



NEW HAVEN PUBLIC SCHOOLS  
New Haven, Connecticut

**NEW HAVEN BOARD OF EDUCATION FINANCE AND OPERATIONS COMMITTEE MEETING**

Monday, March 18, 2019

4:00 p.m.

Gateway Center – 2<sup>nd</sup> Floor Board Room

Chair: Mr. Jamell Cotto

**Action Items**

**A. AGREEMENTS**

1. To approve an Agreement by and between the New Haven Board of Education and Pediatric Services of America, Inc., d/b/a Aveanna Healthcare (AVEANNA), to provide nursing care to a Special Education student with complex medical needs, from March 26, 2019 to June 21, 2019, in an amount not to exceed \$21,518.00.

**Funding Source:** IDEA Program  
Acct. # 2504-5034-56903-0000

**Presenter:** Ms. Typhanie Jackson  
**(Pages #5-8)**

2. To approve Amendment #1 to Agreement #96295187 with Creative Leadership Solutions, to provide 6 additional on-site professional development sessions, phone conferences and data check-ins, for staff at Lincoln Bassett School and to increase funding of \$42,900.00 by \$42,900.00, to \$85,000.00 with no change in funding source.

**Funding Source:** School Improvement Grant (SIG) – Lincoln Bassett Program  
Acct. #2531-6299-56694-0020

**Presenter:** Ms. Rosalind Garcia  
**(Pages #9-12)**

3. To approve an Agreement by and between the New Haven Board of Education and WestED, to provide a qualitative review of the English Learner programs at Hillhouse High School, and provide a 3-day disciplinary institute for up to 30 teachers based on the results of the program review, from March 20, 2019 to June 13, 2019, in an amount not to exceed \$75,000.00.

**Funding Source:** Title I Hillhouse Program  
Acct. #2531-0062-56694-0062

**Presenter:** Mr. Glen Worthy  
**(Pages #13-24)**

4. To approve Amendment #1 to Agreement #96243088 with Cross Sector Consulting to increase the number of evaluation sites from 14 by 4 to 18 for Saturday Academy at Wexler Grant, Fair Haven, Martinez and Troup schools; to increase the number of sites for monitoring of data collection from 15 sites by 4 to 19 sites for the Saturday Academy sites listed above, and to increase funding of \$37,250.00 by \$5,000.00 to \$42,250.00,

**Funding Source:** 21<sup>st</sup> Century Program  
Acct. # 2579-6243-56694-0000 \$5,000.00  
Acct. #2579-6273-56694-0000 \$5,000.00

Acct. #2579-6176-56694-0000 \$3,500.00  
 Acct. #2579-6177-56694-0000 \$4,000.00  
 Acct. #2579-6178-56694-0000 \$4,000.00  
**State Afterschool Program**  
 Acct. #2579-6205-56694-0000 \$4,500.00  
**Extended School Hours Program**  
 Acct. #2579-5326-56694-0000 \$16,250

**Presenter:** Ms. Gemma Joseph Lumpkin  
**(Pages #25-28)**

5. To approve Amendment #3 to Construction Management Agreement by and between the New Haven Board of Education and Giordano Construction Company increasing the compensation amount from \$35,696,422.00 by \$282,346.00 to \$35,978,768.00 for Out of Scope Changes to the CM agreement related to the new Strong 21<sup>st</sup> Century Communications Magnet & Lab School.

**Funding Source:** Capital Projects #3078-17GG-58001  
**Presenter:** Mr. Bob Lynn  
**(Pages #29-50)**

6. To approve Amendment #2 to Consultant Agreement by and between the New Haven Board of Education and BVH Integrated Services, 206 West Newberry Road, Bloomfield, CT for commissioning services for the New Haven Academy increasing the compensation amount from \$238,800 by \$21,390 to \$260,190 for additional services required.

**Funding Source:** Capital Projects #3078-H911-58001  
**Presenter:** Mr. Robert Lynn  
**(Pages #51-57)**

**B. CHANGE ORDERS**

1. To approve Change Order #1 to Contract #21585-1-2 with Precision Food Service for On Call Refrigeration Repairs to increase the compensation amount for services for the remainder of FY 18-19.

Original Amount of Contract	\$60,000.00
<b>Change Order #1</b>	<b>\$40,000.00</b>
Total Amount of Contract	\$100,000.00

**Funding Source:** 2018-2019 Food Services  
 Acct. #2521-5200-56623  
**Presenter:** Mr. Michael Gormany  
**(Pages #58-60)**

2. To approve Change Order #1 to Contract #21589-1-2 with Precision Food Service for On Call Oven and Steam Repairs to increase the compensation amount for services for the remainder of FY 18-19.

Original Amount of Contract	\$125,000.00
<b>Change Order #1</b>	<b>\$ 40,000.00</b>
Total Amount of Contract	\$165,000.00

**Funding Source:** 2018-2019 Food Services  
 Acct. #2521-5200-56623

**Presenter:** Mr. Michael Gormany  
**(Pages #61-63)**

### C. CONTRACTS

1. To approve the Renewal of Contract #21549-2-2 to EnviroMed Services, Inc. 470 Murdock Ave., Meriden, CT for On Call Asbestos and Environmental Management Services for various schools for FY 2019-2020, in an amount not to exceed \$50,000.  
**Funding Source:** 2019-2020 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #64-66)**
2. To approve the Renewal of Contract #21553-2-2 to Encore Holdings, LLC d/b/a Encore Fire Protection, 110 Murphy Rd., Hartford, CT for On Call Fire Alarm Repair and Emergency Service for the NHPS for FY 2019-2020, in an amount not to exceed \$150,000.  
**Funding Source:** 2019-2020 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #67-69)**
3. To approve the Renewal of Contract #21567-2-2 to Tim's Enterprises, LLC, 39 Myrtle Ave., Ansonia, CT for On Call Welding Service for the NHPS for FY 2019-2020, in an amount not to exceed \$25,000.  
**Funding Source:** 2019-2020 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #70-72)**
4. To approve the Renewal of Contract #21568-2-2 to the lowest bidder, Sports Construction & Supplies, 61 East St., Plainville, CT for On Call Gym Equipment Repairs and Replacement for the NHPS for FY 2018-2019, in an amount not to exceed \$50,000.  
**Funding Source:** 2019-2020 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #73-75)**
5. To approve the Renewal of Contract #21569-2-2 to Encore Holdings d/b/a Encore Fire Protection, 110 Murphy Road, Hartford, CT for On Call Fire Sprinkler Service Services for the NHPS for Fiscal Year 2019-2020, in an amount not to exceed \$150,000.  
**Funding Source:** 2019-2010 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #76-78)**
6. To approve the Renewal of Contract #21577-2-2 to Concrete Creations LLC, 281 Chapel St., New Haven, CT for On Call Equipment Rental for the NHPS for FY 2019-2020, in an amount not to exceed \$25,000.  
**Funding Source:** 2019-2010 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #79-81)**
7. To approve the Renewal of Contract #21578-2-2 to Pasquariello Electric, 297 Peck St., New Haven, CT for On Call Electrical Repair Services for the NHPS for FY 2019-2020, in an amount not to exceed \$150,000.  
**Funding Source:** 2019-2020 Capital Projects

**Presenter:** Mr. Joseph Barbarotta  
**(Pages #82-84)**

8. To approve the Renewal of Contract #21587-2-2 to Eagle Rivet Roof Service, 15 Britton Road, Bloomfield, CT for On Call Roof Repairs for the NHPS for 2019-2020, in an amount not to exceed \$150,000.

**Funding Source:** 2019-2020 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #85-87)**

9. To approve the Renewal of Contract #50450-2-2 to Tim's Enterprises LLC, 39 Myrtle Ave., Ansonia, CT for On Call Carpentry and Repairs for NHPS for FY 2019-2020, in an amount not to exceed \$100,000.

**Funding Source:** 2019-2020 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #88-90)**

10. To approve the Renewal of Contract #50471-2-2 to Lior Excavating, LLC, 129 Church St., New Haven, CT for On Call Asphalt and Concrete Services for the NHPS for FY 2019-2020, in an amount not to exceed \$100,000.

**Funding Source:** 2019-2020 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #91-93)**

11. To approve the Renewal of Contract #50477-2-2 to Tri-State Maintenance Services LLC, 356 Old Maple Ave., North Haven, CT for On Call Plumbing Repair Service for the NHPS for FY 2019-2020, in an amount not to exceed \$100,000.

**Funding Source:** 2019-2020 Capital Projects  
**Presenter:** Mr. Joseph Barbarotta  
**(Pages #94-96)**

#### D. PURCHASE ORDER

1. To approve a Purchase Order under State Contract #17PSX0081 to M.E. O'Brien & Sons, Inc., 93 West Street, Medfield, MA for the purchase of playground for Strong/Barack Obama School, in an amount not to exceed \$146,188.25.

**Funding Source:** Capital Projects #3078-17GG-58001  
**Presenter:** Mr. Robert Lynn  
**(Pages #97-101)**

#### E. SCHOOL CONSTRUCTION

1. To approve the filing of Form SCG-042 "Request for Review of Final Plans" with the State Department of Administrative Services (DAS), Office of School Facilities for Phase 2 of 2– Furniture, Fixtures, Equipment & Technology for the Strong 21<sup>st</sup> Century Communications Magnet Lab School Project, SDE 093-0368.

