any other work on the Project; (4) or if the Contractor fails to perform or is otherwise in default under any of the terms or provisions of this Contract, the City shall have the right to retain from any payment then due or thereafter to become due an amount which it deems sufficient to (i) satisfy, discharge and/or defend against any such claim or lien or any action which may be brought or judgment which may be recovered thereon, (ii) make good any such nonpayment, damage, failure or default, and (iii) compensate the City for and indemnify and hold it harmless against any and all actual or potential losses, liabilities, damages, costs and expenses, which may be sustained or incurred in connection therewith. The City shall have the right to apply and charge against the Contractor so much of the amount retained as may be required for the foregoing purposes. If the amount is insufficient therefor, the Contractor shall be liable for the difference and promptly pay the same to the

City. No person shall have any right or claim by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision.

9.8. This provision is not intended to limit or in any way prejudice any other right of the City.

9.9. No payment (final or otherwise) made under or in connection with this Contract shall be conclusive evidence of the proper performance of the Work or of this Contract, in whole or in part, and no such payment shall be construed to be an acceptance of defective, faulty or improper work or materials nor shall it release the Contractor from any of its obligations under this Contract; nor shall entrance upon and use of the Site by the City constitute acceptance of the Work or any part thereof.

9.12. If, in the judgment of the Director, the Project is "substantially," although not entirely, completed, and in this event the withholding of the retained percentage would be an injustice to the Contractor, the Director may, provided that he receives certification that the essential items in the Contract have been completed in accordance with the terms of the Contract, include in the final account such uncompleted items. The City will pay the Contractor therefor at the item prices in the Contract upon the Contractor's depositing with the Director a certified check drawn upon a legally incorporated bank or trust company equal to at least double the value of such uncompleted Work. The deposit may be used by the Director to complete the uncompleted portion of the Contract and any unused portion may be returned to the Contractor upon its satisfactory completion of the uncompleted Work within a specified number of working days after it has been notified to proceed.

ARTICLE 10. PAYMENT TO SUBCONTRACTORS AND SUPPLIERS

10.1. The Contractor shall, within **thirty (30) days** after its receipt of payment from the City, pay all amounts due any supplier or subcontractor, whether for labor performed or materials furnished hereunder, when such labor or materials have been included in a requisition submitted by the Contractor and paid by the City.

10.2. The Contractor shall include in each of its contracts and subcontracts hereunder a provision requiring each contractor or subcontractor to pay all amounts due any of its own subcontractors (second tier subcontractors), whether for labor performed or materials furnished, within **thirty (30) days** after such contractor or subcontractor is paid by the Contractor an amount that includes payment for labor or materials furnished by such second tier subcontractor.

ARTICLE 11. FINAL PAYMENT

11.1. Final payment and payment of any amounts retained shall not become due until the following conditions precedent have been met: (1) the City accepts the Project

and approves of all the Work performed hereunder; (2) the Contractor submits the following documents satisfactory to the City (a) certification that all payrolls, bills for materials, labor and equipment, and all other indebtedness connected with the Project, for which the City or City's property might be liable, have been paid or otherwise satisfied and that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, materials, equipment or other items performed, furnished or incurred for or in connection with the Work; (b) written consent of surety, if applicable; (c) a certificate confirming that insurance required by the Contract Documents is to remain in force for the required period of time following completion of the Work; (d) a satisfactory maintenance bond posted with the City ensuring the Project is in compliance with **Section 109-15** of the General Conditions for a period of **two** (**2**) year from the date of final acceptance (e) the Contractor provides all required certifications that all Work, products and materials comply with Contract Document, including without limitation, the Specifications set forth therein, and have been properly installed and/or incorporated into the Project in accordance with all applicable manufacturers' warranties; (f) all warranties for products, materials and equipment incorporated into the construction of the Project have been transferred assigned to the City; (g) any other information and documentation establishing payment or satisfaction of all outstanding obligations, to the extent and in such form as may be designated by the City, such as, by way of example only, receipts, releases and waivers of liens, including the execution and delivery by the Contractor, in a form satisfactory to the City, of a general release running to and in favor of the City; (h) all required Certified Payrolls acceptable to the City and the State of Connecticut Department of Labor; (i) final punchlist items have been completed to the satisfaction of the City; (h) a certificate of occupancy for the Project has been issued by the Building Department; and (j) all Change Orders with sufficient backup/documentation acceptable to the City. Should any claim be made or other obligation arise after final payment is made, the Contractor shall refund to the City all expenses paid by the City to satisfy, discharge or defend against any such claim, obligation or lien or any action brought or judgment recovered thereon and all costs and expenses, incurred in connection therewith.

11.2. If the Contractor cannot, for reasonable cause not of its own fault, furnish any such information or documentation required by the City, the Contractor may furnish a bond satisfactory to the City promising to indemnify the City against any Project related, outstanding obligation. If any lien remains unsatisfied after final payments are made by the City, the Contractor shall reimburse the City for moneys the City may be compelled to pay in discharging such lien.

11.3. Acceptance by the Contractor, or anyone claiming by or through it, of any interim or final payment hereunder shall constitute and operate as a release of the City from any and all claims of any liability or responsibility to the Contractor for anything done to, furnished for, relating to or in connection with the Project hereunder, and for any act, neglect, default on the part of the City or any of its officers, agents, or employees unless the Contractor serves a detailed and verified statement of claim upon the City prior to the acceptance of such payment. Such statement shall specify the items and details upon

which the claim is based and any claim shall be limited to such items. The Contractor's refusal to accept the final payment as tendered shall constitute a waiver of any right to interest thereon.

ARTICLE 12. FINAL ACCEPTANCE OF WORK

12.1. When, in the opinion of the Director, the Contractor has fully performed all the required Work under this Contract and any Change Orders issued for the Project to the Contractor, the Director shall recommend the acceptance of the Work so completed. If the recommendation is accepted, the City shall thereupon notify the Contractor in writing of such acceptance, and copies of such acceptance shall be sent to other interested parties. However, the City has the right to reject the whole or any portion of the Work should it be found or known to be inconsistent with the terms of the Contract Documents or otherwise improper. All certifications upon which partial payments may have been made, being merely estimates, are subject to correction in the final determination or upon final payment.

ARTICLE 13. SAFETY

13.1. The Contractor agrees that it is responsible for preventing accidents and ensuring safety of all persons engaged in the Project or in the vicinity of the Work including members of the general public. The Contractor shall comply with all laws, ordinances, rules, regulations, codes, standards, orders, notices and requirements concerning safety applicable to the Work, including, among others, the Federal Occupational Safety and Health Act of 1970, as amended, and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder, and with all safety standards established during the progress of the Work.

13.2. The Contractor shall at all times provide sufficient, safe and proper facilities for the inspection of the Work by the City and its authorized representatives in the field, at shops or at any other place where materials or equipment for the Work are in the course of preparation, manufacture, treatment or storage. The Contractor shall, immediately upon receiving written notice from the City, stop any part of the Work which is deemed unsafe and proceed to take down all portions of the Work and remove all materials whether worked or unworked, that may be noted as unsound, defective or improper or as in any way failing to conform to this Contract or other Contract Documents, including without limitation, the Specification set forth therein. The Contractor, at its own cost and expense, shall replace the same with proper and satisfactory Work and materials and make good all Work damaged or destroyed by or as a result of such unsound, defective, improper or nonconforming Work or materials or by the taking down, removal or replacement thereof. The Contractor agrees that it shall not have nor make any claim for costs, damages, delays or extensions of time arising out of such stoppages. Should the Contractor neglect to take such corrective measures, the City may do so at the cost and expense of the Contractor and may deduct the cost thereof from any payments due or to become due to the Contractor.

