

**BRIDGEPORT BOARD OF EDUCATION
AGENDA OF VIRTUAL SPECIAL MEETING OF THE BRIDGEPORT BOARD OF
EDUCATION**

**MONDAY, JULY 27, 2026 - 6:00 PM
VIRTUAL MEETING**

- 1. Public Speaking**
- 2. Approval of the Minutes:**
 - Special Meeting June 17, 2026**
 - Special Meeting June 24, 2026**
 - Special Meeting July 6, 2026**
 - Special Meeting July 13, 2026**
- 3. Presentation from Public Works of the Bridgeport Public Schools Audit Recommendation Sustainability Plan.**
- 4. Approval of the Qualified Purchase for Blackham School Basketball Court Replacement.**
- 5. Approval of the Cooperative Purchase for the Claytor School Playground Resurfacing/Repairs.**
- 6. Approval of the Department of Administrative Services (DAS) Office of School Construction Grants & Review Request for Review of Final Plans Form SCG-042.**
- 7. Approval of the Qualified Purchase/Single Source for the Fairchild Wheeler HVAC Coil Replacement.**
- 8. Approval of the University School Modified Proposal for the Special Education Program and Expulsion Program.**
- 9. Approval of the Effective School Solutions Proposal.**
- 10. Approval of the Teach for America Agreement.**
- 11. Approval of the TransFinder WayFinder Proposal.**
- 12. Approval of the Hill for Literacy Contract.**
- 13. Adjourn**

Wednesday, June 17, 2026

MINUTES OF THE SPECIAL MEETING OF THE
BRIDGEPORT BOARD OF EDUCATION, held June 17,
2026, at City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

Present were Chair Jennifer Perez, Vice Chair Joseph Sokolovic,
Secretary Maritza Estremera Jimenez, Willie Medina, Robert
Traber*, Albert Benejan Grajales**, Andre Woodson*, and
Lamond Daniels.*

*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 6:05 p.m.

Mr. Medina moved approval of the minutes of the Special Meeting
of June 1, 2026. The motion was seconded by Ms. Estremera
Jimenez and approved by a 6-0 vote.

Voting in favor were members Perez, Estremera Jimenez,
Medina, Traber, Woodson, and Benejan Grajales. Members
Sokolovic and Daniels abstained

The next agenda item was on appointment of the specialized
senior instruction officer. Ms. Perez said invited to participate
were Dr. Avery and Atty. Rebecca Santiago of Shipman Goodwin.

Mr. Traber moved *"to go into executive session with Dr. Avery and
counsel."* The motion was seconded by Mr. Sokolovic and
unanimously approved.

The executive session began at 6:12 p.m.

The board reconvened in public session at 7:15 p.m.

Ms. Estremera Jimenez moved *“to appoint Dr. Hoffman to the senior specialized instructor officer position.”* The motion was seconded by Mr. Traber.

Mr. Sokolovic said he would likely have chosen this candidate but the procedures that the board has voted have not been involved. He said there should have been two or three candidates before us. He said we should hold the superintendent to the same accountability and standards set in policies.

Ms. Perez said it was the opinion of our attorney that policy was followed because we did receive three candidates.

Mr. Traber said there is a conflict in language in two separate series of our policies that needs to be ironed out. He said he believed it was reviewed in good faith in executive session.

The motion was approved by a 5-2 vote. Voting in favor were members Woodson, Perez, Estremera Jimenez, Daniels, Traber. Voting in opposition were members Sokolovic and Medina. Mr. Benejan Grajales did not vote.

Dr. Avery described the Dr. Hoffman as someone with deep experience in special education and who is currently serving as the assistant superintendent in a large urban school district. He described other elements of her background.

The next agenda item was on a workers' compensation settlement for D. Jasko.

Ms. Perez said invited to participate were Christopher Siano, possibly Dr. Avery, and Atty. Christine Yeomans.

Mr. Sokolovic moved *“to go into executive session.”* The motion was seconded by Mr. Medina and unanimously approved.

The executive session began at 7:18 p.m.

The board reconvened in public session at 7:29 p.m. Mr. Benejan Grajales was now present in person.

Mr. Medina moved *“to approve the workers’ compensation settlement for D. Jasko as discussed in executive session.”* The motion was seconded by Ms. Estremera Jimenez and unanimously approved.

The next agenda item was on a landscape service contract.

Jorge Garcia, chief operations officer, said seven bids were received. The current vendor was the lowest bidder. He said there are typically 35 cuts a year.

In response to a question, Mr. Garcia said the landscape services for smaller schools are done internally.

In response to question, Mr. Garcia we are not currently in contract, but on a month-to-month arrangement. He said the frequency of cutting was increased by three days to save money, but the contract will return the frequency to seven days.

Mr. Garcia said the total cost is \$240,853 for the year. He said seven or eight schools were added compared to last year’s contract.

In response to a question, Mr. Garcia said about six years ago the work was done internally but we had eight workers in the logistics team; now we have two.

Mr. Traber moved *“to approve the landscape services contract.”* The motion was seconded by Mr. Benejan Grajales and unanimously approved.

The next agenda item was on the Black Rock exterior door replacement contract.

Mr. Garcia said a bid was put out for replacement of all eight doors on the older part of the facility. Four bids were received; IEN was the lowest. He said IEN has done prior work in the district. He said this is part of the effort to drive utility costs.

In response to a question, Mr. Garcia said the work would be done this summer.

Mr. Benejan Grajales moved “*to approve the Black Rock exterior door replacement contract.*” The motion was seconded by Ms. Estremera Jimenez and unanimously approved.

The next agenda item was on the RFP for solid waste and recycling collection.

Tony Pires said the item is for the approval of the selection of a vendor. He said the RFP was previously issued. There were three respondents. He said a local vendor was chosen, which is different than the current vendor. He said there were complaints about the level of service, and the vendor has agreed to provide additional pickups in the summer months. He urged approval.

In response to a question, Mr. Pires said the RFP called for three pickups a week, and it was recognized that the larger schools required more pickups. He said the selected vendor adjusted their level of service and prices.

In response to a question, Mr. Pires said the all-inclusive price was \$590,000 a year. He said the price has been pretty steady for the last five years; around \$475,000 to \$500,000. He

attributed the price increase to the cost of doing business. He said the lowest bidder was chosen.

Mr. Traber moved *“to approve Enviro Express, Incorporated as vendor.”* The motion was seconded by Mr. Benejan Grajales and unanimously approved.

Ms. Perez said the next item can be tabled because options were under consideration for tomorrow’s graduation.

Mr. Medina moved *“to table discussion and possible action of graduation rain date options.”* The motion was seconded by Mr. Benejan Grajales and unanimously approved.

Ms. Perez said the graduation would be held at Total Mortgage Arena tomorrow.

The next agenda item was on staffing service providers.

Nestor Nkwo, chief financial officer, said five vendors responded. He summarized the bids. He said Delta T agreed to drop their price to that of the lowest bidder, Kelly.

In response to a question, Mr. Nkwo said Kelly handles substitute teachers and Delta T provides paraprofessionals. He said Delta and Kelly are going to share the substitute teaching assignments, with some schools handled to each.

In response to a question, Christopher Siano, assistant superintendent for human capital, and Mr. Nkwo said Kelly and Delta agreed to a flat rate for five years.

In response to a question, Dr. Siano said absences at a school will be filed by a particular vendor. All the substitutes at a given building will be provided by the vendor assigned to the school. Mr. Nkwo said there will be building subs next year. He said there

will be increased incentives for principals to manage absences in their buildings. He described how the process will work.

In response to a question, Dr. Siano said the contract calls for Delta and Kelly to provide training to their paraprofessionals based on the level that we require, including CPI.

Margaret Hughes, assistant superintendent for curriculum and instruction, said board paras will be trained in August, and the training will be shared. Teachers will get training on managing paras.

Mr. Nkwo said Delta's current rate is slightly higher than the contracted rate. He said between Kelly and Delta there is a \$250,000 savings a year from last year's rate.

Ms. Estremera Jimenez moved *"to approve the district's recommendation of staff services providers, Delta T and Kelly Servcides."* The motion was seconded by Mr. Benejan Grajales and unanimously approved.

The next agenda item was on approval to participate with the city in RFPs for Medicare, medical and prescription; active employees medical, prescription, vision; and workers' compensation.

Dr. Siano said we have an opportunity to partner with the city through their bidding process.

Mr. Medina moved *"to approve to participate with the City of Bridgeport in the following RFP processes for the Medicare, medical and prescription; active employees medical, prescription, and vision; and workers' compensation."* The motion was seconded by Mr. Benejan Grajales and 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 7:54 p.m.

Respectfully submitted,

John McLeod

DRAFT

Thursday, June 24, 2026

MINUTES OF THE SPECIAL MEETING OF THE
BRIDGEPORT BOARD OF EDUCATION, held June 24,
2026, at City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

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

Interim Supt. Royce Avery was present.

The meeting was called to order at 7:05 p.m.

PUBLIC COMMENT:

Kurt Erickson said we have been uncovering pedophiles and sex offenders in the school system. He said they had been caught on Tisdale's website and the magnet school's website around children. He said contrary to a communication from the superintendent's office, the post was not fake. He said we should not have sex offenders around children. He said a student was abused in front of a whistleblower. He said the board should act as public servants.

Mr. Medina joined the meeting.

Steve Nelson said tomorrow was the last day of school. He said Dr. Avery has never turned him down for a meeting and he is willing to listening to concerns. He said the community has to be engaged in the final decision. He said he was hoping to have a conversation about closing classrooms at Thomas Hooker School.

APPROVAL OF MINUTES:

Mr. Sokolovic moved to approve the minutes of the Regular Meeting of June 8, 2026. The motion was seconded by Mr. Benejan Grajales and unanimously approved.

The next agenda item was the end-of-the-year evaluation presentation by Dr. Avery.

Dr. Avery thanked the board for the opportunity to celebrate successes and to look at the challenges we've had. He said he had some community guests present to talk about a few items he wants to share.

Dr. Avery said his presentation would be posted online.

Dr. Avery said he began the year with a basic roadmap with items such as stabilizing district operations; aligning resources with priorities; restoring accountability; student outcomes (with an overall theme of students first); rebuilding the workforce; and the long-term goal of a strategic plan.

Dr. Avery discussed transformation. He said a very good job had been done on fiscal stewardship to maximize the few dollars that we have. A \$45 million deficit was dealt with. He said about there was about \$12 million in savings from internal work. The forensic audit had 34 recommendations, and the district is finalizing work on those.

Dr. Avery said going into the year there were over 150 vacancies, and we ended up with 30 to 35. He said special education vacancies were reduced from about 35 to 2.

Dr. Avery described impacts on students in improving K to 2 benchmark scores; four thousand-plus college applications

submitted; and over 5,594 multilingual language students being supported in the district.

Dr. Avery displayed a slide with an overview demonstrating progress from the beginning of the year.

Dr. Avery discussed educational leadership, and the effort to making leadership teams well-equipped to do the work we need to do. He said there was a focus on academic achievement and equity. He described community engagement, fiscal responsibility, and talent recruitment.

Dr. Avery said there was an emphasis on attendance this year. He also discussed the LEAP program aimed at keeping kids in school. There was a 2.6 percent reduction in chronic absenteeism.

Dr. Avery discussed curriculum development. There was an increase in elementary school ELA achievement. Seventy-nine percent of elementary students also increased in mathematics.

Wendy Nelson, a math teacher, said the math department was amazing. She said a highlight was coaching the math competition. She said WIN time is not used for competition practice because that time is sacred for all students. She described the math competition and its effect on the students, which they view as like the Super Bowl or the World Cup.

Dr. Avery said superintendents cannot do it alone; they need a family of friends, families, and teachers.

Dr. Avery said we published a K-12 curriculum for all content areas this year. He said teachers have access to meaningful curriculum that they can use and work with.

Dr. Avery said we've done a good job of understanding the magnitude of special education. He said great accomplishments include procuring financing for the new special education center; the reduction of special education teacher vacancies; a districtwide listening and learning tour; and IEP training. he co-chair of the special education advisory council, Kiera Luna, described the productive work of the council and training for parents, which has led to changes.

Dr. Avery said the idea of establishing the council was to get the voice of parents.

Dr. Avery discussed professional learning and working with 343 students experiencing homelessness.

Harry Bell described his work in the special education department from his base at Bridgeport Learning Center, including home visits to students who were not attending school. He thanked Dr. Avery for entrusting him to do what he loves to do and give kids an opportunity to learn.

Dr. Avery explained the importance of career and college for students.

Dr. Avery said maximizing the financial resources has been a huge part of what we've done.

Dr. Avery thanked the mayor, the City Council, the delegation, and the state for their collaboration. He also thanked advocacy from religious organizations, including Faith Acts. He said the \$35 million received was not exactly enough, but internal work led to a balanced budget.

Dr. Avery said the forensic audit led to a lot of internal work that had to be done and changes were made to establish new policies, procedures, and handbooks. He said the school-based budgeting process involves principals in their own campus budgets.

Dr. Avery discussed reporting systems and internal controls as key factors in financial accountability, including the use of the MUNIS system. He described the acquisition of Medicaid reimbursement from the state which we were never getting before. He described initiatives as strengthening the fiscal oversight which had been lacking in the last couple of years in the district. He said moving forward more systems will be digital and not manual.

Dr. Avery said the facilities master plan revealed there were \$710 million of needs in the district, and there is a need to prioritize what is needed. He discussed the \$125 million East End school project for about 750 students. He noted the \$116 million capital improvement approved by the board.

Dr. Kamari Collins, president of Housatonic Community College, said he has met with Dr. Avery and seen his commitment to student success. He said Dr. Avery has been a great partner and he is proud to house the enrollment center on the HCC campus, and he looks forward to more collaboration.

Dr. Avery discussed the STEM learning centers in collaboration with Hall Neighborhood House and the Alan Wallack Center.

Dr. Avery said GianCarlo Amado and Tim Grasty had done an excellent job in communications and promoting the district through the website and a podcast.

Dr. Avery commended the board and Mr. Traber's committee for advocating for resources and said the fight must be continued next year on the ECS issue and others. He said the district is ready to do the work, it just needs the additional dollars to make that happen.

Dr. Avery discussed the importance of partnerships. He said external partners this year made sure we stayed connected.

Dr. Avery said he was very proud of the board for accomplishing a lot of requirements this year. He noted he also participated in the state-mandated board training. He said the board has shown the state that it is ready and poised to do this work collaboratively. He said he is available to individual board members.

Dr. Avery said he does the work with pride, and he will continue to do it as long as he is wanted. He described himself as a fighter and a competitor who does not like to lose. He said student achievement has to improve in the district. Financial pressures remain because we will have a deficit as next year begins.

Dr. Avery said he believed the leadership team, which includes the board, has produced meaningful results. He presented a video on the district and recent events.

Ms. Perez said Mr. Daniels and Ms. Burks-Jennings had been online for a while.

Mr. Benejan Grajales thanked Dr. Avery for his work and for everything he does.

Mr. Daniels thanked Dr. Avery for the presentation. He said as a new member he has learned this is a very busy board and the

district had a lot of moving parts and challenges. He said he appreciated Dr. Avery's steady leadership.

Mr. Sokolovic requested data on comparisons with the prior year on college applications and MLL students. Dr. Avery said the information can be supplied.

In response to a question, Ms. Nelson said the gains in math are determined from HMH, Dream Box, MWEA, and IABS. She described the use of benchmark testing.

In response to a question, Ms. Luna said about 15 parents are part of the special education council.

In response to a question, Dr. Avery said the climate survey has been completed, and the information will be provided to the board.

Mr. Medina noted bilingual vacancies went from six to two, which is very important. He added that critical special education positions were 98 percent staffed.

Ms. Perez said evaluation forms will be sent to board members tomorrow. She asked that they be completed in the next week and a half. She urged the board members be ready by a meeting on July 6th.

The next agenda item was on review and possible amendments of the proposed memorandum of agreement between the Connecticut State Board of Education on behalf of the Connecticut State Department of Education and the Bridgeport Board of Education on behalf of Bridgeport Public School District; and authorization for the chairperson to execute the memorandum of agreement in final form as approved. Ms. Perez

said the amendment would allow the state to pay for the superintendent search.

Mr. Traber moved *“to authorize the chair to sign the agreement with the state.”* The motion was seconded by Mr. Benejan Grajales and unanimously approved.

Ms. Perez said she would sign that tonight and let the state know.

The next agenda item was on amendments to the proposed agreement between ZEAL Education Group and the board and authorization for the chairperson to execute the agreement in its final form as approved.

Atty. Mark Anastasi of the city attorney's office said he believed some concerns expressed by board members were addressed. He suggested language around contractor staff upon approval by the board.

Atty. Anastasi said the other amendment is start to the process as soon as possible, between July 1 and July 15. He said the state requires an appointment of the candidate by December 1st. He described the amendment to the agreement that adds “not later than July 15, 2026.” The last sentence in paragraph now reads, “It’s anticipated that this agreement term shall not exceed December 1, 2026, with a target for completion within four months.” He said this would keep their feet to the fire, but we’re mirroring the date we have with the state. He said a reference to October 30, 2026, should be changed to December 1, 2026.

Mr. Sokolovic moved *“to approve the proposed agreement between ZEAL Education Group and the Bridgeport Board of Education as presented and amended by Mr. Anastasi.”* The

motion was seconded by Mr. Benejan Grajales and unanimously approved.

Atty. Anastasi said if the state or ZEAL points out a scrivener's error, which is nonmaterial to the terms, the dates or the compensation, that the chair could still sign.

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

The meeting was adjourned at 8:46 p.m.

Respectfully submitted,

John McLeod

Monday, July 13, 2026

MINUTES OF THE SPECIAL MEETING OF THE BRIDGEPORT BOARD OF EDUCATION, held July 13, 2026, at Bridgeport City Hall, 45 Lyon Terrace, Bridgeport, Connecticut.

Present were Chair Jennifer Perez, Vice Chair Joseph Sokolovic, Secretary Maritza Estremera Jimenez*, Albert Benejan Grajales, Willie Medina*, Robert Traber, Andre Woodson*, and Lamond Daniels*.

*Remote participation

Interim Supt. Royce Avery was present.

The meeting was called to order at 6:03 p.m.

PUBLIC COMMENT:

Omar Resto of Jennings Avenue, father of two and longtime district employee, said he read a concerning article about Connecticut education. He said the state has had enough time for oversight, yet we do not have permanent leadership. He said board members participating remotely do not have cameras on or do not respond when called on. He suggested the board review remote participation practices for meaningful engagement.

Jess Resto said our focus must always be our children. She said progress needs to be acknowledged in the district and said board members and adults in the district

should show up and do the work. She said we should have a board that trusts the educators doing the work and keeps the children at the center of everything.

Angel Resto said he was speaking on behalf of Dr. Avery. He said he has been involved in the district for thirty years. He said Dr. Avery was the right guy and has proven to the community that he can do the work. He said Dr. Avery goes out in the community and meets with parents in many places, including at a program in Trumbull. He said Dr. Avery took care of a problem in three days, which was unprecedented. He urged the board to vote to make Dr. Avery the superintendent.

The next agenda item was on the employment performance and evaluation of Dr. Avery as a public officer/ employee of the Bridgeport Board of Education. Ms. Perez said it qualified for executive session, and it was a follow-up from last week, and Dr. Avery will be joining the executive session.

Mr. Sokolovic moved *“to go into executive session for the purpose of evaluating Dr. Avery.”* The motion was seconded by Mr. Benejan Grajales and unanimously approved.

The executive session began at 6:10 p.m.

The board reconvened in public session at 8:01 p.m.

Ms. Perez said the board shared with Dr Avery a draft evaluation by the board. The formal evaluation will be presented this week to Dr. Avery, and then he will have seven to ten days to respond per his contract.

Mr. Traber said three board members said it was ten days.

Ms. Perez said there will be a special meeting in two weeks a meeting with Public Works, the firm that followed up with the audit of the board.

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

The meeting was adjourned at 8:03 p.m.

Respectfully submitted,

John McLeod



STATUS REPORT

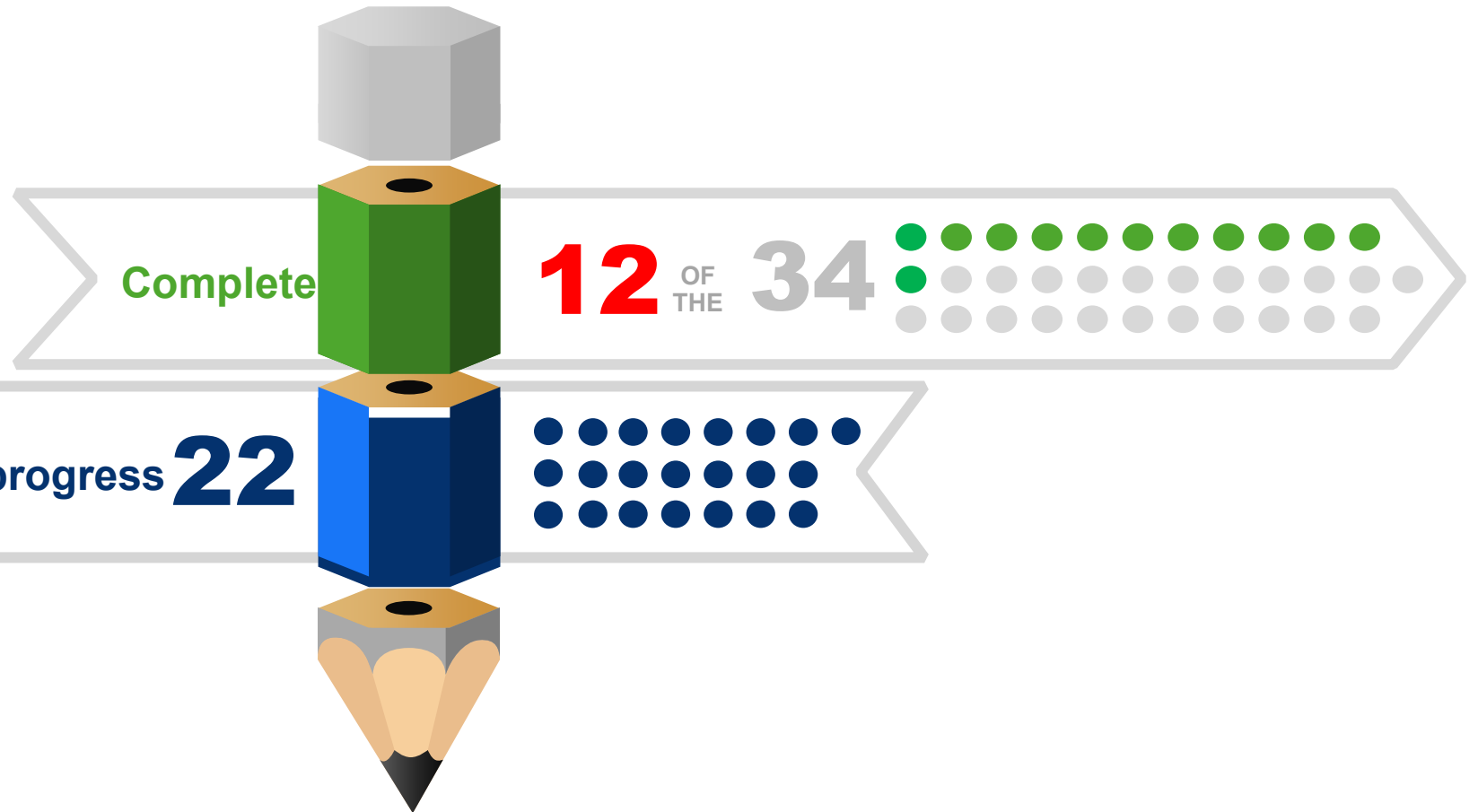
Bridgeport Public Schools Implementation of Forensic Audit Recommendations

Prepared by: Public Works LLC

July 27, 2026



Progress to date



Methodology

- Conducted an onsite visit to BPS
- Participated in a CSDE led budget brainstorming session to jumpstart the 2027 budget process
- Conducted interviews and focus groups & reviewed available documents
- Met virtually with staff on a daily, weekly, monthly basis
- Began mapping processes & documenting current procedures and identified gaps
- Provided staff with best practices and sample procedures
- Worked collaboratively with staff to document procedures and address internal control weaknesses
- Connected staff with external resources such as CASBO and peer districts that performed similar functions

Methodology (continued)

- Encouraged collaboration with the City in the areas of internal audit, Munis applications, and position controls
- Created a comprehensive Sustainability Plan in May that included the status of each recommendation, concerns/issues to resolve and resources. Also, highlighted what could be accomplished in the last 30 days
- Updated accomplishments with staff during the last 30 days of Public Works contract
- Created project timelines and methodologies, and identified system needs to address manual processes and procedures, where appropriate
- Reviewed and provided feedback on draft procedures
- Developed a repository of sample manuals, processes, and documents for use and adaptation by the district

Budget Development

AUDIT #	RECOMMENDATION	STATUS
1.	Develop a Budget Process that includes collaboration with district leadership and the community.	In Progress
2.	Develop Budget at the Account Level and control overspending during the year.	Complete
3.	Include educational factors in campus allocations.	Complete
4.	Include Capital Improvements/Maintenance Needs in Annual Budget process.	Complete
6.	Include department heads in budget building process (repeats #2).	In Progress
7.	Use other factors to determine campus level allocations (repeats #3).	Complete
9.	Continue to have Grants department draft grant budgets.	Complete
11.	Grant revenues and general fund revenues need to be separated.	In Progress
14.	Budget in operational categories with more specificity (related to #2).	In Progress

Budget Reporting and Monitoring

AUDIT #	RECOMMENDATION	STATUS
5.	Include original budget and amended budget numbers in financial reports in comparison to actual expenditures.	In Progress
8.	Establish formal budget amendment process by Board during the year.	In Progress
10.	Make Budget data available to campuses and departments throughout the year; formalize budget transfer processes.	In Progress
12.	Limit and document budget adjustments.	In Progress
15.	Hold department heads and campus leaders accountable for monitoring their budgets (enhances #10).	In Progress
16.	MUNIS access should be granted to all department leaders and others deemed necessary by those leaders for at least read-only access to their department's financial data.	Complete
21.	Consider involving the grants director in the review process for state grant reports, even if their approval is not required.	Complete
23.	Provide time at leadership meetings for Q&A on budget and finance matters.	In Progress

Purchasing and Accounts Payable

AUDIT #	RECOMMENDATION	STATUS
17.	Use MUNIS for purchasing requests rather than Formstack.	In Progress
18.	Improve the receiving and invoice processes by signing and approving invoices.	In Progress
19.	Maintain adequate documentation of contracting processes carried out jointly by the City and BPS.	In Progress
20.	Control grant purchases and other expenditure transactions to ensure money is being used as intended.	In Progress
24.	Track all Activity Funds through MUNIS.	In Progress
25.	Use MUNIS rather than Excel spreadsheets for Activity Funds (repeats #24).	In Progress
28.	Examine the current use of Procurements Cards and determine future use.	In Progress
29.	Document travel guidelines and train staff on use.	Complete
30.	Document inventory and asset management processes and procedures.	Complete

Accounting

AUDIT #	RECOMMENDATION	STATUS
13.	Record all revenues; no offsets to expenses.	In Progress
22.	Establish appropriate internal controls over journal vouchers.	Complete

Facilities Management and Communication

AUDIT #	RECOMMENDATION	STATUS
26.	Share capital projects and routine maintenance schedules internally.	Complete
27.	Open lines of communication between the individual schools and the facilities department so that needs can be communicated efficiently.	Complete

Human Resources

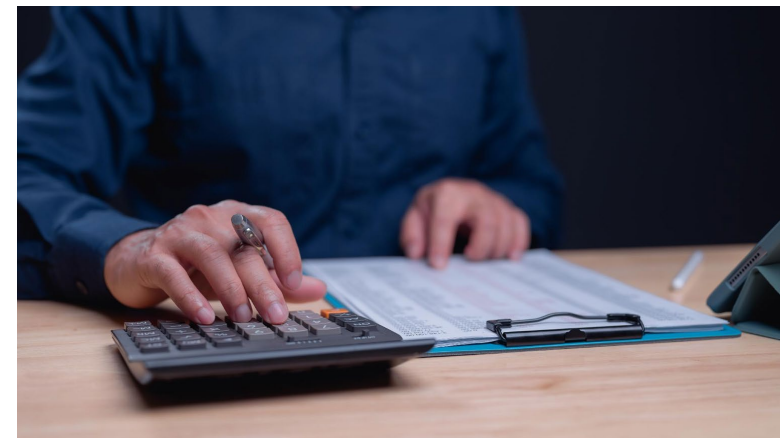
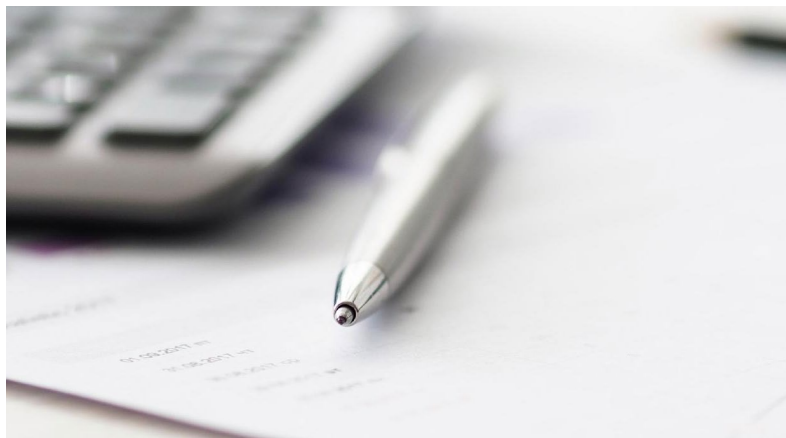
AUDIT #	RECOMMENDATION	STATUS
31.	Perform routine review of employee master listing to search for duplicate information in the address, phone number and email address.	In Progress
32.	Assign a unique district email address to each employee that is tied to their MUNIS employee record.	In Progress
33.	Hold annual training and as part of new employee onboarding to ensure employees are aware of the various systems and how to use in their job.	In Progress
34.	Hold annual training on districtwide policies and procedures.	In Progress





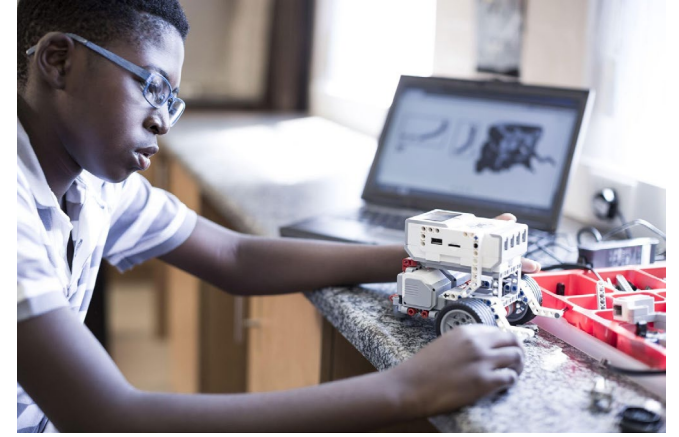
Not in the CLA Audit Recommendations but Require Attention

RECOMMENDATION	STATUS
Benefit Process	In Progress
Bargaining Agreements as they relate to benefits	Initiated
Payroll	In Progress
Cash Handling Procedures	In Progress
Documenting Organization Structure, Job Descriptions, Reporting Relationships	In Progress



Overall Vital Accomplishments

- Budget Creation & Budget Calendar Process Established
- Finance & Human Resources Procedures in Place
- Improved Internal Controls & Transparency



Next Steps for BPS Leadership

- Immediately establish timelines and priorities for the implementation of all “in-progress” recommendations and monitor regularly.
- Adopt and implement well-researched technology options.
- Finalize and follow procedures collaboratively drafted by Public Works and BPS leadership; Modify as needed.
- Train staff to implement procedures to increase efficiency and reduce operational risks.