**Presenter:** Mr. Robert Lynn  
**(Pages #102-105)**



## NEW HAVEN PUBLIC SCHOOLS

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# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** Typhanie Jackson, Director of Student Services  
**Re:** Pediatric Services of America, Inc. dba Aveanna Healthcare(AVEANNA)  
**Meeting Date:** March 26, 2019

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**Executive Summary:** Approval is requested for an Agreement by and between the New Haven Board of Education and **Pediatric Services of America, Inc. dba Aveanna Healthcare(AVEANNA)**

**Amount of Agreement and the Daily, Hourly or per Session Cost:** The contractor will be paid at a flat rate of for a maximum of 406 hours. Not to exceed a total amount of \$21,518.00 for the remainder of the 2018-2019 school year.

**Funding Source:** IDEA Handicapped Special Funds Account: #2504-5034-56903

### Key Questions:

1. Please describe how this service is **strategically aligned** with school or District goals:

The student has the right to access a Free and Appropriate Education (FAPE) as identified in his Individual Education Plan (IEP). The 1:1 nursing service allows the student the opportunity to have access to and participate in an appropriate educational program that can meet his needs at this time.

2. What **specific need** will this contractor address?

PSA Nursing provides 1:1 nursing care to a NHPS student with Multiple Disabilities. The student is extremely medically fragile, ventilator dependent, non-verbal and is dependent on adults for all aspects of life (breathing, feeding, movement). The student has medical orders requiring specialized nursing care around the clock in order to monitor/maintain respiration.

3. **Contractor selection:** quotes, RFP, or Sole Source? **Sole Source**  
The nursing agency is currently providing services to student.

4. What **specific skill set** does this contractor bring to the project? (Attach a copy of the **contractor's resume**). AVEANNA provides licensed nursing care around the clock in order to monitor/maintain respiration.



## NEW HAVEN PUBLIC SCHOOLS

5. Is this a **new or continuation service**? **If a continuation service**: a) has cost increased? If yes, by how much? b) What would an alternative contractor cost?

A new service

6. **Evidence of Effectiveness**: How will the contractor's performance be evaluated? **If a continuation service**, attach a copy of previous evaluations or archival data demonstrating effectiveness:

The evident of effectiveness will be evaluated by ongoing meetings, IEP review and staff/parent feedback throughout the remainder of the 2018-2019 school year.

7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not?

N/A

8. Why do you believe this agreement is **fiscally sound**?

This contract is fiscally sound. The district is mandated to provide students with the appropriate supports and services in order for them to have equal access to a Free and Appropriate Public Education (FAPE).

Scope of services is attached.

**AGREEMENT  
By And Between  
The New Haven Board of Education  
AND**

**Pediatric Services of America, Inc. dba Aveanna Healthcare ("AVEANNA")**

**FOR DEPARTMENT/PROGRAM:**

**Student Services/Special Education Department**

This agreement entered into on the 5th day of March, 2019 effective the 26th day of March, 2019 by and between the New Haven Board of Education (herein referred to as the "Board") and, Pediatric Services of America, Inc. dba Aveanna Healthcare 400 Interstate N. Parkway, S.E. Suite 1600 Atlanta, GA 30339 (herein referred to as the "Contractor").

**SCOPE OF SERVICE:**

The contractor will provide 1:1 Nursing Care to a special education student with complex medical needs during the remainder of the 2019 School Year, in order to provide all nursing services required by the student's individual health care plan and maintain constant supervision of the student during the school day and during transportation to and from home/school. This service is necessary in order to provide the student access to a Free and Appropriate Education as identified in the Individual Education Plan (IEP).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required at a rate of \$53.00 per hour for a maximum of 406 hours for a total cost of \$21,518.00 between March 26, 2019 and June 21, 2019.

Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by **IDEA Handicapped Special Funds Account Program** of the New Haven Board of Education, **Account Number: 2504-5034-56903.**

This agreement shall remain in effect from March 26, 2019 to June 21, 2019.

**HOLD HARMLESS**

The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contract through the last day of thirty (30) day notice period.

  
\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Mr. Darnell Goldson, President  
New Haven Board of Education

2/18/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

James Elkington- Senior VP of Reimbursement Services  
\_\_\_\_\_  
Contractor Name Printed or Typed

58-1584862  
\_\_\_\_\_  
Federal I.D. or Social Security Number



**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Creative Leadership Solutions AMENDMENT #: 1

GRANT # if applicable: \_\_\_\_\_ AGREEMENT #: \_\_\_\_\_

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: School Improvement Grant DATE: February 25, 2019

FUNDING SOURCE FOR AGREEMENT: Special Funds School Improvement Grant

ACCT # FOR AGREEMENT: 2531-900-6295-56694-0020

ORIGINAL AMOUNT OF AGREEMENT: \$42,900

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$42,900

X ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$42,900

X INCREASE OR \_\_\_\_\_ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 85,800

FUNDING SOURCE & ACCT # FOR AMENDMENT: 2531-900-6299-56694-0020

DESCRIPTION AND NEED FOR AMENDMENT: Doug Reeves to provide 6 additional onsite professional development along with phone conferences and data check ins. These 6 professional developments will be a continuation of the professional development and data practices provided in original agreement. These additional days will allow administration, leadership, and teachers to work with Doug Reeves extending his service from the end of March through the middle of June.

**ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT**

CONTRACTOR'S SIGNATURE: \_\_\_\_\_

James Kucykowski  
(Name)

2-26-19

(Date)

Operations Manager

(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)

## AGREEMENT

By And Between  
The New Haven Board of Education

AND AGREEMENT NO. 96295187

[Creative Leadership Solutions]

FOR DEPARTMENT/PROGRAM:

[Lincoln Bassett Community School]

This Agreement entered into on the 11<sup>th</sup> day of February, 2019 effective (no sooner than the day after Board of Education Approval), the 11<sup>th</sup> day of February, 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, Creative Leadership Solutions located at 100 Beacon Street Boston, MA 02116 (herein referred to as the "Contractor").

**SCOPE OF SERVICE:** Creative Leadership Solutions agrees to provide a speaker, Douglas Reeves ( "Associate"), to disseminate information to the leadership team, and staff on topics from Leading to Succeeding. These sessions are a continuation from the fall sessions where we dug deeper into creating a data team process which helps drive instruction. Doug Reeves will provide 6 full day on site sessions with continued supports and travel. Doug will meet with leadership and staff focused on informative data team practices to drive instruction for 2 full day sessions. The 3<sup>rd</sup>, 4<sup>th</sup> sessions will include classroom walk through with feedback for sustainable positive change around using data to drive instruction. The 5<sup>th</sup> and 6<sup>th</sup> session will cycle back to the data team process using classroom walk-throughs and offer professional development around data driven instruction. He will work closely with teachers and leadership to help use data to drive instruction and engagement.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of **\$7,150 per day(s)** for up to a maximum of **6 day(s)**. The maximum amount the contractor shall be paid under this agreement: Forty Two Thousand Nine Hundred dollars (\$42,900). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by School Improvement Grant (SIG) Program of the New Haven Board of Education, **Account Number:** 2531 - 6295 - 56694-0020

This agreement shall remain in effect from January 28<sup>th</sup> 2019 to March 29<sup>th</sup> 2019.

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

Lauren Kruczkowski  
Contractor Signature

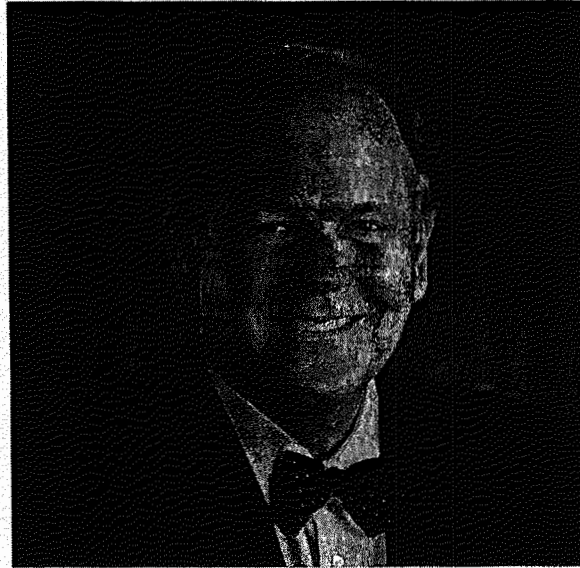
1-8-19  
Date

Lauren Kruczkowski  
Director of Operations  
Contractor Printed Name & Title

[Signature]  
President  
New Haven Board of Education

2/11/19  
Date

Revised: 7/17



## Creative Leadership Solutions Douglas Reeves, Ph.D.

Dr. Douglas Reeves is the founder of Creative Leadership Solutions, an international professional development organization. He has worked with educational organizations throughout the world. The author of more than 30 books and more than 100 articles on leadership and organizational effectiveness, he has twice been named to the Harvard University Distinguished Authors Series and was named the Brock International Laureate for his contributions to education. Dr. Reeves received both the Distinguished Service Award from the National Association of Secondary School Principals and the Parent's Choice Award for his writing for children and parents. His career of work in professional learning led to the Contribution to the Field Award from the National Staff Development Council. His most recent books include *From Leading to Succeeding* and *Elements of Grading (2<sup>nd</sup> edition)*, both published by Solution Tree Press. Doug's research, articles, and videos are available as free downloads at [CreativeLeadership.net](http://CreativeLeadership.net).



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Glen Worthy

Date: February 25, 2019

Re: Quality for English Learners (QTEL)

Proposed Meeting Date: March 11, 2019

Executive Summary/ Statement:

The English Learner -and all students- program review will consist of a qualitative review of the English Learner programs at the site. WestEd staff will facilitate a three-part inquiry process to determine the current status of educational programs and practices, identify areas for improvement and develop recommendations for next steps. This process will include collaborative and complementary processes carried out by WestEd English Learner experts.