13.3. Notwithstanding the foregoing, Contractor shall at all times be responsible for ensuring the safety of all persons and property at the Site, regardless of any action or failure to act on the part of the City. Nothing set forth herein, nor any action or failure to act by the City, shall relieve the Contractor of its obligations and responsibilities with regard to safety and safeguarding of the Site and all persons and property thereon or adjacent thereto.

ARTICLE 14. COMPLIANCE WITH GOVERNMENTAL LAW AND REGULATIONS

14.1. The Contractor shall comply with all applicable laws, codes and regulations governing the Work and the Project and shall require its Trade Contractor and Subcontractors to do the same.

14.2. Without limiting the generality of the foregoing, the Contractor shall comply with The Code of Ordinances of the City of Bridgeport. In addition, all trade contractors and subcontractors working on the Project shall have, throughout the period of the Work, valid State of Connecticut Department of Consumer Protection issued licenses to do business according to the current, applicable regulations.

14.3. Equal Employment Opportunity and Affirmative Action

14.3.1. The Contractor for itself and all subcontractors and subconsultants employed in connection with the Project shall agree to abide by the provisions of State of Connecticut Executive Orders Numbers 3 and 17 and Vice-Presidential Executive Orders Numbers 11246, 11375 and 11063.

14.3.2. The Contractor or its subcontractors and subconsultants further agree and warrant that in the performance of this Contract it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the Work involved - in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability including, but not limited to, blindness -unless it is shown by the Contractor that such disability prevents performance of the work involved. The terms stated in this paragraph shall be defined as set forth in Connecticut General Statutes Section 4a-60(d).

14.3.3. The Contractor shall not permit any coercion, intimidation, threatening or interference with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by state or federal laws, including without limitation, the Americans with Disabilities Act.

14.3.4. The Contractor agrees to comply with any request of the City of Bridgeport or the Connecticut Commission on Human Rights and Opportunities to provide information and permit access to pertinent books, records and accounts concerning its employment practices and procedures.

14.3.5. For purposes hereof, discrimination in employment shall include, but need not be limited to, employment advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment and selection for apprenticeship.

14.3.6. The Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as contractors, subcontractors and suppliers of materials on or related to the Project. For purposes of this paragraph the term “minority business enterprise” shall be defined as set forth in Connecticut General Statutes Section 4a-60(e).

14.3.7. The Contractor will cause the foregoing provisions to be inserted in all trade contracts and subcontracts for any Work related to the Project or covered by this Contract so that such provisions will be binding upon each trade contractor and subcontractor.

14.4. In addition, Contractor shall comply and shall require its trade contractors and subcontractors who perform any Work in connection with the Project to comply with all current, applicable terms of the following, as the same may be amended from time to time:

- The Civil Rights Act of 1964, as amended;
- Federal Labor Standards (29 CFR Parts 3, 5 and 5a);
  Davis Bacon Act;
- Copeland "Anti-Kickback" Act (18 USC 874), as supplemented in the Department of Labor Regulations (20 CFR - Part 3);
- Flood Disaster Protection Act (PL 93-291);
- Hatch Act (Title 4 USC Chapter 15);
- Section 504 of the Rehabilitation Act of 1973;
- The Americans With Disabilities Act;

14.5. <u>Prevailing Wage Requirements</u>

14.5.1. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of C.G.S. §31-53, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

14.5.2 This Contract shall be subject to the Connecticut State Prevailing Wage regulations and requirements and applicable prevailing wage rates- as such may be amended or revised from time to time; and

14.5.3. The Contractor shall comply, at its own cost, with all such applicable prevailing wage rate regulations, as the same may be revised or amended from time to time. Under no circumstances shall the Contractor be entitled to any additional payment or any increase in the costs, fees or expenses payable by the City hereunder, based on any increase in the cost of compliance with applicable regulations, requirements or any increase in the applicable, prevailing wage rates.

14.6. State Labor and Employment Regulations

14.6.1. Pursuant to the Connecticut General Statutes, the following provision shall be incorporated into this Contract and each subcontract hereunder insofar as this Contract or any such subcontract relates to a public works project, including, but not limited to, construction, remodeling or repairing of any public facility or structure (except public buildings covered by Section 31-52), site preparation or improvement, appurtenances or highways, or the preparation or improvement of any land or waterway on or in which a structure is situated or to be constructed:

> In the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to persons who are residents of the State who are, and continuously for at least **six (6) months** prior to the date hereof have been, residents of this State, and if no such person is available then to residents of other states.

14.6.2. Nothing herein shall abrogate or supersede any provision regarding residence requirements in a collective bargaining agreement to which the contractor is a party. Any contractor who knowingly and willfully employs any person in violation of any provision of this section is subject to fines based on current laws.

14.6.3. Pursuant to Connecticut General Statutes, the following provision shall be incorporated into this Contract and each subcontract hereunder for work relating to the

construction of a public works project where the combined total cost of all Work to be performed by all contractors and subcontractors in connection with the new construction of a Public Works Project is **One Million Dollars** (**$1,000,000.00**) or more, or for work relating to the remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public works project if the total combined cost of all Work to be performed in connection with such project is **One Hundred Thousand Dollars** (**$100,000.00**) or more:

> The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the Work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the City of Bridgeport. Any contractor who is not obligated by Contract to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

14.6.4 In the event that the City and/or the State of Connecticut determines that any mechanic, laborer or workman employed by the Contractor or any subcontractor directly on the Site for the Work contemplated hereunder has been or is being paid a rate of wages less than that required to be paid, as stated herein, the City may, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, terminate the Contractor's right to proceed with the Work hereunder or such part of the Work for which there has been a failure to pay the required wages. In the event of such termination, the City may prosecute the Work to completion by contract or otherwise and the Contractor and its sureties shall be liable to the City for all costs incurred thereby in excess of the compensation to be paid under this Contract.

14.6.5. Each employer subject to the provisions of Section **31-53** of the Connecticut General Statutes shall comply with the applicable requirements at its own cost and expense and shall not be entitled to any additional payment or increase in its fees payable hereunder as a result of or due to the cost of compliance.

ARTICLE 15. RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT

15.1. If, at any time, the City determines that the Work hereunder is not being performed according to the Contract or for the best interest of the City or should the Contractor at any time refuse or neglect to supply a sufficient number of skilled workers or materials of the proper quality and quantity; or fail in any respect to prosecute the Work with promptness and diligence; or cause by any act or omission the stoppage, impede, obstruct, hinder or delay of or interference with or damage to the Work of any other contractors or subcontractors on the Project; or fail in the performance of any of the terms and provisions of this Contract or of the other Contract Documents; or should there be

filed by or against the Contractor a petition in bankruptcy or for an arrangement or reorganization; or should the Contractor become insolvent or be adjudicated a bankrupt or go into liquidation or dissolution, either voluntarily or involuntarily or under a court order, or make a general assignment for the benefit of creditors, or otherwise acknowledge insolvency -- then in any of such events, each of which shall constitute a default hereunder on the Contractor's part, the City shall have the right, in addition to all other rights and remedies provided by this Contract and the other Contract Documents or by law, to temporarily suspend the execution of the Work by the Contractor and proceed with the Work under its own direction in accordance with the Contractor Documents and in such manner as the Director determines to be in the best interests of the City or, the City may terminate the Contractor's employment under this Contract while it is in progress, and thereupon proceed with the Project in such manner and by such process as it determines to be in the best interest of the Project. In addition, the City may terminate for convenience, or for lack of funding/non appropriation, however, the Contractor shall be entitled to payment for all items of work performed in accordance with this Agreement up until the receipt of a notice of termination. The City retains the right to suspend the Work

15.2 In any of the foregoing events, the Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly completed to the satisfaction of the City, as evidenced by written acceptance signed by the Director. All costs, expenses, losses and damages, and all other charges incurred by the City for the completion of the Work as a result shall be charged to the Contractor and deducted by the City from any monies due or payable or to become due or payable hereunder. Such costs and expenses shall include not only the cost of completing the Work to the satisfaction of the City and of performing and furnishing all labor, services, materials, equipment, and other items required therefor, but also all losses, damages, costs and expenses, (including disbursements incurred in connection with reprocurement, in defending claims arising from such default and in seeking recovery of all such costs and expenses from the Contractor and/or its surety), and disbursements sustained, incurred or suffered by reason of or resulting from the Contractor's default. If such costs and expenses and other charges exceed the amount stated herein, such excess amount shall be charged to and promptly paid by the Contractor to the City. In computing the amounts chargeable to the Contractor, the City shall not be held to a basis of the lowest prices for which the completion of the Project or any part thereof might have been accomplished, but the Contractor shall be liable for all sums actually paid or expenses actually incurred in affecting prompt completion of the Project hereunder. The rights described herein are in addition to any other rights and remedies provided by law.