THANK
YOU!



STATUS REPORT

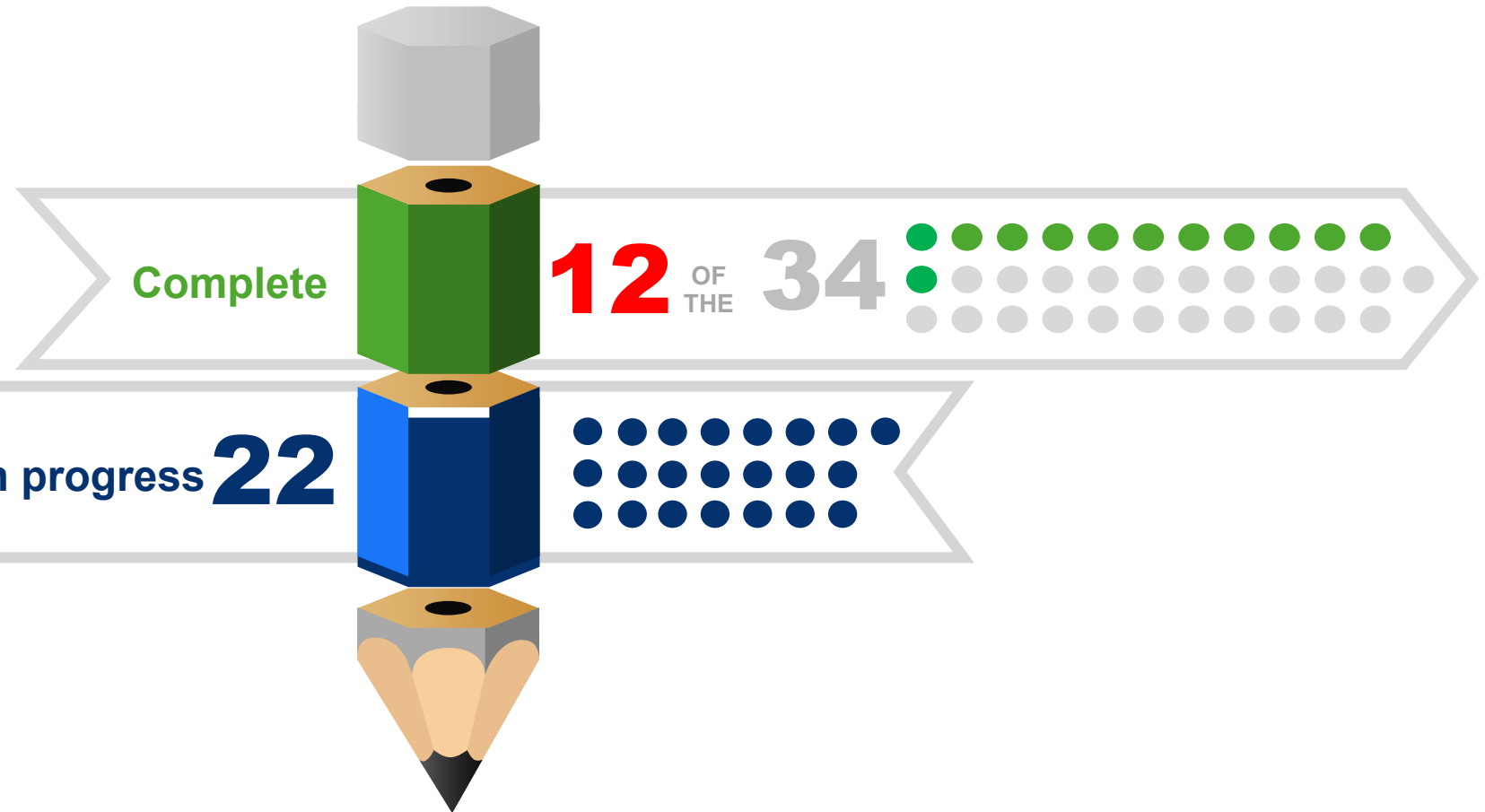
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- Provided staff with best practices and sample procedures
- Worked collaboratively with staff to document procedures and address internal control weaknesses
- Connected staff with external resources such as CASBO and peer districts that performed similar functions

Methodology (continued)

- Encouraged collaboration with the City in the areas of internal audit, Munis applications, and position controls
- Created a comprehensive Sustainability Plan in May that included the status of each recommendation, concerns/issues to resolve and resources. Also, highlighted what could be accomplished in the last 30 days
- Worked with staff to update accomplishments during the last 30 days of Public Works contract
- Created project timelines and methodologies, and identified system needs to address manual processes and procedures, where appropriate
- Reviewed and provided feedback on draft procedures

Budget Development

AUDIT #	RECOMMENDATION	STATUS
1.	Develop a Budget Process that includes collaboration with district leadership and the community.	In Progress
2.	Develop Budget at the Account Level and control overspending during the year.	Complete
3.	Include educational factors into campus allocations.	Complete
4.	Include Capital Improvements/Maintenance Needs in Annual Budget process.	Complete
6.	Include department heads in budget building process (repeats #2).	In Progress
7.	Use other factors to determine campus level allocations (repeats #3).	Complete
9.	Continue to have Grants department draft grant budgets.	Complete
11.	Grant revenues and general fund revenues need to be separated.	In Progress
14.	Budget in operational categories with more specificity (related to #2).	In Progress

Budget Reporting and Monitoring

AUDIT #	RECOMMENDATION	STATUS
5.	Include original budget and amended budget numbers in financial reports in comparison to actual expenditures.	In Progress
8.	Establish formal budget amendment process by Board during the year.	In Progress
10.	Make Budget data available to campuses and departments throughout the year; formalize budget transfer processes.	In Progress
12.	Limit and document budget adjustments.	In Progress
15.	Hold department heads and campus leaders accountable for monitoring their budgets (enhances #10).	In Progress
16.	MUNIS access should be granted to all department leaders and others deemed necessary by those leaders for at least read-only access to their department's financial data.	Complete
21.	Consider involving the grants director in the review process for state grant reports, even if their approval is not required.	Complete
23.	Provide time at leadership meetings for Q&A on budget and finance matters.	In Progress

Purchasing and Accounts Payable

AUDIT #	RECOMMENDATION	STATUS
17.	Use MUNIS for purchasing requests rather than Formstack.	In Progress
18.	Improve the receiving and invoice processes by signing and approving invoices.	In Progress
19.	Maintain adequate documentation of contracting processes carried out jointly by the City and BPS.	In Progress
20.	Control grant purchases and other expenditure transactions to ensure money is being used as intended.	In Progress
24.	Track all Activity Funds through MUNIS.	In Progress
25.	Use MUNIS rather than Excel spreadsheets for Activity Funds (repeats #24).	In Progress
28.	Examine the current use of Procurements Cards and determine future use.	In Progress
29.	Document travel guidelines and train staff on use.	Complete
30.	Document inventory and asset management processes and procedures.	Complete

Accounting

AUDIT #	RECOMMENDATION	STATUS
13.	Record all revenues; no offsets to expenses.	In Progress
22.	Establish appropriate internal controls over journal vouchers.	Complete

Facilities Management and Communication

AUDIT #	RECOMMENDATION	STATUS
26.	Share capital projects and routine maintenance schedules internally.	Complete
27.	Open lines of communication between the individual schools and the facilities department so that needs can be communicated efficiently.	Complete

Human Resources

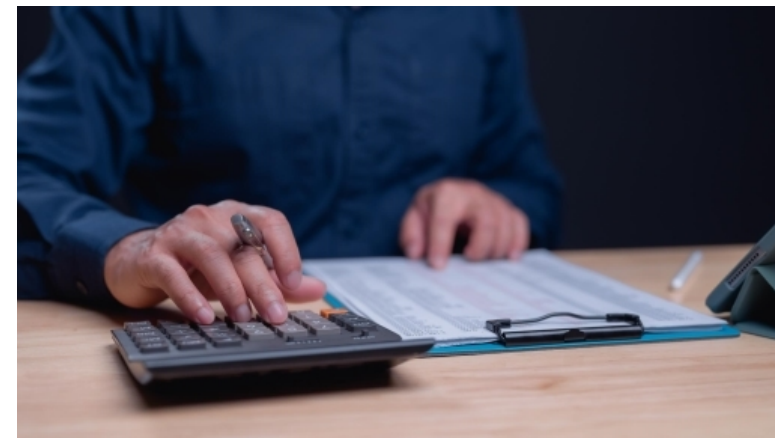
AUDIT #	RECOMMENDATION	STATUS
31.	Perform routine review of employee master listing to search for duplicate information in the address, phone number and email address.	In Progress
32.	Assign a unique district email address to each employee that is tied to their MUNIS employee record.	In Progress
33.	Hold annual training and as part of new employee onboarding to ensure employees are aware of the various systems and how to use in their job.	In Progress
34.	Hold annual training on districtwide policies and procedures.	In Progress





Not in the CLA Audit Recommendations but Require Attention

RECOMMENDATION	STATUS
Benefit Process	In Progress
Bargaining Agreements as they relate to benefits	Initiated
Payroll	In Progress
Cash Handling Procedures	In Progress
Documenting Organization Structure, Job Descriptions, Reporting Relationships	In Progress



Overall Vital Accomplishments

- Budget Creation & Budget Calendar Process Established
- Finance & Human Resources Procedures in Place
- Improved Internal Controls & Transparency



Next Steps for BPS Leadership

- Immediately establish timelines and priorities for the implementation of all “in-progress” recommendations and monitor regularly
- Adopt and Implement well-researched technology options
- Finalize and follow procedures collaborative drafted by Public Works and BPS leadership; Modify as needed
- Train staff to implement procedures to increase efficiency and reduce operational risks



THANK
YOU!

publicworks
making good ideas work for the better

**CITY OF BRIDGEPORT
CONTRACT FOR CONSTRUCTION SERVICES
WITH
G. PIC & SONS CONSTRUCTION CO.**

**FOR
BLACKHAM SCHOOL
PAVING THE BASKETBALL COURT
425 THORME STREET, BRIDGEPORT**

PROJECT NO. BMS027277

This Contract entered into this _____ day of July, 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 to as the "**City**" and/or "**BOE**") and **G. PIC AND SONS CONSTRUCTION CO.**, corporation organized and existing under the laws of the State of Connecticut with an office and principal place of business located at **225 Knowlton Street, Bridgeport, CT 06608**, acting herein by _____, its _____, 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 the basketball court BLACKHAM School Project**, , **PROJECT NO. BMS027277** (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 **THIRTY-FIVE THOUSAND SIX HUNDRED DOLLARS AND 00/100 CENTS (\$35,600.00)** annually, 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 **Jorge Garcia** 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 Emails requesting quotes **Exhibits** _____, _____, _____ 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 **[N/A]**. The term “Site” as used herein shall refer to **BLACKHAM School 425 Thorne Street, 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 July 15 - 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 **Five Hundred Dollars and 00/100 (\$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 **Thirty-Five Thousand Dollars and 00/100 (\$35,600.00)**. 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. n/a

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 aggravement 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: Jorge Garcia
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: _____
G. PIC AND SONS CONSTRUCTION CO
225 Knowlton Street
Bridgeport, CT 06608

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: _____

G. PIC AND SONS CONSTRUCTION CO

By: _____
Print Name _____
Print Title _____
Duly Authorized _____
Date Signed: _____

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

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

REQUEST FOR QUALIFIED PURCHASE (waiver of competitive process)

***** **THIS SECTION FOR PURCHASING AND CAO ONLY** *****

FILE NUMBER (assigned by Purchasing only): BMS027277

RECOMMENDED: ☒ DENIED: ☐ Lisa Farlow 07-01-2026 (SIGNED/DATED PURCHASING AGENT)
(a denial requires a written explanation)

APPROVED: ☒ DENIED: ☐ Fred Gee 07/01/2026 SIGNED/DATED CAO

COMPLETE EACH SECTION BELOW & THE JUSTIFICATION MEMO ATTACHED.
THEN SUBMIT FOR APPROVAL BEFORE CREATING A REQUISITION.

REMINDER: Purchases made from state or cooperative bids do not require this form.

PURCHASE INFORMATION

PROPOSED VENDOR & ITEM(S) TO PURCHASE: GPIC Basketball Court Paving Replacement

ESTIMATED AMOUNT (attach quote or applicable backup) \$ 40,000

PRIOR QP NUMBER: (N/A if not applicable. Any existing agreement/contract must also be provided) _____

REASON FOR WAIVER REQUEST

- ☐ **SOLE SOURCE** (the only vendor that exists. Sole Source letter required)
☐ **SINGLE/SPECIAL SOURCE** (only one unique vendor, among many)
☒ **TIME CRITICAL** (explain why this could not have been reasonably anticipated in the ADDITIONAL INFORMATION section of memo)
☐ **REQUIRED** to come immediately into compliance with federal, state or local laws or codes
☐ **NECESSARY** to avoid complete loss of funds made available by non-city public or private funding sources

INTEGRITY AFFIDAVIT

EVERY CONTRACTING OFFICER THAT IS REQUESTING A QUALIFIED PURCHASE PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, as amended), MUST FULLY AND ACCURATELY COMPLETE AND ATTEST TO THIS SECTION.

Name of Contracting Officer: JORGE GARCIA

Contracting Officer's email address: JGARCIA3@BRIDGEPORTEDU.NET

Department: BBOE FACILITIES Title: CHIEF OPERATING OFFICER Phone Number: x 275-2730

The undersigned hereby attests that the following statements are true, correct, and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| a) I have a personal or business relationship with the vendor or contractor being selected.
(If yes, attach detailed explanation)
(If yes, Purchasing will contact the Office of City Attorney for a conflict analysis) | ☐ | ☒ |
| b) I have made all reasonable attempts to ensure that this procurement is in the best interest of the City | ☒ | ☐ |

[Signature] (Signature -Contracting Officer/Manager)

Dated: 6/25/16

[Signature] (Signature -Department Head or BOE Authorized Personnel)

Dated: 06/25/2016

BE ADVISED: It is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements as the established purchasing ordinance is being waived in this instance.

PLEASE NOTE:

QUALIFIED PURCHASES OVER \$25,000 REQUIRE A CONTRACT, PER SECTION K OF 3.08.070
PLEASE CHECK WITH THE CITY ATTORNEY'S OFFICE, AFTER QP APPROVAL, BUT PRIOR TO
EMCUMBERING FUNDS.

IF THERE IS A PROPOSED VENDOR CONTRACT, SUBMIT AN UNSIGNED COPY AS PART OF YOUR QUALIFIED PURCHASE REQUEST.

REQUEST FOR QUALIFIED PURCHASE

JUSTIFICATION MEMO

TO: Purchasing Agent

SIGNED (Contracting Officer):

DATE:

6/15/14

- WHAT IS BEING PURCHASED AND WHY IS A QUALIFIED PURCHASE NECESSARY?
(provide supporting documents):

The exterior basketball court at Blackham School is in disrepair. It has become a hazard. The department reached out to three vendors to obtain pricing. See attached quotes.

- IF PURCHASE IS ESTIMATED TO BE **LESS** THAN \$25,000.00, EXPLAIN WHY THE INFORMAL QUOTE PROCESS IS NOT BEING UTILIZED

- IF PURCHASE IS ESTIMATED TO BE **MORE** THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID? (without valid justification, you may be required to go out to bid)

We obtained three quotes, but they were over the informal purchase threshold. The court is in disrepair and is hazardous.

- WHAT BUDGET IS APPROVED FOR THESE REQUESTED GOODS OR SERVICES?

Choose corresponding budget option listed below:

Operating ☐

Capital ☒

Grant ☐

(provide any additional necessary information below):

- **NOTE:** IF GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

ADDITIONAL INFORMATION/EXPLANATION (if any)

NOTE: FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN A REJECTION OF THE REQUEST



225 Knowlton Street • Bridgeport, CT 06608 • (203) 334-2300

PROPOSAL SUBMITTED TO: BOE Operations Center Attn: Alan	PHONE: (203) 331-2421	DATE: 6/8/2026
STREET: 1085 Connecticut Ave	JOB NAME: BOE - Blackham School	
CITY, STATE and ZIP CODE: Bridgeport, CT 06607	JOB LOCATION: 425 Thorne St, Bridgeport	
EMAIL: aporzelt@bridgeportedu.net		

Thank you for the opportunity to submit our proposal for the following work:

Basketball Court: Approximately 95' x 70'

- Remove and reinstall chain link fence for equipment access
- Sawcut limits of asphalt court
- Peel / Scrape off all of existing rubber sports court coating
- Load into dumpsters and haul away
- Clean entire area
- Restripe 2 new basketball courts

\$ 11,400.00

Affirmative Action - An Equal Opportunity Employer

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Eleven thousand four hundred and 00/100----- dollars (\$ **11,400.00**).

Payment to be made as follows:
1/2 deposit due with signed contract, balance due upon completion.

All work is guaranteed to be as specified and to be completed in a workmanlike manner according to standard practices. Application methods and materials may vary depending on specific conditions. Any alterations or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents and delays beyond our control. Our workers are fully covered by Workers Insurance. G. Pic and Sons Construction Co. is not responsible for damage done to unmarked utilities, public or private, including but not limited to invisible fencing and water sprinkler systems. G. Pic and Sons is not responsible for rock, ledge, extreme water conditions, testing materials, or surveying. All material pricing is subject to change at any time. Any permits above \$100 and administrative time for obtaining permits exceeding one hour will be billed accordingly. Traffic control by others or at additional cost when provided by G. Pic and Sons. G. Pic and Sons cannot guarantee reflective cracking of an overlay or surface runoff in areas with grades of less than 2% or correction of ponding in previous problem areas. Note: This proposal may be withdrawn by us if not accepted within 30 days.

Major Contractor License #MCO. 0901767
 New Home Construction Contractor License #NHC. 0002708

Authorized Signature: _____

Abba Rodak

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. You the buyer may cancel this transaction at any time prior to midnight on the third business day after the Date of Acceptance of this transaction. See the notice of cancellation on the reverse side of this Contract for an explanation of this right.

Signature: _____
 Signature: _____
 Date of Acceptance: _____
 Date of Cancellation: _____



225 Knowlton Street • Bridgeport, CT 06608 • (203) 334-2300

PROPOSAL SUBMITTED TO: BOE Operations Center Attn: Alan	PHONE: (203) 331-2421	DATE: 6/8/2026
STREET: 1085 Connecticut Ave	JOB NAME: BOE - Blackham School	
CITY, STATE and ZIP CODE: Bridgeport, CT 06607	JOB LOCATION: 425 Thorne St, Bridgeport	
EMAIL: aporzelt@bridgeportedu.net		

Thank you for the opportunity to submit our proposal for the following work:

Basketball Court: Approximately 95' x 70'

- Remove existing asphalt court
- Install process gravel as necessary
- Fine grade and compact
- Pave 1 layer 2 1/2" Class 2 Asphalt

\$ 24,200.00

Affirmative Action - An Equal Opportunity Employer

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twenty-four thousand two hundred and 00/100-----dollars (\$ 24,200.00).

Payment to be made as follows:

Due upon completion.

All work is guaranteed to be as specified and to be completed in a workmanlike manner according to standard practices. Application methods and materials may vary depending on specific conditions. Any alterations or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents and delays beyond our control. Our workers are fully covered by Workers Insurance. G. Pic and Sons Construction Co. is not responsible for damage done to unmarked utilities, public or private, including but not limited to invisible fencing and water sprinkler systems. G. Pic and Sons is not responsible for rock, ledge, extreme water conditions, testing materials, or surveying. All material pricing is subject to change at any time. Any permits above \$100 and administrative time for obtaining permits exceeding one hour will be billed accordingly. Traffic control by others or at additional cost when provided by G. Pic and Sons. G. Pic and Sons cannot guarantee reflective cracking of an overlay or surface runoff in areas with grades of less than 2% or correction of ponding in previous problem areas. Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Major Contractor License #MCO. 0901767
New Home Construction Contractor License #NHC. 0002708**

Authorized Signature: _____

[Handwritten Signature]

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. You the buyer may cancel this transaction at any time prior to midnight on the third business day after the Date of Acceptance of this transaction. See the notice of cancellation on the reverse side of this Contract for an explanation of this right.

Signature: _____

Signature: _____

Date of Acceptance: _____

Date of Cancellation: _____



ASPHALT, CONCRETE & UNDERGROUND UTILITY WORK
300 Sperry Avenue
Stratford, CT 06615 (203) 375-1383

Residential & Commercial Installation Proposal

Date of Proposal: 6/19/2026

ATTN: Blackham School
425 Thorne Street
Bridgeport , CT

Thank You for allowing Burns Construction Company, Inc. the opportunity to provide you with a quote on your project. After reviewing the plans and the site we are pleased to offer the following scope of work:

Work Inclusions:

TASK	PRICE
Estimate 1- Remove and Replace asphalt Basketball court, Approx 7,104 S.F. Acquiring proper CBYD ticket Remove asphalt and subbase (if needed) on existing driveway. Install 3" of Driveway mix asphalt and compact with vibratory roller to 2 ½". Line striping included	\$37,471.00 Plus tax

Tax Exempt: Y or N	Exemption Certification:
---------------------------	---------------------------------

* Residential – Paving activities are non-taxable, landscape activities (patios & masonry) are taxable
* Commercial – All activities are taxable unless tax exemption is provided

Pre-Tax Total: \$37,471.00

Description: If additional work is requested, please contact your sales rep or the Burns

Excluded from our proposal are any unforeseen unsuitable soils & rock ledge excavation

“Paving your way since 1957.”



PAYMENTS:

50% DEPOSIT and 50% UPON COMPLETION.

**FINAL PAYMENT PLUS SALES TAX (IF APPLICABLE) IS DUE UPON
COMPLETION**

Thank you for this opportunity to be of service. If you have any questions, please do not hesitate to call.

Regards,

AJ Pires
Estimator

SIGNATURE: _____

Acceptance of Proposal

The above prices, specifications, & conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified in the proposal above. Payments will be made in accordance with schedule outlined above in the proposal. In the event the account goes unpaid after completion of all work the cost of collection and attorney fees may be assessed to the balance due. Signer agrees not to hold Burns Const. Co. responsible for any damage done to sidewalks or unmarked utilities.

ACCEPTED BY: _____
(PRINT)

AUTHORIZED SIGNATURE: _____

DATE: _____

****NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS. PROPOSALS MAY BE WITHDRAWN BY
BURNS CONSTRUCTION COMPANY, INC. IF NOT ACCEPTED WITHIN THAT TIME**

FRAME"

"Paving your way since 1957."





Outlook

Blackham Basketball Court

From Summer Berube <SumBer@Kompan.com>

Date Wed 6/3/2026 11:29

To Porzelt, Alan Jr <aporzelt@bridgeportedu.net>

Caution: EXTERNAL E-MAIL: This originated from outside Bridgeport Schools. Do not click any links or attachments unless you trust the sender and know the content is safe.

Hi Alan,

Thank you for reaching out regarding the basketball court project at Blackham school. Kompan cannot take on the scope of work necessary to clear the site and supply new surfacing. We wish the city the best on the project and hope we can work together in the future.

Best regards / Let's play

Summer Berube

Direct Sales Representative

860-705-8970

KOMPAN Inc.

United States

www.kompan.com



REQUEST FOR USAGE OF A STATE, FEDERAL OR COOPERATIVE CONTRACT

***** THIS SECTION FOR PURCHASING ONLY *****

FILE NUMBER (assigned by Purchasing only): BMCP019277 OMNIA 2017001135

RECOMMENDED: ☒ DENIED: ☐ Lisa Farlow 07-01-2026 (SIGNED/DATED PURCHASING AGENT)
(a denial requires a written explanation)

**COMPLETE THE PURCHASE INFORMATION SECTION BELOW
& THE JUSTIFICATION MEMO ATTACHED.**

SUBMIT WITH ALL PERTINENT BACKUP FOR APPROVAL BEFORE CREATING A REQUISITION.