March 2019	<ul style="list-style-type: none"> <li>• Phase 1 <ul style="list-style-type: none"> <li>○ Develop tools and protocols</li> <li>○ Project Launch</li> </ul> </li> </ul>
April 2019	<ul style="list-style-type: none"> <li>• Phase 2 &amp; 3 <ul style="list-style-type: none"> <li>○ Code and analyze data</li> </ul> </li> <li>• Phase 3 <ul style="list-style-type: none"> <li>○ Report on findings and recommendations for improvement</li> <li>○ Facilitate planning for improvement</li> </ul> </li> <li>• Phase 4: Reports to varied stakeholders are presented</li> </ul>
April/May 2019	2 or 3 3-day professional development institutes in English Language Arts, Math, and another yet unspecified area will be offered

Amount of Agreement and the Daily, Hourly or per Session Cost:

Total amount: \$75000

\$46,000 is the cost of the program review and \$29,000 is the cost of the 3-day disciplinary institute design as a result of the program review. (up to 30 teachers= 967 dollars per teacher)

Funding Source & Account#: Title 1 2531-0062-56694-0062

Key Questions:

1. Please describe how this service is strategically aligned with school or District goals: Written into our School Improvement Grant we stated that we would provide both students and teachers with linguistic and cultural responsive teaching. (QTEL) will provide customized, research-based professional learning opportunities and support to teacher in order for them to deliver effective instruction for our EL population.

2. What **specific need** will this contractor address?
  - 1) develop the capacity of educators to serve English Learners (ELs) and other students with rigor and excellence; and 2) to gradually and through an intensive and well supported educator apprenticeship transform the school into a place where everybody learns for their and society's benefit.
3. **Contractor selection:** quotes, RFP, or Sole Source? Please describe: **Sole Source**
4. What **specific skill set** does this contractor bring to the project?

WestEd is known for their inquiry expertise on effective EL programming and designing structures to address specific programmatic needs. Thus, they will assist the school in the Development of a comprehensive plan for school-wide professional learning, program support and instructional improvement to strengthen English Learner and other programs in the school.
5. Is this a **new or continuation service**? New service
6. **Evidence of Effectiveness: How will the contractor's performance be evaluated?** Teacher feedback and observations in addition to breadth and depth description of the instructional practices at Hillhouse and how they address ELs need.
7. If the service is a professional development program, can the training be provided internally, by district staff? If not, why not? No one on our staff has the capacity or the experience to make a school-wide programmatic review inclusive of both EL best practices and reform that is targeted for ELs at the high school level and to prepare ELs for college and career readiness. .
8. Why do you believe this agreement is **fiscally sound**?

To accomplish pedagogical shifts, teachers need to develop the capacity to design and implement rigorous, generative instructional programs for all their students. Educators need to weave language, literacy and content instruction to accelerate the development of English Learners and all other students. Hillhouse is experiencing substantial increase in ELs and have not had sufficient professional development to meet the needs of all students.



NEW HAVEN PUBLIC SCHOOLS

## AGREEMENT

By And Between

**The New Haven Board of Education**

AND

**WestEd**

FOR DEPARTMENT/PROGRAM:

**James Hillhouse High School**

This Agreement entered into on the 19<sup>th</sup> day of March, 2019, effective *(no sooner than the day after Board of Education Approval)*, the 19<sup>th</sup> day of March 2019, by and between the New Haven Board of Education (herein referred to as the "Board") and, **WestEd**, located at **730 Harrison Street, San Francisco, CA 94107** (herein referred to as the "Contractor").

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of 75,000 per day, hour or session, for a total of days, hours or sessions

**Total amount: \$75000**

**\$46,000 is the cost of the program review and \$29,000 is the cost of the 3-day disciplinary institute as a result of the program review. (up to 30 teachers= 967 dollars per teacher)**

The maximum amount the contractor shall be paid under this agreement: three thousand, two hundred and forty dollars (75000). Compensation will be made upon submission of an invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by Title **I\_Program** of the New Haven Board of Education, **Account Number: 2531-0062-56694-0062**

This agreement shall remain in effect from March 20, 2019 to June 13, 2019.

**SCOPE OF SERVICE:** *Describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing is attached).*

The English Learner -and all students- program review will consist of a qualitative review of the English Learner programs at the site. WestEd staff will facilitate a three-part inquiry process (Figure 1) to determine the current status of educational programs and practices, identify areas for improvement and develop recommendations for next steps. This process will include collaborative and complementary processes carried out by WestEd English Learner experts.

First, QTEL staff will work with a site team of 6 - 10 instructional leaders in developing a clear vision for what constitutes quality practices for English Learners in the 21<sup>st</sup> century. Next, we will

engage the team in a guided process of data collection and analysis. Finally, we will engage the leadership team in analyzing and interpreting the results and planning for next steps.

This collaborative approach to the review of educational opportunities offered English Learners and all students will serve to develop a common vision and understanding of what constitutes quality practice for English Learners and build staff capacity to design, implement and monitor exemplary programs for English Learners and other students.

**Exhibit A: Scope of Service** Attach contractor's detailed Scope of Service with all costs for services including travel and supplies, if applicable.

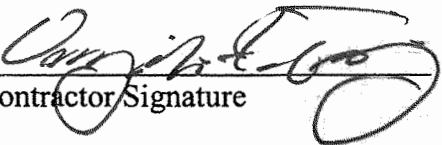
**Exhibit B: Student Data and Privacy Agreement:** Attached

It is noted, for avoidance of doubt, that no protected student information will be collected as part of this project, neither student names nor other identifying information, by the Contractor.

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor's breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

3/8/19  
Date

\_\_\_\_\_  
Date

Virgilio F. Tinio, Jr., Contracts Manager  
Contractor Printed Name & Title

Revised: 10/2/18



# Quality Teaching for English Learners Services for Hillhouse High School, New Haven, Connecticut

## Introduction

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The Quality Teaching for English Learners (QTEL) initiative at WestEd partners with schools and districts to provide customized, research-based professional learning opportunities and support to: 1) develop the capacity of educators to serve English Learners (ELs) and other students with rigor and excellence; and 2) to gradually and through an intensive and well supported educator apprenticeship transform schools into places where everybody learns for their and society's benefit. This scope of work presents professional development and technical assistance services for Hillhouse High School to be provided by QTEL in the 2018 - 2019 school year.

## Scope of Work

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A high school that prepares all of its students to be community, college, and career-ready is a school that has a clear vision -shared by all- of the pivotal role of schooling in society. Furthermore, all the adults in this school recognize that their mission is to develop the immense potential all students take to school by working on the development of their futures, not by lamenting their pasts, sharing a future-oriented stance and pedagogy. (Walqui & van Lier, 2010).

If the goal is for students to acquire the complex skills needed to be community-, college-, and career-ready, English Learners (ELs) and all other students, they must be apprenticed into critical academic and disciplinary practices while using a language that they are still developing (native speakers of English and users of a non-standard dialect are also developing their academic uses of English). Yet, to support the growth of simultaneous subject-specific conceptual, analytic, and language practices requires major shifts in educator expertise and in pedagogy. Some of the key shifts required for this important talk include moving:

- from a view of learning as an individual process to a socially engaged one
- from considering language learning as the linear development of correct grammar and vocabulary to a non-linear, spiraling, complex process focused on participation in disciplinary practices;
- from “curricularizing” language (Valdés, 2018) by teaching it in bits and pieces as if it was an academic endeavor in and of itself to supporting students’ participation in activities that develop disciplinary understanding, literacy, and language use at the same time (Walqui, 2012).

To accomplish these pedagogical shifts, teachers need to develop the capacity to design and implement rigorous, generative instructional programs for all their students. Educators need to weave language, literacy and content instruction to accelerate the development of English Learners and all other students.

In order to collaborate with and support Fair Haven School in building the expertise of educators to design, implement and monitor quality learning opportunities for English Learners, and the academic growth of the school into a site that models educational excellence for all, we propose to engage the school community in a multi-year plan of capacity building. More specifically, we propose the following work for year one:

1. A “light” collaborative review of English Learner programs and instructional opportunities at the school in order to agree on the urgency of change and to determine capacity development and technical assistance needs
2. A meeting to communicate the findings of the review to diverse groups of stakeholders
3. 3 days of 2 QTEL Professional Development for 36 participants including administrators and/or teachers during April, in the areas of English Language Arts and Mathematics
4. Development of a comprehensive plan for school-wide professional learning, program support and instructional improvement to strengthen English Learner and other programs in the school.

### **Review of the Educational Opportunities Offered English Learners and All Students in Hillhouse High School**

Staff in the Quality Teaching for English Learners Initiative will engage a team of administrators and teacher leaders in a collaborative inquiry process to study the instructional opportunities offered English Learners in Hillhouse High School across the disciplines and in English as a Second Language classes. This effort will begin developing a united vision of quality learning for all, render an assessment of educational needs, and will determine areas for improvement and capacity building in the quality and structure of educational programs offered ELs and other students. The English Learners Program Review will help understand the gap between the status quo and the vision of quality learning for all. It will thus inform instructional and programmatic decisions the school can undertake to strengthen its programs for English Learners.