15.3. Should the City reactivate the performance of the Project, in whole or in part, within **one (1) year** from the time of suspension, any fees paid to the Contractor pursuant to this Contract shall be applied as payment on the fees as set forth in the Contract at the time of reactivation. Should reactivation occur after a period of suspension exceeding **one (1) year** but not sooner, the Contractor and the City may renegotiate the Contract based upon current conditions or may unilaterally elect to terminate the Contract.

15.4. Termination or suspension under this section shall not give rise to any claim against the City for damages or compensation in addition to that provided hereunder.

ARTICLE 16. INTERPRETATION OF PLANS/SHOP DRAWINGS

16.1. The Work shall be performed and furnished under the direction and to the satisfaction of the City and, where appropriate, its Architect or Engineer. The Contractor shall be responsible for identifying any ambiguity in, or difference in interpretation of the Contract Documents and shop drawings, or between or among any of them, and immediately submitting the issue to the City, which will transmit the same to the responsible professional designer (i.e., Professional Engineer or Architect) who shall resolve the same. Any decision in relation thereto shall be final and conclusive upon the parties. The City will furnish to the Contractor any additional information and plans as may be prepared to further describe the Work and the Contractor shall conform to and abide by the same.

16.2. Notwithstanding the dimensions on the any of the Contract Documents and/or shop drawings, it shall be the obligation and responsibility of the Contractor to take such measurements as will insure the proper matching and fitting of the Work covered by this Contract with contiguous work.

16.3. The Contractor shall prepare and submit to the Director such shop drawings as may be necessary to describe completely the details and construction of the Work. Approval of such shop drawings shall not relieve the Contractor of its obligation to perform the Work according to the Contract Documents, including without limitation, the Specifications set forth therein, nor of its responsibility for the proper matching and fitting of the Work with contiguous work and the coordination of the Work with other work being performed on the Site, which obligation and responsibility shall continue until completion and acceptance of the Project.

16.4. The Contractor's submission of a shop drawing shall constitute the Contractor's representation that it has reviewed the submission for accuracy and compliance with all Contract Documents and that, wherever engineering is required to be performed, same has been performed by a qualified and licensed engineer which shall have responsibility therefor.

16.5. Should the proper and accurate performance of the Work hereunder depend upon the proper and accurate performance of other work not covered by this Contract, the Contractor shall carefully examine such other work, determine whether it is in fit, ready and suitable condition for the proper and accurate performance of the Work hereunder, use all means necessary to discover any defects in such other work, and before proceeding with the Work hereunder, report promptly any such improper conditions and defects to the City in writing and allow the City a reasonable time to have such improper conditions and defects remedied.

ARTICLE 17. REJECTED WORK AND MATERIAL

17.1. In the event the City finds that the materials furnished, the finished Project or the Work performed hereunder by the Contractor, for any reason, does not conform with the requirements of the Contract Documents including without limitation any performance and Project Specifications and has resulted or will result in an inferior or unsatisfactory product, the materials or Work shall be removed and replaced or otherwise corrected, to the satisfaction of the City, by and at the expense of the Contractor.

17.2. The Contractor agrees that it shall at once remove from the Site at its own expense all Work or material which may be rejected by the City and replace the same with Work or material satisfactory to the City. All Work shall be in a first class and satisfactory condition at the time of final acceptance.

ARTICLE 18. LAWS, PERMITS, AND LICENSES

18.1. The Contractor shall observe all Federal, State, and local laws and regulations and shall procure all necessary licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work hereunder without any additional charge or expense to the City. Contractor shall be responsible for and shall correct, at its sole cost and expense, any violation thereof resulting from or in connection with the performance or failure to perform the Work.

18.2. The Contractor shall at any time upon demand furnish such proof as the City may require showing such compliance and the correction of such violations. The Contractor agrees to save harmless and indemnify the City, its officers and employees, from and against any and all loss, injury, claims, actions, proceedings, liability, damages, fines, penalties, costs and expenses caused or occasioned directly or indirectly by the Contractor's failure to comply with any of said laws, ordinances, rules, regulations, standards, orders, notices or requirements or to correct such violations therefor in connection with the performance of Work.

18.3. INTENTIONALLY OMITTED

ARTICLE 19. EQUAL EMPLOYMENT OPPORTUNITY

19.1. The Contractor shall agree to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning its employment practices and procedures. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any of the Work covered by this Contract so that such provisions will be binding upon each subcontractor.

ARTICLE 20. SUCCESSORS AND ASSIGNS

20.1. This Contract shall bind the successors, assigns and representatives of the parties hereto. Notwithstanding the foregoing, this Contract may not be assigned by the Contractor nor shall the Contractor's rights, title or interest herein or hereto be assigned, transferred, conveyed, sublet, or disposed of without the previous written consent of the Director.

ARTICLE 21. RESPONSIBILITY FOR THE SITE

21.1. At all times throughout the performance of this Contract and until final acceptance of the Work hereunder, the Contractor shall be in control of and responsible for the Site and for any loss or damage to the Work to be performed and furnished under this Contract, however caused. This shall include responsibility for loss of or damage to materials, tools, equipment, appliances or other personal property owned, rented or used by the Contractor or anyone employed by it in the performance of the Work, however caused. Accordingly, the Contractor shall, at its own cost and expense, (1) keep the Site free at all times from all waste materials, packaging materials and other rubbish accumulated in connection with the execution of its Work, (2) clean and remove from its own Work and from all contiguous work of others any soiling, staining, mortar, plaster, concrete or dirt caused by the execution of its Work and make good all defects resulting therefrom, (3) at the completion of its Work in each area, perform such cleaning as may be required to leave the area "broom clean," and (4) at the entire completion of its Work, remove all of its tools, equipment, scaffolds, shanties and surplus materials. Should the Contractor fail to perform any of the foregoing to the City's satisfaction, the City shall have the right to perform and complete such Work itself or through others and charge the cost thereof to the Contractor.

ARTICLE 22. INSURANCE

22.1. The Contractor agrees to obtain at its own cost and expense all insurance required by the Insurance Rider attached hereto and incorporated herein as **Exhibit ___**, and to keep the same in continuous effect for a period of **two (2) years** following the date on which the Director indicates the termination of the Contractor's responsibilities hereunder. Before commencing the Project, the Contractor shall furnish the City a certificate of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Each insurance certificate shall be endorsed to name the City of Bridgeport as an additional insured party and shall provide that the insurance company providing coverage shall notify the City by certified mail at least **thirty (30) days** prior to the effective termination of or any change in the policy or policies coverage. No change in the coverage provided hereunder shall be made without the prior written approval of the Director.