PURCHASE INFORMATION

PROPOSED VENDOR: KOMPAN

ESTIMATED AMOUNT: \$ 198,047.57
(Attach quote and/or applicable backup. Your quote/applicable backup must have the contract number on it)

STATE, FEDERAL, or COOPERATIVE CONTRACT NUMBER: OMNIA #2017001135

EXPIRATION DATE OF CONTRACT: DEC 31, 2026
(At least the first two pages of the contract, evidencing the terms, must be provided.)

PRIOR ST or CP NUMBER ISSUED: BMCP105231, BMCP079251, BMCP080251, BMCP026925C (LD)
(N/A if not applicable. Any existing agreement/contract must also be provided)

[Signature] (Signature – Contracting Officer/Manager)

Dated: 6/25/26
06/25/26

[Signature] (Signature – Department Head or BOE Authorized Personnel)

NOTE:

In the event the procurement exceeds Twenty-Five Thousand Dollars (\$25,000.00), the Contracting Officer shall contact the City Attorney's Office for advice as to whether any contract related to such state, federal or other cooperative contract or bid is sufficient or requires any modification.

BE ADVISED: As the Contracting Officer, it is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements.

REQUEST FOR USAGE OF A STATE, FEDERAL OR COOPERATIVE CONTRACT

JUSTIFICATION MEMO

TO: City Purchasing Agent

SIGNED (Contracting Officer)

DATE: 6/25/26

WHAT IS BEING PURCHASED AND WHY IS USAGE OF STATE, FEDERAL or COOPERATIVE CONTRACT IN THE BEST INTEREST OF THE CITY? (e.g., best price, faster delivery, etc.)
(provide supporting documents):

PLAYGROUND RESURFACING FOR TWO PLAYGROUNDS AT CLAYTOR SCHOOL.

IF CONTRACT HAS MULTIPLE VENDORS LISTED, WHAT CRITERIA WAS USED IN VENDOR SELECTION?

IF PURCHASE IS ESTIMATED TO BE LESS THAN \$25,000.00, EXPLAIN WHY THE COOPERATIVE AGREEMENT IS BEING UTILIZED INSTEAD OF THE INFORMAL QUOTE PROCESS

IF PURCHASE IS ESTIMATED TO BE MORE THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID?
(What due diligence was utilized to determine this is in the best interest of the City? e.g., cost analysis, etc.)
Kompan has competitive pricing through the Cooperative. The availability of items, pricing and timely delivery have been a staple of their company. Playground equipment/surfacing is usually proprietary when replacements of parts are needed. The vendor can complete the work when school is not in session. kompan installed the original playgrounds when constructed.

WHAT PAGE(S) OF DESIRED CONTRACT APPLY TO THIS PURCHASE?
(provide all pages pertaining to vendor, item(s) being purchased & price schedules)

NOTE: IF THIS PURCHASE IS GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

ADDITIONAL INFORMATION/EXPLANATION (if any)
Capital funding

NOTE: FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN A REJECTION OF THE REQUEST

Sales Proposal

City of Bridgeport BOE
Alan Porzelt
45 Lyon Terrace, RM. 320
Business Office
Bridgeport, CT 06604

Quote No. SP166151-1
Customer No. 520084
Document Date 03/24/2026
Expiration Date 05/23/2026

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299254 Bridgeport Geraldine Claytor Magnet

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>OMNIA Partners Contract #2017001135</u>					
AREA 1 PIP REPAIR AND ROLL COAT					
US-EXCAVATION	Remove and dispose of existing damaged PIP Cut out existing damaged circles per markup (Under Equipment - Tough Access). Remove, Rip up and Dispose of Existing PIP. Included Dumpsters for Disposal. Includes machine rental. Difficult access under play equipment.	3,746 Sq. Feet	7.70	5.00	27,401.99
US-PIP-50-50- CUSTOM	Supply and Install Pour In Place Surfacing and Touch up Gravel Subbase Gravel: Touch Up Only of Existing Gravel- Grade, Level and Compact of Gravel - Add max of 1" of new crushed gravel. If more than 1" is required then additional charges to apply PIP: 4" depth (8'CFH), Aromatic, 50/50 Standard Color, Aromatic Binder	3,746 Sq. Feet	30.77	10.00	103,737.98
US-CUSTOM- SURFACING	Aromatic Roller Coat on remaining/existing PIP	6,984 Sq. Feet	2.54	10.00	15,965.42
EXTRA SALES FREIGHT	PIP Freight	1 Pieces	4,200.00		4,200.00

Sales Proposal

City of Bridgeport BOE
Alan Porzelt
45 Lyon Terrace, RM. 320
Business Office
Bridgeport, CT 06604

Quote No. SP166151-1
Customer No. 520084
Document Date 03/24/2026
Expiration Date 05/23/2026

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299254 Bridgeport Geraldine Claytor Magnet

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
EXTRAS	Payment and Performance Bonds	1 Pieces	3,328.72		3,328.72
	Please read attached General Assumptions and Exclusion document for information on Install/Sitework.				
	Excludes sitework, products, & services not listed.				
	Assumes site to be accessible & install ready.				
	Surfacing is as per Bridgeport Geraldine Claytor Site Plan K1.0 - dated 10/19/23				
	Pricing is according to prevailing wages				

Description	Retail Price	Discount	Net Price
Subtotal - Sitework	28,844.20	1,442.21	27,401.99
Subtotal - Surfacing	133,003.78	13,300.38	119,703.40
Subtotal - Freight	4,200.00		4,200.00
Total USD			154,634.11

Business Agreement OMNIA Partners Contract
Payment Terms Net 45 days

Installation Site Address

Geraldine Claytor Magnet Academy
240 Ocean Terrace
Bridgeport, CT 06605

Sales Proposal

City of Bridgeport BOE
Alan Porzelt
45 Lyon Terrace, RM. 320
Business Office
Bridgeport, CT 06604

Quote No. SP166151-1
Customer No. 520084
Document Date 03/24/2026
Expiration Date 05/23/2026

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299254 Bridgeport Geraldine Claytor Magnet

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

Sales Proposal

City of Bridgeport BOE
Alan Porzelt
45 Lyon Terrace, RM. 320
Business Office
Bridgeport, CT 06604

Quote No. SP161367-3
Customer No. 520084
Document Date 03/24/2026
Expiration Date 05/23/2026

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299254 Bridgeport Geraldine Claytor Magnet

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
OMNIA Partners Contract #2017001135					
AREA 2 PIP REPAIR					
US-PIP-50-50-CUSTOM	Recap exisiting PIP including Cushion Base Layer & Top Cap Wearing Layer 1.5" PIP Thickness (Base Cushion Layer at 1", Top Cap Wearing Layer at 1/2"), Aromatic, No design	2,445 Sq. Feet	17.85	10.00	39,278.92
EXTRA SALES FREIGHT	PIP Freight	1 Pieces	3,200.00		3,200.00
EXTRAS	Payment and Performance Bond	1 Pieces	934.54		934.54
Please read attached General Assumptions and Exclusion document for information on Install/Sitework.					
Excludes sitework, products, & services not listed.					
Assumes site to be accessible & install ready.					
Surfacing is as per Bridgeport Geraldine Claytor Site Plan K1.0 - dated 10/19/23 Pricing is according to prevailing wages					

Description	Retail Price	Discount	Net Price
Subtotal - Surfacing	43,643.25	4,364.33	39,278.92
Subtotal - Freight	3,200.00		3,200.00
Total USD			43,413.46

Business Agreement OMNIA Partners Contract
Payment Terms Net 45 days



Sales Proposal

City of Bridgeport BOE
Alan Porzelt
45 Lyon Terrace, RM. 320
Business Office
Bridgeport, CT 06604

Quote No. SP161367-3
Customer No. 520084
Document Date 03/24/2026
Expiration Date 05/23/2026

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299254 Bridgeport Geraldine Claytor Magnet

Installation Site Address

Geraldine Claytor Magnet Academy
240 Ocean Terrace
Bridgeport, CT 06605

Sales Proposal

City of Bridgeport BOE
Alan Porzelt
45 Lyon Terrace, RM. 320
Business Office
Bridgeport, CT 06604

Quote No. SP161367-3
Customer No. 520084
Document Date 03/24/2026
Expiration Date 05/23/2026

Sales Representative Summer Berube
Email SumBer@Kompan.com
Phone No. 860-705-8970 / 800-426-9788

Project Name US299254 Bridgeport Geraldine Claytor Magnet

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative. Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn. Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____

SALES TAX EXEMPTION CERTIFICATE #: _____
(PLEASE PROVIDE A COPY OF CERTIFICATE)

KOMPAN Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001135

Initial Term: July 1, 2017 through June 30, 2022

Renewal Options: Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2026

EXTENDED THROUGH December 31, 2026

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Kompan, Inc. a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and incorporated into this contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Kompan in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule and Price Lists
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Services
EXHIBIT G:	U.S. Communities Administrative Agreement
EXHIBIT H:	Confidentiality Terms

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Project.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.

<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
 - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
 - 4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES.** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the Proposal statutes, and provided the City is authorized by law to make such purchases without a formal Proposal process.
6. **DOCUMENTATION.** The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENTS.**
 - 8.1 The price(s) stated in this Contract shall not increase for the entire five-year term of the Contract. The prices shall also not increase during the two (2), two-year renewal

option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials and in the cost of labor for Installation Services as set forth in Section 8.1.3 of this Contract. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs associated with the manufacture of the Products, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials and Installation Services. The request must state and fully justify the proposed price increase per unit or per installation over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 Except as provided below, no proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract. Price adjustments, including increases and decreases, shall be made for Installation Services in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Industry Group Construction – Item Code 2381-Foundation, Structure, and Building Exterior Contractors if such percentage exceeds two percent (2%). The percentage difference between the PPI issued for October, 2017, and the PPI issued for each October of the year of requested adjustment will determine the maximum allowable adjustment of the original Contract prices for Installation Services.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry

market. Any new or replacement items added may be subject to Proposal statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING.** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. **REPORTING.** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. **AUDIT.** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES.** Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Washington, and is qualified to do business in North Carolina;

- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
 - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
 - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
 - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the Products and Services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS.** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME.** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Proposal shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Proposal specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and high-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT.** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE.** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY.**
 - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
 - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
 - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the RFP, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES.** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of Products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE.** Unless otherwise specified by the City, the Company guarantees the materials and workmanship on all Products and Services for the guarantee period associated with a specific product or services, as specified in Company documentation and quotation. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or

adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS.** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT.** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.
25. **RIGHT TO COVER.** If the Company fails to comply with any term or condition of the Contract or the Company's response to the RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
 - (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
 - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the RFP.
26. **RIGHT TO WITHHOLD PAYMENT.** If Company breaches any provision of the Contract the City shall have the right to withhold all payments related to the breach due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES.** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
 - 28.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
 - 28.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
 - 28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and

performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

- 28.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
- 28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 28.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 28.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 28.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 28.7 **AUTHORITY TO TERMINATE.** The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 28.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company

hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

- 28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and
- 28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
- 28.8.3 Performing the transition service plan activities;
- 28.8.4 Answering questions regarding the Products and Services on an as-needed basis; and
- 28.8.5 Providing such other reasonable Services needed to effectuate an orderly transition to a new system.

- 29. **NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay in performance for reasons other than a Force Majeure Event.
- 30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
- 31. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
- 32. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City

and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, Services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or Services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 32.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five (5) years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

- 35. COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS.** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
- a. Criminal records search,
 - b. Identification verification; and
 - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform Services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:
- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
 - 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
 - 38.3 Notify each employee that as a condition of employment, the employee will (i) aProposale by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
 - 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
 - 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
 - 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

- 39. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
Kerrin Smith	Karen Ewing
Kompan, Inc.	Procurement Management Division
821 Grand Avenue Parkway	600 East Fourth Street
Pflugerville, TX 78660	Charlotte, NC 28202
Phone: 888.579.8223	Phone: 704.336.2992
Fax: 888.579.8224	Fax: 704.632.8254
E-mail: kersmi@kompan.com	E-mail: kewing@charlottenc.gov
With Copy To:	With Copy To:
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

- 40. SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
- 41. FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. Could not have been prevented by reasonable precaution;
- B. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. CONFIDENTIALITY. Each party shall adhere to the Confidentiality Terms stated in Exhibit H of this Contract.

43. MISCELLANEOUS.

- 43.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the RFP and the Proposal are relevant in resolving any ambiguities that may exist with respect to the language of this Contract
- 43.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.
- 43.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 43.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 43.8 constitutes an assignment.

- 43.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 43.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 43.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 43.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 43.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 43.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 43.11 **TAXES.** The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

- 43.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 12	"Audit"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 43	"Miscellaneous"

- 43.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 43.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 43.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.
- 43.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single Product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no

financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

43.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

43.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY:

PRINT NAME:

TITLE:

DATE:

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY:

PRINT NAME:

TITLE:

DATE:

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME:

TITLE:

DATE:

Shelter Price List #3000-2017

Item No.	Description	Diameter	Price
SII-8032D-MR29	Steel Frame, 8000 Series, Double Tier Hexagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	\$27,272
SII-8516P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24 Guage Pre-Cut Metal Roof	16'	\$9,997
SII-8524P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24 Guage Pre-Cut Metal Roof	24'	\$16,363
SII-8516-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	16'	\$10,139
SII-8524-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	24'	\$17,191
SII-8516-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	16'	\$10,935
SII-8524-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	24'	\$18,226
SII-8524DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24 Guage Pre-Cut Metal Roof	24'	\$18,592
SII-8532DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24 Guage Pre-Cut Metal Roof	32'	\$28,164
SII-8524D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	24'	\$17,168
SII-8532D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	32'	\$29,285
SII-8524D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	24'	\$20,055
SII-8532D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	\$32,040
Prices do not include freight, installation or engineered drawings			

Musical Pieces Price List #4000-2017

Item No.	Description		Price
FRN-CADENCE	13 Note Tenor Marimba	In Ground	\$3,790.00
FRN-CONTRABASSCHIMES	7 Aluminum Chimes	In Ground	\$5,678.00
FRN-DUET	18 Note Resonated Xylophone/Marimba	In Ground	\$3,726.00
FRN-IMBARIMBA	22 Note Resonated Marimba	In Ground	\$4,682.00
FRN-LILYPADCYMBALS	10 Note Aluminum Discs	In Ground	\$2,800.00
FRN-MANTARAY	36 Note Metallophone	In Ground or Surface Mount	\$4,695.00
FRN-PAGODABELLS	8 Stainless Steel Bells	In Ground	\$3,718.00
FRN-PEGASUS	23 Note Resonated Metallophone	In Ground	\$4,549.00
FRN-SWIRL	26 Note Resonated Metallophone	In Ground	\$5,652.00
FRN-TUNEDDRUMS	Set of 5 PVC Hand Drums-Normal	In Ground	\$3,218.00
FRN-TODDTUNEDDRUMS	Set of 5 PVC Hand Drums-Toddler	In Ground	\$3,609.00
FRN-YANTZEE	10 Bass Note Resonated Metallophone	In Ground	\$4,308.00
FRN-ARIA	9 Note Non-resonated Xylophone	In Ground	\$1,938.00
FRN-GRIFFIN	11 Note Resonated Metallophone	In Ground	\$3,252.00
FRN-JACK	11 Note Resonated Metallophone on molded plastic frame	In Ground	\$2,585.00
FRN-JILL	11 Note Resonated Marimba	In Ground	\$2,585.00
FRN-MELODY	9 Note Resonated Xylophone	In Ground	\$1,783.00
FRN-MERRY	11 Note Resonated Metallophone	In Ground	\$2,619.00
FRN-RHYTHM	9 Note Resonated Marimba	In Ground	\$1,783.00
FRN-PIPER	11 Note Resonated Marimba, fiberglass keys	In Ground	\$2,602.00
ENSEMBLES			
FRN-WEENOTES	Griffin, Merry & Piper	3 Weenotes	\$7,702.00
FRN-STARTER	Duet, Drums & Yantzee	3 Instruments	\$10,175.00
FRN-DELUXE	Imbarimba, Swirl, Yantzee, Drums	4 Instruments	\$15,922.00
FRN-PREMIUM	Contrabass Chimes, Imbarimba, Swirl, Pegasus, Drums	5 Instruments	\$21,194.00
FRN-SCULPTURAL	Contrabass Chimes, Lilypad Cymbals, Manta Ray, Swirl, Pagoda Bells & Aria	6 Instruments	\$21,896.00
Prices do not include freight or installation			

Park Furniture Installation Price List #5000

STATE	DESCRIPTION	RATE
INSTALLATION	Installation of Park Benches	\$270.00
INSTALLATION	Installation of Picnic Tables	\$310.00
INSTALLATION	Installation of Litter Receptacles	\$230.00
INSTALLATION	Installation of Bike Racks	\$425.00
INSTALLATION	Installation of Swing Benches	\$540.00
INSTALLATION	Installation of Planters	\$310.00
Rates are a maximum allowable percentage rate under the contract.		
Minimum Installation Fee of \$5,000.00		
Installation rates do not include Prevailing Wages. Please ask for a quote with Prevailing Wage Rates, if applicable.		
Unless otherwise noted in the quote, the installation charge includes the below: • Receiving shipment on site and off-loading equipment • Layout and excavation of footing holes for equipment provided by KOMPAN • Assembly of equipment provided by KOMPAN • Concrete footings (where applicable)		
Below is a list of services that are not automatically included in the quote for product installation, but may be available for an extra charge Please inquire with your local KOMPAN sales associate for details: • Off-site disposal of packaging from delivered equipment • Removal of excavated soil from site • Additional site excavation not involving equipment footings • Permits • Storage of Equipment • Site Fence – Security • Installation in stages • Non-standard working hours (i.e. nights, weekends, holidays)		
Unless otherwise noted, the quoted installation charge assumes the following site conditions: • Adequate access to the site for vehicles and equipment • A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material • Clear markings of play site borders and finished grade height • Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.) • All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes • If products are ordered as "surface mount" and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment. If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.		

EXHIBIT B
INSTALLATION FEES

The following Installation Fees are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.

**EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS**

The following National Network of Distributors and Installers is an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the “Contract”) between the City of Charlotte and Kompan, Inc.



U.S. Communities Supplier Information Section 7 (continued)

- By partnering with best in class suppliers of site amenities, surfacing and other associated playground products, KOMPAN ensures that we always offer the best quality and highest technologically advanced products in their class to the market.

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state:

KOMPAN's Authorized Distributors by U.S. state	
Distributor (Agency Partner)	Territory by State
ABC Playgrounds	Arkansas
All Play+	Pennsylvania
American Athletix	Ohio, Michigan
Creative Recreational Design, Inc.	New Mexico
Custom Playground Solutions	Missouri
Highwire	Washington, Hawaii, Alaska
Imagine Nation	Illinois, Iowa
K2 Recreation	Oregon, Idaho, Washington
Latta's	West Virginia
Meaning 2 Play	South Carolina
Playspace Design	Utah, Idaho, Montana, Nevada
Practice Sports	Nebraska
Recreation Insights	Kentucky, Indiana
Recreation Republic	California
Summit Recreation	Colorado, Wyoming
Ultimate Playgrounds	Wisconsin, Minnesota, North Dakota, South Dakota
Versa Sport	Kansas



Scope of Services Section 4

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

IPEMA certificates for the sample playgrounds are attached, labeled Exhibit 28

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

WEST ZONE	
Installer Name	Installer Address
PSI	1747 Colgate Dr. Thousand Oaks, California 91360
Central Coast Playgrounds	4285 Parkdale Lane, Santa Maria, California 93455
Cicero Engineering	1372 East Valencia Drive, Fullerton, California 92831
Who Built Creative	P.O. Box 5207, Petaluma, California 94955
Zasuetta Contracting Inc.	Po Box 866, Spring Valley, California 91976
Recreation Science	1310 Sierra Oaks Lane, Colfax, California 95713
T.J Janca Construction Inc.	2328 N. Batavia Street, Orange County, California 92865-2026
Playgrounds Unlimited	980 Memorex Dr. Santa Clara, California 95050
Perpetual Parks and Playgrounds	43407 Tylman Street, Temecula, California 95292
Creative Contractors	PO Box 80784, Rancho Santa Margarita, California 92688

(list continued next page...)

Scope of Services Section 4 (continued)

WEST ZONE	
Installer Name	Installer Address
Creekmore Recreation Specialists	3203 California Ave, Carmichael, California 95608
K2 Recreation Inc.	7227 N Philadelphia St #403, Portland, Oregon 97203
Takamine Construction	851 Leilani Street, Hilo, Hawaii 96720
Cascade Mini Excavating Inc.	1266 Bay Loop Southwest, Tumwater, Washington 98512
Cascadian Landscaping	21510 NW Farm Park Dr. Hillsboro, Oregon 97124
Community Playgrounds	200 Commercial, Vallejo, California 94589
G.R. Morgan Construction	10536 S.W. 25th Avenue, Portland, Oregon 97219
Goto Construction Inc.	42-273 Old Kalanianaʻole Hwy, Kailua, Hawaii 96734
Jayne's Brothers	704 Cayo Grande Court, Newbury Park, California 91320
R&R Construction Inc.	P.O. Box 8236, Bonney Lake, Washington 98390
Playco Park Builders Inc.	155 South Garrison Street, Lakewood, Colorado 94954
Progressive Playgrounds	12784 N. 3rd Street, Parker, Colorado 80134
Quality Time Recreation	PO Box 471, Clearfield, Utah 84089

(list continued next page...)





Scope of Services Section 4 (continued)

CENTRAL ZONE	
Installer Name	Installer Address
Midwest Playground Contractors	500 N. Pine St Suite 104, Chaska, Minnesota 55318
PG Playgrounds	5615 E. Huffman Drive , Kechi, Kansas 67067
Pro Installation Plus	5807 Hibiscus Trail, Crystal Lake, Illinois 60012
Vela Construction	24830 Outer Dr. Lincoln, Michigan 48146
Versasport	2705 N. Pepper Ridge, Wichita, Kansas 67205

EASTERN ZONE	
Installer Name	Installer Address
Avon Corporation	5621 Vine Street, Alexandria, Virginia 22310
Buzz Burger Inc.	500 S Whitehorse Rd, Phoenixville, Pennsylvania 19428
Custom Park Services	8019 E. Old Jessup Road, Jessup, Maryland 20794
Gassner Contracting	122 Markle Road, Belle Vernon, Pennsylvania 15012
Green Acres Landscape & Construction Co. Inc.	21 Malbone Street, Lakeville, Massachusetts 02347
Level Ground	6251 80th Street, Middle Village, New York 11379
Meaning 2 Play	106 Casco Bay Rd, Irmo, South Carolina 29063
P&J Lawn Landscaping Inc.	P.O. Box 104, Harwington, Connecticut 06791

(list continued next page...)

Scope of Services Section 4 (continued)

EASTERN ZONE	
Installer Name	Installer Address
P&P Installations	617 Tim Hill Rd (P.O Box 222), Marathon, New York 13803
Pat Corsetti Inc.	610 Fenimore Ave, Mamaroneck, New York 10543
Playtime Installs LLC	501 Maplewood Ave., Mohnton, Pennsylvania 19540
Probuilt	P.O. Box 991, Marshfield, Massachusetts 02050
Reale Associates Inc.	PO Box 2316, Ocean Bluff, Massachusetts 02065
Reese Construction	3720 Lucky Dr. Apex, North Carolina 27539
Rich Picerno Builders	500 Hoiles Drive, Kenilworth, New Jersey 07033
UA Construction	71 West 23rd Street, New York, New York 10010
Dicarlo Home Improvements	9974 Blackberry Lane, Great Falls, Virginia 22066

MULTIPLE ZONE	
Installer Name	Installer Address
Evans Recreation	P.O. Box 42607, Las Vegas, Nevada 89116
Playgrounds of the Rockies	3295 South Fairplay St, Aurora, Colorado 80014
Green Apex Roofing & Construction LLC	5333 Richmond Ave #15, Houston, Texas 77056
JP and Sons Contracting Inc.	18937 E Vía Del Verde, Queen Creek, Arizona 85142
Michigan Recreational Construction Inc. (MRC)	P.O. Box 2127, Brighton, Michigan 48116
Precision Playgrounds Holdings	6440 Southpoint Parkway, Floor 3, Jacksonville, Florida 32216
The Playground Guys Inc.	5600 SE Lamay Drive, Stuart, Florida 34997



EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

All freight charges are prepaid to the carrier by KOMPAN and added to the invoice as a separate line item to the customer.

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.



Scope of Services Section 4 (continued)

4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Warranty documents for all proposed products attached.

Warranty Response Time	
Product	Response Time
KOMPAN Playground Equipment	4 -8 business days*
KOMPAN Outdoor Fitness Equipment	4 -8 business days*
Engineered Wood Fiber	5 business days
Pour In Place Rubber	5-10 business days
Rubber Mulch	5 business days
Artificial Turf	5-10 business days
Rubber Tiles	5-10 business days
Site Amenities	5-10 business days
Shelters	5-10 business days
Shades	5-10 business days
Installation Services	1- 3 business days
	*For customized or discontinued products additional time may be required.

2. Warranty period start date. The City desires the warranty start at the time of substantial completion. KOMPAN's Warranty period start date will be at time of substantial completion.

3. Availability of replacement parts.

Replacement parts will at the minimum, be available for the duration of the warranty period.

4. Life expectancy of equipment under normal use.

KOMPAN has been producing playground equipment since the 1970's and we still have some equipment in the field from that time period. Local climate conditions, maintenance, and usage can affect the life expectancy of equipment. Equipment is built to last through several generations, and can last over 20 years if properly maintained.

The life expectancy of surfacing products is based on the climate, environment, proper drainage, usage and maintenance. The minimum life expectancy matches the number of years the product is under warranty. Site amenities have varied life expectancy based upon the type of materials and the care and maintenance of the product. The minimum life expectancy matches the number of years the product is under warranty.

5. Detailed information as to proposed return policy on all equipment.

Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items

**EXHIBIT F
SCOPE OF SERVICES**

The following Scope of Work is an Exhibit to and incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
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ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
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ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.
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ASTM F2049-11 Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.

ASTM F2075 Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency. Some parts may take longer than two weeks, and that will be communicated at the time the order is placed.

4.6 Surfacing Material.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on limited number of configurations, with no up charge. Participating Public Agencies should consult with their local Sales Representative for Lead times for specific products as times vary based upon type of product.
 - a. Most of the Company's bestselling Products are stocked in our Middletown, Pennsylvania storage facility and can be shipped for immediate delivery – one to seven days, dependent upon the delivery location.
 - b. 64% of the Company's Products will be shipped for delivery from the east coast within five weeks.
 - c. 26% of the Company's Products will be shipped for delivery from the east coast within eight weeks.
 - d. The remaining 10% of the Company's Products have delivery times that are dependent on the customizations, color and material selections as these Products are highly specialized and a result of project collaboration with the customer.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.

Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.

Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.

The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.

The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.

The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.

The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment; 3) Site Accessories; 4) Surfacing Materials; 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID

3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
 - Number of ground level components
 - Number of accessible ground level components
 - Number of elevated components
 - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used.**

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT H CONFIDENTIALITY TERMS

This Exhibit H is an exhibit to the Contract to Provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Kompan.Inc., a corporation doing business in North Carolina (the "Company"). Unless otherwise stated in this Exhibit, the defined terms stated herein shall have the same meanings ascribed to them in the main body of the Contract.