More specifically the review will:

- Develop a clear and specific professional lens for the assessment of the level of quality offered students instructionally. During this phase principles for quality learning will be discussed, exemplified, and a shared vision of accomplished teaching will be gained.
- Using this newly developed lens, participants will assess the current status of instruction through multiple lenses including rigor, engagement, and quality of language and literacy development opportunities. The review will include the perspectives of multiple stakeholders: site administrators, instructional coaches, and teacher-leaders.
- Compare the current status of instruction with the learning opportunities that schools need to offer their students so that they develop deep and transferable skills.
- Focus on the demanding literacies students--both native speakers of English as well as second

language learners--need to develop in order to be college- and career-ready.

## Process for the Review

The English Learner -and all students- program review will consist of a qualitative review of the English Learner programs at the site. WestEd staff will facilitate a three-part inquiry process (Figure 1) to determine the current status of educational programs and practices, identify areas for improvement and develop recommendations for next steps. This process will include collaborative and complementary processes carried out by WestEd English Learner experts.

First, QTEL staff will work with a site team of 6 – 10 instructional leaders in developing a clear vision for what constitutes quality practices for English Learners in the 21<sup>st</sup> century. Next, we will engage the team in a guided process of data collection and analysis. Finally, we will engage the leadership team in analyzing and interpreting the results and planning for next steps.

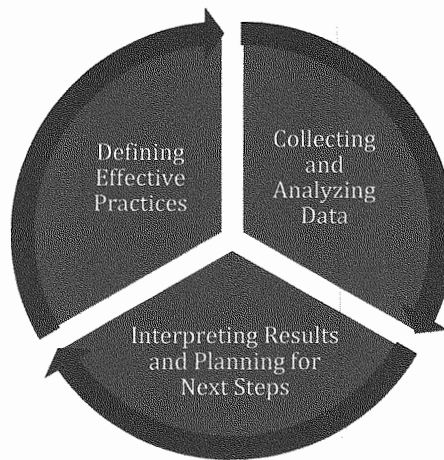


Figure 1: Collaborative Inquiry Process

This collaborative approach to the review of educational opportunities offered English Learners and all students will serve to develop a common vision and understanding of what constitutes quality practice for English Learners and build staff capacity to design, implement and monitor exemplary programs for English Learners and other students.

### *Phase 1: Launch for the EL Review*

Launch of collaborative and complementary inquiry process

- a. Task 1.1: Design study protocols and evaluation instruments to address program review criteria and focus
- b. Task 1.2: Conduct PD for School Leadership Team on effective practices for English Learners
- c. Task 1.3: Provide training on data collection processes and protocols to be used in collaborative activities

*Deliverables:*

- Tools and protocols for student shadowing and classroom observations to be conducted collaboratively with local leadership team
- Training sessions with leadership team to develop expertise and practice use of data collection protocols

*Phase 2 – Data collection and analysis*

Collaborative data collection about the teaching and learning experienced by English Learners with a focus on: academic rigor, equity and access to quality interactions, and disciplinary language and literacy development.

- a. Task 2.1: *Conduct a one-day school visit to observe instruction that is representative of the opportunities provided to English learners and other students.* A variety of disciplinary classes will be observed. During site visits, WestEd and local staff will gather data on classroom instruction for English Learners. A random sample of classes will be observed using the Quality Teaching for English Learners protocols.
- b. Task 2.2: *Shadow English Learners in different program models.* WestEd staff will facilitate a process for site leaders to shadow a representative sample of English Learners at the site to understand their educational experiences.

*Deliverables:*

- Collection and organization of data in preparation for data analysis

*Phase 3 – Interpreting results, recommendations and planning*

Analyze data collected collaboratively and by QTEL staff.

- a. Task 3.1: Code and analyze data from all data sources
- b. Task 3.2: Compare current status of program with research-based criteria to synthesize major findings

Develop a summary of findings with recommendations for improvement and capacity building.

- a. Task 4.1: Develop report of key findings
- b. Task 4.2: Identify high leverage strategies for improvement
- c. Task 4.2: Present findings and recommendations to school personnel

Develop plan for improvement.

*Deliverables:*

- Prepare report on findings with recommendations for improvement planning and capacity building

- Develop summary presentation on findings and recommendations for a variety of stakeholders
- Facilitate planning for improvement

The EL Review will guide the design of a whole school model of capacity building to improve instructional programs and services for English Learners at Hillhouse High School. After completing the review, we will engage in three days of subject-specific professional development for teachers. Since QTEL professional developers can work with up to 32 teachers in each institute, and it is possible that Hillhouse High School may not have that many teachers in a discipline, this offers an opportunity to invite teachers from other middle or high schools to participate in the institute and become collaborators with Hillhouse educators.

Furthermore, summer institutes will also be considered.

## Timeline for Activities Proposed

The calendar for activities will be agreed upon based on school calendars and QTEL staff availability. A possible schedule of events includes:

<b>March 2019</b>	<ul style="list-style-type: none"> <li>• Phase 1 <ul style="list-style-type: none"> <li>○ Develop tools and protocols</li> <li>○ Project Launch</li> </ul> </li> </ul>
<b>April 2019</b>	<ul style="list-style-type: none"> <li>• Phase 2 &amp; 3 Code and analyze data</li> <li>• Phase 3 <ul style="list-style-type: none"> <li>○ Professional Development for 12 administrators and teacher leaders in San Francisco, CA</li> <li>○ Report on findings and recommendations for improvement</li> <li>○ Facilitate planning for improvement</li> </ul> </li> <li>• Phase 4: Reports to varied stakeholders are presented</li> </ul>
<b>April/May 2019</b>	2 or 3 3-day professional development institutes in English Language Arts, Math, and another yet unspecified area will be offered
<b>July 2019</b>	Hillhouse principal, Glen Worthy and Other EL Secondary Leader attend QTEL Summer Institutes. Mr. Hillhouse will attend the Building the Base Secondary and OTHER will attend the Leadership Institute.

## Costs for Proposed Services

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The fixed price cost for the scope of work proposed above is outlined below by components. These fixed prices include all WestEd staff time, services and materials for carrying out the activities described above.

- A “light” review would be **\$46,000**- three days on site, to work with a small team of 8-9 people setting vision, calibration training, collecting classroom observation/ shadowing, analyzing data, presenting results to school team (not a long report but rather a presentation of findings) (we would have 3 staff members on site for 3-4 days)
- A 3 - day disciplinary PD institute for up to 32 participants would be **\$29,000**
- A 4 - day PD institute for up to 32 participants would be **\$36,000**
- Registration for a team of 5 or more participants to the SF 2019 institute would be **\$1,650** per person

The institute prices are per session so multiply by number of sessions or disciplines to be offered to get total costs.

Not covered in the fixed price for the professional development services described above are the following:

- Participant time – costs for HHS staff to attend trainings.
- Locations – HHS will need to provide adequate facilities (classrooms, meeting rooms) for the training and meeting sessions that take place in New Haven.
- Supplies and Presentation Equipment – HHS will need to provide basic supplies (markers, poster paper, post it notes) and presentation equipment (LCD projector, audio speakers) in the training
- Meals – catering services provided to participants when the professional development is in New Haven are not included in the price. QTEL’s Summer Institute registration covers breakfast and lunch as well as transportation from the hotel to The Presidio and back.

### References

- Valdés, G. (2008). Analyzing the curricularization of language in two-way immersion education: Restating two cautionary notes. *Bilingual Research Journal*, 41:4, 388-412.
- Walqui, A. (2012). *Shifts in the development of discipline specific language*. Stanford, CA: Understanding Language Initiative.

## NEW HAVEN PUBLIC SCHOOLS

### EXHIBIT B

#### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18



**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Cross Sector Consulting

AMENDMENT #: 1

GRANT # if applicable: 2579

AGREEMENT #: 96243088

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME; 21<sup>st</sup> Century, State ASP, and Extended School Hours Grants      DATE: 2/15/2019

FUNDING SOURCE FOR AGREEMENT: 21<sup>st</sup> Century, State ASP, and Extended School Hours Grants

ACCT # FOR AGREEMENT: # 2579-56694

ORIGINAL AMOUNT OF AGREEMENT: \$ 37,250.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$ 37,250.00

21<sup>st</sup> Century Cohort XV (East Rock, Daniels): 2579-6243-56694-0000: \$5,000.00

21<sup>st</sup> Century Cohort XVI (Davis, Bishop Woods): 2579-6273-56694-0000: \$5,000.00

21<sup>st</sup> Century Cohort XIII (Hillhouse) 2579-6176-56694-0000: \$3,500.00

21<sup>st</sup> Century Cohort XIII (Fair Haven, Clinton, Columbus, Martinez): 2579-6177-56694-0000: \$4,000.00

21<sup>st</sup> Century Cohort XIII (Hill Central, Clemente) 2579-6178-56694-0000: \$4,000.00

State Afterschool Grant (Wilbur Cross, HSC, Sound) 2579-6205-56694-0000: \$4,500.00

Extended School Hours Grant (Data Monitoring) 2579-5326-56694-0000: \$11,250.00

AMOUNT OF THIS AMENDMENT: \$5,000.00       X ACTUAL    OR     ESTIMATE

X INCREASE OR     DECREASE


AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$42,250.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: Extended School Hours Grant # 2579-5326-56694-0000

**DESCRIPTION AND NEED FOR AMENDMENT:**

1. The contractor will increase the number of evaluations from 14 by 4 to 18 to include the four Saturday Academy sites at Wexler, Fair Haven, Martinez, and Troup Schools. The results of these evaluations will be documented in reports
2. The contractor will include the monitoring of the data collected at the Saturday Academy sites which will increase the monitoring of the current sites from 15 sites by 4 sites to 19 sites to include the four Saturday Academy sites at Wexler, Fair Haven, Martinez, and Troup Schools. The results of these monitoring activities and any related findings or recommendations will be documented in reports
3. To increase funding of \$37,250.00 by \$5,000.00 to (\$42,250.00) and fund the Amendment as follows:  
**Extended School Hours Grant (Data Monitoring) 2579-5326-56694-0000: (\$5,000)**

**ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT**

CONTRACTOR'S SIGNATURE:   
(Name) MARK NICOL  
Partner  
(Title)

2/21/2019  
(Date)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President

\_\_\_\_\_  
(Date)

# CONTRACTORS COPY

## AGREEMENT

By And Between

The New Haven Board of Education  
AND

AGREEMENT NO. 96243088

Cross Sector Consulting

FOR DEPARTMENT/PROGRAM:

**Youth Family and Community Engagement/Program Evaluation and Monitoring**

This Agreement entered into on the 20th day of August, 2018 effective the 11<sup>th</sup> day of September, 2018, by and between the New Haven Board of Education (herein referred to as the "Board") and, Cross Sector Consulting, located at 2558 Whitney Ave. #201, Hamden CT, 06518 (herein referred to as the "Contractor").