Waiver of Subrogation: **Contractor hereby waives the right to subrogate or seek recovery from City of Bridgeport and its insurance carriers.**

ARTICLE 23. INDEMNIFICATION

23.1. The Contractor expressly agrees to at all times indemnify, defend and hold harmless the City of Bridgeport, and its respective officers, employees, servants, agents and representatives, on account of any and all demands; claims; damages; losses; litigation; financial costs and expenses; and compensation arising out of personal injuries (including death), any damage to property, real or personal, and any other loss, expense or aggrievement directly or indirectly arising out of, related to or connected with the Project and the Work to be performed hereunder by the Contractor, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Contractor shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation. The provisions of this paragraph shall survive the expiration or early termination of this Contract; shall be separate and independent of any other provision or requirement of this Contract; and shall not be limited by reason of any insurance coverage provided hereunder.

23.2. The City may withhold from any payment due or to become due to the Contractor an amount sufficient in its judgment to protect and indemnify the City, its officers, employees, servants, agents and representatives from and against any and all such claims and liabilities described above.

23.3. Nothing in this provision, or elsewhere in this Contract, shall be deemed to relieve the Contractor of its duty to defend the City or other indemnified party, as specified in this Contract, pending a determination of the respective liabilities of the Contractor, the City, or any other indemnified party, by legal proceeding or Contract.

23.4. In furtherance to but not in limitation of the indemnity provisions in this Contract, Contractor hereby expressly and specifically agrees that its obligation to indemnify, defend and hold harmless as provided in this Contract shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under workers' compensation laws.

ARTICLE 24. BONDS

24.1. The Contractor shall deliver to the City the following bonds: (i) a performance bond securing the Contractor performance of its obligations hereunder in accordance with the terms of the Contract, including, without limitation, in accordance with the Contract Documents; (ii) a labor and materials bond guaranteeing prompt

payment of all monies due all persons supplying the Contractor or a subcontractor with labor and materials employed or used in carrying out this Contract; and (iii) a maintenance bond guaranteeing the Work pursuant to the Contract for a period of **two (2) years** from the date of written acceptance by the City. The amounts of the foregoing bonds shall each be **100%** of the amount of the contract price set forth in Article 1 except for the maintenance bond which shall be **25%** of said amount. All bonds shall be submitted to the office of the City Attorney for review prior to execution of this Contract.

ARTICLE 25. SUBCONTRACTING AND ASSIGNMENTS

25.1. The Contractor shall not subcontract any portion of the Work to be performed hereunder unless the prior written consent of the Director is given for both the Work to be subcontracted and the subcontractor to perform the same.

25.2. In the event that the City approves of the hiring of subcontractors or subconsultants to pursue the Project, the Contractor agrees to cooperate as fully as possible with the City and any and all such subcontractors and subconsultants in the interests of the Project. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors and subconsultants as it is for the acts and omissions of its direct employees and shall require any subcontractor or subconsultant approved by the City to agree in a written contract to observe and be bound by all obligations and conditions of this Contract to which Contractor is bound hereby including the requirements regarding insurance and indemnification.

25.3. Each subcontract contract shall preserve and protect the rights of the City and the Project Architect/Design Engineer under the Contract Documents with respect to the Work to be performed by the subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow the subcontractor, unless specifically provided otherwise, the benefits of all rights, remedies and redress against the Contractor that the Contractor has against the City pursuant to the Contract Documents.

25.4. Nor shall Contractor assign, sell, transfer, delegate or encumber any rights, duties or obligations arising under this Contract including, but not limited to, any right to receive payments hereunder, without the prior written consent of the City in its sole discretion. The giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. In the event Contractor assigns, sells, encumbers or otherwise transfers its rights to any monies due or to become due under this Contract as security for any loan, financing or other indebtedness (herein "Assignment"), notification to the City of such Assignment must be sent by certified mail, return receipt requested, and the Assignment shall not be effective as against the City until the City provides its written consent to such Assignment. Contractor agrees that any such Assignment shall not relieve the Contractor of any of its Contracts, duties, responsibilities or obligations under this Contract and the other Contract Documents and shall not create a contractual relationship or a third party beneficiary relationship of any kind between the City and assignee or transferee.

Contractor further agrees that all of the City's defenses and claims arising out of this Contract with respect to any Assignment are reserved unless expressly waived in writing by a duly authorized corporate officer. Contractor hereby agrees to indemnify, defend and hold harmless the City from and against any and all loss, cost, expense or damages that the City has or may sustain or incur in connection with such Assignment.

ARTICLE 26. WARRANTY

26.1. The Contractor hereby warrants to the City that all of the Work shall be performed in conformance with Contract Documents, including without limitation, the Specification set forth therein, and shall be of good quality and free from any faults and defects.

26.2. The Contractor shall remove, replace and/or repair at its own expense and at the convenience of the City any portion of the Work, materials or equipment which, at any time up until **two (2) years** from the date of final acceptance of the Work hereunder, the Architect or the City shall condemn as unsound, defective or improper or as in any way failing to conform to this Contract or other Contract Documents, and the Contractor, at its own cost and expense, shall replace the same with proper and satisfactory Work, materials and/or equipment.

26.3. Without limiting the generality of the foregoing, the Contractor warrants to the City that all materials and equipment furnished under this Contract will be of first class quality and new, unless otherwise required or permitted by the Contract Documents; that the Work performed and materials used pursuant to this Contract will be free from any defects and that the Work will conform with the requirements of the Contract Documents. Work not conforming to such requirements, not of the prescribed quality, or not capable of meeting the City's performance specifications, including substitutions not properly approved and authorized, shall be considered defective and must be removed and replaced by Contractor at its own cost and expense. All warranties contained in this Contract and in the other Contract Documents shall be in addition to and not in limitation of all other warranties or remedies required and/or arising pursuant to applicable law.

ARTICLE 27. NOTICE OF CLAIMS

27.1. Claims by the Contractor must be in writing and sent within **thirty (30) days** following the occurrence of an event giving rise to the claim or within **thirty (30) days** after the Contractor first acquires knowledge of or information concerning the claim, whichever occurs later to the extent that such knowledge or information could not have been reasonably obtained earlier. Claims must be made in writing and sent to the City at the address(es) listed herein and shall describe the nature of the claim, the events or circumstances that gave rise to the claim with reasonable detail, and the amount thereof to the best of the Contractor's information.

ARTICLE 28. GENERAL PROVISIONS

28.1. This Contract shall be deemed binding only to the extent that sufficient funds are available and appropriated to the City for payment in accordance with the terms hereof and no liability on account of this Contract shall be incurred by the City beyond such moneys as are properly made available and appropriated for the Project.

28.2. The relationship of the Contractor to the City is that of an independent Contractor. The Contractor covenants and agrees that it will conduct itself consistent with such status; that it will neither hold itself nor any of its employees or agents out as nor claim to be an officer, agent, or employee of the City by reason hereof; and that it will not, neither for itself nor on behalf of any of its employees, agents, or subcontractors, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

28.3. The Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state department or agency. Should the Contractor be unable to certify the above statement, it shall attach a certified statement explaining such to this Contract. The Contractor further agrees to include the foregoing certification in any subcontract or purchase order, which it may enter into in furtherance of the Work contemplated hereunder.

28.4. No member of the governing body of the City, and no other officer, employee, or agent of the City, shall have any personal interest, direct or indirect, in this Contract, except as permitted by the Code of Ethics of the City of Bridgeport; and the Contractor covenants that no person having such interest shall be employed in the performance of this Contract.

28.5. This Contract shall be construed in accordance with the laws of the State of Connecticut, and any action at law in connection herewith shall be brought in the Superior Court of the State of Connecticut, Judicial District of Fairfield at Bridgeport.