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information, in any medium (whether written, oral or electronic), obtained from the City or the Company or any of their respective suppliers, contractors or licensors which falls within any of the following general categories:
 - 1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or the Company or any of their respective suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
 - 1.2. *Information marked "Confidential" or "Proprietary."*
 - 1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*
 - 1.4. *Any attorney / client privileged information disclosed by either party.*
 - 1.5. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.*
 - 1.6. *Personal identifying information about individuals that the City is prohibited from disclosing by law, including:*
 - (a) Social security or employer taxpayer identification numbers.
 - (b) Drivers license (drivers license numbers are not included if the number appears on law enforcement records), State identification card, or passport numbers.
 - (c) Checking account numbers.
 - (d) Savings account numbers.
 - (e) Credit card numbers.
 - (f) Debit card numbers.
 - (g) Personal Identification (PIN) Code as defined in G.S. 14-113.8(6).
 - (h) Digital signatures.
 - (i) Any other numbers or information that can be used to access a person's financial resources.
 - (j) Biometric data.
 - (k) Fingerprints.
 - (l) Passwords.
 - 1.7. *The security features of the City's electronic data processing systems, information technology systems, telecommunications networks, and electronic security systems,*

including passwords, security standards, security logs, procedures, processes, configurations, software and codes.

- 1.8. *Local tax records of the City that contain information about a taxpayer's income or receipts.*
- 1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 1.10. *Building plans of City-owned buildings or structures, as well as specific details of public security plans.*
- 1.11. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 1.12. *Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).*
- 1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

The information described in Sections 1.1 through 1.13 is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Exhibit H.

The parties acknowledge that Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

Notwithstanding the above, contracts between the Company and the City are not Confidential Information and will be considered public records, except for attached exhibits that: (a) meet the legal requirements for trade secrets; and (b) are clearly identified as such.

2. RESTRICTIONS AND REQUIREMENTS. Each party shall comply with the following restrictions and requirements regarding Confidential Information:

- 2.1. Neither party shall copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by written agreement of the parties or by the written consent of the other party.
- 2.2. Neither party shall, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party, other than an agent, subcontractor or vendor of the City or the Company who: (a) has a need to know such Confidential Information for purposes contemplated by this Contract, and (b) has executed a confidentiality agreement incorporating substantially the form of this Exhibit H. Notwithstanding the foregoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent.

- 2.3. Neither party shall use any Confidential Information of the other for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- 2.4. Neither party shall remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- 2.5. Each party shall use reasonable efforts to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the party upon which the demand is made shall notify the other party of the demand, and shall cooperate with and reasonably assist the other party in seeking a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information.
- 2.8. Each party shall restrict employee access to the Confidential Information of the other party to those employees having a need to know for purposes of carrying out the business relationships contemplated by this Contract.
- 2.9. The Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
- 2.10. Each party shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Exhibit H. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Exhibit H, including compliance with the City's Restricted Data Policy.
- 2.11. The Company shall further ensure that each person who obtains access to Confidential Information through the Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Exhibit H and the City's Restricted Data Policy.
3. **EXCEPTIONS.** The disclosing party to this Contract agrees that the receiving party ("Recipient") shall have no obligation with respect to any Confidential Information that the Recipient can establish:
 - 3.1. was already known to Recipient prior to being disclosed by the disclosing party;
 - 3.2. was or becomes publicly known through no wrongful act of Recipient;

- 3.3. was rightfully obtained by Recipient from a third party without similar restriction and without breach hereof;
 - 3.4. was used or disclosed by Recipient with the prior written authorization of the other party;
 - 3.5. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Recipient shall first give to the other party notice of such requirement or request;
 - 3.6. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Recipient shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
4. **DATA.** The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under this Contract (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
5. **PUBLIC RECORDS.** Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that the City is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any Confidential Information that is a public record under North Carolina law may be released and disclosed by the City pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Contract, nor shall the City be liable to the Company for such release or disclosure.

In the event the City receives a request for disclosure of Confidential Information which the Company has specifically marked "Confidential" or "Proprietary" the City shall give the Company written notice of such request (the "Notice of Request for Disclosure"). In the event the Company has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the Company shall within ten (10) days after receipt of the Notice of Request for Disclosure notify the City in writing of its objection to disclosure and the basis therefor. The Company shall indemnify, defend and hold harmless the City from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by the City in connection with any refusal by the City to disclose Confidential Information after receiving an objection to disclosure from the Company. If the City receives no written objection from the Company within ten (10) days after the Company's receipt of a Notice of Request for Disclosure, the City shall disclose the Confidential Information referenced in the Notice of Request for Disclosure.

Notwithstanding the foregoing, the parties agree that the computer database information that the City is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that the City shall be entitled to disclose such information without notice to the Company.

6. **REMEDIES.** Each party acknowledges that the unauthorized disclosure of the Confidential Information of the other will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party

shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

Nothing in this Contract shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information, except as the provisions of this Contract expressly authorize the release of Confidential Information.

KOMPAN Playground and Outdoor Fitness Equipment Installation Price List #200- 2017

STATE	DESCRIPTION	RATE
ALABAMA	INSTALLATION SERVICES	39.00%
ALASKA	INSTALLATION SERVICES	50.00%
ARIZONA	INSTALLATION SERVICES	50.00%
ARKANSAS	INSTALLATION SERVICES	39.00%
CALIFORNIA	INSTALLATION SERVICES	50.00%
COLORADO	INSTALLATION SERVICES	45.00%
CONNECTICUT	INSTALLATION SERVICES	45.00%
DELAWARE	INSTALLATION SERVICES	45.00%
DC	INSTALLATION SERVICES	45.00%
FLORIDA	INSTALLATION SERVICES	39.00%
GEORGIA	INSTALLATION SERVICES	39.00%
HAWAII	INSTALLATION SERVICES	50.00%
IDAHO	INSTALLATION SERVICES	45.00%
ILLINOIS	INSTALLATION SERVICES	45.00%
INDIANA	INSTALLATION SERVICES	45.00%
IOWA	INSTALLATION SERVICES	45.00%
KANSAS	INSTALLATION SERVICES	45.00%
KENTUCKY	INSTALLATION SERVICES	39.00%
LOUISIANA	INSTALLATION SERVICES	45.00%
MAINE	INSTALLATION SERVICES	45.00%
MARYLAND	INSTALLATION SERVICES	45.00%
MASSACHUSETTS	INSTALLATION SERVICES	45.00%
MICHIGAN	INSTALLATION SERVICES	45.00%
MINNESOTA	INSTALLATION SERVICES	45.00%
MISSISSIPPI	INSTALLATION SERVICES	45.00%
MISSOURI	INSTALLATION SERVICES	39.00%
MONTANA	INSTALLATION SERVICES	50.00%
NEBRASKA	INSTALLATION SERVICES	45.00%
NEVADA	INSTALLATION SERVICES	45.00%
NEW HAMPSHIRE	INSTALLATION SERVICES	45.00%
NEW JERSEY	INSTALLATION SERVICES	45.00%
NEW MEXICO	INSTALLATION SERVICES	45.00%
NEW YORK	INSTALLATION SERVICES	45.00%
NORTH CAROLINA	INSTALLATION SERVICES	39.00%
NORTH DAKOTA	INSTALLATION SERVICES	45.00%
OHIO	INSTALLATION SERVICES	45.00%
OKLAHOMA	INSTALLATION SERVICES	39.00%
OREGON	INSTALLATION SERVICES	45.00%
PENNSYLVANIA	INSTALLATION SERVICES	45.00%
RHODE ISLAND	INSTALLATION SERVICES	45.00%
SOUTH CAROLINA	INSTALLATION SERVICES	39.00%
SOUTH DAKOTA	INSTALLATION SERVICES	45.00%
TENNESSEE	INSTALLATION SERVICES	39.00%
TEXAS	INSTALLATION SERVICES	39.00%
UTAH	INSTALLATION SERVICES	45.00%

KOMPAN Playground and Outdoor Fitness Equipment Installation Price List #200- 2017

STATE	DESCRIPTION	RATE
VERMONT	INSTALLATION SERVICES	45.00%
VIRGINIA	INSTALLATION SERVICES	45.00%
WASHINGTON	INSTALLATION SERVICES	39.00%
WEST VIRGINIA	INSTALLATION SERVICES	45.00%
WISCONSIN	INSTALLATION SERVICES	45.00%
WYOMING	INSTALLATION SERVICES	50.00%
Rates are a maximum allowable percentage rate under the contract.		
Minimum Installation Fee of \$5,000.00		
Installation is calculated based on retail list price of equipment.		
Unless otherwise noted in the quote, the installation charge includes the below: • Receiving shipment on site and off-loading equipment • Layout and excavation of footing holes for equipment provided by KOMPAN • Assembly of equipment provided by KOMPAN • Concrete footings (where applicable)		
Below is a list of services that are not automatically included in the quote for equipment installation, but may be available for an extra charge Please inquire with your local KOMPAN sales associate for details: • Demolition/removal of existing equipment, surfacing, etc. • Off-site disposal of packaging from delivered equipment • Removal of excavated soil from site • Installation of resilient surfacing • Installation of playground borders • Additional site excavation not involving equipment footings • Permits • Storage of Equipment • Site Fence – Security • Installation in stages • Non-standard working hours (i.e. nights, weekends, holidays)		
Unless otherwise noted, the quoted installation charge assumes the following site conditions: • Adequate access to the site for vehicles and equipment • A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material • Clear markings of play site borders and finished grade height • Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.) • All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes • If products are ordered as "surface mount" and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment. If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.		

REQUEST FOR QUALIFIED PURCHASE (waiver of competitive process)

***** **THIS SECTION FOR PURCHASING AND CAO ONLY** *****

FILE NUMBER (assigned by Purchasing only): BMS027277

RECOMMENDED: ☒ DENIED: ☐ Lisa Farlow 07-01-2026 (SIGNED/DATED PURCHASING AGENT)
(a denial requires a written explanation)

APPROVED: ☒ DENIED: ☐ Fred Gee 07/01/2026 SIGNED/DATED CAO

COMPLETE EACH SECTION BELOW & THE JUSTIFICATION MEMO ATTACHED.
THEN SUBMIT FOR APPROVAL BEFORE CREATING A REQUISITION.

REMINDER: Purchases made from state or cooperative bids do not require this form.

PURCHASE INFORMATION

PROPOSED VENDOR & ITEM(S) TO PURCHASE: GPIC Basketball Court Paving Replacement

ESTIMATED AMOUNT (attach quote or applicable backup) \$ 40,000

PRIOR QP NUMBER: (N/A if not applicable. Any existing agreement/contract must also be provided) _____

REASON FOR WAIVER REQUEST

- ☐ **SOLE SOURCE** (the only vendor that exists. Sole Source letter required)
☐ **SINGLE/SPECIAL SOURCE** (only one unique vendor, among many)
☒ **TIME CRITICAL** (explain why this could not have been reasonably anticipated in the ADDITIONAL INFORMATION section of memo)
☐ **REQUIRED** to come immediately into compliance with federal, state or local laws or codes
☐ **NECESSARY** to avoid complete loss of funds made available by non-city public or private funding sources

INTEGRITY AFFIDAVIT

EVERY CONTRACTING OFFICER THAT IS REQUESTING A QUALIFIED PURCHASE PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, as amended), MUST FULLY AND ACCURATELY COMPLETE AND ATTEST TO THIS SECTION.

Name of Contracting Officer: JORGE GARCIA

Contracting Officer's email address: JGARCIA3@BRIDGEPORT.EDU.NET

Department: BBOE FACILITIES Title: CHIEF OPERATING OFFICER Phone Number: x 275-2730

The undersigned hereby attests that the following statements are true, correct, and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| a) I have a personal or business relationship with the vendor or contractor being selected.
(If yes, attach detailed explanation)
(If yes, Purchasing will contact the Office of City Attorney for a conflict analysis) | ☐ | ☒ |
| b) I have made all reasonable attempts to ensure that this procurement is in the best interest of the City | ☒ | ☐ |

[Signature] (Signature -Contracting Officer/Manager)

Dated: 6/25/16

[Signature] (Signature -Department Head or BOE Authorized Personnel)

Dated: 06/25/2016

BE ADVISED: It is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements as the established purchasing ordinance is being waived in this instance.

PLEASE NOTE:

QUALIFIED PURCHASES OVER \$25,000 REQUIRE A CONTRACT, PER SECTION K OF 3.08.070
PLEASE CHECK WITH THE CITY ATTORNEY'S OFFICE, AFTER QP APPROVAL, BUT PRIOR TO
EMCUMBERING FUNDS.

IF THERE IS A PROPOSED VENDOR CONTRACT, SUBMIT AN UNSIGNED COPY AS PART OF YOUR QUALIFIED PURCHASE REQUEST.

REQUEST FOR QUALIFIED PURCHASE

JUSTIFICATION MEMO

TO: Purchasing Agent

SIGNED (Contracting Officer):

DATE:

6/15/14

- WHAT IS BEING PURCHASED AND WHY IS A QUALIFIED PURCHASE NECESSARY?
(provide supporting documents):

The exterior basketball court at Blackham School is in disrepair. It has become a hazard. The department reached out to three vendors to obtain pricing. See attached quotes.

- IF PURCHASE IS ESTIMATED TO BE **LESS** THAN \$25,000.00, EXPLAIN WHY THE INFORMAL QUOTE PROCESS IS NOT BEING UTILIZED

- IF PURCHASE IS ESTIMATED TO BE **MORE** THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID? (without valid justification, you may be required to go out to bid)

We obtained three quotes, but they were over the informal purchase threshold. The court is in disrepair and is hazardous.

- WHAT BUDGET IS APPROVED FOR THESE REQUESTED GOODS OR SERVICES?

Choose corresponding budget option listed below:

Operating ☐

Capital ☒

Grant ☐

(provide any additional necessary information below):

- **NOTE:** IF GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

ADDITIONAL INFORMATION/EXPLANATION (if any)

NOTE: FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN A REJECTION OF THE REQUEST



225 Knowlton Street • Bridgeport, CT 06608 • (203) 334-2300

PROPOSAL SUBMITTED TO: BOE Operations Center Attn: Alan	PHONE: (203) 331-2421	DATE: 6/8/2026
STREET: 1085 Connecticut Ave	JOB NAME: BOE - Blackham School	
CITY, STATE and ZIP CODE: Bridgeport, CT 06607	JOB LOCATION: 425 Thorne St, Bridgeport	
EMAIL: aporzelt@bridgeportedu.net		

Thank you for the opportunity to submit our proposal for the following work:

Basketball Court: Approximately 95' x 70'

- Remove and reinstall chain link fence for equipment access
- Sawcut limits of asphalt court
- Peel / Scrape off all of existing rubber sports court coating
- Load into dumpsters and haul away
- Clean entire area
- Restripe 2 new basketball courts

\$ 11,400.00

Affirmative Action - An Equal Opportunity Employer

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Eleven thousand four hundred and 00/100----- dollars (\$ 11,400.00).

Payment to be made as follows:

1/2 deposit due with signed contract, balance due upon completion.

All work is guaranteed to be as specified and to be completed in a workmanlike manner according to standard practices. Application methods and materials may vary depending on specific conditions. Any alterations or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents and delays beyond our control. Our workers are fully covered by Workers Insurance. G. Pic and Sons Construction Co. is not responsible for damage done to unmarked utilities, public or private, including but not limited to invisible fencing and water sprinkler systems. G. Pic and Sons is not responsible for rock, ledge, extreme water conditions, testing materials, or surveying. All material pricing is subject to change at any time. Any permits above \$100 and administrative time for obtaining permits exceeding one hour will be billed accordingly. Traffic control by others or at additional cost when provided by G. Pic and Sons. G. Pic and Sons cannot guarantee reflective cracking of an overlay or surface runoff in areas with grades of less than 2% or correction of ponding in previous problem areas. Note: This proposal may be withdrawn by us if not accepted within 30 days.

Major Contractor License #MCO. 0901767
New Home Construction Contractor License #NHC. 0002708

Authorized Signature: _____

Abba Rodak

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. You the buyer may cancel this transaction at any time prior to midnight on the third business day after the Date of Acceptance of this transaction. See the notice of cancellation on the reverse side of this Contract for an explanation of this right.

Signature: _____

Signature: _____

Date of Acceptance: _____

Date of Cancellation: _____



225 Knowlton Street • Bridgeport, CT 06608 • (203) 334-2300

PROPOSAL SUBMITTED TO: BOE Operations Center Attn: Alan	PHONE: (203) 331-2421	DATE: 6/8/2026
STREET: 1085 Connecticut Ave	JOB NAME: BOE - Blackham School	
CITY, STATE and ZIP CODE: Bridgeport, CT 06607	JOB LOCATION: 425 Thorne St, Bridgeport	
EMAIL: aporzelt@bridgeportedu.net		

Thank you for the opportunity to submit our proposal for the following work:

Basketball Court: Approximately 95' x 70'

- Remove existing asphalt court
- Install process gravel as necessary
- Fine grade and compact
- Pave 1 layer 2 1/2" Class 2 Asphalt

\$ 24,200.00

Affirmative Action - An Equal Opportunity Employer

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twenty-four thousand two hundred and 00/100-----dollars (\$ 24,200.00).

Payment to be made as follows:

Due upon completion.

All work is guaranteed to be as specified and to be completed in a workmanlike manner according to standard practices. Application methods and materials may vary depending on specific conditions. Any alterations or deviation from above specifications involving extra cost will be executed only upon written or verbal orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents and delays beyond our control. Our workers are fully covered by Workers Insurance. G. Pic and Sons Construction Co. is not responsible for damage done to unmarked utilities, public or private, including but not limited to invisible fencing and water sprinkler systems. G. Pic and Sons is not responsible for rock, ledge, extreme water conditions, testing materials, or surveying. All material pricing is subject to change at any time. Any permits above \$100 and administrative time for obtaining permits exceeding one hour will be billed accordingly. Traffic control by others or at additional cost when provided by G. Pic and Sons. G. Pic and Sons cannot guarantee reflective cracking of an overlay or surface runoff in areas with grades of less than 2% or correction of ponding in previous problem areas. Note: This proposal may be withdrawn by us if not accepted within 30 days.

**Major Contractor License #MCO. 0901767
New Home Construction Contractor License #NHC. 0002708**

Authorized Signature: _____

[Handwritten Signature]

Acceptance of Contract - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. You the buyer may cancel this transaction at any time prior to midnight on the third business day after the Date of Acceptance of this transaction. See the notice of cancellation on the reverse side of this Contract for an explanation of this right.

Signature: _____

Signature: _____

Date of Acceptance: _____

Date of Cancellation: _____



ASPHALT, CONCRETE & UNDERGROUND UTILITY WORK
300 Sperry Avenue
Stratford, CT 06615 (203) 375-1383

Residential & Commercial Installation Proposal

Date of Proposal: 6/19/2026

ATTN: Blackham School
425 Thorne Street
Bridgeport , CT

Thank You for allowing Burns Construction Company, Inc. the opportunity to provide you with a quote on your project. After reviewing the plans and the site we are pleased to offer the following scope of work:

Work Inclusions:

TASK	PRICE
Estimate 1- Remove and Replace asphalt Basketball court, Approx 7,104 S.F. Acquiring proper CBYD ticket Remove asphalt and subbase (if needed) on existing driveway. Install 3" of Driveway mix asphalt and compact with vibratory roller to 2 ½". Line striping included	\$37,471.00 Plus tax

Tax Exempt: Y or N	Exemption Certification:
---------------------------	---------------------------------

* Residential – Paving activities are non-taxable, landscape activities (patios & masonry) are taxable
* Commercial – All activities are taxable unless tax exemption is provided

Pre-Tax Total: \$37,471.00

Description: If additional work is requested, please contact your sales rep or the Burns

Excluded from our proposal are any unforeseen unsuitable soils & rock ledge excavation

“Paving your way since 1957.”



PAYMENTS:

50% DEPOSIT and 50% UPON COMPLETION.

**FINAL PAYMENT PLUS SALES TAX (IF APPLICABLE) IS DUE UPON
COMPLETION**

Thank you for this opportunity to be of service. If you have any questions, please do not hesitate to call.

Regards,

AJ Pires
Estimator

SIGNATURE: _____

Acceptance of Proposal

The above prices, specifications, & conditions are satisfactory and are hereby accepted. We are authorized to do the work as specified in the proposal above. Payments will be made in accordance with schedule outlined above in the proposal. In the event the account goes unpaid after completion of all work the cost of collection and attorney fees may be assessed to the balance due. Signer agrees not to hold Burns Const. Co. responsible for any damage done to sidewalks or unmarked utilities.

ACCEPTED BY: _____
(PRINT)

AUTHORIZED SIGNATURE: _____

DATE: _____

****NOTE: THIS PROPOSAL IS VALID FOR 30 DAYS. PROPOSALS MAY BE WITHDRAWN BY
BURNS CONSTRUCTION COMPANY, INC. IF NOT ACCEPTED WITHIN THAT TIME**

FRAME"

"Paving your way since 1957."





Outlook

Blackham Basketball Court

From Summer Berube <SumBer@Kompan.com>

Date Wed 6/3/2026 11:29

To Porzelt, Alan Jr <aporzelt@bridgeportedu.net>

Caution: EXTERNAL E-MAIL: This originated from outside Bridgeport Schools. Do not click any links or attachments unless you trust the sender and know the content is safe.

Hi Alan,

Thank you for reaching out regarding the basketball court project at Blackham school. Kompan cannot take on the scope of work necessary to clear the site and supply new surfacing. We wish the city the best on the project and hope we can work together in the future.

Best regards / Let's play

Summer Berube

Direct Sales Representative

860-705-8970

KOMPAN Inc.

United States

www.kompan.com





DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS)

Office of School Construction Grants & Review (OSCG&R)

REQUEST FOR REVIEW OF FINAL PLANS FORM SCG-042

STATUTORY REF.: C.G.S. Sections 10-282, 10-283, 10-291, 10-294, 10-292

DISTRICT NAME: Bridgeport	FACILITY NAME AND ADDRESS: John Winthrop Elementary School 85 Eckart Street Bridgeport, CT 06606	STATE PROJECT NUMBER: 015-0182 RAN/FA PHASE NUMBER: 2 of 3
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Estimated date* to begin construction 2/29/26 Estimated date to complete construction 3/1/26

* NOTE: Construction must begin within 2 years of grant commitment date to maintain grant eligibility.

Certification of Approval dates:

	Final Plans & Prof. Cost Estimate	Site Approval (if applicable)
Local Board of Education	<u> / / </u>	<u> / / </u>
School Building Committee	<u> / / </u>	<u> / / </u>

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated 5/1/26, and the **professional cost estimate**, completed in accordance with Level 3 of ASTM International Standard E1557, Standard Classification of Building Elements and Related Sitework-UNIFORMAT II for this project, dated 5/18/26, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:

<u>Jennifer Perez</u>	_____	_____
Chairperson's Name (Type or print)	Signature	Date

For the School Building Committee:

<u>Ernest Newton</u>	_____	_____
Chairperson's Name (Type or print)	Signature	Date

** Signature dates cannot precede the date on the submitted plans.

For the Project Architect/Engineering Firm:

<u>Patricius Architects</u>	_____	_____
Firm Name (Type or print)	Signature	Telephone No.

We hereby request a review of the final Project Plans, Project Manual, Ineligible and Limited Eligible Costs Worksheet (ICW) FORM SCG-4000, and professional cost estimate as noted above. Copies of all the above referenced documents are either attached, or available.

<u>Dr. Royce Avery</u>	_____	_____
Superintendent's Name (Type or print)	Signature	Date

NOTE: NO PHASE OF THIS SCHOOL CONSTRUCTION PROJECT SHALL GO OUT TO BID, AND NO PURCHASE ORDER OVER \$10,000.00 SHALL BE ISSUED, UNTIL YOU HAVE RECEIVED WRITTEN NOTIFICATION FROM THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) INDICATING APPROVAL OF FINAL PLANS, PROJECT MANUAL, AND COST ESTIMATE.

FORM SCG-042 Request for Review of Final Plans

State Project No. 015-0182 RRV/26

Project Name: John Winthrop Elementary School

Name of Contact Person: <u>Harry Schilling</u>	Telephone: <u>860-661-0816</u>	Date: <u>4/3/26</u>
---	-----------------------------------	------------------------

Certifications of Local Approval:

I certify that I have local jurisdiction over the **State Building Code** and that the plans and project manual dated 5/1/26 for the above referenced project comply with all applicable building codes.

Sean Masri

Local Building Official's Name

Signature

Date

I certify that I have local jurisdiction over the **State Fire Safety Code** and that the plans and project manual dated 5/1/26 for the above referenced project comply with all applicable fire codes.

Joe Beane

Local Fire Marshal's Name

Signature

Date

I certify that I have local jurisdiction over the **State Health Code** and that the plans and project manual dated 5/1/26 for the above referenced project comply with all applicable health codes.

Dr. Elizabeth R. ...

Local Health Official's Name

Signature

Date

I certify that I have local jurisdiction over **Section 504 of the Rehabilitation Act of 1973**, and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated 5/1/26 for the above referenced project comply with all applicable accessibility codes.

Alma ...

Local Federal 504 Official's Name

Signature

Date

- NOTES:**
- 1.) THE CERTIFICATIONS OF LOCAL APPROVAL NOTED ABOVE MUST BE OBTAINED, AND ARE REQUIRED TO BE PROVIDED, PRIOR TO RECEIVING APPROVAL-TO-BID BY THE STATE DEPARTMENT OF ADMINISTRATIVE SERVICES (DAS) FOR THIS PROJECT. IF THESE CERTIFICATIONS CANNOT BE OBTAINED LOCALLY, PLEASE CONTACT THE DAS, OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) FOR ASSISTANCE.
 - 2.) THE OFFICE OF SCHOOL CONSTRUCTION GRANTS & REVIEW (OSCG&R) APPROVED PROJECT PLANS, PROJECT MANUAL AND COST ESTIMATE MUST BE KEPT ON FILE AT THE LOCAL BOARD OF EDUCATION OFFICE UNTIL THE FINAL GRANT PAYMENT HAS BEEN MADE AND THE DAS AUDIT IS COMPLETE ON THIS PROJECT.
 - 3.) ORIGINAL SIGNATURES ARE REQUIRED ON THIS FORM. IF ORIGINAL SIGNATURES ARE NOT AVAILABLE AT THE PLAN REVIEW MEETING, MAIL OR OVERNIGHT DELIVER THIS COMPLETED FORM TO:
The Office of School Construction Grants & Review
450 Columbus Blvd., Suite 1503
Hartford, CT 06103

Owner/Contractor Agreement

For Re-Pipe Chilled Beam/Hot Water Coils at Fairchild Wheeler School- the "Project" QP# BMS024277

THIS AGREEMENT, made and entered into this ____ day of July, 2026 between the

CITY OF BRIDGEPORT

Acting through the

BRIDGEPORT BOARD OF EDUCATION FACILITIES

45 Lyon Terrace, Bridgeport, Connecticut 06604

hereinafter referred to as the "City" or "Owner"

And

MCKENNEY MECHANICAL CONTRACTORS, INC.

15 Commerce Road

Newtown, CT 06470

hereinafter referred to as the "Contractor",

commits each party to the terms and conditions set forth below:

ARTICLE 1

THE CONTRACT DOCUMENTS

All capitalized terms, unless otherwise defined herein, shall have the meanings assigned to them in the Contract Documents (defined below) and more specifically in the General Conditions. Except for titles, subtitles, headings, running headlines, table of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract (collectively, the "**Contract Documents**"). The Contract Documents include all of the documents identified below, which are incorporated by reference herein as if set forth herein with full legal force and effect, which documents shall supersede any other listing of the Contract Documents contained in any other document. The Contract Documents include the following, which shall be more specifically described and mutually agreed upon prior to the execution of this Agreement:

1. Approved Request for Qualified Purchase #BMS024277
2. Contractor's Proposed Bid CWB073245 dated 06/25/2026
3. This Agreement
4. City of Bridgeport General Conditions for Construction, Rev. Feb, 2026

The Contract Documents represent the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

The City's representative for this Project, at the inception of this Agreement, is **Jorge Garcia** (the "**Construction Manager**"). The Contractor's on-site authorized representative, at the inception of this Agreement, is **Paul Marini**. Any change to such representatives shall be set forth in a written notice to all other parties.