Fiscal support for this Agreement shall be by the following accounts, pending receipt of funds:

**External Evaluation Reports:**

21<sup>st</sup> Century Cohort XV (East Rock, Daniels): 2579-6243-56694-0000: \$5,000.00

21<sup>st</sup> Century Cohort XVI (Davis, Bishop Woods): 2579-6273-56694-0000: \$5,000.00

21<sup>st</sup> Century Cohort XIII (Hillhouse) 2579-6176-56694-0000: \$3,500.00

21<sup>st</sup> Century Cohort XIII (Fair Haven, Clinton, Columbus, Martinez): 2579-6177-56694-0000: \$4,000.00

21<sup>st</sup> Century Cohort XIII (Hill Central, Clemente) 2579-6178-56694-0000: \$4,000.00

State Afterschool Grant (Wilbur Cross, HSC, Sound) 2579-6205-56694-0000: \$4,500.00

**Program Data Monitoring Reports:**

Extended School Hours Grant: 2579-5326-56694-0000: \$11,250.00

**SCOPE OF SERVICE:**

The contractor will perform external evaluations of the operations of the 21<sup>st</sup> Century Community Learning Center grant (21C) and State Afterschool grant (SAG) at East Rock, Daniels, Hillhouse, Fair Haven, Clinton, Columbus, Martinez, Hill Central, Clemente, Davis, Bishop Woods, Wilbur Cross, High School in the Community and Sound schools. The results of these evaluations will be documented in reports.

The contractor will monitor program data collected in support 21<sup>st</sup> Century Community Learning Center grant (21C) and State Afterschool grant (SAG) at East Rock, Daniels, Hillhouse, Fair Haven, Clinton, Columbus, Martinez, Hill Central, Clemente, Truman, Davis, Bishop Woods, Wilbur Cross, High School in the Community and Sound schools. The results of these monitoring activities and any related findings or recommendations will be documented in a monthly report.

The contractor agrees that the following activities are integral to evaluation and monitoring, and shall:

1. Meet with the NHBOE staff (project director, grant manager, and others) to develop an overall work plan for the technical assistance and evaluation project.
2. Develop site visit protocols in collaboration with NHBOE staff.
3. Assist NHBOE staff and site staff in maintaining a database for tracking attendance and other factors as required. Work with NHBOE staff to analyze programmatic and student data. Conduct on-site observations of the before and after school programs at the schools using the APT-O tool and additional criteria agreed upon by Central Office.
4. Provide technical assistance as requested by NHBOE staff and/or site staff, pending availability of contractor staff.
5. Attend meetings as requested to address programmatic issues with NHBOE staff and/or site staff.
6. Perform site visits to observe program operations.
7. Perform reviews of program data to ensure completeness, accuracy and compliance with grantor directives.
8. Prepare written reports documenting any evaluations, findings or recommendations for each site.

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of:

\$2,500.00 per evaluation report for East Rock and Daniels, \$5,000.00 total.

\$1,000.00 per evaluation report for Fair Haven, Clinton, Columbus and Martinez \$4,000.00 total.

\$3,500.00 per evaluation report for Hillhouse, \$3,500.00 total.

\$2,000.00 per evaluation report for Clemente and Hill Central, \$4,000.00 total.

\$2,500.00 per evaluation report for Bishop Woods and Davis, \$5,000.00 total.

\$1,500.00 per evaluation report for Wilbur Cross, HSC and Sound, \$4,500.00 total.

\$1,125.00 per month, 10 months total, September through June, for the program data monitoring reports, \$11,250.00 total.

The maximum amount the contractor shall be paid under this agreement: thirty-seven-thousand two-hundred-fifty dollars (\$37,250.00).

Compensation will be made upon submission of an invoice indicating which evaluations or reports have been completed, the dates of the visits to the sites if applicable, and a copy of any associated reports.

This agreement shall remain in effect from September 11, 2018 to June 30, 2019.

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education prior to service start date. Contactors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney's fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor' breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

  
\_\_\_\_\_  
Contractor Signature

8-21-2018  
Date

Mark J. Nickel, Managing Partner

\_\_\_\_\_  
Contractor Name Printed or Typed

  
\_\_\_\_\_  
President, New Haven Board of Education

9/12/18  
Date

Revised: 7/17



NEW HAVEN PUBLIC SCHOOLS

# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** *TAL* Thomas Smith/Robert Lynn *ry*  
**Re:** Strong School 21<sup>st</sup> Century Communications Magnet & Lab School  
 Giordano Construction Company  
 Amendment #3 to CM Agreement  
**Meeting Date:** March 18, 2019

## Executive Summary:

Approval is requested for **Amendment #3** to the Construction Management (CM) Agreement for the new Strong 21<sup>st</sup> Century Communications Magnet & Lab School with the Giordano Construction Company of 1155 Main Street, Branford, CT 06405. This amendment is for Out of Scope Changes to the CM agreement. This amendment is in the amount of **(\$282,346.00)**.

## Amount of Agreement and Amendment History:

Item	Amount	Cumulative Contract Value
Agreement		\$203,000.00
Amendment #1	\$35,624,943.00	\$35,827,943.00
Amendment #2	(\$131,521.00)	\$35,696,422.00
<b>Amendment #3</b>	<b>\$282,346.00</b>	<b>\$35,978,768.00</b>

Funding Source: 3078-17GG-58001

The Amendment and complete scope of services is attached.

**THIRD AMENDMENT TO AGREEMENT  
FOR CONSTRUCTION MANAGEMENT SERVICES  
BY AND BETWEEN THE CITY OF NEW HAVEN BOARD OF EDUCATION  
("OWNER") AND GIORDANO CONSTRUCTION DATED FEBRUARY 14, 2017  
("CONSTRUCTION MANAGER")  
A19-**

THIRD AMENDMENT dated as of \_\_\_\_\_, 2019 by and between the City of New Haven Board of Education of 54 Meadow Street, New Haven, Connecticut 06519 ("Owner") and Giordano Construction, 1155 Main Street, Branford, CT 06405 ("Construction Manager").

WHEREAS, the Owner and the Construction Manager entered into that certain Standard Form of Agreement Between Owner Construction Manager dated February 14, 2017 ("Agreement" (A17-0113), Amendment #1 (A18-0531) and Amendment #2 (A19-0058) for the provision of Construction Management services in connection with construction and renovations to the Strong 21<sup>st</sup> Century Communications Magnet & Lab School ("Project"); and

WHEREAS, the Owner has requested the Construction Manager to provide reduced services to the Project;

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Additional Compensation: The Owner agrees to pay the Construction Manager an additional amount Two Hundred Eighty Two Thousand, Three Hundred Forty Six Dollars and No Cents (\$282,346.00).
2. Guaranteed Maximum Price: This Amendment will result in an increase in the Guaranteed Maximum Price from Thirty Five Million, Six Hundred Ninety Six Thousand, Four Hundred Twenty Two Dollars and No Cents (\$35,696,422.00) to a new Guaranteed Maximum Price amount of Thirty Five Million, Nine Hundred Seventy Eight Thousand, Seven Hundred Sixty Eight Dollars and No Cents (\$35,978,768.00).
3. Additional Services: The Construction Manager agrees to provide the additional services of construction management administration for the project, as indicated by Exhibits A, B1 and B2.
4. No Waiver: Except as specifically described in this Amendment, nothing in this Agreement shall be construed as a waiver by the Board of any of the provisions of this Agreement. The Construction Manager acknowledges, agrees and confirms that in accordance with the terms of the Agreement, the Construction Manager shall not be entitled to any compensation in excess of the Additional Compensation referenced herein.

5. Effectiveness: On and after the date hereof, each reference in the Agreement to “the Agreement,” “this Agreement”, “hereunder,” “hereof,” “herein,” or words of like import shall mean and be in reference to the Agreement as amended.
  
6. Survival: Except as otherwise amended herein, the Agreement shall remain in full force and effect. Subject to the amendment specifically described herein, the Consultant and the Board hereby ratify and confirm the remaining provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed three (3) counterparts of this Agreement as of the day and year first above written.