28.6. The Contractor shall comply with all applicable laws, ordinances and codes of any governmental body having jurisdiction over any matter related to this Contract or the services to be performed hereunder, and shall commit no trespass on any private property in performing any of the Work embraced herein.

28.7. This Contract incorporates all the understandings of the parties hereto, supersedes any and all Contracts and negotiations reached and all commitments made by the parties prior to the execution of this Contract, whether oral or written, and shall not be released, amended or modified in any way unless by a written instrument signed by the parties hereto.

28.8. If any provision of this Contract is held invalid, the balance of the provisions of this Contract shall not be affected thereby if the balance of the provisions of this Contract would then continue to conform to the requirements of applicable laws.

28.9. Each and every provision and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though such provisions and clauses were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the written consent of the parties, this Contract shall forthwith be physically amended to make such insertion.

28.10. All notices of any nature referred to in this Contract shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the BOE: _____
Bridgeport Board of Education
45 Lyon Terrace
Bridgeport, Connecticut 06604

With copies to: Office of the City Attorney
City of Bridgeport
999 Broad Street
Bridgeport, Connecticut 06604

To the Contractor: _____
_____
_____
_____

28.11. The City/BOE's hiring practices strive to comply with all applicable federal regulations regarding employment eligibility and employment practices. Thus, all individuals and entities seeking to do work for the City are expected to comply with all applicable laws, governmental requirements and regulations, including the regulations of the United States Department of Justice pertaining to employment eligibility and employment practices. The City reserves the right at its discretion, but does not assume the obligation to require proof of valid citizenship or, in the alternative, proof of a valid green card for each person employed in the performance of work or services for the City of Bridgeport. By reserving this right the City does not assume any obligation or responsibility to enforce or ensure compliance with the applicable laws and/or regulations.

28.12. The Contract and its attached exhibits include applicable State of Connecticut and federal governmental requirements that the Contractor must comply with and must require its subcontractors and consultants to comply with. The Contractor hereby acknowledges that such requirements are subject to revision by the state or federal governmental authorities from time to time during the Contract term and that, by entering into a Contract with the City, the Contractor agrees to be subject to such revised requirements and changes in law or regulations as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Project, throughout the term of this Contract. The Contractor shall observe all federal, state and local laws, Ordinances, policies, practices and regulations. In addition, the Contractor agrees to promptly procure all necessary approvals, licenses and permits, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work.

28.13. In case of a conflict between the provisions of the Contract any state and federal requirements, or any specification, guide, manual, policy, or requirement of the Contract Documents, or other publication referenced herein, the provision containing additional details or more stringent requirements will control. In case of the Contractor's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the City shall have the right to determine, in its sole discretion, which provision applies. The Contractor shall promptly request in writing the City's determination upon the Contractor's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of the Contract.

28.14. With respect to any referenced guide, manual, policy, document, or other publication noted in the Contract and noted to be subject to revision throughout the term of the Contract, the Contractor agrees to comply with the version of the document or publication that is in effect on the date effective of the Contract.

28.15. The Contractor shall cooperate fully with the City and permit the City, or other state or federal authority, as applicable, to review, at any time during the Work, all activities performed by the Contractor with respect to any Work under this Contract. Upon request of the City, the Contractor shall timely furnish all documents related to the Work so that the City may evaluate the Contractor's activities with respect to the Project, including, but not limited to, its performance of the Work pursuant to this Contract, and applicable law.

28.16. The Contractor hereby represents to the City as follows:

28.16.1. That it is a legally existing corporation under the laws of its state of incorporation and has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or

debtors;

28.16.2. that it has the financial resources to perform this Contract and that it is not the subject of any litigation or action, pending or threatened, regarding this Contract or which, if resulting in an adverse decision, would affect its ability to perform its duties under this Contract;

28.16.3. that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Contract and to assume the responsibilities and obligations created hereunder;

28.16.4. that this Contract is duly executed and delivered by an authorized corporate officer, in accordance with such officer's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and

28.16.5. that it is in compliance with all applicable regulations and laws governing employment practices.

ARTICLE 29. TERMS AND CONDITIONS OF SOLICITATION INCORPORATED AND ORDER OF PRECEDENCE

29.1. If this Contract was awarded as the result of a solicitation, the Parties agree that, by this reference, this Contract incorporates all material specifications in the underlying solicitation documents and any and all written representations, warranties, terms, and conditions, set forth in the bid or proposal that became the basis of this Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless amended by this Contract or by a written agreement of the Parties. Accordingly, the provisions of this Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this Contract and the provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

A. This Contract, as may be amended in a writing signed by the Parties.
B. The Bid Solicitation including all Addenda.
C. Contractor’s response to the solicitation.

ARTICLE 30. ELECTRONIC SIGNATURE

30.1. This Contract may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

IN WITNESS WHEREOF, this Contract has been executed by the City, acting by and through its mayor, who has caused the seal of his office to be affixed hereto, and the Contractor has duly executed this Contract on the day and year first above written.

CITY OF BRIDGEPORT

By: _____
Name
Title
Date Signed: _____

[VENDOR]

By: _____
_____
Its _____
Duly Authorized
(Affix corporate seal of
contractor if a corporation)

Date Signed: _____

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By:_____ Date: _____
James T. Maye
Associate City Attorney

Line Item	Description	Unit of Measure	Unit Cost
1	BASE BID-Refer to Bid Documents Contractor shall include all monies and fees to complete the Work, including permits, bonds, equipment, standard warranty, freight, shipping and delivery charges, labor, installation, and or set-up costs, safety checks and all related materials. Contractor must obtain and pay for all permits. All sub-contractors must be identified and their labor rates submitted with bid, if applicable.	LUMP SUM	$252,327.75
2	ADD ALTERNATE 1- Walkway Replacement by Poplar Street	LUMP SUM	$4,515.19
3	ALTERNATE 2- Replacement of Sidewalk along Maplewood Avenue side of Bryant School	LUMP SUM	$39,872.85
4	ALTERNATE 3- Maplewood Ave – Replacement of asphalt with concrete	LUMP SUM	$4,789.50