ARTICLE 2 **THE WORK**

The Contractor shall furnish all materials and labor to perform all the Work in accordance with the Contract Documents ("**Work**") except to the extent specifically indicated in the Contract Documents to be the responsibility of others. The Work shall include, but not be limited to, the following work associated with re-piping of hot water coils at Fairchild Wheeler School:

- 1) Disconnect power. Lock out / tag out during repairs.
- 2) Valve off main heating and chilled water valves.
- 3) Drain glycol.
- 4) Cut out braided hoses which have been leaking and pulling apart.
- 5) Install ball valves and re-pipe as needed.
- 6) Insulate new pipe and fittings as needed.
- 7) Purge air and re-start
- 8) Restore power and test for proper operation.

ARTICLE 3 **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

3.1 The date of commencement is the date from which the Contract Time is measured and shall be the date fixed in the Notice to Proceed issued by the City.

3.2 The Contractor shall achieve Substantial Completion of the Work not later than One hundred eighty (180) days from the commencement dated fixed in the Notice to Proceed, subject to adjustments of the Contract Time as provided in the Contract Documents.

ARTICLE 4 **CONTRACT SUM**

4.1 The City shall pay the Contractor in current funds for the Contractor's performance of the Work under this Agreement the sum of lump sum price of **Ninety Four Thousand Five Hundred Dollars (\$94,500.00)** ("**Contract Sum**") subject to additions and deductions as provided in the Contract Documents. This shall cover the cost of all parts, material and labor for the re-piping of 88 chilled beam/hot water coils.

ARTICLE 5

PAYMENT

5.1 Based upon requisitions for payment with all required back-up documents prepared by the Contractor, the City shall make payments on account of the Contract Sum to the Contractor as provided in the Contract Documents as described below ("**Payments**").

5.2 Each Payment shall be based upon the percentage complete of each portion of the Work shown on a schedule of values (the "**Schedule of Values**") submitted by the Contractor and approved for payment in accordance with the Contract Documents.

5.3 Subject to the provisions of the Contract Documents, the amount of each Payment shall be computed as follows:

5.3.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five percent (5%);

5.3.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site and insured at a location agreed upon in writing), less retainage of five percent (5%);

5.3.3 Subtract the aggregate of previous payments made by the City; and

5.3.4 Subtract amounts, if any, for which the Construction Manager has withheld or nullified

5.4 The Payment amount determined in accordance with Paragraph 5.3 shall be further modified under the following circumstances:

5.4.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total Payments to ninety-seven and one-half percent (97.5 %) of the Contract Sum, less such amounts as the Construction Manager shall determine for incomplete Work and unsettled claims; and

5.4.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with the Contract Documents.

ARTICLE 6

FINAL PAYMENT

6.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct non-conforming Work or defective Work as provided in the Contract Documents and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final voucher for payment, agreed to by the Contractor and conforming to all the requirements of the Contract Documents, has been received by the Construction Manager; and (3) the Construction Manager has inspected, tested and approved the

Work. The Construction Manager shall prepare and certify, and the City shall approve, a voucher for final payment in that amount less any and all deductions authorized to be made by the City under this Agreement, except retainage, or by law, provided all requests for extensions of time have been acted upon (together, "Final Payment").

6.2 All prior certificates upon which Partial Payments were made, being merely estimates made to enable the Contractor to prosecute the Work, shall be subject to correction in the final certificate, and the certification of the Construction Manager thereon and the approval of the City of such final certificate shall be a condition precedent to the right of the Contractor to receive any money hereunder. Such final certificate shall be final and binding upon the Contractor.

6.3 Payment pursuant to such final certificate, less any deductions authorized to be made by the City under this Agreement or by law, shall constitute the Final Payment. The City will make Final Payment to the Contractor promptly after the City's receipt and review of such fully-executed and complete certificate.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Where reference is made in this Agreement to a provision of the Contract Document, the reference refers to that provision as the same may be further explained, amended or supplemented by other provisions of the Contract Documents.

7.2 Other provisions:

7.2.1 Liquidated Damages. INTENTIONALLY OMITTED

ARTICLE 8

TERMINATION OR SUSPENSION

8.1 The City or the Contractor may terminate the Contract for good cause shown. The City may terminate for convenience, 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.

8.2 The Construction Manager may suspend the Work.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

9.1 Insurance requirements: The following insurance coverage protecting the Owner, is required of the Contractor and it is understood that the Contractor or shall provide similar coverage from every contractor and subcontractor in any tier. The Contractor shall procure, present to the City, and maintain in effect for the duration of this Agreement without interruption the insurance coverages identified below with insurers licensed

to conduct business in the State of Connecticut and having a Moody's or Best's financial rating acceptable to the City. The following coverages shall be presented to the Owner as indicated below:

:

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

Property Damage insuring against direct damage loss to buildings, structures or improvements and all materials and equipment to become part of the temporary construction requirements or to permanent buildings, structures or improvements (including boiler and machinery equipment), including materials and equipment in transit and thereafter stored on-site or off-site, covering the interest of the City, its contractors and subcontractors and parties having an interest therein. Coverage shall include standard builders risk broad form coverage including repair and replacement including agreed amount clause covering 100% replacement value with no co-insurance requirement, including flood, collapse and earthquake. Waivers of subrogation will be provided for all interested parties named herein. The City shall be named as loss payee as its interests may appear. The Contractor or consultant, its contractors and subcontractors will be responsible for insuring their respective equipment, tools and materials brought to the job site but which are not intended to become part of the work.

Commercial General Liability (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this Agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of \$10,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Business Automobile Liability insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of \$2,000,000 for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

General requirements. All policies of Commercial General Liability and Business Automobile Liability shall include the following provisions protecting the Owner:

Cancellation or non-renewal notice—The Owner shall be entitled to receive from the insurance carriers not less than 30 days' written notice of cancellation or non-renewal **BY POLICY ENDORSEMENT** to be given to the Owner at: Chief Operating Officer, Bridgeport Board of Education Facilities, 45 Lyon Terrace, Bridgeport, Connecticut 06604 at the address first listed above.

Certificates of Insurance—All policies will be evidenced by a certificate of insurance authorized and executed by the insurer or a properly authorized agent or representative reflecting all coverage required and delivered to the Owner prior to any work or other activity commencing under this Agreement.

Additional insured—The Contractor and its subcontractors will arrange with their respective insurance agents or brokers to name the Owner as an additional insured party **BY POLICY ENDORSEMENT** and as to the Owner only as loss payee with respect to any damage to property of the Owner, as its interests may appear. The undersigned shall submit to the Owner upon the execution of this Agreement and prior to any Work commencing and periodically thereafter, but in no event less than once during each year of this Agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance **AND POLICY ENDORSEMENTS** issued by reputable insurance companies licensed to do business in the State of Connecticut and having Best's or Moody's financial ratings acceptable to the Owner. Such certificates shall designate the parties in the following form and manner:

The City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Attention: Chief Operating Officer, Bridgeport Board of Education Facilities
45 Lyon Terrace
Bridgeport, Connecticut 06604

9.2 Indemnification. The Contractor shall defend, hold harmless and indemnify the Owner from and against any and all claims, causes of action, damages, judgments, liability, costs and expenses, including reasonable attorneys' and consultants' fees, and penalties in connection with loss of life, personal injury, and destruction or damage to property arising from or out of any occurrence in, at or about the Premises or any part thereof occasioned wholly or in part by any act, omission or negligence of the Contractor, its subcontractors in any tier, agents, employees, servants, licensees, or others under its direction or control, successors and assigns, except for those matters resulting from the proximate cause of the Owner. This provision shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10
EXECUTION OF THE AGREEMENT

The Contract Documents contain all the *terms and conditions agreed* upon by the Contractor, and no other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to vary any of the terms contained in the Contract Documents.

IN WITNESS HEREOF, the Contractor has executed this Agreement in triplicate, one of which is to remain with Office of the City Attorney, one with the Department of Public Purchases, and the third to be delivered to the Contractor.

Signed, sealed and delivered

City of Bridgeport:_____

Name:_____

Title:_____

Duly Authorized

Contractor:_____

Name:_____

Title:_____

Duly Authorized

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By:_____

James T. Maye
Associate City Attorney

**ATTACH ANY EXHIBITS THAT
ARE NOT INCORPORATED BY REFERENCE
AS ONE OF THE CONTRACT DOCUMENTS**

REQUEST FOR QUALIFIED PURCHASE (waiver of competitive process)

***** THIS SECTION FOR PURCHASING AND CAO ONLY *****

FILE NUMBER (assigned by Purchasing only): BMS024277

RECOMMENDED: ☒ DENIED: ☐ Lisa Farlow 07-01-2026 (SIGNED/DATED PURCHASING AGENT)
(a denial requires a written explanation)

APPROVED: ☒ DENIED: ☐ Fred Gee 07/01/2026 SIGNED/DATED CAO

COMPLETE EACH SECTION BELOW & THE JUSTIFICATION MEMO ATTACHED.
THEN SUBMIT FOR APPROVAL BEFORE CREATING A REQUISITION.

REMINDER: Purchases made from state or cooperative bids do not require this form.

PURCHASE INFORMATION

PROPOSED VENDOR & ITEM(S) TO PURCHASE: MCKENNEY MECHANICAL HVAC REPAIRS

ESTIMATED AMOUNT (attach quote or applicable backup) \$ 94,500

PRIOR QP NUMBER: (N/A if not applicable. Any existing agreement/contract must also be provided) BMS125259, BMS18726B

REASON FOR WAIVER REQUEST

- ☐ **SOLE SOURCE** (the only vendor that exists. Sole Source letter required)
☒ **SINGLE/SPECIAL SOURCE** (only one unique vendor, among many)
☒ **TIME CRITICAL** (explain why this could not have been reasonably anticipated in the ADDITIONAL INFORMATION section of memo)
☐ **REQUIRED** to come immediately into compliance with federal, state or local laws or codes
☐ **NECESSARY** to avoid complete loss of funds made available by non-city public or private funding sources

INTEGRITY AFFIDAVIT

EVERY CONTRACTING OFFICER THAT IS REQUESTING A QUALIFIED PURCHASE PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, as amended), MUST FULLY AND ACCURATELY COMPLETE AND ATTEST TO THIS SECTION.

Name of Contracting Officer: JORGE GARCIA

Contracting Officer's email address: JGARCIA3@BRIDGEPORT.EDU.NET

Department: BBOE FACILITIES Title: CHIEF OPERATING OFFICER Phone Number: x 275-2730

The undersigned hereby attests that the following statements are true, correct, and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| a) I have a personal or business relationship with the vendor or contractor being selected.
(If yes, attach detailed explanation)
(If yes, Purchasing will contact the Office of City Attorney for a conflict analysis) | ☐ | ☒ |
| b) I have made all reasonable attempts to ensure that this procurement is in the best interest of the City | ☒ | ☐ |

[Signature] (Signature -Contracting Officer/Manager)

Dated: 6/26/26

[Signature] (Signature -Department Head or BOE Authorized Personnel)

Dated: 06/26/26

BE ADVISED: It is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements as the established purchasing ordinance is being waived in this instance.

PLEASE NOTE:

QUALIFIED PURCHASES OVER \$25,000 REQUIRE A CONTRACT, PER SECTION K OF 3.08.070

PLEASE CHECK WITH THE CITY ATTORNEY'S OFFICE, AFTER QP APPROVAL, BUT PRIOR TO EMCUMBERING FUNDS.

IF THERE IS A PROPOSED VENDOR CONTRACT, SUBMIT AN UNSIGNED COPY AS PART OF YOUR QUALIFIED PURCHASE REQUEST.

REQUEST FOR QUALIFIED PURCHASE

JUSTIFICATION MEMO

TO: Purchasing Agent

SIGNED (Contracting Officer):

DATE:

6/26/22

- WHAT IS BEING PURCHASED AND WHY IS A QUALIFIED PURCHASE NECESSARY?
(provide supporting documents):

RE-PIPING OF HOT WATER COILS AT FAIRCHILD WHEELER SCHOOL (FCW)

FCW HAS APPROXIMATELY 375 COILS IN TOTAL THAT STILL NEED TO BE RE-PIPED.

MCKENNEY MECHANICAL HAS BEEN MAKING PROGRESS RE-PIPING COILS OVER THE LAST FEW YEARS AS FUNDS AND NECESSITY OCCUR. HISTORY PO # 24007845, 25003461, 250101, 26010376, 261037649

- IF PURCHASE IS ESTIMATED TO BE LESS THAN \$25,000.00, EXPLAIN WHY THE INFORMAL QUOTE PROCESS IS NOT BEING UTILIZED

MCKENNEY IS ON THE ALL TRADES BID CWB073245, TIME IS CRITICAL WHEN COILS GO AND NEED TO BE REPLACED IN CERTAIN AREAS AND MCKENNEY HAS BEEN THE VENDOR WORKING ON THE RE-PIPING PROJECT. HAVING THIS PO TO COMPLETE MORE COILS HELPS EXPEDITE WHEN TIME IS CRITICAL. THEY HAVE THE MOST EXPERIENCE WITH THIS WORK AT THIS SPECIFIC SCHOOL

- IF PURCHASE IS ESTIMATED TO BE MORE THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID? (without valid justification, you may be required to go out to bid)

- WHAT BUDGET IS APPROVED FOR THESE REQUESTED GOODS OR SERVICES?

Choose corresponding budget option listed below:

Operating ☐

Capital ☒

Grant ☐

(provide any additional necessary information below):

- **NOTE:** IF GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

ADDITIONAL INFORMATION/EXPLANATION (if any)

NOTE: FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN A REJECTION OF THE REQUEST



McKENNEY MECHANICAL

Comprehensive HVAC/R Solutions

15 Commerce Road
Newtown, CT 06470

P (800) 853-3450
F (203) 364-1035

www.McKenneyMechanical.com

To: Mike Zirkel
Company: Bridgeport Schools
Email: mzirkel@bridgeportedu.net
Re: Bridgeport / Fairchild Wheeler School
Re-pipe Chilled Beam / Hot Water Coils

From: Stan McKenney
Date: 6/25/2026
Bid # CWB073245

Dear Mike,

The following is a proposal for the work associated with re-piping of one hot water coil at Fairchild Wheeler School.

- 1) Disconnect power. Lock out / tag out during repairs.
- 2) Valve off main heating and chilled water valves.
- 3) Drain glycol.
- 4) Cut out braided hoses which have been leaking and pulling apart.
- 5) Install ball valves and re-pipe as needed.
- 6) Insulate new pipe and fittings as needed.
- 7) Purge air and re-start
- 8) Restore power and test for proper operation.

Our price for this work is \$2,100.00 Per Coil, tax exempt.

Please note – pricing is for ONE coil. There are approximately 400 coils in total.

This proposal excludes:

- 1) Testing or removal of hazardous materials
- 2) Pricing increases due to tariffs
- 3) Overtime
- 4) Any work not specifically mentioned in this proposal

This pricing is valid for fifteen (15) days from the date of this proposal due to market volatility for equipment & material.

This proposal is subject to your acceptance of the attached McKenney Mechanical Contractors, Inc. Terms and Conditions.

Please feel free to contact me with questions, or if I can be of further assistance.

Thank you,

Stan McKenney

Vice President

PROPOSAL ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME



McKENNEY MECHANICAL

Comprehensive HVAC/R Solutions

15 Commerce Road
Newtown, CT 06470

P (800) 853-3450
F (203) 364-1035

www.McKenneyMechanical.com

Standard Terms and Conditions

1. **Limited Warranty:** All materials, parts and equipment are warranted by the manufacturers or suppliers written warranty only. All Labor performed by McKenney Mechanical Contractors, Inc. (Hereinafter called the Contractor) is warranted for ninety (90) days or as otherwise indicated in writing. The contractor makes no other such warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the Contractor. The Contractor will extend to customers the benefits of any warranty it receives from the manufacturer or supplier. Removal and reinstallation of any equipment, parts or materials repaired or replaced after the 90 days warranty period (unless otherwise stated in writing) will be at the customer's expense at the service rates then in effect. Service covered under this warranty will be provided at no cost during normal work hours Monday – Friday 7:00 AM to 4:00 PM except holidays.
2. The Contractor agrees to undertake additional work in its field as may be authorized and directed by the customer during the course of this contract and will provide reasonable prompt service for any trouble or emergency calls during the term of the agreement.
3. Customer shall provide reasonable means of access to the equipment and to allow The Contractor to stop and start the equipment as necessary to perform our required services.
4. Customer shall promptly notify us of any unusual operating conditions of the covered equipment, operate the covered equipment per our instructions and provide normal maintenance as outlined in the installation and service instructions or owner's manual.
5. The Contractor shall retain title to any equipment or materials furnished until final payment is received in full.
6. Customer agrees to pay all invoices upon receipt. Service charges at the highest rate permitted by law will be applied to any past due accounts.
7. The Contractor reserves the rights to stop all work until outstanding balances are received.
8. Should it become necessary to collect past due accounts through an attorney, by legal proceedings or otherwise you will be liable for costs of collection including reasonable attorney's fees.
9. Under no circumstances, whether arising in contract, tort (including negligence), equity, or otherwise will the Contractor be liable for damages arising from loss of profit, loss of use, increased maintenance expense, increased operating expense, claims of customer's clients punitive damages or any indirect, special or consequential damages.
10. Any alterations to, or deviation from, this agreement involving extra work, cost of material or labor will become an extra charge (fixed-priced amount to be negotiated or on a time-and-material basis at the Contractor's service rates then in effect) over the sum stated in this agreement.
11. Customer is responsible for any applicable taxes.
12. Removal, alteration and replacement of any part of the building support or structure are excluded from this agreement.
13. Any damage caused by negligence, acts of God, freezing conditions, electrical power failures, abuse or misuse of systems, loss of water or water pressure, burnt out wiring or fuses, vandalism or other causes beyond The Contractor's control are excluded from this agreement.
14. The Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay or carriers strikes including those by contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. To the fullest extent permitted by law, customer shall indemnify and hold harmless contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of customer, anyone directly or indirectly employed by customer, or anyone for whose acts customer may be liable, regardless of whether it is caused in part by the negligence of contractor.
16. Customer shall make available to the contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
17. McKenney Mechanical employees will not be subject to any audio or video recording while performing services at the customer's location.
18. The Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, The Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. The Contractor shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent cause by the suspension and the contract price equitable adjusted.
19. The Buyer can cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Saturday is considered a legal business day in the State of Connecticut.
20. This proposal will become a contract solely between us if accepted by you and approved in writing by an authorized representative of The Contractor and any rights that you have will be only against us. There are no other parties to this agreement.
21. If a trouble call, at the customer's request reveals a condition that is not covered under this agreement, The Contractor reserves the right to charge the customer at the rates in effect at the time for such service.
22. The Contractor is not liable or responsible for the quality of the indoor air of the customer's facility, including without limitation injury or illness to anyone arising out of or in connection with the contractor's work under this agreement.
23. The contractor is not responsible for obtaining obsolete or unavailable parts. If a part is not available and it becomes necessary to alter your equipment or piping in order to replace the part, the labor and material costs for the alteration will be billed to the customer at The Contractor's rates.
24. The Contractor excludes any and all liability, loss, sickness or bodily injury damage caused either directly or indirectly by mold of any kinds regardless of its cause or event of its cause.

REQUEST FOR QUALIFIED PURCHASE (waiver of competitive process)

*****THIS SECTION FOR PURCHASING AND CAO ONLY*****

FILE NUMBER (assigned by Purchasing only): BMS18726B

RECOMMENDED: ☒ DENIED: ☐ Lisa Farlow 11-10-2025 (SIGNED/DATED PURCHASING AGENT)
(a denial requires a written explanation)

APPROVED: ☒ DENIED: ☐ [Signature] 11/12/25 SIGNED/DATED CAO

COMPLETE EACH SECTION BELOW & THE JUSTIFICATION MEMO ATTACHED.
THEN SUBMIT FOR APPROVAL BEFORE CREATING A REQUISITION.

REMINDER: Purchases made from state or cooperative bids do not require this form.

PURCHASE INFORMATION

PROPOSED VENDOR & ITEM(S) TO PURCHASE: MCKENNEY MECHANICAL HVAC REPAIRS

ESTIMATED AMOUNT (attach quote or applicable backup) \$ 42,000

PRIOR QP NUMBER: (N/A if not applicable. Any existing agreement/contract must also be provided) BMS125259, BMS19725C

REASON FOR WAIVER REQUEST

- ☐ **SOLE SOURCE** (the only vendor that exists. Sole Source letter required)
☒ **SINGLE/SPECIAL SOURCE** (only one unique vendor, among many)
☒ **TIME CRITICAL** (explain why this could not have been reasonably anticipated in the ADDITIONAL INFORMATION section of memo)
☐ **REQUIRED** to come immediately into compliance with federal, state or local laws or codes
☐ **NECESSARY** to avoid complete loss of funds made available by non-city public or private funding sources

INTEGRITY AFFIDAVIT

EVERY CONTRACTING OFFICER THAT IS REQUESTING A QUALIFIED PURCHASE PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, as amended), MUST FULLY AND ACCURATELY COMPLETE AND ATTEST TO THIS SECTION.

Name of Contracting Officer: JORGE GARCIA

Contracting Officer's email address: JGARCIA3@BRIDGEPORT.EDU.NET

Department: BBOE FACILITIES Title: CHIEF OPERATING OFFICER Phone Number: x275-2730

The undersigned hereby attests that the following statements are true, correct, and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

- a) I have a personal or business relationship with the vendor or contractor being selected. Yes ☐ No ☒
(If yes, attach detailed explanation)
(If yes, Purchasing will contact the Office of City Attorney for a conflict analysis)
b) I have made all reasonable attempts to ensure that this procurement is in the best interest of the City Yes ☒ No ☐

[Signature] (Signature -Contracting Officer/Manager)

Dated: 11/25/25

[Signature] (Signature -Department Head or BOE Authorized Personnel)

Dated: 10/30/25

BE ADVISED: It is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements as the established purchasing ordinance is being waived in this instance.

PLEASE NOTE:

QUALIFIED PURCHASES OVER \$25,000 REQUIRE A CONTRACT, PER SECTION K OF 3.08.070
PLEASE CHECK WITH THE CITY ATTORNEY'S OFFICE, AFTER QP APPROVAL, BUT PRIOR TO
EMCUMBERING FUNDS.

IF THERE IS A PROPOSED VENDOR CONTRACT, SUBMIT AN UNSIGNED COPY AS PART OF YOUR
QUALIFIED PURCHASE REQUEST.

REQUEST FOR QUALIFIED PURCHASE

JUSTIFICATION MEMO

TO: Purchasing Agent

SIGNED (Contracting Officer):

DATE: 10/29/25

- WHAT IS BEING PURCHASED AND WHY IS A QUALIFIED PURCHASE NECESSARY?
(provide supporting documents):

RE-PIPING OF HOT WATER COILS AT FAIRCHILD WHEELER SCHOOL (FCW)
FCW HAS APPROXIMATELY 375 COILS IN TOTAL THAT STILL NEED TO BE RE-PIPED.
MCKENNEY MECHANICAL HAS BEEN MAKING PROGRESS RE-PIPING COILS OVER THE LAST FEW YEARS AS FUNDS AND
NECESSITY OCCUR. HISTORY PO # 24007845, 25003461, 25010149

- IF PURCHASE IS ESTIMATED TO BE **LESS** THAN \$25,000.00, EXPLAIN WHY THE INFORMAL QUOTE PROCESS IS NOT BEING UTILIZED

MCKENNEY IS ON THE ALL TRADES BID CWB073245, TIME IS CRITICAL DURING HEATING SEASON WHEN COILS GO
AND NEED TO BE REPLACED IN CERTAIN AREAS AND MCKENNEY HAS BEEN THE VENDOR WORKING ON THE
RE-PIPING PROJECT. HAVING THIS PO TO COMPLETE ANOTHER 20 COILS HELPS EXPEDITE WHEN TIME IS CRITICAL.
THEY HAVE THE MOST EXPERIENCE WITH THIS WORK AT THIS SPECIFIC SCHOOL

- IF PURCHASE IS ESTIMATED TO BE **MORE** THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID? (without valid justification, you may be required to go out to bid)

- WHAT BUDGET IS APPROVED FOR THESE REQUESTED GOODS OR SERVICES?

Choose corresponding budget option listed below:

Operating ☐

Capital ☒

Grant ☐

(provide any additional necessary information below):

- **NOTE:** IF GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE
TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

ADDITIONAL INFORMATION/EXPLANATION (if any)

NOTE: FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN
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F (203) 364-1035

www.McKenneyMechanical.com

To: Mike Zirkel
Company: Bridgeport Schools
Email: mzirkel@bridgeportedu.net
Re: Bridgeport / Fairchild Wheeler School
Re-pipe Chilled Beam / Hot Water Coils

From: Stan McKenney
Date: 10/28/2025
Bid # CWB073245

Dear Mike,

The following is a proposal for the work associated with re-piping of one hot water coil at Fairchild Wheeler School, following the site visit by Paul Marini.

- 1) Disconnect power. Lock out / tag out during repairs.
- 2) Valve off main heating and chilled water valves.
- 3) Drain glycol.
- 4) Cut out braided hoses which have been leaking and pulling apart.
- 5) Install ball valves and re-pipe as needed.
- 6) Insulate new pipe and fittings as needed.
- 7) Purge air and re-start
- 8) Restore power and test for proper operation.

Our price for this work is \$2,100.00 Per Coil, tax exempt.

Please note - pricing is for ONE coil. There are approximately 400 coils in total.

This proposal excludes:

- 1) Testing or removal of hazardous materials
- 2) Pricing increases due to tariffs
- 3) Overtime
- 4) Any work not specifically mentioned in this proposal

This pricing is valid for fifteen (15) days from the date of this proposal due to market volatility for equipment & material.

This proposal is subject to your acceptance of the attached McKenney Mechanical Contractors, Inc. Terms and Conditions.

Please feel free to contact me with questions, or if I can be of further assistance.