**WITNESS**

**NEW HAVEN BOARD OF EDUCATION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Darnell Goldson**  
**President, Board of Education**

**WITNESS**

**GIORDANO CONSTRUCTION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Duly Authorized**

**Approved as to Form and  
Correctness**

\_\_\_\_\_  
**Stacy Lynn Werner**  
**Senior Assistant Corporation**  
**Counsel**



**GIORDANO CONSTRUCTION**  
**Strong School**  
**Agreement History - Exhibit A**

Agreement		Cumulative Total
	<b>Pre-Construction Phase</b>	\$ 203,000.00
	<b>TOTAL AGREEMENT :</b>	<b>\$203,000.00</b>
<b>Amendment #1</b>	<b>Construction Phase</b>	
	Staffing	\$1,182,801.00
	Reimbursables	\$488,750.00
	General Requirements	\$592,473.00
	Subtotal:	<b>\$2,264,024.00</b>
BP #1A	Progress and Final Cleaning	Advantage Maintenance \$94,980.00
BP #1C	Final Cleaning	Cdees Cleaning \$15,370.00
BP #2A	Sitework	Manafort Brothers Inc \$3,294,000.00
BP #2F	Construction Fencing	J&S General Contractors \$30,025.00
BP #2L	Landscaping	Glen Terrace \$160,000.00
BP #3A	Concrete	Ralph Computaro & Sons \$1,472,190.00
BP #4A	Masonry	Acronam Masonry Inc. \$2,140,000.00
BP #5A	Structural Steel & Misc. Metals	The Berlin Steel Co. \$3,071,075.00
BP #6A	Wall Systems & Specialties	Conn Acoustics \$4,029,224.00
BP #6B	Millwork	Legere Group \$749,088.00
BP #6C	Acoustical Ceilings	Turnbridge Construction \$49,700.00
BP #6D	Drywall & Taping	Turnbridge Construction \$97,500.00
BP #6M	Millwork Installation	Turnbridge Construction \$54,200.00
BP #7A	Roofing	Young Developers \$555,000.00
BP #7B	Exterior Panels	Massey's Plate Glass & Alum. \$1,106,896.00
BP #8A	Windows & Curtainwall	Massey's Plate Glass & Alum. \$2,033,000.00
BP #9A	Flooring	R&B Ceramic Tile \$609,000.00
BP #9B	Painting	Professional Painting \$196,500.00
BP #9P	Painting	Professional Painting \$12,700.00
BP #10A	Toilet Partitions & Access.	The Coe & Brown Company \$53,600.00
BP #10B	Metal Shelving	The Coe & Brown Company \$30,800.00
BP #10C	Lockers	The Coe & Brown Company \$120,000.00
BP #15	Mechanical	MJ Daly \$7,877,000.00
BP #16	Electrical	Ducci Electrical Contractors \$3,578,000.00
	Subtotal:	<b>\$31,429,848.00</b>
	CM Fee (2.0%)	\$673,877.00
	Contingency (4.0%)	\$1,257,194.00
	<b>TOTAL AMENDMENT #1:</b>	<b>\$35,624,943.00</b>
		<b>\$35,827,943.00</b>
<b>Amendment #2</b>	GNHWPCA 1/2 Connection Fee	\$28,666.00
	CNG Service Installation	\$41,989.00
	Out of Scope Changes	\$179,453.00
	VE Changes	(\$360,027.00)
	Subtotal:	<b>(\$109,919.00)</b>
	CM Fee (2.0%) Subcontract Cost VE	
	Changes - Back to Owner (\$360,027)	(\$7,201.00)
	Contingency (4.0%) Subcontract Cost	
	VE Changes - Back to Owner	
	(\$360,027)	(\$14,401.00)
	<b>TOTAL AMENDMENT #2:</b>	<b>(\$131,521.00)</b>
		<b>\$35,696,422.00</b>
<b>Amendment #3</b>	Out of Scope Changes	\$282,346.00
	<b>TOTAL AMENDMENT #3:</b>	<b>\$282,346.00</b>
		<b>\$35,978,768.00</b>

## Exhibit B1

Strong 21st Century Communications Magnet Lab School Phase 1  
SDE# 096-0368N

Giordano Construction Co., Inc  
**AMENDMENT #3**

ITEM	AMOUNT	TOTAL
<b>6.1 COST OF THE WORK</b>		
<b>6.1.2 CM Costs</b>		
<u>Construction Phase</u>		
<b>6.1.2 Subtotal CM Costs</b>		\$0.00
<b>6.1.3 Subcontract Costs</b>		
Out of Scope Change Orders	\$282,346.00	
	\$282,346.00	
<b>Subtotal 6.1.3:</b>		\$282,346.00
<b>6.1.6 Miscellaneous Costs</b>		
- Liability Insurance		
- CM Bond	.8%	
- Other Item		
<b>Subtotal 6.1.6:</b>		\$ -
<b>SUBTOTAL 6.1 (COST OF THE WORK):</b>		\$282,346.00
<b>5.1.1 CONSTRUCTION MANAGER'S FEE</b>		
CM Fee (2.0%) of Subcontract Cost	\$0.00	
<b>SUBTOTAL 5.1.1 (CM FEE):</b>		\$0.00
<b>5.2.1 CONTINGENCY</b>		
Contingency Fee (4.0%) of Subcontract Cost	\$0.00	\$0.00
<b>SUBTOTAL 5.2.1 (CONTINGENCY):</b>		
<b>TOTAL GMP: FOR AMENDMENT #3</b>		\$282,346.00
<b>TOTAL GMP: FOR AMENDMENT #2</b>		(\$131,521.00)
<b>TOTAL GMP: FOR AMENDMENT #1</b>		\$35,624,943.00
<b>Prior GMP: FOR BASE CONTRACT</b>		\$203,000.00
<b>Total GMP To Date:</b>		\$35,978,768.00



# NEW HAVEN SCHOOL CONSTRUCTION PROGRAM CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#036  
 ADDRESS: **69 Farnham Avenue NH, CT** DATE:12/17/18  
 ARCHITECT: **JCJ** CITY PROJECT#  
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:  In Scope:  Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK: ASI 15 Lintels & Louvers & Stair #1**

Trade Contractor	Description of Scope of Work	Amount	E/I
Berlin Steel - 05	Material & Labor for additional steel work as per ASI 015. Lintel @ Louver L4 per SKS-05.	\$18,605.00	E
Berlin Steel - 11		\$6,635.00	E
Total:		\$25,240.00	E

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum:  Unit price:  Eligible:   
 Time and Material:  Other:  Ineligible:

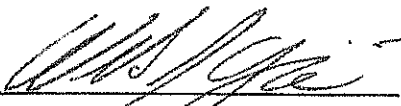
Change in Contract Sum:  
Amount: \$25,240.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

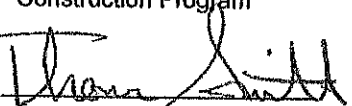
ARCHITECT:

JCJ Architects

  
DATE 12.18.18

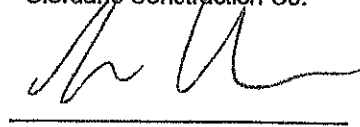
PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 12/18/2018

CONSTRUCTION  
MANAGER:

Giordano Construction Co.

  
DATE 12/18/18



# NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#038  
 ADDRESS: **69 Farnham Avenue NH, CT** DATE:01/16/19  
 ARCHITECT: **JCJ** CITY PROJECT#  
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:  In Scope:  Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** ASI 22 - Add Ceilings in 124 & 126

Trade Contractor	Description of Scope of Work	Amount	E/I
Conn Acoustics	Provide material & labor to add ACP Ceilings in rooms 124 & 126 as per ASI #22.	\$2,262.00	E
	<b>Total:</b>	\$2,262.00	E

**Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.**

**In Scope and Allowance costs may be billed upon execution of this CCA.**

The following information is being provided by:  
 (Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:  Unit price:  Eligible:   
 Time and Material:  Other:  Ineligible:

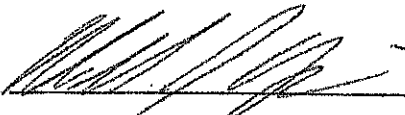
Change in Contract Sum:  
 Amount: \$2,262.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:

ARCHITECT:

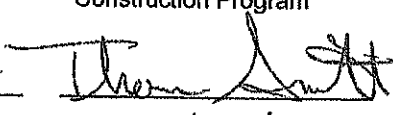
JCJ Architects



DATE 1.22.19

PROGRAM MANAGER:

New Haven School  
 Construction Program

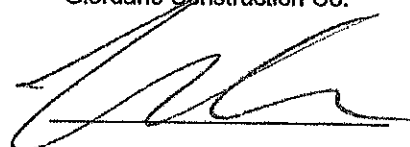


DATE 1/22/2019

CONSTRUCTION

MANAGER:

Giordano Construction Co.



DATE 1.22.19







# NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#045  
 ADDRESS: **69 Farnham Avenue NH, CT** DATE: 12/17/18  
 ARCHITECT: **JCJ** CITY PROJECT#  
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:  In Scope:  Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** RFI 166 Lintels @ 3rd Floor SF D Line

Trade Contractor	Description of Scope of Work	Amount	E/I
Berlin Steel	Furnish & install hung lintels per RFI 166 & SKS-07	\$39,500.00	<input checked="" type="checkbox"/>
	Total:	\$39,500.00	<input checked="" type="checkbox"/>

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:  Unit price:   
 Time and Material:  Other:  Eligible:   
 Ineligible:

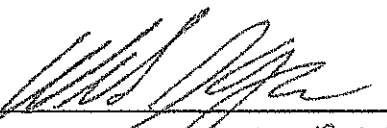
Change in Contract Sum:  
Amount: \$39,500.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects

  
DATE 12.18.18

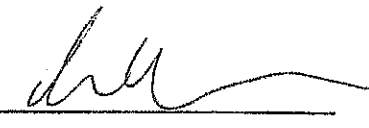
PROGRAM MANAGER:

New Haven School  
Construction Program

  
DATE 12/18/2018

CONSTRUCTION

MANAGER:  
Giordano Construction Co.