BRIDGEPORT Connecticut

WAKEMAN BOYS & GIRLS CLUB

ROXANNE & HENRY BRANDT FOUNDATION

TLBA

CITY of BRIDGEPORT SWIMMING POOL STUDY

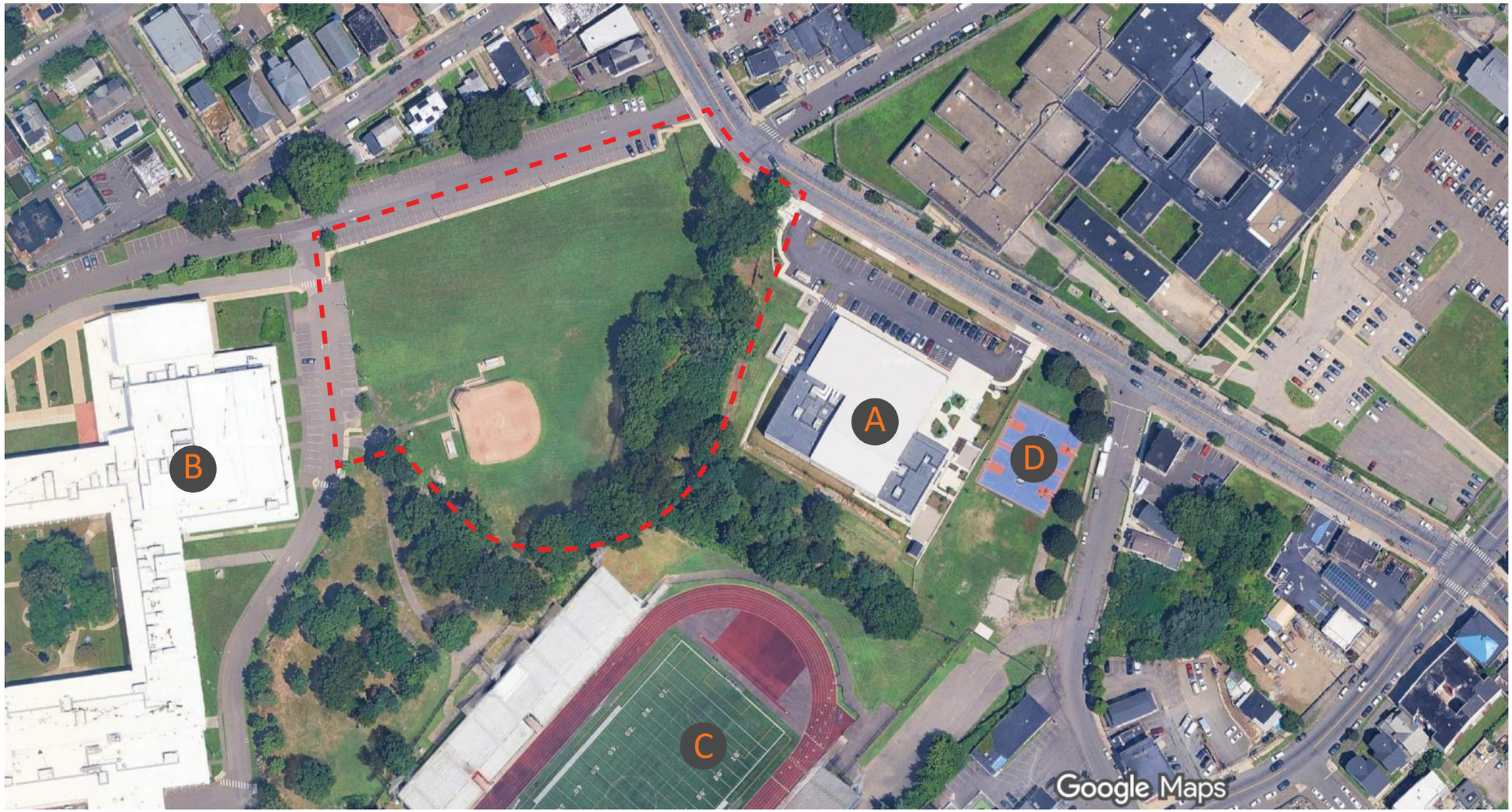
Lincoln Boulevard, Bridgeport, CT 06604

MARCH 2026



CITY of BRIDGEPORT SWIMMING POOL STUDY

Lincoln Boulevard, Bridgeport, CT 06604



A
WAKEMAN B&GC

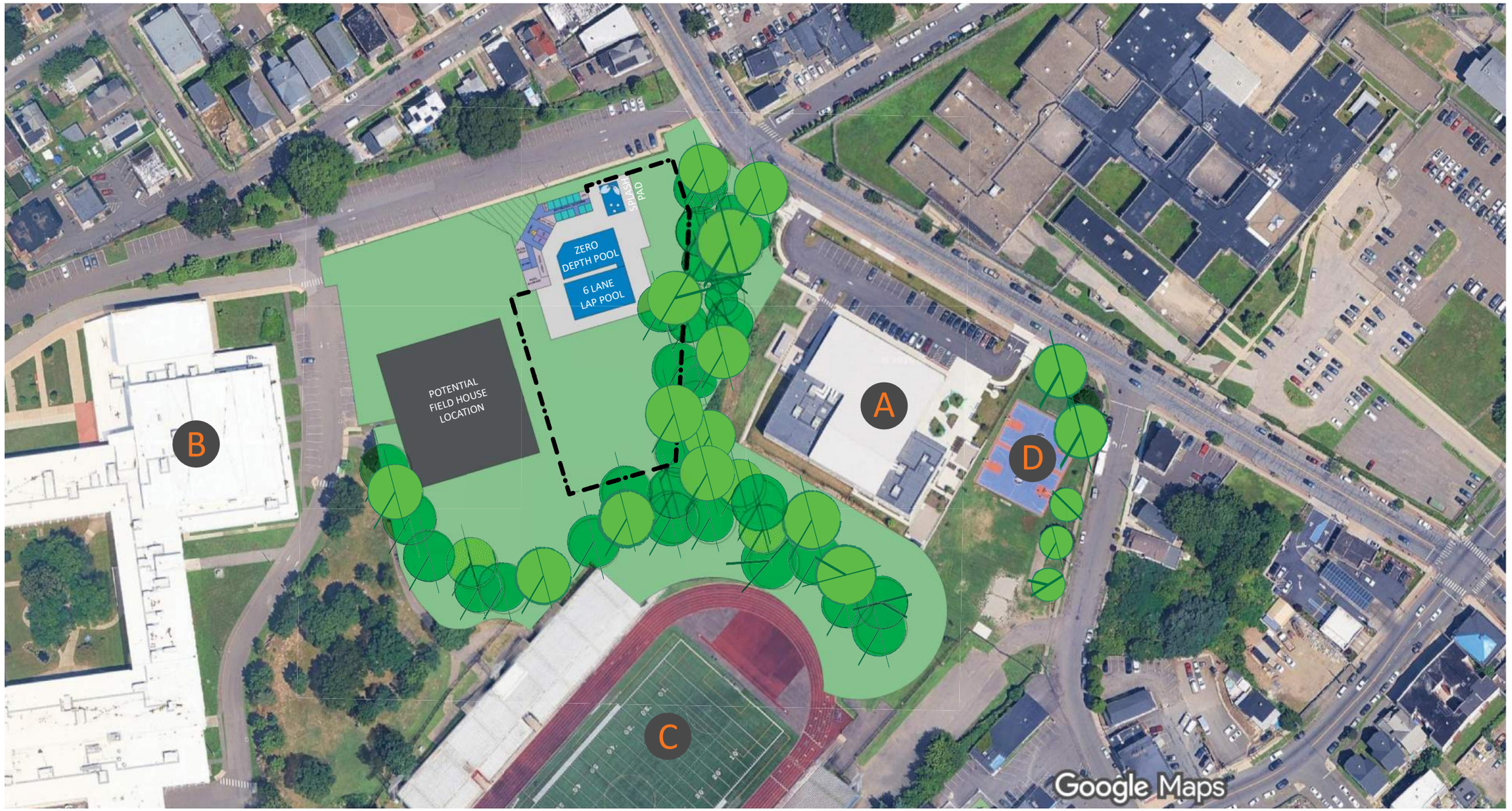
B
CENTRAL HIGH

C
JOHN F. KENNEDY STADIUM

D
BJ BROWN MEMORIAL PARK

N

EXISTING AERIAL SITE VIEW



A
WAKEMAN B&GC

B
CENTRAL HIGH

C
JOHN F. KENNEDY STADIUM

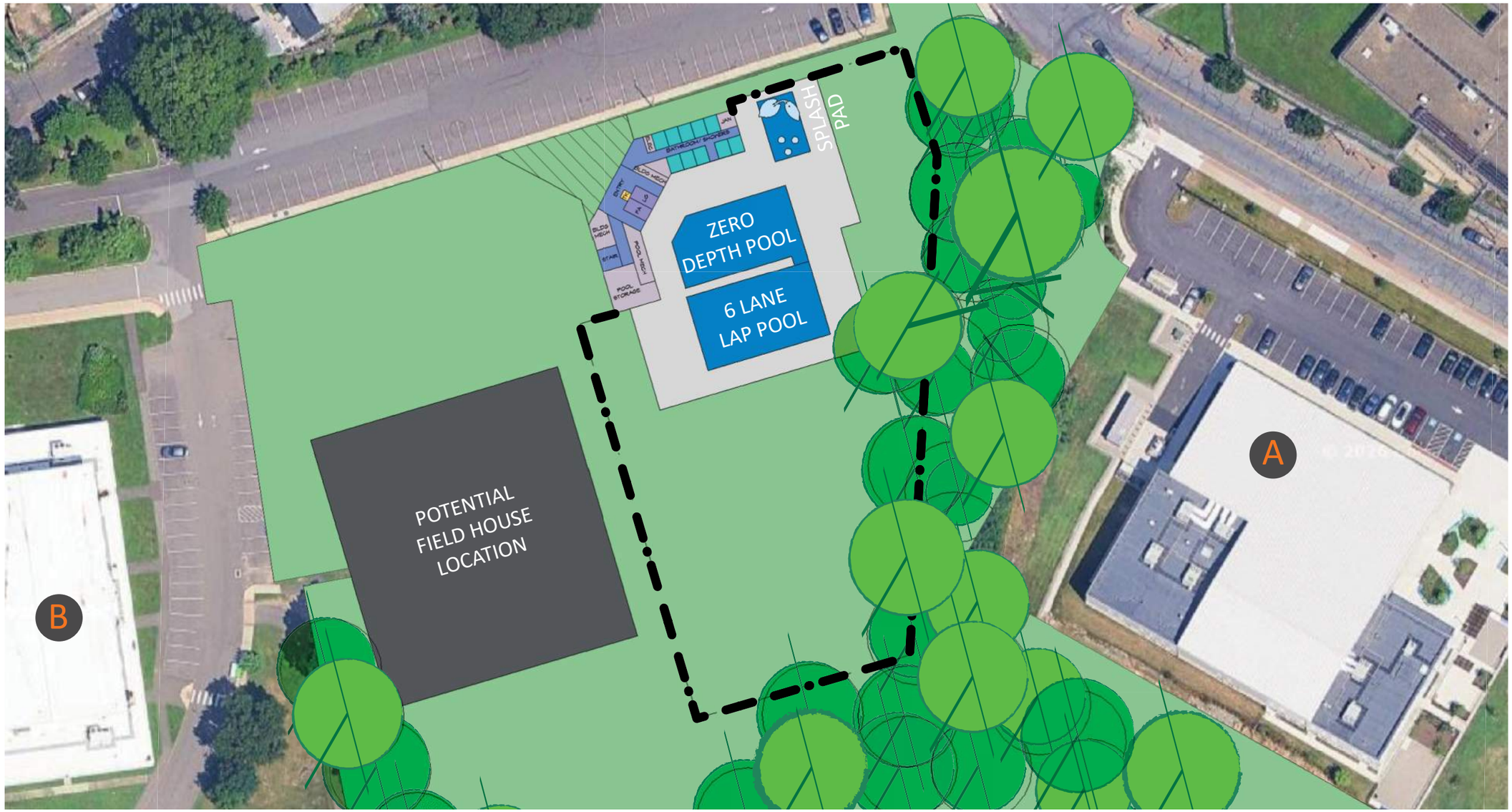
D
BJ BROWN MEMORIAL PARK

AREAS

BUILDING: 4,084 SF
SITE: 1.88 ACRES
POOLS: 6,375 SF
SPLASH PAD: 800 SF
PARKING SPACES: 40

N

SITE PLAN OPTION A

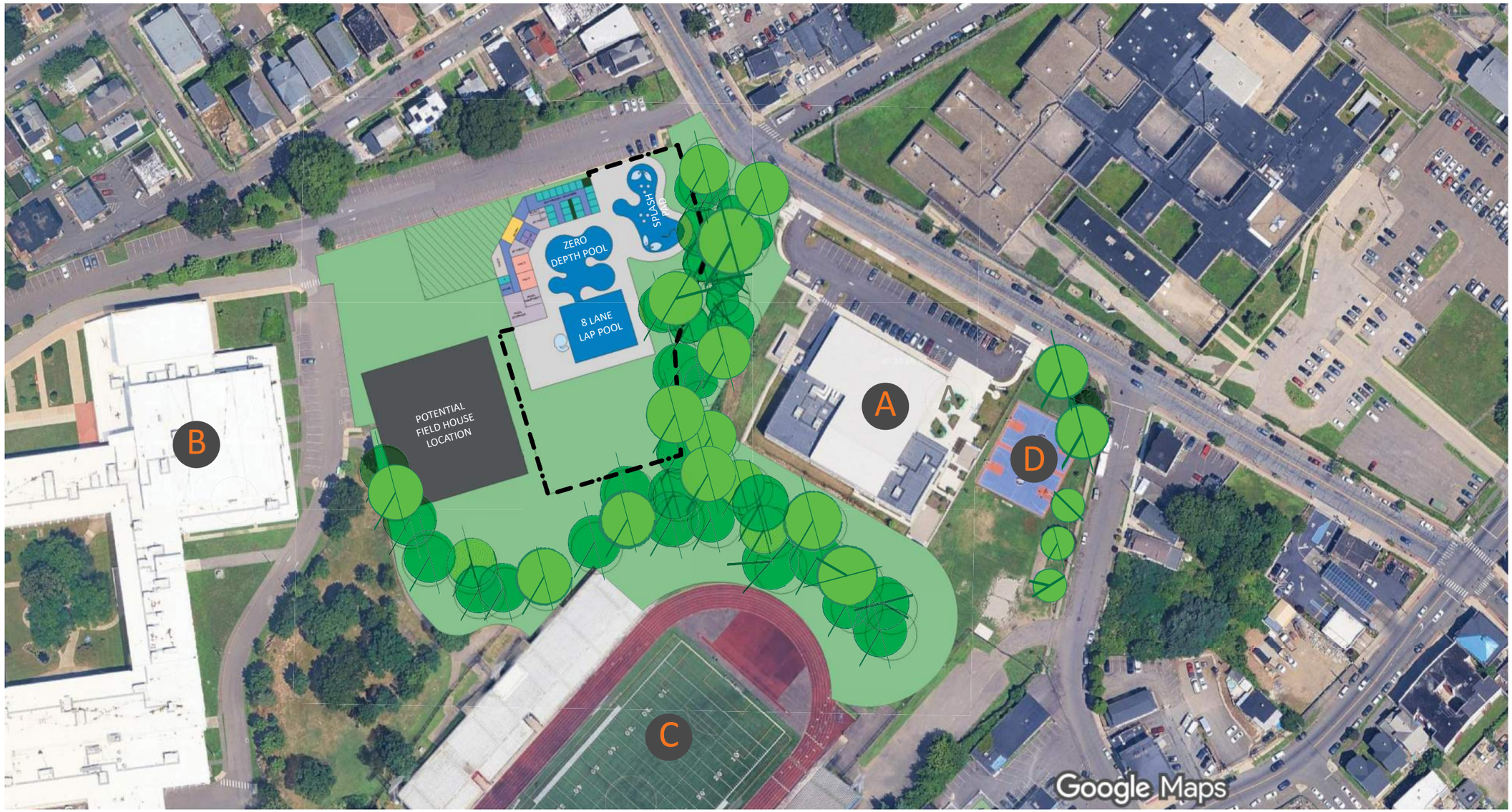


A
WAKEMAN B&GC

B
CENTRAL HIGH

N

ENLARGED SITE PLAN OPTION A



A
WAKEMAN B&GC

B
CENTRAL HIGH

C
JOHN F. KENNEDY STADIUM

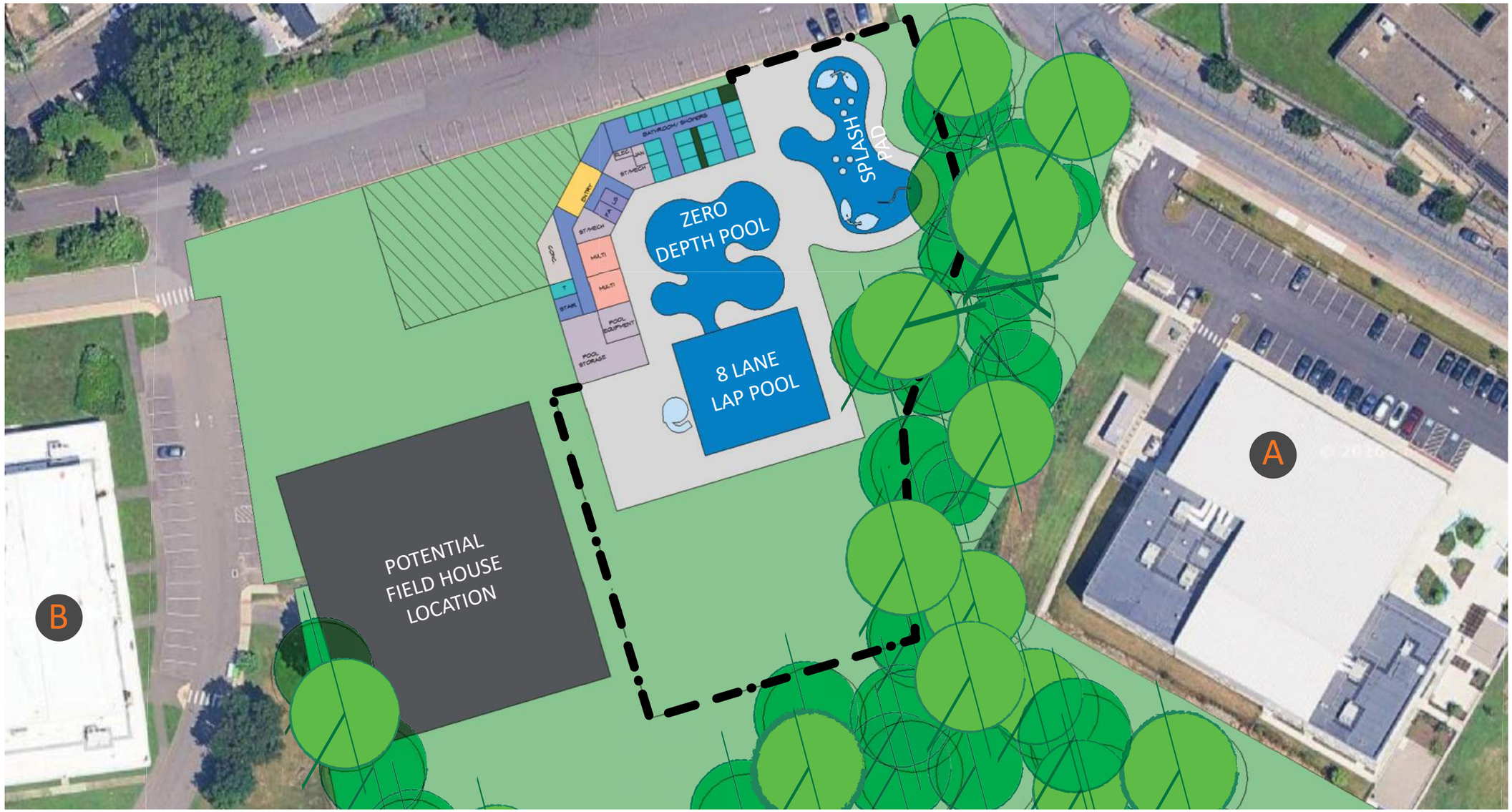
D
BJ BROWN MEMORIAL PARK

AREAS

BUILDING: 8,484 SF
SITE: 1.88 ACRES
POOLS: 9,641 SF
SPLASH PAD: 4,200 SF
PARKING SPACES: 84

N

SITE PLAN OPTION B



A
WAKEMAN B&GC

B
CENTRAL HIGH

N

ENLARGED SITE PLAN OPTION B

		Area per Space (square feet, avg.)	Number of Spaces	Total Area (square feet)
A.	**Option A**			
Bathouse				
1	Ticketing	25	1	25
2	Bathrooms/Showers	80	10	800
3	Lifeguard	80	1	80
4	First Aid	80	1	80