Thank you,

Stan McKenney

Vice President

PROPOSAL ACCEPTED BY:

SIGNATURE

DATE

PRINT NAME



McKENNEY MECHANICAL

Comprehensive HVAC/R Solutions

15 Commerce Road
Newtown, CT 06470

P (800) 853-3450

F (203) 364-1035

www.McKenneyMechanical.com

Standard Terms and Conditions

1. Limited Warranty: All materials, parts and equipment are warranted by the manufacturers or suppliers written warranty only. All Labor performed by McKenney Mechanical Contractors, Inc. (Hereinafter called the Contractor) is warranted for ninety (90) days or as otherwise indicated in writing. The contractor makes no other such warranties, express or implied, and its agents or technicians are not authorized to make any such warranties on behalf of the Contractor. The Contractor will extend to customers the benefits of any warranty it receives from the manufacturer or supplier. Removal and reinstallation of any equipment, parts or materials repaired or replaced after the 90 days warranty period (unless otherwise stated in writing) will be at the customer's expense at the service rates then in effect. Service covered under this warranty will be provided at no cost during normal work hours Monday – Friday 7:00 AM to 4:00 PM except holidays.
2. The Contractor agrees to undertake additional work in its field as may be authorized and directed by the customer during the course of this contract and will provide reasonable prompt service for any trouble or emergency calls during the term of the agreement.
3. Customer shall provide reasonable means of access to the equipment and to allow The Contractor to stop and start the equipment as necessary to perform our required services.
4. Customer shall promptly notify us of any unusual operating conditions of the covered equipment, operate the covered equipment per our instructions and provide normal maintenance as outlined in the installation and service instructions or owner's manual.
5. The Contractor shall retain title to any equipment or materials furnished until final payment is received in full.
6. Customer agrees to pay all invoices upon receipt. Service charges at the highest rate permitted by law will be applied to any past due accounts.
7. The Contractor reserves the rights to stop all work until outstanding balances are received.
8. Should it become necessary to collect past due accounts through an attorney, by legal proceedings or otherwise you will be liable for costs of collection including reasonable attorney's fees.
9. Under no circumstances, whether arising in contract, tort (including negligence), equity, or otherwise will the Contractor be liable for damages arising from loss of profit, loss of use, increased maintenance expense, increased operating expense, claims of customer's clients punitive damages or any indirect, special or consequential damages.
10. Any alterations to, or deviation from, this agreement involving extra work, cost of material or labor will become an extra charge (fixed-priced amount to be negotiated or on a time-and-material basis at the Contractor's service rates then in effect) over the sum stated in this agreement.
11. Customer is responsible for any applicable taxes.
12. Removal, alteration and replacement of any part of the building support or structure are excluded from this agreement.
13. Any damage caused by negligence, acts of God, freezing conditions, electrical power failures, abuse or misuse of systems, loss of water or water pressure, burnt out wiring or fuses, vandalism or other causes beyond The Contractor's control are excluded from this agreement.
14. The Contractor shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay or carriers strikes including those by contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
15. To the fullest extent permitted by law, customer shall indemnify and hold harmless contractor, its agent and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from the performance of work hereunder, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of customer, anyone directly or indirectly employed by customer, or anyone for whose acts customer may be liable, regardless of whether it is caused in part by the negligence of contractor.
16. Customer shall make available to the contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.
17. McKenney Mechanical employees will not be subject to any audio or video recording while performing services at the customer's location.
18. The Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, The Contractor's sole obligation will be to notify the Customer of the existence of such products and materials. The Contractor shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent cause by the suspension and the contract price equitable adjusted.
19. The Buyer can cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Saturday is considered a legal business day in the State of Connecticut.
20. This proposal will become a contract solely between us if accepted by you and approved in writing by an authorized representative of The Contractor and any rights that you have will be only against us. There are no other parties to this agreement.
21. If a trouble call, at the customer's request reveals a condition that is not covered under this agreement, The Contractor reserves the right to charge the customer at the rates in effect at the time for such service.
22. The Contractor is not liable or responsible for the quality of the indoor air of the customer's facility, including without limitation injury or illness to anyone arising out of or in connection with the contractor's work under this agreement.
23. The contractor is not responsible for obtaining obsolete or unavailable parts. If a part is not available and it becomes necessary to alter your equipment or piping in order to replace the part, the labor and material costs for the alteration will be billed to the customer at The Contractor's rates.
24. The Contractor excludes any and all liability, loss, sickness or bodily injury damage caused either directly or indirectly by mold of any kinds regardless of its cause or event of its cause.

Modification

Proposal for Modification of Educational Services

2026–2027 School Year

Dear Superintendent and Members of the Board,

University School JPE recognizes the financial challenges currently facing Bridgeport Public Schools ("BPS") and appreciates the Board's efforts to identify cost-saving measures while continuing to provide students with high-quality educational services. As a long-standing educational partner, USJPE remains committed to working collaboratively with BPS to develop a solution that is fiscally responsible while preserving the integrity of the specialized programming our students require.

At the same time, USJPE must maintain the staffing, facilities, administrative infrastructure, and programmatic resources necessary to remain in compliance with all applicable federal and Connecticut laws, State Department of Education requirements, and each student's Individualized Education Program (IEP). These operational costs are largely fixed and must be sustained regardless of fluctuations in enrollment in order to ensure safe, effective, and compliant educational services.

After reviewing USJPE's current operating costs, staffing requirements, program obligations, and anticipated enrollment, USJPE proposes the following modifications to the current service model for the 2026–2027 school year.

Proposed Reserved Capacity

To allow USJPE to begin operations for the 2026-2027 school year, while accommodating BPS's budget objectives, USJPE proposes that BPS commit to the following reserved capacity levels:

- Special Education Program: 30 reserved placements for a total annual cost of \$1,950,000
- Expulsion Program: 20 reserved placements for a total annual cost of \$300,000
- Combined annual cost: \$2,250,000

This proposal represents a significant reduction from prior contractual capacity levels:

- A 25% reduction in the Special Education Program (from 40 students to 30 students) with associated cost savings of \$650,000

- A 33% reduction in the Expulsion Program (from 30 students to 20 students) with associated cost savings of \$150,000
- Combined cost savings: \$800,000

Based on the current contractual tuition rates, these reductions would result in an estimated annual cost savings to Bridgeport Public Schools of approximately \$800,000 while allowing USJPE to maintain the staffing, infrastructure, and operational capacity necessary to provide safe, compliant, and high-quality educational services. The proposed capacity commitments were determined after a comprehensive review of staffing requirements, payroll obligations, facility expenses, regulatory compliance costs, historical trends, and the minimum operating revenue necessary to maintain program stability.

USJPE believes this proposal represents a reasonable compromise that provides meaningful fiscal relief to BPS while preserving the integrity of both programs and ensuring continuity of services for students. The proposed capacity commitments establish the minimum operational threshold necessary for USJPE to continue providing services at the level of quality and compliance expected throughout our longstanding partnership with Bridgeport Public Schools.

Hybrid Enrollment

Although the proposed reserved capacity commitments are reduced, USJPE will maintain sufficient staffing and operational capacity to accommodate future enrollment growth during the school year. These enrollments will be subject to referral review, student needs, staffing availability, safety considerations, and the services required by each student's Individualized Education Program.

Accordingly, USJPE will maintain the ability to accept additional BPS placements:

- Up to 10 additional students in the Special Education Program, for a maximum enrollment of 40 students; and
- Up to 10 additional students in the Expulsion Program, for a maximum enrollment of 30 students.

Any student enrolled above the reserved capacity shall be billed in a hybrid style at the additional placement rate derived from the current contractual amounts. The annual tuition rate shall be prorated from the student's formal placement date through the end of the school year and placements will remain active until a formal exit or contract's end date.

- Additional special education program student: \$6,500 per month
- Additional expulsion program student: \$1,500 per month

Maximum Capacity

The maximum capacities of 40 students in the Special Education Program and 30 students in the Expulsion Program reflect USJPE's current staffing model, classroom configurations, facility resources, and operational infrastructure.

Should BPS request enrollment beyond these maximum capacities, such enrollment would require additional staffing, classroom resources, administrative support, and other operational expenditures not contemplated under this proposal. Accordingly, any enrollment exceeding 40 students in the Special Education Program or 30 students in the Expulsion Program shall require a mutually executed written amendment to the Agreement establishing the expanded program capacity, associated staffing requirements, and any corresponding financial adjustments necessary to maintain compliance with all applicable educational and regulatory requirements.

Operational Considerations

The proposed enrollment commitments reflect the minimum operational threshold necessary for USJPE to continue providing services consistent with the expectations of BPS and the educational needs of its students.

USJPE remains committed to maintaining:

- Appropriate teacher-to-student ratios;
- Administrative oversight;
- Required special education staffing;
- Regulatory compliance;
- Safe classroom environments;
- Continuity of programming; and
- The quality of services that BPS students and families have come to expect.

Impact of Additional Reductions

USJPE believes the reductions proposed herein represent the maximum reduction that can reasonably be absorbed without materially affecting program operations.

Should BPS determine that additional reductions in the number of guaranteed reserved seats are necessary, USJPE anticipates that further operational changes would be unavoidable. Further reduction may require changes to staffing, services, capacity, or program structure.

Beyond these operational changes, USJPE must also consider the long-term financial sustainability of the programs. Since assuming ownership, current leadership has invested significant effort into maintaining the financial stability of the organization and ensuring that it operates in a fiscally responsible and compliant manner. The proposed enrollment commitments have been carefully calculated to balance BPS's budgetary objectives with the minimum revenue necessary to sustain operations.

Additional reductions below the levels proposed herein may reduce annual revenue below the minimum level necessary to sustain operations. Under those circumstances, USJPE could no longer responsibly commit to maintaining the staffing, facilities, administrative support, and regulatory compliance required to operate the programs. USJPE cannot responsibly enter into or continue an agreement that would knowingly jeopardize its ability to meet payroll, satisfy regulatory obligations, maintain required staffing levels, or deliver services consistent with applicable legal and educational standards.

Accordingly, if further reductions are requested that render the programs financially unsustainable, the parties would need to engage in good-faith discussions regarding appropriate modifications to the scope of services, staffing model, tuition structure, or other contractual terms. If a mutually acceptable and financially sustainable solution cannot be reached, USJPE may be unable to continue operating the programs under the existing agreement, and either party may need to consider an orderly transition at the conclusion of the contractual term.

Proposal Status and Contract Amendment

This document is submitted solely as a proposal for modification of certain business and operational terms for the 2026–2027 school year. It is intended to facilitate continued discussions between USJPE and Bridgeport Public Schools and does not, by itself, amend or supersede the Agreement previously submitted by USJPE in June 2026.

Should the parties reach mutual agreement on the proposals contained herein, the agreed-upon terms shall be incorporated into a written amendment to the 2026–2027 Agreement, which shall be executed by both parties and become part of the existing contract.

Except as expressly modified by such written amendment, all terms, conditions, obligations, rights, responsibilities, rates, policies, and provisions contained in the Agreement submitted by USJPE in June 2026 shall remain unchanged and in full force and effect.

Nothing contained in this proposal shall be construed as a waiver of any contractual right or obligation of either party unless expressly set forth in a mutually executed written amendment.

Conclusion

USJPE values its longstanding partnership with Bridgeport Public Schools and remains committed to providing exceptional educational programming while being responsive to the District's financial needs.

We believe this proposal strikes an equitable balance by providing meaningful cost savings to BPS while preserving the staffing, infrastructure, and program quality necessary to ensure students continue receiving the educational services they deserve.

We welcome the opportunity to discuss this proposal further and to work collaboratively toward a mutually beneficial agreement for the 2026–2027 school year.

Originals



University School J.P.E. LLC

160 Holland Avenue, 2nd Floor

Bridgeport, CT 06605

Phone: (203) 579-0434 Fax: (203) 330-9075

June 17, 2026

Superintendent of Schools
Bridgeport Public Schools
45 Lyon Terrance
Bridgeport, Connecticut 06604

Re: Submission of 2026–2027 Contracts – Special Education Program & Expulsion Program

Dear Superintendent and Members of the Board,

On behalf of University School JPE LLC (“USJPE”), we are respectfully submitting for your review the proposed contracts for the 2026–2027 school year for both the Special Education Program and the Expulsion Program. These agreements reflect the continuation of services previously provided under our existing partnership with Bridgeport Public Schools.

We would also like to acknowledge a recent transition within USJPE’s leadership. Our former President, John Esteves Sr., has passed away. We are grateful for his leadership and the foundation he established for our organization. We want to assure you that all operations, staffing structures, program delivery, and service commitments have continued without interruption.

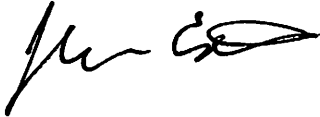
In alignment with continuity planning, John Esteves Jr. has stepped into the role of President. Aside from this leadership transition, there have been no changes to USJPE’s operational model, program implementation, or service delivery approach. Our commitment to maintaining stability and high-quality educational services remains unchanged.

We respectfully request that the enclosed contracts be reviewed by the Superintendent and the Board at your earliest convenience. In order to support appropriate planning for the upcoming school year, we kindly ask that the executed agreements be returned no later than **July 15, 2026**, or that we receive formal communication regarding acceptance or

intended course of action by that date. This timeline is necessary to ensure adequate staffing preparation and to allow our personnel sufficient time to seek alternative placements should Bridgeport Public Schools elect not to continue the partnership with USJPE.

We appreciate your continued collaboration and the opportunity to serve students through these critical programs. Please do not hesitate to contact us should you require any clarification or additional documentation during your review process.

Sincerely,

A handwritten signature in black ink, appearing to read "John Esteves Jr.", with a stylized flourish at the end.

John Esteves Jr.

President

University School JPE LLC (USJPE)



University School J.P.E. LLC

160 Holland Avenue, 2nd Floor

Bridgeport, CT 06605

Phone: (203) 579-0434 Fax: (203) 330-9075

Contract for Services

Special Education Program

THIS AGREEMENT between the parties dated the 1st day of July of 2026 (the "Agreement") is hereby entered into between University School JPE LLC, a Private Special Education Provider formed under the laws of the State of Connecticut, with offices at 160 Holland Avenue, 2nd Floor, Bridgeport, CT 06605 (the "Consultant" or "USJPE") and the Bridgeport Board of Education, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "BOE") on the following terms and conditions:

WHEREAS the BOE requires the services of the Consultant ("Services") for the purpose of educating special education students in the USJPE private school educational program in accordance with the terms of each student's Individual Education Program (IEP) pursuant to the requirements of the State of Connecticut for the 2026-2027 academic year (the "Program"); and

WHEREAS the Consultant agrees to commence its Services in connection with the Program and agrees to perform the same in accordance with this Agreement and as specifically directed by the BOE.

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

All of the above recitals are incorporated into the Agreement as if fully set forth herein with full legal force and effect.

1. General Understanding; Standard of Educational Delivery; Standard of Professional Responsibility.
 - (a) General Understanding. The parties are entering into this Agreement for the purposing of engaging the Consultant to operate the Program In USJPE facilities located at 160 Holland Avenue, Bridgeport, CT (the

"School Site") for the 2026-2027 academic year of the Bridgeport BOE ("Academic Year") in a professional manner satisfactory to the BOE, and in compliance with federal law, the law of the State of Connecticut, and all of the respective regulations adopted by each and the Standard of Professional Responsibility described herein. Such Services will focus primarily on the education of students requiring IEP education that BOE will enroll in the Program.

The Program shall be designed to serve a maximum enrollment of forty (40) students at any given time, unless otherwise mutually agreed to by the parties in a written amendment to this Agreement. Any increase in enrollment capacity shall require the prior written approval of both parties and may be conditioned upon, but not limited to, adjustments in staffing levels, physical plant capacity, service delivery structure, and compensation.

The Consultant shall provide special education instructional services as the core component of the Program. Instructional services shall include classroom-based academic instruction, curriculum delivery, progress monitoring, and implementation of instructional strategies consistent with each student's Individualized Education Program (IEP) goals and objectives as they relate to educational instruction.

The Consultant shall not be responsible for independently providing or funding related services as defined under the Individuals with Disabilities Education Act (IDEA), including but not limited to psychological services, counseling services, occupational therapy, physical therapy, nursing services, or other medical or clinical services, except as expressly provided herein or separately agreed upon in writing by the parties.

The Consultant may provide social work services when such services are identified in a student's Individualized Education Program (IEP) and are included within the Consultant's staffing model. Except for social work services provided in accordance with this Agreement, no other related services shall be provided by the Consultant unless separately agreed upon in writing by the parties.

The BOE shall remain solely responsible for ensuring that all required related services identified in a student's IEP, other than social work services provided by the Consultant pursuant to this Agreement, are made available and delivered in accordance with applicable federal and

state law. The Consultant shall cooperate with the BOE and/or its designated providers in facilitating the delivery of such services within the Program setting.

- (b) **Standard of Educational Delivery.** In performing the Services, the Consultant shall adhere to the Connecticut Core Standards adopted by the Connecticut Department of Education in 2010, as the same may be amended from time to time, which are incorporated by reference as if fully set forth herein ("Connecticut Core Standards"). Certified teaching staff will be required to participate in curriculum professional development to enable alignment with the curriculum implemented by BOE.
- (c) **Standard of Professional Responsibility.** In performing the Services, the Consultant shall ensure, and its employees shall adhere to, the Connecticut Code of Responsibility for teachers set forth in Section 14-400a, Connecticut General Statutes, as amended from time to time, which are incorporated by reference as if fully set forth herein ("Standards of Professional Responsibility").
- (d) **Screening and Evaluation of the Consultant and its employees.** The Consultant and all its officers, directors and owners ("Principals") shall disclose whether they have committed, pleaded nolo contendere to, or been convicted of, any federal or state crime; and whether any criminal charges are pending.
- (e) **The Consultant and its Principals must submit to nationwide criminal history records checks, including but not limited to the following screening processes and criteria, and provide documentary evidence of the results of such screenings. The Board of Education (BOE) shall coordinate and facilitate any required Criminal Justice Information System (CJIS) background screenings, and UJPE shall be responsible for all costs associated with such screenings.**
 - (i) **Criminal Background Check - State clearance applies both to the State of Connecticut and any other State in which the individual has resided as an adult.**
 - (ii) **Criminal Background Check (with Judicial Court Search) - The search must not disclose or reveal any crimes committed or civil judgments for**

actions or inactions that would reasonably indicate the individual is irresponsible, lacking in moral character, or otherwise inappropriate in his behavior, such that he would not be reasonably suitable for working with minors in a school environment.

(iii) DCF Child Background Search - The search must not disclose or reveal any adverse reports on file indicating the individual engaged in, failed to report or otherwise tolerated or condoned child neglect, abuse or other irresponsible actions or inactions such that they would not be reasonably suitable for working with minors in a school environment.

(iv) Sex Offender Registry Search - The search must not disclose that the individual's name appears on any national or international Sex Offender Registry or equivalent listing.

(vi) Education Level - The verification of the individual's educational background (completed by reference to the National Student Clearinghouse) must both meet the minimum position requirements and comport with the educational background claimed by the individual. In addition, the individual shall provide evidence of any professional licenses, certifications, registrations, endorsements, permits, or credentials required for, or directly related to, the position for which they are being engaged. Verification shall confirm that such credentials are current, valid, in good standing, and free from any suspension, revocation, restriction, or disciplinary action that would impair the individual's ability to perform the duties of the position.

(v) Previous Employment Verification - The Consultant and its Principals shall submit to a review and verification of employment history for any current or former educational employers or employers where the applicant worked with children. Such verification may include confirmation of positions held, dates of employment, job duties, reasons for separation, and eligibility for rehire, to the extent permitted by law and available from former employers. The Consultant shall provide all necessary authorizations and releases required to facilitate such verification and shall cooperate fully with any follow-up inquiries regarding prior employment.

(f) Student Referral Acceptance and Placement Determination. The Consultant reserves the right to accept or decline any student referred by

the BOE for placement in the Program. The Consultant may exercise this right in its reasonable professional judgment based upon, but not limited to, factors including: staffing capacity, student safety considerations, medical or health-related care requirements, clinical or behavioral needs, physical plant limitations, including but not limited to safety, accessibility, space, or facility constraints necessary to implement the student's IEP, program appropriateness, or the Consultant's determination that the student's Individualized Education Program (IEP) cannot be safely or effectively implemented within the Program setting. The Consultant shall provide written notice to the BOE of any declined referral within a reasonable time frame.

The exercise of this right shall not be deemed a breach of this Agreement, provided that such refusal is made in good faith and in compliance with applicable federal and state special education laws, including the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act.

(g) Student Eligibility for Referral and Placement; Referral Documentation Requirements.

- i. Student Eligibility for Referral and Placement. BOE referrals to the Program shall be limited to students enrolled in grades nine (9) through twelve (12), or students of equivalent age as determined by the BOE and accepted by the Consultant. Any exception to the grade-level eligibility requirement must be mutually agreed upon in writing by both parties prior to placement.
- ii. Referral Documentation Requirements. Prior to any student placement in the Program, the BOE shall electronically transmit a complete referral packet to the Consultant for review. No student shall begin services until the Consultant has reviewed and confirmed acceptance of the referral in writing. Each referral packet shall include, at a minimum, the following documentation, to the extent applicable and available:
 - The student's current Individualized Education Program (IEP), including all amendments and supporting evaluations;
 - Academic records, including transcripts and relevant academic history;

- Current class schedule or class list indicating placement and services;
- Any applicable Individual Health Plan (IHP), Nursing Care Plan, Behavioral Intervention Plan (BIP), or similar medical or clinical support plan;
- Parent/guardian intake information and completed consent forms required for placement and service delivery; and
- Any additional documentation reasonably necessary for the Consultant to assess the student's ability to be safely and appropriately served within the Program.

The Consultant shall have the opportunity to review all referral materials prior to acceptance of placement and reserves the right to request additional information necessary to determine program appropriateness, staffing needs, and the ability to implement the student's IEP.

2. Term of Engagement. This Agreement shall commence on July 1, 2026 or on another date set forth in a notice to proceed and shall continue in full force and effect until the Services are completed according to this Agreement, June 30, 2027, or until the earlier termination of this Agreement as provided herein, whichever occurs first ("Term"). Termination shall have no effect on the BOE's obligation to pay for Services rendered through such earlier termination for Services that have been completed in accordance with the terms of this Agreement and which Services the BOE has accepted in the ordinary course.

3. Records: Unannounced Visits

(a) Records. The Consultant shall maintain contemporaneous records of all progress and evaluative reports required by all applicable laws and requested by the BOE in sufficient detail to be reasonably satisfactory to the BOE, which reports shall be submitted to the BOE promptly during the Term or as otherwise directed by the BOE.

(b) Unannounced Visits. USJPE shall allow representatives of the BOE and/or the Connecticut Department of Education to conduct announced and unannounced site visits to review all documents related to the

Services, the Program, and the Curriculum. Such visits may also include observation of classrooms, instructional activities, related services, and student programming involving Bridgeport Public School students receiving services under this Agreement, provided that all observations are conducted in accordance with applicable federal and state confidentiality laws and regulations.

4. **Payment.** The BOE shall compensate the Consultant for the Services during the Academic Year the sum of two million, six hundred thousand dollars (\$2,600,000) dollars for a maximum of forty (40) students, which shall be payable at the rate of two hundred and twenty thousand dollars (\$260,000) during the term with the first payment commencing September 1, 2026. The Consultant shall submit its invoices to the BOE on a monthly basis for the prior month's services rendered, which invoices the BOE shall pay within 30 - 45 days of receipt of a complete invoice.
5. **Acceptability of Information and Reports Supplied by the Consultant.** Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the BOE.
6. **Proprietary Rights.** It is not anticipated that the Consultant will develop or deliver to the BOE anything other than Services and certain written reports. The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing Its Services under this Agreement and is free to use such knowledge in future projects.
7. **Confidential Information.**
 - (a) **Acknowledgment of Confidentiality.** Each party hereby acknowledges that it may be exposed to confidential information, health information or other personally protected information belonging to the students ("Confidential Information"). Confidential Information does not include: (i) Information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act, as amended from time to time.

- (b) **Covenant Not to Disclose.** Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as It uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence in safeguarding Confidential Information.
8. **Non-Circumvention.** The Consultant shall not seek or encourage employees of the BOE to apply for or take employment with the Consultant for one (1) year after the end of the Term, which agreement is given to the BOE in consideration of its entry into this Agreement.
9. **Injunctive Relief.** The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, the parties mutually agree that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.
10. **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:
- (a) The Consultant represents that It has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, including the COVID-19 safety measures, and has in its employ or will hire qualified and trained personnel to perform the Services and COVID- 19 safety measures required.
 - (b) The Consultant represents that it can commence the Services promptly and will complete the Services in a timely manner during the Academic Year.
 - (c) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required

in a timely fashion.

(d) The Consultant's performance of the Services described herein, and its representation of the BOE, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an obligation enforceable against the Consultant.

(e) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(f) The Consultant represents that it will perform the Services in a good and workmanlike manner by adhering to the Connecticut Core Standards and ensuring that its teachers follow the Standards of Professional Responsibility and shall diligently complete the Services in accordance with the terms of this Agreement.

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

(h) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the BOE determines that none of the foregoing alternatives provide an adequate remedy, the BOE may terminate all or any part of this Agreement and, in addition to other

relief, recover the amounts previously paid to the Consultant hereunder.

11. Remedies & Liabilities

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

(b) Liabilities. The BOE shall not be liable to the consultant for any claim arising out of this agreement in an amount exceeding the total contract price for the deliverable at issue. Except for violations by the consultant of section 6 ("proprietary rights") or section 7 ("confidential information"), neither party shall be liable hereunder for any indirect, incidental or consequential damages (including lost savings or profit) sustained by the other party or any other individual or entity for any material arising out of or pertaining to the negligence or omission of the other party under this agreement. The parties hereby expressly acknowledge that the foregoing limitation has been negotiated by the parties and reflects a fair allocation of risk.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or shall be effective on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the BOE:

Superintendent
Bridgeport Board of Education
45 Lyon Terrace
Bridgeport, Connecticut 06604

With a copy to:

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

If to the Consultant:

John P. Esteves - President
University School JPE, LLC
160 Holland Avenue, 2nd Floor
Bridgeport, CT 06605

13. Termination.

- (c) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days after the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly convene and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief) or Section 10 ("Representations and Warranties").
- (d) The Consultant may not terminate this Agreement for convenience. The BOE may terminate this Agreement for convenience upon providing the Consultant with sixty (60) days' prior written notice. In the event of such termination, the BOE shall compensate the Consultant for all Services satisfactorily performed through the effective date of termination, including any non-cancelable obligations reasonably incurred by the Consultant in connection with the performance of the Services.
- (e) Student Removal; Program Exit.
The Consultant reserves the right to recommend and/or require the removal of any student from the Program where the Consultant determines, in its reasonable professional judgment, that continued

placement is not appropriate or cannot be safely maintained. Grounds for such determination may include, but are not limited to: (i) substantial and ongoing safety risks to the student, other students, or staff; (ii) repeated behaviors that significantly disrupt the educational environment despite implementation of required interventions and supports; (iii) the inability of the Program to implement or safely maintain the student's Individualized Education Program (IEP) within the Program setting; (iv) medical, clinical, or behavioral needs that exceed the staffing, training, or operational capacity of the Consultant; or (v) failure of the BOE to provide necessary supports, documentation, or related services required for successful placement.

Prior to any final removal decision, the Consultant shall provide written notice to the BOE and, where feasible, shall convene a meeting with the BOE and relevant members of the student's IEP team to review the circumstances and consider alternative interventions, supports, or placements. The Consultant shall document the basis for the recommended removal and any steps taken to support continued placement.

In the event that immediate removal is necessary due to an imminent risk of harm to persons or property, the Consultant may temporarily suspend the student's attendance pending review with the BOE and appropriate members of the IEP team.

Any permanent removal from the Program shall be implemented in coordination with the BOE in accordance with applicable federal and state special education laws, including the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act, and shall not relieve the BOE of its obligation to provide a Free Appropriate Public Education (FAPE).

14. Resolution of Disputes and Choice of Law. The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved informally by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.

15. Independent Consultant Status. The Consultant and its approved subcontractors are independent contractors in relation to the BOE with respect to all matters arising under this Agreement. Nothing herein shall be

deemed to establish a partnership, joint venture, association or employment relationship between the parties.

16. **Security, No Conflicts.** Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. **Indemnification: Insurance.**

(a) **Indemnification.** The parties respectively agree to defend, indemnify and hold harmless ("Indemnifying Party") the other party, its elected or appointed officials (If applicable), officers, department heads, employees, contractors and agents ("Indemnified Party") from and against any and all claims, liabilities, obligations, causes of action for damages resulting from the negligence, omission, or misconduct of the other party, including direct damage to the other party's property, and costs of every kind and description arising from the party's participation in this Agreement and alleging bodily injury, personal injury, property damage regardless of cause, except that the Indemnifying Party shall not be responsible or obligated for claims arising out of the proximate cause of the Indemnified Party.

(b) **Insurance requirements.** The following insurance coverage is required to be produced to the BOE and shall be maintained and kept in force by the Consultant at its sole cost and expense. It is further understood that the Consultant shall require similar coverage, as appropriate, from every approved contractor and subcontractor in any tier, as the case may be, or any other person by reason of the license conferred by a contract that may enter onto District property on behalf of the Consultant. All non-standard endorsements and provisions shall be disclosed in advance in writing to the BOE. The Consultant shall provide evidence to the BOE, and maintain in effect for the duration of a contract without interruption and for one year after the Consultant's last activity for the Bridgeport Board of Education or occurring on District property, the insurance coverages

identified below, from insurers licensed to conduct business in the State of Connecticut and having a Moody's or Best's financial rating of A - I 0, or coverage otherwise acceptable to the BOE. The Consultant will not enter upon District property or commence any activity in the performance of services until the required insurance is purchased, and evidence thereof is presented to the BOE. The BOE may terminate any contract if any of the insurance coverages provided hereunder lapses or is cancelled without a reasonable substitution by the Consultant of coverage of similar type, coverage and quality.