5	Electrical Closet	50	1	50
6	Pool Mechanical	450	2	900
7	Pool Storage	600	1	600
8	Building Mechanical	408	1	408
9	Custodians Closets	100	2	200
Aquatics				
10	Zero Entry Pool	3,000	1	3,000
11	6 Lane Pool	3,375	1	3,375
12	Splash Pad	800	1	800
	Total Option A Program Spaces			10,318

		Area per Space (square feet, avg.)	Number of Spaces	Total Area (square feet)
B.	**Option B**			
Bathouse				
1	Ticketing	25	1	25
2	Bathrooms/Showers	80	20	1,600
3	Lifeguard	80	1	80
4	First Aid Room	80	1	80
5	Concessions	400	1	400
6	Multipurpose Rooms	400	2	800
7	Electrical Closet	50	1	50
8	Pool Mechanical	865	2	1,730
9	Pool Storage	1,200	1	1,200
10	Building Mechanical	848	1	848
11	Custodians Closets	80	1	80
Aquatics				
12	Zero Entry Pool	4,000	1	4,000
13	8 Lane Pool (8' lanes)	4,500	1	4,500
10	Splash Pad	4,200	1	4,200
	Total Option B Program Spaces			19,593
	Total Program (Net) Space			29,911
	Efficiency (80%)			5,982

PROGRAMMING

Option A	
Sitework:	$750,000
Bathhouse:	$1,750,000
Swimming Pool:	$2,700,875
Design Contingency (10%):	$520,088
General Conditions / General Requirements (12%):	$686,516
Bonds and Insurance (2%):	$128,150
Contractor's Overhead and Profit (5%):	$326,781
Total Construction Cost:	**$6,862,409**
Survey and Utility Finding:	$20,000
Geotechnical Analysis:	$18,500
Phase 1 Environmental Assessment:	$5,000
Architectural and Engineering Fees (10%):	$640,748
Total Project Cost:	**$7,546,657**
Optional Splash Pad:	$400,000

Option B	
Sitework:	$1,000,000
Bathhouse:	$3,800,000
Swimming Pool:	$3,600,000
Design Contingency (10%):	$840,000
General Conditions / General Requirements (12%):	$1,108,800
Bonds and Insurance (2%):	$206,976
Contractor's Overhead and Profit (5%):	$527,789
Total Construction Cost:	**$11,083,565**
Survey and Utility Finding:	$20,000
Geotechnical Analysis:	$18,500
Phase 1 Environmental Assessment:	$5,000
Architectural and Engineering Fees (7.5%):	$776,160
Total Project Cost:	**$11,903,225**
Optional Splash Pad:	$1,875,000

Note: Option A represents the scope of work to provide a viable and complete aquatic venue for the City. Option B represents the maximum build-out that the site can support. During the design process, Scope and Budget will be optimized through collaborative design workshops to ensure the facility meets the objectives of the City of Bridgeport, The Wakeman Boys and Girls Club and the Brandt Foundation.

CONCEPTUAL COST ESTIMATE

Anticipated Project Schedule

Design and Municipal Approvals:	April - September 2026
Bid and Award:	October - November 2026
Permit, Contract and Procurement:	December 206 - February 2027
Construction:	March 2027 - May 2028
GRAND OPENING:	**SUMMER 2028**

CONCEPTUAL SCHEDULE