- i. Comprehensive General Liability (occurrence form) naming the BOE as an additional insured party by policy endorsement and insuring against claims or suits brought by members of the public alleging bodily injury or personal injury including disease transmission or property damage and claimed to have arisen out of operations conducted under a contract with the BOE. Coverage shall be broad enough to include contractual liability premises and operations, and personal injury, with a minimum of \$1,000,000 for each occurrence and \$10,000,000 in the aggregate with a combined single limit for bodily injury, personal injury and property damage.
- ii. Exclusions for employees will be removed. The proposer or its agent shall inform the District in advance of any non-standard endorsements or policy provisions that may be part of the insurance contract(s). Limits may be made up of primary and umbrella or excess coverage.
- iii. Sexual Misconduct and Molestation insuring against, or suits brought by members of the public alleging sexual misconduct or molestation by the Provider, its employees, agents, and invitees in amount limitations of a minimum of \$1,000,000 per occurrence and \$10,000,000 combined primary and excess coverage for each occurrence/aggregate.

(c) General requirements. All policies shall include the following provisions:

- i. Cancellation notice- The BOE shall be entitled to receive from the insurance carriers by policy endorsement not less than 30 days' written notice of cancellation, non-renewal or reduction in coverage to be given to the BOE at: Business Office, Bridgeport Board of Education, 45 Lyon Terrace, Bridgeport, Connecticut 06604.
- ii. Certificates of Insurance - All policies will be evidenced by an original certificate of insurance delivered to the BOE and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverages required, such certificate required to be delivered to the BOE prior to any work or other activity commencing under this agreement.
- iii. Additional insured- The Consultant and its permitted subcontractors will arrange with their respective insurance agents or brokers to name the BOE on all policies of primary and excess insurance coverages as additional insured parties by policy endorsement and as loss payee with respect to any damage to property of the BOE, as its interest may appear. The undersigned shall submit to the BOE upon commencement of this agreement and periodically thereafter, but in no event less than once during the Term, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance issued by reputable insurance companies licensed to do business in the State of Connecticut and having minimum Best's A+ 15 financial ratings or rating otherwise acceptable to the BOE. Such certificates shall designate the BOE in the following form and manner:

"The Bridgeport Board of Education, its elected and appointed officials, officers, department heads, employees, agents, servants, contractors, successors and assigns Attention: Business Office, Bridgeport Board of Education, 45 Lyon Terrace, Bridgeport, Connecticut 06604".

18. Non-discrimination. The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continued jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

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

20. Miscellaneous.

(a) Entire Agreement. This document and the Identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the

subject matter hereof and supersede all other communications, whether written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the BO E's prior written consent and any attempt to the contrary shall be void.

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

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent

jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnification contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this Agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Bridgeport Board of Education

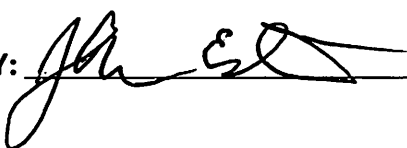
BY: _____

Date: _____

Name: _____

Title: Superintendent of Schools

University School JPE, LLC

BY:  _____

Date: 6/17/2026

Name: John P. Esteves, JR.

Title: President



University School J.P.E. LLC

160 Holland Avenue, 2nd Floor

Bridgeport, CT 06605

Phone: (203) 579-0434 Fax: (203) 330-9075

Contract for Services

Expelled Student Services Agreement

THIS AGREEMENT between the parties dated the 1st day of July 2026 (the "Agreement") is hereby entered into between University School, a Private Special Education School formed under the laws of the State of Connecticut, with offices at 160 Holland Avenue, 2nd Floor, Bridgeport, CT 06605 (the "Consultant" or "USJPE") and the Bridgeport Board of Education, with offices at 45 Lyon Terrace, Bridgeport, Connecticut 06604 (the "BOE") on the following terms and conditions:

WHEREAS the BOE requires the services of the Consultant "Services") for an additional one-year term for the purpose of educating students in the USJPE private school educational program in accordance with the requirements of the State of Connecticut for expelled students for the 2026-2027 academic year (the "Program"); and

WHEREAS the Consultant agrees to continue its Services in connection with the Program as modified herein and agrees to perform the same in accordance with this Agreement and as specifically directed by the BOE.

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

All of the above recitals are incorporated into the Agreement as if fully set forth herein.

1. General Understanding; Standard of Educational Delivery; Standard of Professional Responsibility.
 - (a) General Understanding. The parties are entering into this Agreement for the purposing of engaging the Consultant to operate the Program In USJPE facilities located at 160 Holland Avenue, Bridgeport, CT (the "School Site") for the 2026-2027 academic year of the Bridgeport BOE ("Academic Year") in a professional manner satisfactory to the BOE, and in compliance with federal law, the law of the State of Connecticut, and all of the respective regulations adopted by each and the Standard of Professional Responsibility described herein. Such Services



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will focus primarily on the education of students requiring the continuation of educational instruction, academic progress, and appropriate supervision during the period of expulsion.

- (b) Screening and Evaluation of the Consultant and its employees. The Consultant shall observe the following screening and evaluation protocols: The Consultant and all its officers, directors, and owners (each, a "Principal") must disclose whether they have committed, pleaded nolo contendere to, or been convicted of, any federal or state crime, and whether any criminal charges are pending.

The Consultant and its Principals must submit to nationwide criminal history records checks, including but not limited to, the following screening processes and criteria, and provide documentary evidence of the results of such screenings within thirty (30) days after the execution of this Agreement:

- i. Criminal Background Check (with Federal and State Fingerprinting) - State clearance applies both to the State of Connecticut and any other State in which the individual has resided as an adult.
- ii. Criminal Background Check (with Judicial Court Search) - The search must not disclose or reveal any crimes committed or civil judgements for actions or inactions that would reasonably indicate the individual is irresponsible, lacking in moral character, or otherwise inappropriate in his/her behavior, such that he/she would not be reasonably suitable for working with minors in a school environment.
- iii. DCF Child Background Search - The search must not disclose or reveal any adverse reports on file indicating the individual engaged in, failed to report or otherwise tolerated or condoned child neglect, abuse or other irresponsible actions or inactions such that they would not be reasonably



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suitable for working with minors in a school environment.

- iv. Sex Offender Registry Search - The search must not disclose that the individual's name appears on any national or international Sex Offender Registry or equivalent listing.
 - v. Education Level - The verification of the individual's educational background (completed by reference to the National Student Clearinghouse) must both meet minimal position requirements and comport with the educational background claimed by the individual.
 - vi. Previous Employment Verification - The Consultant and its Principals shall submit to a review and verification of employment history for any current or former educational employers or employers where the applicant worked with children. Such verification may include confirmation of positions held, dates of employment, job duties, reasons for separation, and eligibility for rehire, to the extent permitted by law and available from former employers. The Consultant shall provide all necessary authorizations and releases required to facilitate such verification and shall cooperate fully with any follow-up inquiries regarding prior employment.
2. Scope of Services. The Consultant shall perform its Services for up to a maximum of (30) students in the 7th through 12th grades at the School Site for the 2026-2027 Academic year commencing on August 27, 2026 and ending on June 11, 2026 (ten months). Students will receive four (4) hours of instruction each day.
3. Payment. The BOE shall compensate the Consultant for the Services during the Academic Year the sum of four hundred fifty thousand dollars (\$450,000) dollars for a maximum of thirty (30) students, which shall be payable at the rate of forty-five thousand dollars (\$45,000) during the term with the first payment commencing



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September 1, 2026. The Consultant shall submit its invoices to the BOE on a monthly basis for the prior month's services rendered, which invoices the BOE shall pay within 30 -45 days of receipt of a complete invoice.

4. **Insurance Requirements.** The Consultant shall adhere to the following additional insurance requirements. It is further understood that the Consultant shall require similar coverage, as appropriate, from every approved contractor and subcontractor in any tier or any other person by reason of the license conferred by a Agreement that may enter onto BOE property on behalf of the Consultant. All non-standard endorsements and provisions shall be disclosed in advance in writing to the BOE. The Consultant shall provide evidence to the BOE, and maintain in effect for the duration of the Agreement without interruption and for one year after the Consultant's last activity for the BOE or occurring on BOE property, the insurance coverages identified below, from insurers licensed to .conduct business in the State of Connecticut and having a Moody's or Best financial rating of A- 10, or coverage- otherwise acceptable to the BOE. The Consultant will not enter upon BOE property or commence any activity in the performance of Services until the required insurance is purchased, and evidence thereof is presented to the BOE and found to be acceptable. The BOE may terminate any Agreement if any of the insurance coverages provided hereunder lapses or is cancelled without a reasonable substitution by the Consultant of coverage of similar type, coverage and quality.

- (a) **Comprehensive General Liability (occurrence form)** naming the BOE as an additional insured party by policy endorsement and. insuring against claims or suits brought-by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under a contract with the BOE. Coverage shall be broad enough to include contractual liability premises and operations, and personal injury, with a minimum of \$1,000,000 for each occurrence and \$10,000,000 in the aggregate with a combined single limit for bodily injury, personal injury and



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property damage.

- (b) Exclusions for employees will be removed. The Consultant or its agent shall inform the BOE in advance of any non-standard endorsements or policy provisions that may be part of the insurance contract(s). Limits may be made up of primary and umbrella or excess coverage.
 - (c) Sexual Misconduct and Molestation insuring against, or suits brought by members of the public alleging sexual misconduct or molestation by the Consultant, its employees, agents, and invitees with limitations of a minimum of \$1,000,000 per occurrence and \$1,000,000 combined primary and excess coverage for each occurrence/aggregate.
- 5. Acceptability of Information and Reports Supplied by the Consultant. Any and all information and reports, whether supplied orally or in writing by the Consultant, shall be based upon consistent and reliable data-gathering methods and may be relied upon by the BOE.
 - 6. Proprietary Rights. It is not anticipated that the Consultant will develop or deliver to the BOE anything other than Services and certain written reports. The Consultant retains full ownership of any underlying techniques, methods, processes, skills or know-how used in developing Its Services under this Agreement and is free to use such knowledge in future projects.
 - 7. Confidential Information.
 - (a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential information, health information or other personally protected information belonging to the students ("Confidential Information"). Confidential Information does not include: (i) Information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, (iii) information



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received by a party from a third party who was free to disclose it or (iv) information required to be disclosed under the Connecticut Freedom of Information Act, as amended from time to time.

- (b) **Covenant Not to Disclose.** Each party hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees who have a "need to know," to such other recipients as the other party may approve in writing in advance of disclosure, or as otherwise required by court order, statute or regulation. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than reasonable care and due diligence in safeguarding Confidential Information.
8. **Non-Circumvention.** The Consultant shall not seek or encourage employees of the BOE to apply for or take employment with the Consultant for one (1) year after the end of the Term, which agreement is given to the BOE in consideration of its entry into this Agreement.
9. **Injunctive Relief.** The parties acknowledge that violation by one party of the provisions of this Agreement relating to violation of the other party's Confidential Information rights would cause irreparable harm to the other party not adequately compensable by monetary damages. In addition to other relief, the parties mutually agree that preliminary and permanent injunctive relief may be sought without the necessity of the moving party posting bond to prevent any actual or threatened violation of such provisions.
10. **Representations and Warranties.** The Consultant represents and warrants, as of the date hereof and throughout the Term of this Agreement, as follows:



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- (a) The Consultant represents that It has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement, including the COVID-19 safety measures, and has in its employ or will hire qualified and trained personnel to perform the Services and COVID- 19 safety measures required.
- (c) The Consultant represents that it can commence the Services promptly and will complete the Services in a timely manner during the Academic Year.
- (d) The Consultant represents that it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.
- (e) The Consultant's performance of the Services described herein, and its representation of the BOE, will not result in a conflict of interest, will not violate any laws or contractual obligations with third parties, and is an obligation enforceable against the Consultant.
- (f) The Consultant represents that neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.
- (g) The Consultant represents that it will perform the Services in a good and workmanlike manner by adhering to the Connecticut Core Standards and



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ensuring that its teachers follow the Standards of Professional Responsibility and shall diligently complete the Services in accordance with the terms of this Agreement.

- (h) The Consultant represents that it possesses all licenses and permits that may be required to perform the Services required by this Agreement.
- (i) The Consultant represents and warrants that the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the BOE determines that none of the foregoing alternatives provide an adequate remedy, the BOE may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

11. Remedies & Liabilities

- (a) Remedies. In addition to other remedies expressly acknowledged hereunder and except as expressly limited herein, the BOE shall have the full benefit of all remedies generally available to a purchaser of goods under the Uniform Commercial Code.
- (b) Liabilities. The BOE shall not be liable to the consultant for any claim arising out of this agreement in an amount exceeding the total contract price for the deliverable at issue. Except for violations by the consultant of section 6 ("proprietary rights") or section 7 ("confidential information"), neither party shall be liable hereunder for any indirect, incidental or consequential



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damages (including lost savings or profit) sustained by the other party or any other individual or entity for any material arising out of or pertaining to the negligence or omission of the other party under this agreement. The parties hereby expressly acknowledge that the foregoing limitation has been negotiated by the parties and reflects a fair allocation of risk.

12. Notices. Notices sent to either party shall be effective on the date delivered in person by hand or by overnight mail service or shall be effective on the date received when sent by certified mail, return receipt requested, to the other party or such other address as a party may give notice of in a similar fashion. The addresses of the parties are as follows:

If to the BOE:

Superintendent

Bridgeport Board of Education

45 Lyon Terrace

Bridgeport, Connecticut 06604

With a copy to:

City Attorney

Office of the City Attorney

999 Broad Street, Second Floor

Bridgeport, Connecticut 06604

If to the Consultant:

John P. Esteves - President

University School JPE, LLC

160 Holland Avenue, 2nd Floor

Bridgeport, CT 06605



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13. Termination.

- (a) This Agreement shall terminate upon expiration of the Term or upon the earlier termination by one of the parties in accordance with the terms hereof. In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of written notice of default to advise the other party in writing within five (5) business days of its intentions with respect to such default and in any event corrects or cures such default within ten (10) business days after the receipt of notice of default. If such default cannot be cured or corrected within such 10-day period and the defaulting party details in writing to the other the reasons why such default cannot be so corrected or cured, the other party shall give an additional thirty (30) day period to correct or cure such default and the defaulting party shall with best efforts and due diligence promptly convenience and consistently pursue corrective or curative action reasonably acceptable to the aggrieved party to completion. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, or if a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days. Termination shall have no effect on the parties' respective rights or obligations under Section 7 ("Confidential Information"), Section 9 ("Injunctive Relief) or Section 10 ("Representations and Warranties").
- (b) The Consultant may not terminate this Agreement for convenience. The BOE may terminate this Agreement for convenience upon providing the Consultant with sixty (60) days' prior written notice. In the event of such termination, the BOE shall compensate the Consultant for all Services satisfactorily performed through the effective date of termination, including any non-cancelable obligations reasonably incurred by the Consultant in connection with the performance of the Services.



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(c) Student Removal; Program Exit.

The Consultant reserves the right to recommend and/or require the removal of any student from the Program where the Consultant determines, in its reasonable professional judgment, that continued placement is not appropriate or cannot be safely maintained. Grounds for such determination may include, but are not limited to: (i) substantial and ongoing safety risks to the student, other students, or staff; (ii) repeated behaviors that significantly disrupt the educational environment despite implementation of required interventions and supports; (iii) the inability of the Program to implement or safely maintain the student's Individualized Education Program (IEP) within the Program setting; (iv) medical, clinical, or behavioral needs that exceed the staffing, training, or operational capacity of the Consultant; or (v) failure of the BOE to provide necessary supports, documentation, or related services required for successful placement.

Prior to any final removal decision, the Consultant shall provide written notice to the BOE and, where feasible, shall convene a meeting with the BOE and relevant members of the student's IEP team to review the circumstances and consider alternative interventions, supports, or placements. The Consultant shall document the basis for the recommended removal and any steps taken to support continued placement.

In the event that immediate removal is necessary due to an imminent risk of harm to persons or property, the Consultant may temporarily suspend the student's attendance pending review with the BOE and appropriate members of the IEP team.

Any permanent removal from the Program shall be implemented in coordination with the BOE in accordance with applicable federal and state special education laws, including the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act, and shall not relieve the



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BOE of its obligation to provide a Free Appropriate Public Education (FAPE).

14. **Resolution of Disputes and Choice of Law.** The parties agree that all disputes between them arising under this agreement or involving its interpretation, if they cannot be first resolved informally by mutual agreement, shall be resolved in a court of competent jurisdiction over the parties located in Fairfield County, Connecticut.
15. **Independent Consultant Status.** The Consultant and its approved subcontractors are independent contractors in relation to the BOE with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.
16. **Security, No Conflicts.** Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.
17. **Non-discrimination.** The Consultant agrees not to discriminate, nor permit discrimination, against any person in its employment practices, in any of its contractual arrangements in all services and accommodations it offers the public, and in any of its other business operations on the grounds of race, color, national origin, religion, sex, disability or veteran status, marital status, mental retardation or physical disability, unless it can be shown that such disability prevents performance of the work involved, in any manner prohibited by the laws



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of the United States or of the State of Connecticut, and further agrees to provide the Commissioner of Human Rights and Opportunities with information which may be requested from time to time by the Commission concerning the employment practices and procedures of both parties as they relate to the provisions of Section 4-114a of the Connecticut General Statutes and any amendments thereto. This agreement is subject to the provisions of the Governor's Executive Order No. 3 promulgated June 16, 1971, and, as such, this Agreement may be canceled, terminated, or suspended by the State Labor Commission for violation of, or noncompliance with, Executive Order No. 3, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this agreement. The parties to this agreement, as part of the consideration hereof, agree that Executive Order No. 3 is incorporated herein and made a part hereof. The parties agree to abide by Executive Order No. 3 and agree that the State Labor Commissioner shall have continued jurisdiction in respect to performance in regard to nondiscrimination, until the agreement is completed or terminated prior to completion. The parties agree as part of the consideration hereof that this Agreement is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3 and that they will not discriminate in employment practices or policies, will file reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

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

19. Miscellaneous.

(a) Entire Agreement. This document and the Identified exhibits, schedules and attachments made a part hereof or incorporated herein, constitute the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersede all other communications, whether



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written or oral.

(b) Modifications. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought.

(c) Prohibition Against Assignment. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred, assigned or subcontracted by the Consultant without the BO E's prior written consent and any attempt to the contrary shall be void.

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



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

(e) Partial Invalidity. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be deleted and the balance of the Agreement shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect.

(f) Partial Waiver. The waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions.

(g) Headings. Headings are for reference purposes only and have no substantive effect.

(h) Survival. All representations, warranties and indemnification contained herein shall survive the performance of this Agreement or its earlier termination.

(i) Precedence of Documents. In the event there is any conflict between this Agreement or its interpretation and any exhibit, schedule or attachment, this Agreement shall control and take precedence.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.



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Bridgeport Board of Education

BY: _____

Date: _____

Name: _____

Title: Superintendent of Schools

The University School

BY: John P. Esteves

Date: 6/17/2026

Name: John P. Esteves

Title: President

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this “Agreement”) is dated July 6, 2026 and is entered into between TEACH FOR AMERICA, INC. (“Teach For America”), a Connecticut non-profit with regional office located at 470 James Street New Haven, CT 06513 and Bridgeport Public Schools, a political subdivision of the state of Connecticut (“School District”) (each individually “a Party” and collectively “the Parties”).

RECITALS

WHEREAS, Teach For America recruits, trains, and supports teachers committed to opportunity for all in under-resourced schools; and

WHEREAS, School District seeks to employ teachers and provide them ongoing professional development;

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

II. School District Responsibilities:

A. Hiring Commitment.

- i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District (“Teachers”) (the “Agreed Number”) but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers shall not constitute a breach of this agreement. If Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the fee for each additional Teacher. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts.

- a. 5 teachers for hire in the 2026-2027 academic school year

- b. 8 teacher for hire in the 2026-2027 academic school year
- ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.
- iii. Any Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.
- iv. Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies. School District agrees that Teachers will not provide any religious instruction.
- v. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.
- vi. The Parties shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. School District agrees that it will not place Teach For America Teachers at any for-profit schools within its district.

B. Hiring Process.

- i. The Parties will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.
- ii. School District shall use its reasonable efforts to hire Teachers in a timely manner. School District shall employ Teachers, whenever possible, no later than 30 days before the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).
- iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other

temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

III. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

IV. Teach For America Responsibilities:

- A. Candidate Recruitment and Selection. Teach For America will use reasonable efforts to recruit and select Teachers from a broad range of backgrounds, academic majors and career fields. Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.
- B. Pre-Service Training. Teachers will undergo pre-service training (“Pre-Service Training”) before entering the classroom.
- C. Certification Status. Teach For America will provide Pre-Service Training to ensure Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the “Requirements”). Only those Requirements in effect when employment is offered will be applicable.

V. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:

School District Responsibilities

VI.

- A. Employment Status. Each Teacher employed under this Agreement shall be a full-time employee of School District, not Teach For America. Nothing herein creates an employment, agency, or representative relationship between Teach For America and any Teacher, or grants Teachers additional employment rights. School District may continue employing Teachers beyond the two-year commitment by mutual agreement between School District and Teacher.

- B. Compensation of Teachers. School District shall provide Teacher the same salary and benefits as similarly situated teachers according to factors routinely used by School District in making such decisions. Teach For America acknowledges it exercises no control over salary or benefits.
- C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, “leveling” or other elimination or consolidation of teaching positions within School District. During any such event, School District shall treat any Teacher employed in connection with this Agreement at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.
- D. Compliance with Anti-Harassment and Non-Discrimination Regulations. All Teachers should be able to work at school sites free from all forms of unlawful harassment and discrimination based on characteristics or statuses protected by law. To that end, School District will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. School District acknowledges that not consistently enforcing their policies and procedures is grounds for termination of this Agreement, and that such judgment is at the sole discretion of Teach For America. School District acknowledges that any such termination will be without further Teach For America liability or obligation.
- E. Prohibited Activities and AmeriCorps Service Requirements. School District acknowledges that Teachers may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and planning periods and professional development sessions. A full list of prohibited activities can be found in attached **Attachment A** but in

general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities.

- i. School District will not require Teachers to engage in any Prohibited Activities and shall post a list of Prohibited Activities in all locations where Teachers serve, when possible.
- ii. School District acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers.
- iii. For the avoidance of doubt, Teachers may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds.

VII. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS:
Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

- i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the “Professional Development Services”). If professional development services must be provided virtually, at Teach For America’s discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America’s software and servers.
- ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student records and personally identifiable information (collectively, “Student Records”). Under FERPA Teach For America is a school official with legitimate educational interests

under 34 CFR §99.31(a)(1). Teach For America shall (a) use, maintain, and redisclose Student Records only in as authorized by this Agreement, the Data Sharing Agreement (Attachment B), or applicable law; (b) comply with FERPA and applicable state student privacy laws; and (c) provide advance notice before re-disclosing Student Records to subcontractors under §34 CFR 99.33(b)

- iii. School District shall include, in its annual FERPA notification criteria that qualify Teach For America as a school official with a legitimate educational interest.
- iv. Aggregate and De-Identified Data. Teach For America may collect, retain and use aggregate, de-identified student outcome data for program evaluation and mission-related purposes, provided such data cannot reasonably identify individual students and complies with FERPA de-identification standards.

B. Certification and Credentialing Services.

- i. Teach For America shall facilitate enrollment in an alternative certification program to ensure Teachers meet applicable credentialing requirements.
- ii. Teach For America shall not be liable or be in breach for any failure of a Teacher to maintain their credentials or obtain necessary waivers.

VIII. GENERAL PROVISIONS

A. Fees-for-Service.

- i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.
- ii. With respect to each Teacher whose employment by School District is to commence in the 2026-2027 academic year, School District shall pay Teach

For America an annual amount of \$8000 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

- iii. With respect to each Teacher whose employment by School District is to commence in the 2026-2027 academic year, School District shall pay Teach For America an annual amount of \$8500 for each year in which such Teacher is employed by School District, up to two years from the date such employment is to commence.

- B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher in the event of reductions in force (RIFs), terminations without cause, etc. For the avoidance of doubt, School District will be invoiced fees for each individual Teacher as per the terms of the Invoicing and Payment provision. Teach For America shall only provide prorated refunds in the event an individual Teacher resigns during the term of this Agreement. Said refund would only be applicable to the current payment year.
- C. Invoicing and Payment. Teach For America will invoice School District for all amounts due within thirty (30) days of the start of each applicable academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any rights or constitute a breach by Teach For America.
- D. Term. The term of this Agreement will cover all Teachers who's employment begins with the School District during the 2026-2027 and 2027-2028 academic years This Agreement will expire on the last school day of the 2028-2029 academic year.
- E. Termination. This Agreement may be terminated: (i) by mutual written agreement; (ii) by either Party, upon thirty (30) days' written notice, provided such notice is given no later than 120 days prior to the end of the current academic year; or (iii) by either Party upon material breach that remains uncured after thirty (30) days after written notice. In

the event of termination, Teach For America will be entitled to all outstanding amounts due up to the date of termination.

- F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this agreement shall become void, with the exceptions that Section IIIA-E (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections VG (No Warranty), V.H (Mutual Indemnification), and V.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.
- G. No Warranty. School District agrees and acknowledges that Teach For America has not made any representation or warranty (express or implied) as to the fitness of any Teacher. School District shall indemnify and hold harmless Teach For America and its Indemnitees from Losses arising out of any claim that any Teacher was unfit for their position.
- H. Mutual Indemnification. Each Party shall indemnify and hold harmless the other party and its officers, directors, employees and agents (the "Indemnitees") from all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") arising from the indemnifying Party's breach of this Agreement, except to the extent such Losses are caused by the Indemnitee's willful misconduct or gross negligence. Notwithstanding the foregoing, Teach For America shall have no obligation for Losses arising from School District's employment decisions, policies, or practices with respect to any Teacher, or School District's failure to comply with applicable employment laws.
- I. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party;

and in no event such liability be exceed the aggregate amount of the value of this Agreement. Notwithstanding any provision in this Agreement, the Data Sharing Agreement, or any other agreement between the Parties, Teach For America's total liability for claims related to Student Records or student data shall not exceed two (2) times the aggregate value of this Agreement. To the extent permitted by applicable laws, neither Party shall have liability for Losses asserted after 6 months of the expiration or termination of this Agreement.

- J. Force Majeure. Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent caused by events beyond its reasonable control, including natural disaster, pandemic, public health emergency, government-ordered school closure, act of terrorism, war, fire, flood, or any governmental order preventing performance (each, a "Force Majeure Event"). The affected Party shall notify the other Party in writing within ten (10) business days and use commercially reasonable efforts to resume performance. If a Force Majeure Event prevents in-person delivery of Professional Development Services or Pre-Service Training, Teach For America may provide equivalent services in a virtual or alternative format, which shall constitute full performance. A Force Majeure Event shall not excuse (a) School District's obligation to pay fees for Teachers already recruited, trained, or placed, or (b) either Party's obligations regarding Student Records, data privacy, confidentiality, or indemnification. If a Force Majeure Event continues for more than one hundred twenty (120) consecutive days, either Party may terminate this Agreement upon thirty (30) days' written notice, subject to Section V(F).
- K. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.
- L. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.

- M. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).
- N. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Connecticut,
- O. Severability. If any provision of this Agreement is illegal, unenforceable, or invalid, it shall be severed without affecting the legality, enforceability or validity of the remaining provisions, which shall be reformed to the minimum extent to necessary to carry out the Parties' intent.
- P. Notices. Notices shall be in writing and delivered by hand, nationally recognized courier, registered or certified mail, return receipt requested, or email to the addresses below, or as otherwise designated in writing. Notice shall be effective when received, which shall be no greater than one (1) business day after being sent by a nationally recognized messenger service or three days after being sent by mail.

DISTRICT CONTACT

Name: _____
Title: _____
Address: _____
Email: _____

TEACH FOR AMERICA:

Name: Sarah Diggs
Title: Senior Managing Director,
Address: Strategy and Impact
: 470 James Street
Suite 007
New Haven, CT 06513
Email: sarah.diggs@teachforamerica.org

With an electronic copy to:

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org

**Send only notices related to breach of contract and indemnity.*

Q. Waiver. No waiver of any breach or default shall constitute a waiver of any subsequent breach of default, and no waiver shall be effective unless in writing..

R. Authority. This Agreement constitutes the entire agreement of the Parties concerning the subject matter hereof and supersedes all prior communications.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

**[NAME OF SCHOOL
DISTRICT]**

By: _____

Name: _____

Address
: _____

Teach For America

By: _____

Dr.
Dolores
Garcia-
Name: Blocker

Title: Executive Director

470 James
Address Street,
: Suite 007

New
Haven,
CT 06513

Teach For America

Contract Owner Attestation:

This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

X This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Sarah Diggs

Senior Managing Director,
Title: Strategy and Impact

ATTACHMENT A
AMERICORS PROHIBITED ACTIVITIES

Citations:

45CFR § 2520.65 -

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities:

- a. Attempting to influence legislation;
- b. Organizing or engaging in protests, petitions, boycotts, or strikes;
- c. Assisting, promoting, or deterring union organizing;
- d. Impairing existing contracts for services or collective bargaining agreements;
- e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- h. Providing a direct benefit to—
 - i. A business organized for profit;
 - ii. . A labor union;
 - iii. partisan political organization;
 - iv. . A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- j. Providing abortion services or referrals for receipt of such services; and
- k. Such other activities as CNCS may prohibit.

Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

ATTACHMENT B

Bridgeport Public Schools and Teach For America, Inc. Data Sharing Agreement

This Data Sharing Agreement (“DSA”), effective on the date of execution by the last signing Party (the “Effective Date”), is made and entered into by and between Teach For America, Inc. (“Teach For America,” “TFA,” or “Recipient”), and the Bridgeport Public Schools (“Partner”), (each a “Party” and collectively, the “Parties”).

WHEREAS, the Partner and Teach For America entered into a Professional Services Agreement (PSA) whereby Teach For America agreed to recruit, select, train and provide ongoing professional development to individuals committed to closing the achievement gap by serving as effective educators, which may include, but is not limited to Teach For America Corps Members, alumni, fellows and TFA Ignite Fellows, (“Participants”). The PSAs or MOUs covered by this DSA specifically relate to the Participants beginning their engagements with the Partner during the SY2026-27 and SY2027-2028 academic years;

WHEREAS, Teach For America desires to use the Partner Data, defined below, to track the growth and achievement of students served by Participants supported by Teach For America. Teach For America seeks to measure the performance of these Participants within their contexts in order to: provide tailored support and professional development programming for these Participants; evaluate and evolve our model for selecting new Participants; and support the Partner in improving educator development, effectiveness, and student outcomes. Teach For America also seeks to use summative data to report to its constituents (community partners, board members, and funders) regarding programmatic efficacy and growth. As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) Partner may share with Teach For America, the Partner Data described herein; and

WHEREAS, the Parties wish to enter into this DSA, which sets forth the terms under which the Parties will share the Partner and Teach For America data consistent with appropriate confidentiality obligations and applicable laws;

NOW THEREFORE, The Parties agree as follows:

I. Definitions

- A. “Breach” will mean any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, modification, destruction, or inability to account for Partner Data.
- B. “Student Record Data” means and refers to the data described more fully in **Appendix A** that Partner provides to Teach For America in connection with this DSA.
- C. “Cultivate Survey Data” means and refers to data collected through the Cultivate student survey via UChicago Impact’s Survey Administration Tool from students in Participant classrooms, grades 5-12, as described more fully in **Appendix B**.

- D. “Video & Audio Data” means and refers to data collected during the videotaping or audio recording of instruction within in-person or virtual spaces for the purpose of reviewing instructional techniques, which are then manually transferred or uploaded to Teach For America’s software and servers in connection with this DSA, as described more fully in **Appendix C**.
- E. “Ignite Student Survey Data” means and refers to student survey data collected through the Qualtrics survey administration platform from students participating in the Ignite program as described more fully in **Appendix D**.
- F. “Partner Survey Data” individually and collectively refers to both Cultivate Survey Data and Ignite Student Survey Data.
- G. “Pencil Spaces” refers to the virtual learning platform utilized for Ignite tutoring as described more fully in **Appendix E**, while “Pencil Spaces Data” refers to all data contained therein.
- H. “Partner Data” collectively refers to Student Record Data, Cultivate Survey Data, Ignite Student Survey Data, Pencil Spaces Data, and Video & Audio Data, referenced above.
- I. “Aggregate Partner Data” collectively refers to de-identified Partner Data aggregated with counts of no less than 5.
- J. “FERPA” means and refers to the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g, and implementing regulations set forth in 34 CFR Part 99.
- K. “PPRA” means and refers to the Protection of Pupil Rights Amendment, 20 U.S.C. § 1232h and implementing regulations set forth in 34 CFR Part 98.
- L. “Personal Data” means and refers to any information that identifies or that can reasonably be used to identify a specific individual, including but not limited to any information that meets the definition of “Personally Identifiable Information” set forth in 34 C.F.R. § 99.3
- M. “Privacy and Security Laws” means and refers to (i) all applicable U.S. federal, state, and local laws, rules, regulations, directives and governmental requirements currently in effect relating in any way to privacy, confidentiality, security, or breach notification of Personal Data, including but not limited to FERPA and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.

II. Description of Data Access, Exchange and Use

- A. Pursuant to Partner’s obligations under FERPA, and its implementing regulations as may be amended, Partner agrees that Teach For America performs an institutional service. Specifically, due to Partner’s provision of Teach For America services, such as tailored support and professional development programming for Participants, and the associated evaluation and evolution of programming offered to Participants and the Partner, Partner agrees that Teach For America is a school official with legitimate educational interest in the disclosed Partner Data. Teach For America’s designation as a school official extends to Teach For America staff and TFA contractors performing services on behalf of Teach For America.
- B. Programmatic Data Service Providers, as defined below, are not designated school officials under this Agreement. Partner’s authorization for data sharing

with such vendors is provided pursuant to 34 CFR § 99.31(a)(6) and/or other applicable FERPA exceptions and the written agreements described herein.

- C. Student Record Data. Partner will provide the Student Record Data described in **Appendix A** to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix A**. Access to Student Record Data at the individual student level will be limited solely to appropriate Teach For America staff and TFA contractors (collectively, “TFA Workforce,” meaning individuals working under TFA’s direct supervision to perform TFA’s institutional functions). TFA Workforce does not include Programmatic Service Providers identified in this Agreement or its Appendices. All Teach For America staff acknowledge the Teach For America Information Confidentiality and Security Policy (“ICSP”). The ICSP provides guidance on processes and procedures related to the access, use, sharing, storing, and disposal of Personally Identifiable Information (PII) and student record data. Teach For America staff who access student data receive annual training on the access and use of student data through our “Student Data Privacy Training.” TFA contractors will be contractually bound by equivalent confidentiality and data protection provisions. Programmatic Data Service Providers performing educational services (such as Pencil Learning Technologies, UChicago and other vendors outlined in the Appendices) will sign agreements that include confidentiality provisions and be bound to the applicable process and procedures related to access, use, sharing, storing and disposal of PII and student record data as outlined in FERPA and PPRA as appropriate.
- D. Cultivate Student Survey and Cultivate Survey Data. Participants teaching qualifying grade levels (5 – 12) will receive a unique link for student survey administration through UChicago Impact’s Survey Administration Tool. Participants will share the link with students, who will complete the survey online. Responses will be kept confidential and stored on secure servers. Only UChicago Impact and UChicago Consortium staff and agents necessary for administration of the survey will have access to student and teacher identifiers during administration, as described in **Appendix B**. Access to Cultivate Survey Data will be limited solely to UChicago Impact and UChicago Consortium staff, Teach For America staff members, TFA contractors and Participants for ongoing coaching and development of Participants, as well as for programmatic improvement.
- E. Video & Audio Data. Participants will transfer or upload Partner Video and Audio Data to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and set forth in **Appendix C**. Access to Partner Video and Audio Data will be limited solely to Teach For America staff members, contractors, and Participants for ongoing coaching and development of current and future Participants.

- F. Ignite Student Survey Data. Ignite site leaders will receive a link and unique survey access codes for student survey administration through the Qualtrics survey administration tool or another secure survey administration tool; individual access codes will be shared with students and responses will be kept confidential and stored on secure servers. Survey data will be collected in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix D**. Access to student-level Ignite Survey Data will be limited solely to Teach For America Participants, staff members, TFA contractors, Ignite site leaders, and school leaders for ongoing program improvement and development.
- G. Pencil Spaces and Pencil Spaces Data. Ignite site leaders, Participants, and students will receive unique logins for Pencil Learning Technologies, Inc.'s Pencil Spaces web-based platform associated with their school email address. Emails, logins, names, and all associated data from utilizing the platform will be stored on secure servers. Only Pencil Learning Technologies staff and agents necessary for software administration will have access to student, Ignite site leader, and Participant information as described in **Appendix E**. Access to Pencil Spaces Data will be limited solely to Teach For America Participants, staff members, TFA contractors, Ignite site leaders, and school leaders for tutoring administration, ongoing coaching and development of Participants, and program improvement.
- H. Teacher Evaluation Data. Partner will provide teacher observation/evaluation data as outlined in attached **Appendix A**. Access to Teacher Evaluation/Observation data at the identified individual teacher level will be limited solely to Teach For America regional and national staff (after Participants execute **Attachment C**).
- I. No student identifiable information in the Partner Data will be reported externally; all data will be reported in the aggregate (with groups not less than 5). Partner Data may not be loaned or otherwise conveyed to anyone other than staff, current and future Participants, and TFA contractors using software services to securely house and host this data. No student identifiable information in the Partner Data may be shared with Programmatic Data Service Providers, not identified in the Appendices, without approval via an Additional Request as outlined in the Additional Requests section, below.
- J. Aggregated Partner Data and Additional Uses. After creating and verifying the final merged data set, personally identifiable data shall be destroyed in compliance with 34 CFR § 99.31 (a) (6). Consistent with FERPA, Partner agrees that Teach For America will retain and use Aggregated Partner Data to drive programmatic impact, including but not limited to developing training; improvement of services; externally sharing learnings of programmatic impact at scale, and other program strategies ("Additional Uses"). Partner also agrees that Aggregated Partner Data may be redisclosed to research institutions which support Teach For America in conducting deeper research studies ("Research Uses") and may be used with other 3rd party tools ("Additional Tools") to further

improve Teach For America's program services. Teach For America will not share Aggregated Partner Data for student cohorts less than five (5). Teach For America may externally share de-identified and aggregate analyses and conclusions that do not identify students or the Partner. Teach For America will not externally share or publish conclusions from any analyses that identifies the Partner, without the prior consent of Partner. Based on Partner's request, Teach For America agrees to share any findings from its analyses and/or aggregate reports with Partner.

- K. Additional Requests. Teach for America may obtain additional data, use of data, or use of 3rd party data tools or systems, or artificial intelligence-enabled tools, that collect, receive, access, analyze, generate, or utilize FERPA-protected data or additional shares of FERPA-protected data with 3rd party programmatic data service providers, via submitting written notices (an "Additional Request"), to Partner at any time, which detail the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information, and an opt-out function. For the avoidance of doubt, identified FERPA-protected Partner data may only be used solely for the purposes outlined herein unless an Additional Request is approved by the Partner. This form of notice does not entail nor require a written contract amendment; nor does this notification apply to the use of Aggregated Partner Data. If Partner agrees to provide such data or to an additional use or share of FERPA-protected data, all terms of this agreement apply to the additional data, use of data, use of 3rd party tools or additional share. This includes ongoing data for subsequent cohort years, in which Teach For America and Partner have entered a PSA, after this original DSA is signed.

III. DUTIES

- A. The Partner will perform the following duties:
- i. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232g and 34 C.F.R, section 99, and any related Connecticut Education Code provisions.
 - ii. Provide Teach For America with information security specifications required to transmit pupil record information electronically in the form, format, frequency, and security features laid out in **Appendix A**.
 - iii. Pursuant to Partner's obligations under FERPA and the PPRA, Partner authorizes Teach For America and Participants, by execution of this Agreement, to administer Cultivate and Ignite student surveys to students in Participant classrooms or those engaging in Teach For America programming in the form, format, frequency, and security features laid out in **Appendix B** and **Appendix D**.

- iv. Partner authorizes Teach For America to enter emails and names of students participating in Ignite tutoring into the Pencil Spaces web-based software for rostering and tutoring administration. Partner also authorizes Teach For America's Participants to record instruction in in-person or virtual spaces for review of instructional technique.
- v. Partner specifically names Teach For America as an approved affiliate or partner and third-party beneficiary of the Partner with regard to all parental permission/releases previously signed by students and/or parents, especially as they relate to the collection of survey data, and video and audio recording data, from/of students. Further, if required by FERPA, the PPRA or state law, Partner will provide reasonable updated notices to parents, or students of appropriate age, related to surveys, video or audio recordings, obtain consent for same, and/or offer an opportunity for parents, or students of appropriate age, to opt-out of participating in said surveys, video or audio recordings.

B. Teach For America will perform the following duties:

- vi. Comply with all FERPA and PPRA provisions, and the Connecticut Department of Education Provisions. Teach For America agrees to require all staff members, contractors, or agents to comply with this provision.
- vii. Partner may require Teach For America to provide documentation of Teach For America's information security specifications prior to data transmittal.
- viii. Teach For America shall designate an authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests, confirmation of the completion of any projects and the return or destruction of data.
- ix. Teach For America shall require that Partner Data, Student Records, Pencil Spaces Data, and any associated outputs not be used to train, fine-tune, or improve any artificial intelligence model except as necessary to provide the expressly authorized services under this Agreement.
- x. In the event of a Breach, Teach For America shall notify the Partner in accordance with FERPA, and/or any applicable state law or regulation to manage the Breach without unreasonable delay. Teach For America shall also cooperate with the Partner with regard to management and response of any such Breach.

IV. GENERAL PROVISIONS

- A. TERM. The Term of this Agreement shall begin on the Effective Date and shall cover Participants whose engagement with the Partner begins during the SY2026-27 and SY2027-2028 academic years. All provisions of this DSA shall be valid

from the date of execution through December 31, 2029 (the “Expiration Date”). While this Agreement shall expire on the Expiration Date, all sharing arrangements shall be valid until such time the named cohorts of Participants have completed their applicable term of engagement.

- B. **TERMINATION.** This Data Sharing Agreement may be terminated as follows:
- i. At any time by mutual agreement of the parties;
 - ii. By either party upon thirty (30) days prior written notice to the other Party;
 - iii. By either party upon written notice to the other in the event of a material breach of this Agreement that is not cured within thirty (30) days following the receipt by the breaching party of written notice from the non-breaching party.
- C. **EFFECT OF TERMINATION.** If this Agreement expires or is terminated by either party, it shall become void. The expiration or earlier termination of this specific Agreement shall not serve to terminate the associated PSA/MOU.
- D. **GOVERNING LAW.** The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of Connecticut.
- E. **INDEMNIFICATION.** Teach For America shall indemnify and hold the Partner and its Board Members, administrators, employees, and agents (Indemnitees) harmless against related liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of the performance of this Agreement, whether such loss, expense, damage or liability was proximately caused in whole or in part by the gross negligence or willful misconduct of Teach For America, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.
- F. **NOTICES.** All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed to the individuals as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Bridgeport Public Schools
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Sarah Diggs	Senior Managing Director Strategy and Impact		
ADDRESS:	470 James Street New Haven, CT 06513	ADDRESS:	
EMAIL:	sarah.diggs@teachforamerica.org	EMAIL:	

G. The points of contact for technical issues regarding the exchange, storage and security of the Partner Data and related technical issues are:

Teach For America: Melissa Lootens, Melissa.Lootens@teachforamerica.org

Bridgeport Public Schools:

H. AMENDMENT, MODIFICATION, EXTENSION. Any amendment, modification or extension must be in writing and signed by both Parties.

I. AUTHORITY TO SIGN. Each of the Parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Bridgeport Public Schools
ADDRESS:	470 James Street Suite 007 New Haven, CT 06513	ADDRESS:	
EMAIL:	Dolores.Garcia-Blocker@teachforamerica.org	EMAIL:	
SIGNATORY NAME (PRINT):	Dr. Dolores Garcia-Blocker	SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:	Executive Director	SIGNATORY TITLE:	

SIGNATURE :		SIGNATURE :	
DATE:	July 6, 2026	DATE:	



HILL for Literacy Service Agreement

This Contract for Services ("Contract") is made effective as of July 1, 2026 ("Effective Date") by and between Bridgeport Public Schools ("Recipient") of 45 Lyon Terrace, Bridgeport, CT and HILL for Literacy, Inc ("Provider") of 867 Boylston Street, Boston, Massachusetts.

1. Description of Services. Beginning on the Effective Date, the Provider will provide to the Recipient the services and/or access to online resources described in the attached appendix A (collectively, "Services" or "SOW").

2. Payment. The Recipient agrees to pay the Provider per the payment schedule described in the attached appendix B. In addition to any other right or remedy provided by law, if the Recipient fails to pay for the Services when due, the Provider has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract, suspend service and/or seek legal remedies.

3. Term. This Contract will terminate automatically on June 30, 2027 ("Term Date") unless otherwise specified in an appendix of this contract. The period of time ("Service Period") contracted to provide the Services as described in the attached appendix A will be the Effective Date until Term Date unless otherwise specified in an appendix of this contract.

4. Work Product Ownership. Any works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed or provided in whole or in part by the Provider in connection with the Services will remain the exclusive property of the Provider. Upon request, the Recipient will execute all documents necessary to confirm or perfect the exclusive ownership of the Provider to the Work Product.

5. Confidentiality. The Provider and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Provider or divulge, disclose, or communicate in any manner any information that is proprietary to the Recipient. The Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by the Recipient of these confidentiality obligations which allows the Provider to disclose the Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences. The Provider may share supplied information that is proprietary to the Recipient with trusted third parties when required to fulfill the obligations of this Contract. These third parties may include consultants, contractors and vendors that are necessary to provide the Services.

6. Default. The occurrence of any of the following shall constitute a material default under this Contract:

- (a) The failure to make the required payment when due.
- (b) The insolvency or bankruptcy of either party.
- (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- (d) The failure to make available or deliver the Services in the time and manner provided for in this Contract.

7. Remedies. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. Force Majeure. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party who is unable to carry out its obligations and gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease, or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm, or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party or its employees, officers, agents, or affiliates.

9. Dispute Resolution. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Contract will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

10. Severability. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable but that by limiting such provision, it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. Amendment. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

12. Governing Law. This Contract shall be construed in accordance with the laws of Massachusetts.

13. Notice. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. Waiver of Contractual Right. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. Attorney's Fees and Collection Costs. If there is dispute relating to any provisions in this Contract, the prevailing party is entitled to, and the non-prevailing party shall pay, the costs and expenses incurred by the prevailing party in the dispute, including but not limited to all out-of-pocket costs of collection, court and/or arbitration costs, and reasonable attorney fees and expenses.

16. Construction and Interpretation. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. Assignment. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, whose consent shall not be unreasonably withheld.

18. Cancellation Policy. Providers employees will establish a schedule of activities with each district and school (as needed). These dates will be listed in the Activity Timeline and reviewed at each Admin and Leadership Meeting. The Activity Timeline specifies dates/logistics for activities billed per this Contract. If a district/school is closed on a day, due to weather or emergency, that a Provider-led activity is scheduled, the Provider and the district/school will make best effort to reschedule. In the event this cannot be rescheduled, the district/school may be billed at 50% of the quoted rate for that activity. If either the district/school or Provider need to reschedule a Provider-led activity, they shall notify the other party at least 48 hours in advance and reschedule at a mutually convenient day/time. The Recipient may be charged for any activity that is canceled less than 48 hours in advance, and the Provider will not be obligated to reschedule.

19. Online Access Resource Subscription Policy. The Providers policies regarding online resource access subscriptions are described in the attached [appendix C](#).

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date first above written.

The Recipient:

Client Name

Authorized Signer Name

Authorized Signer Signature

Date

Authorized Designee Contact

Invoice Email Address

The Provider:

HILL for Literacy, Inc

Date

Appendix A

Description of Services and Costs

Project Outcomes for District-wide MTSS Model for 28 K-6 schools based on the CT Literacy Model

Priority Goal 1-Leadership: Install systems and processes to support the implementation of a multi-tiered assessment and instructional framework.

- District and school leaders implement a **coherent MTSS literacy system** that aligns with current reading research as applicable to assessment, instruction, and intervention across roles and settings.
- Leadership teams use **routine, structured meetings** to monitor implementation, address barriers, and ensure alignment between professional learning and classroom practice to reduce variability and support sustained, equitable literacy improvement.
- **Effective coordination and collaboration** are established among district leadership, resulting in a shared understanding of roles, responsibilities, and timelines to ensure smooth implementation of project goals.
- Principals **transfer learning from district-wide meetings into school-based leadership actions**, with technical assistance and thought-partnering from HILL coaches, to collaboratively analyze implementation challenges, share effective practices, and collectively build solutions that strengthen consistency and equity across schools.

Priority Goal 2- Assessment: Construct an assessment system and process for using measures of student performance to inform decisions at the district, school, grade, classroom and individual student levels.

- A **comprehensive assessment system and data review process** are refined and strengthened to analyze student performance at all levels- school, grade, classroom, and individual- resulting in data-informed decisions that drive instructional planning.
- District and school leaders use **system-level and school-level data** to monitor the health of the literacy system, evaluate the effectiveness of MTSS practices, and identify opportunities for improvement across schools. Through ongoing review and problem-solving, leaders strengthen coherence, implementation fidelity, and equitable access to effective literacy support.

Priority Goal 3- Tiered Instruction: Use core, supplemental, and intervention literacy curricula in a multi-tiered instructional model at each grade level effectively and strategically.

- General education, special education, and multilingual learner educators strengthen **Tier 1 literacy instruction** through the explicit, systematic application of evidence-based practices across foundational skills and language comprehension.
- Embedded coaching increases educators' ability to **apply evidence-based practices to existing curricula**, improving instructional precision and responsiveness to diverse learner needs without program replacement.
- Core, supplemental, and intervention instruction are aligned to **student instructional needs** across general education, special education, and multilingual learner settings, resulting in greater coherence and continuity of support across tiers.

Priority Goal 4- Professional Learning: Build shared knowledge, skills, language and collaboration among teachers based on the essential components of literacy and evidence-based instructional practices.

- Schools build a **common professional language** for literacy instruction and data use, strengthening collaboration and instructional consistency.

- Professional Learning content is consistently linked to **instructional routines and lesson planning**, supporting direct classroom application.

Initial to confirm understanding of project outcomes

Proposed Budget					
Service Description		Qty		Rate	Cost
District-Funded Budget					
Implementation-Coaching Support (Direct Coaching)		80		\$ 1,800	\$ 144,000
Travel		# trips	# miles	Rate	Total
Mileage		80	120	\$ 0.725	\$ 6,960.00
Total District Funded Budget					\$ 150,960.00
Total Budget					\$ 150,960.00

*HILL facilitators assigned to the project will utilize a hybrid model of face-to-face and Zoom Meeting technology for delivering services.

Appendix B

Payment Schedule for Services

- Contracted services will be invoiced over 10 monthly payments for the months September through June of the “Service Period.”
- First invoice will be adjusted to include the total cost of purchased online resource access subscriptions. These subscriptions are allocated at start of the “Service Period”.
- Final invoice (June) will be adjusted for subscription overages authorized during the “Service Period”.
- Amendments made to contracts during the “Service Period” will have any change in billable amounts spread over the remaining monthly invoices. In some cases, a separate invoice may be sent for some or all of the amended amount.

Invoices will be submitted to the [Invoice Email Address] specified on signature page. For electronic payment information please email billing@hillforliteracy.org. Checks should be submitted to the following address:

HILL for Literacy, Inc.
867 Boylston St.
5th Floor, 1866
Boston, MA 02116

Appendix C

Online Resource Access Subscription Policies

HOL Subscription *(annual access fee)*

- HOL Annual Subscriptions automatically terminate on June 30 each year regardless of when the subscription was purchased unless otherwise specified in an attached appendix.
- HOL Annual Subscriptions must be purchased for each individual user accessing the HOL platform. Renewal each year is required to maintain access.
- Includes the base level of **Expertise** includes access to complimentary micro-courses; (premium courses/series must be purchased separately).
- HOL Subscriptions **can be transferred** without incurring an additional subscription fee. Request for transfer will need to come from Recipient designee. Account tied to original subscription will be deactivated; new account for transferred subscription will be created.

HOL Subscription Add-Ons *(annual access fee)*

- Continuum: can be added to HOL Subscription; incurs an additional charge each year
- HOL Subscription Add-Ons will also be transferred when transferring a HOL Subscription.

Premium Courses *(one-time fee)*

- Premium *asynchronous* courses and series are available in Expertise for an additional fee. They are not included in the base level of Expertise (which comes with all HOL Subscription accounts). Recipient must purchase individual seats for every user who needs access to the course.
- Premium courses are **NOT** transferable.
- Premium *synchronous* courses and series require an active HOL Subscription to access Expertise and the course or series. They are not included in the base level of Expertise (which comes with all HOL Subscription accounts) and are available for an additional fee. Recipients do not purchase individual seats for these series, instead they are paying for cohorts/sessions.
- Once a premium course is in a user's account, it will be accessible as long as the account remains active.

General Policies

- Access subscriptions will be included within the first invoice upon contract execution. See appendix B.
- The Recipient is responsible for allocating/authorizing access for the purchased subscriptions.
- The Provider will not give access or allocate access to any person(s) without express permission of the Recipient designee.
- The Provider is in no way responsible for delays in allocation of access or inaccurate allocation information.
- The Recipient will make best-efforts to provide accurate and timely information regarding the list of users to allocate access. Inaccurate information may cause delays for end users and/or provide access to protected data by unintended parties.
- Subscriptions purchased are not refundable.
- End of school year (June) billing for additional access subscriptions authorized by Recipient designee. See appendix B.
- Individual users will maintain access within the Service Period with a valid subscription as long as they are current employees of the Recipient. Recipient responsible for notifying Provider of access changes required due to employment status.
- HILL Online ("HOL") Terms of Use apply and can be found at www.hillforliteracy.org

Appendix D

HILL for Literacy, Inc Training Guides

Terms of Use

The [Training Materials and/or Facilitator Guides] are owned and copyrighted by HILL For Literacy, Inc. (the “Company”), and all rights in the Training Guides are reserved, by the Company. The Training Guides may not be used, reproduced, modified, downloaded, published, disseminated, or transferred, in any form or by any means, except that (a) the Training Guides may be modified only to include the name of any school with the [School District (the “District”)] and to otherwise customize the Training Guides to be specifically applicable to individual schools within the District, and (b) whether or not so modified, the Training Guides may be reproduced for use only for internal educational purposes of schools within the District, and not for any commercial or other purposes or at any other school districts. You acknowledge and agree (a) that the District will inform all staff of all schools within the District who obtain access to the Training Guides that (i) they may not reproduce, modify, download, publish, disseminate, or transfer, in any form or by any means, any of the Training Guides except as permitted above, and (ii) the Company has disclaimed all warranties and liabilities arising out of the use of the Training Guides by the District and by the schools within the District; and (b) that the District will be responsible to the Company (and will indemnify the Company) for any violation of such use restrictions or for any claims made by any third parties against the Company with respect to the Training Guides.