  
DATE 12/18/18



# NEW HAVEN SCHOOL CONSTRUCTION CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#049  
 ADDRESS: **69 Farnham Avenue NH, CT** DATE:01/17/19  
 ARCHITECT: **JCJ** CITY PROJECT#  
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:  In Scope:  Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK: SKS-09 SF Sill Support - 3rd Floor D5 to D7**

Trade Contractor	Description of Scope of Work	Amount	E/I
Berlin Steel	Add window supports post & Angles per attached SKS-09.	\$15,580.00	E
Total:		\$15,580.00	E

Only Out of Scope costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

In Scope and Allowance costs may be billed upon execution of this CCA.

The following information is being provided by:  
(Back-up is herein attached)

**Method of determining value of change in contract:**

Lump Sum:  Unit price:   
 Time and Material:  Other:  Eligible:   
 Ineligible:

Change in Contract Sum:  
 Amount: \$15,580.00

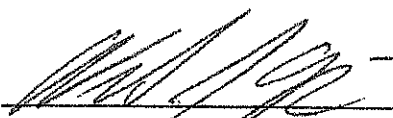
Note: Any costs included in this CCA are subject to Accounting Review.


Change in Contract Time:


ARCHITECT:  
 JCJ Architects

PROGRAM MANAGER:  
 New Haven School  
 Construction Program

CONSTRUCTION  
 MANAGER:  
 Glordario Construction Co.

  
 DATE 1.22.19

  
 DATE 1/22/2019

  
 DATE 1.22.19









# NEW HAVEN SCHOOL CONSTRUCTION . . . . . CONSTRUCTION CHANGE AUTHORIZATION FORM

PROJECT NAME: **Strong School** CCA#057  
 ADDRESS: **69 Farnham Avenue NH, CT** DATE: 2/15/19  
 ARCHITECT: **JCJ** CITY PROJECT#  
 OWNER: **New Haven Board of Education** S.D.E. **093-0368**

In order to expedite the work and avoid or minimize delays in the Work, which will affect Contract Sum and / or Contract Time, the Contract Documents are hereby amended to include the additional Work described below:

Out of Scope:  In Scope:  Allowance:

Please proceed with the following work:

**DESCRIPTION OF THE WORK:** Added Tapered Insulation @ South Penthouse Roof

Trade Contractor	Description of Scope of Work	Amount	E/I
Young Developers	Install insulation cricket, blocking & metal edging as per roof insulation revision dwg.	\$6,081.00	E
Total:		\$6,081.00	E

Only **Out of Scope** costs, as incurred herein, are in addition to the current Contract Sum and will be included in a Contract Amendment. Final cost for Work involved and Change in Sum and Time (if any) must be submitted to the BOE and will be subject to approval of a Contract Amendment adjusting the Contract Sum and / or Contract Time. Execution of this CCA document does not constitute such approval nor can any such Out of Scope costs be billed until approval of such Amendment.

**In Scope** and **Allowance** costs may be billed upon execution of this CCA.

The following information is being provided by:  
 (Back-up is herein attached)

Method of determining value of change in contract:

Lump Sum:  Unit price:  Eligible:   
 Time and Material:  Other:  Ineligible:

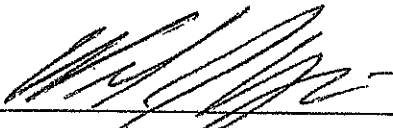
Change in Contract Sum:  
 Amount: \$6,081.00

Note: Any costs included in this CCA are subject to Accounting Review.

Change in Contract Time:


ARCHITECT:

JCJ Architects

  
 DATE 2.26.19

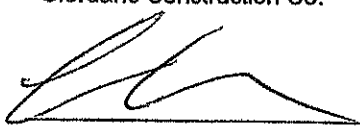
PROGRAM MANAGER:

New Haven School  
 Construction Program

  
 DATE 2/26/2019

CONSTRUCTION  
 MANAGER:

Giordano Construction Co.

  
 DATE 2.26.19







# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** Webb Grouten/Robert Lynn *WGL*  
**Re:** Approval of Amendment #2 to Consultant Agreement  
 BVH Integrated Services – New Haven Academy  
**Meeting Date:** March 18, 2019

---

**Executive Summary:**

Approval is requested for **Amendment #2** to the Consultant Agreement for New Haven Academy with **BVH Integrated Services** of 206 West Newberry Road, Bloomfield, CT 06002. This amendment includes additional services and is in the amount of \$21,390.00.

**Amount of Agreement and Amendment History:**

Item	Amount	Cumulative Contract Value
Agreement		\$222,000.00
Amendment #1	\$16,800.00	\$238,800.00
<b>Amendment #2</b>	<b>\$21,390.00</b>	<b>\$260,190.00</b>

**Funding Source:** 3078 H911 58001

The Amendment and complete scope of services are attached.

**SECOND AMENDMENT TO AGREEMENT  
FOR CONSULTANT SERVICES DATED OCTOBER 15, 2013  
BY AND BETWEEN THE CITY OF NEW HAVEN BOARD OF EDUCATION  
("OWNER") AND BVH INTEGRATED SERVICES  
("CONSULTANT")**

A19-\_\_\_\_\_

**SECOND AMENDMENT** dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the City of New Haven Board of Education of 54 Meadow Street, New Haven, Connecticut 06519 ("Owner") and BVH Integrated Services of 206 West Newberry Road, Bloomfield, CT 06002.

WHEREAS, the Owner and the Consultant entered into an agreement dated October 15, 2013 ("Agreement", A13-0974) and Amendment #1 (A18-0723) for the provision of commissioning services in connection with the New Haven Academy ("Project"); and

WHEREAS, the Owner has requested the Consultant to provide additional services to the project.

NOW THEREFORE, the parties hereto do hereby agree as follows:

1. Additional Compensation: In exchange for the additional services to be provided by the Consultant, the Owner agrees to pay the Consultant an amount not to exceed Twenty One Thousand, Three Hundred Ninety Dollars and No Cents (\$21,390.00). The Consultant acknowledges, agrees and confirms that in accordance with the terms of the Agreement, the Consultant shall not be entitled to any compensation in excess of the Additional Compensation referenced herein.
2. Not to Exceed: This additional payment will result in an increase of the Contract value from Two Hundred Thirty Eight Thousand, Eight Hundred Dollars and No Cents (\$238,800.00) to a new Contract Value not to exceed Two Hundred Sixty Thousand, One Hundred Ninety Dollars and No Cents (\$260,190.00).
3. Additional Services: In exchange for the additional payment described in the preceding paragraph, the Consultant agrees to provide the additional services as indicated in Exhibit A and B attached to this Agreement and fully incorporated herein.
4. No Waiver: Except as specifically described in this Amendment, nothing in this Agreement shall be construed as a waiver by the Board of any of the provisions of this Agreement.
5. Effectiveness: On and after the date hereof, each reference in the Agreement to "the Agreement," "this Agreement", "hereunder," "hereof," "herein," or words of like import shall mean and be in reference to the Agreement as amended.
6. Survival: Except as otherwise amended herein, the Agreement shall remain in full force and effect. Subject to the amendment specifically described herein, the

Consultant and the Board hereby ratify and confirm the remaining provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed three (3) counterparts of this Agreement as of the day and year first above written.

**WITNESS**

**NEW HAVEN BOARD OF EDUCATION**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Darnell Goldson**  
**President, Board of Education**

**WITNESS**

**BVH INTEGRATED SERVICES**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Duly Authorized**

**Approved as to Form and Correctness**

\_\_\_\_\_  
**Stacy Lynn Werner**  
**Senior Assistant Corporation Counsel**

Agreement	Item	Proposal	Cumulative Contract Value
<b>Base Contract:</b>			
	Quality Control review Services	BVH \$26,000.00	
	Design Phase	BVH \$8,000.00	
	Construction Period	BVH \$36,000.00	
	Functional Performance Phase	BVH \$50,000.00	
	Videotaping	BVH \$9,000.00	
	Acoustical Testing	BVH \$5,500.00	
	building Turnover and Warranty Phase	BVH \$23,800.00	
	Air and Water Balancing Services - Estimate	BVH \$48,000.00	
	Travel Expense	BVH \$5,000.00	
	<b>Subtotal:</b>	<b>\$211,300.00</b>	
<b>Consultants:</b>			
	Building Envelope	Gale \$10,700.00	
	<b>Total Agreement:</b>	<b>\$222,000.00</b>	<b>\$222,000.00</b>
<b>Amendment 1</b>			
	Additional Services	\$16,800.00	
	<b>Total Amendment #1:</b>	<b>\$16,800.00</b>	<b>\$238,800.00</b>
<b>Amendment 2</b>			
	Additional Services	\$21,390.00	
	<b>Total Amendment #2:</b>	<b>\$21,390.00</b>	<b>\$260,190.00</b>

Accept by: \_\_\_\_\_



Civil February 8, 2019

Site Utilities Mr. Webster Grouten  
Manager of Engineering

Structural **Gilbane Program Management**  
**New Haven Public Schools**  
54 Meadow Street  
New Haven, CT 06519

Mechanical  
Electrical Re: New Haven Academy - Commissioning  
Add Services Proposal - V003

Plumbing Dear Web:

Fire Protection As a follow up from our recent conversation, we have exhausted all the hours set aside for project close-out from our Add Service V002 proposal dated February 2, 2018, and still have been unable to bring this project to the "finish line" due to the shortcomings of the installing contractors (primarily ATC). To date, we still need to functionally test and/or perform re-verifications of deficient items posted on BIM 360 as follows:

- Technology
  - Item #451 - Emergency Sump Pump
  - Item #1046 - AHU-2 Unoccupied Mode
- Commissioning
  - Item #1063 - AHU Filter Switches
  - Item #1140 - ATC As-Built not linked to all Equipment Graphics
  - Item #1174 - Fire Alarm Monitoring not on BMS Graphics
- Building Envelope
  - Item #1314 - DOA-1 Panel
  - Item #1320 - AHU-1 Panel
  - Item #1322 - Boiler Panel
  - Item #1325 - DOA-3 Panel
  - Item #1328 - DOA-2 Panel
  - Item #1330 - Cooling Tower Panel
  - Item #1351 - Alarm History on Graphics Console
  - Item #1385 - Sequence of Operation Revisions on Graphics
  - Item #1377 - PV Monitoring on BMS
  - Item #1381 - Chilled Water Sequence Question
  - Item #1382 - Space Temperature Setpoints
  - Item #1383 - DOA Isolation Dampers
  - Item #1384 - Fan Speed Displays on Graphics
  - Item #1385 - DOA Discharge Air Reset Based on Dewpoint

Connecticut  
206 West Newberry Road  
Bloomfield, CT 06002  
T: 860-286-9171

Massachusetts  
One Gateway Center  
Suite 701  
Newton, MA 02458  
T: 617-658-9008

start@bvhis.com  
www.bvhis.com

Mr. Webster Grouten  
 February 8, 2019  
 Page 2



Throughout the course of the past year, we have performed functional testing activities on some systems that we were informed as ready for commissioning. We have attended meetings in person (and via conference calls) which also used the time we believed would close-out this project; however, without resultant success. Although these hours have been exhausted, we continue to log on to the BMS system periodically to assist facilities personal with any issues or failures that have come to light. With the amount of remaining time needed for reverification of open issues, time for final training and systems training manual development, final report to Owner and documentations to meet High Performance requirements, including warranty reviews, additional funding is requested. Based on the remaining tasks, we request the following additional compensation:

**Estimate Remaining Time for the Following Tasks:**

➤ Reverification / Remaining Testing (30 Hrs. @ \$145 / Hr.)	\$ 4,350
➤ Finalize Training Requirements ATC (8 Hrs. @ \$145 / Hr.)	\$ 1,160
➤ Systems Training Manual (LEED Requirement) (40 Hrs. @ \$145 / Hr.)	\$ 5,800
➤ Final Report (HPB Requirement) (24 Hrs. @ \$145 / Hr.)	\$ 3,480
➤ Six- and Eleven-Month Warranty Review (HPB Requirement) (16 Hrs. @ 145 / Hr.)	\$ 2,320
➤ High Performance Building Documentation (24 Hrs. @ 145 / Hr.)	\$ 3,480
➤ <b>Sub-Total</b>	<b>\$ 20,590</b>
➤ <b>Reimbursable Expenses (Estimated)</b>	<b>\$ 800</b>
➤ <b>Total</b>	<b>\$ 21,390</b>

This is an estimate of time based on the assumption that the open issues identified on BIM 360 will be completed in a timely fashion. This is a "**not-to-exceed**" proposal and will be billed monthly on an hourly basis, consistent with our current billing practices.



Mr. Webster Grouten  
February 8, 2019  
Page 3



If you are in agreement with this proposal, please indicate your acceptance in the space provided below and return the original of this letter to my attention as soon as possible.

Sincerely,

**BVH Integrated Services, P.C.**

A handwritten signature in black ink, appearing to read "Daniel S. Morin". The signature is written in a cursive style with a large initial "D" and "M".

Daniel S. Morin, NEBB BSC/CP, CCP, LEED AP  
Commissioning Project Manager

DSM/kac

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

\\bvhis.org\project\Proposal\Commissioning Proposals\Letters\2019\DSM-2018-02-08-New Haven Academy Add Services-2 revised.docx

## Memorandum

**To:** Finance and Operations Committee

**From:** Gail Sharry, Executive Director  
Michael Gormany, Acting Budget Director City of New Haven

**Re:** F&O Agenda Item Request/Approval  
Change Order No. 1 – On-Call Refrigeration Repairs

**Meeting Date:** March 18, 2019

**Executive Summary:**

Approval is requested for Change Order #1 to Contract #21585-1-2 by and between the New Haven Board of Education (Food Service Division) and Precision Food Service, P.O. Box 342, Wallingford, CT 06492; to increase compensation for on-call refrigeration repairs services for the remainder of FY 18-19.

Original Contract Amount	\$ 60,000
Change Order #1	\$ 40,000
	-----
<b>Total Amount of Contract</b>	<b>\$ 100,000</b>

Funding Source: Food Service, 25215200-56623

Food Service is reliant on the refrigeration equipment to keep our mission of serving meals to NHPS students. With the production of over 21,000 meals a day, food service needs to keep equipment in working condition with on-call repair services.

**On-Call Oven and Steam Contract Cost History:**

FY 2012	89,272
FY 2013	124,504
FY 2014	70,921
FY 2015	74,881
FY 2016	100,801
FY 2017	126,300
FY 2018	118,374

# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	<b>Precision Food Service</b>	VENDOR CODE :	<b>56020</b>
CONTRACTOR ADDRESS	<b>P.O. Box 342, Wallingford CT 06492</b>		
CONTRACT No.:	<b>21585-1-2</b>	CHANGE ORDER No:	<b>1</b>
		Change Order Date	<b>03/03/2019</b>
PROJECT NAME	<b>ON CALL KITCHEN REFRIGERATION REPAIRS</b>		PROJECT No.:
CONTRACT START DATE:	<b>07/01/2018</b>		
CONTRACT END DATE: Prior to CO	<b>06/30/2019</b>		
FUNDING SOURCE OF CONTRACT:	<b>25215200-56623</b>	C A P O No.:	<b>70190098</b>
FUNDING SOURCE OF C. O. :	<b>25215200-56623</b>	C A P O No.:	<b>70190098</b>
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	<b>60,000</b>	ORIGINAL AMOUNT:	<b>60,000</b>
AMOUNT OF THIS CHANGE ORDER	<b>40,000</b>	ACTUAL	ESTIMATE <b>X</b>
CONTRACT AMOUNT, INCLUDING THIS C.O.	<b>100,000</b>	INCREASE	DECREASE

**ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

**CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN**

REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

**FOR USE BY CITY ONLY** ↓

**CITY OF NEW HAVEN  
CONTRACT CHANGE ORDER  
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

**#21585-1-2**

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>SUB TOTALS</b>	<b>35,000</b>	
<b>NET INCREASE / ( DECREASE )</b>	<b>35,000</b>	

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>Increase compensation for on call services</b>	<b>40,000.</b>	-
<b>SUB TOTALS</b>		-
<b>NET INCREASE / (DECREASE)</b>	<b>40,000.</b>	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE \_\_\_ INCREASED \_\_\_ DECREASED BY \_\_\_\_\_ DAYS.

- **A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.**
- **The Committee must have reviewed and approved the memo prior to preparation of this Change Order.**
- **A copy of the approved memo must be appended hereto.**

PLEASE ANSWER THE FOLLOWING QUESTIONS :

1.)	Is this Change Order a final close-out of the Contract ?	YES	NO	
2.)	Has the cost of this contract been increased from the original amount ?	YES	NO	
	(If the answer to #2 above is 'yes', what is the <b>total</b> percentage increase over the original contract, including the <b>current</b> request ?)			
3.)	Is any part of this Change Order outside of the scope of the original bid documents ?	YES	NO	
4.)	Has any of the work described in this Change Order been ordered to be done ?	YES	NO	
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project ?	YES	NO	
	(If the answer to #5 above is yes, approved quotes and prices ,with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices .)			

**LIST OF ATTACHMENTS :**

**APPROVAL RECOMMENDED:**

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:

## Memorandum

**To:** Finance and Operations Committee

**From:** Gail Sharry, Executive Director  
Michael Gormany, Acting Budget Director City of New Haven

**Re:** F&O Agenda Item Request/Approval  
Change Order No. 1 – On-Call Oven and Steam Repairs

**Meeting Date:** March 18, 2019

**Executive Summary:**

Approval is requested for Change Order #1 to Contract #21589-1-2 by and between the New Haven Board of Education (Food Service Division) and Precision Food Service, P.O. Box 342, Wallingford, CT 06492; to increase compensation for on-call oven and steam repairs for the remaining of FY 18-19.

Original Contract Amount	\$ 125,000
Change Order #1	\$ 40,000
	-----
<b>Total Amount of Contract</b>	<b>\$ 165,000</b>

Funding Source: Food Service, 25215200-56623

Food Service is reliant on the refrigeration equipment to keep our mission of serving meals to NHPS students. With the production of over 21,000 meals a day, food service needs to keep equipment in working condition with on-call repair services.

**On-Call Oven and Steam Contract Cost History:**

FY 2012	89,272
FY 2013	124,504
FY 2014	70,921
FY 2015	74,881
FY 2016	100,801
FY 2017	71,987
FY 2018	124,296

# CITY OF NEW HAVEN CONTRACT CHANGE ORDER

CONTRACTOR:	<b>Precision Food Service</b>	VENDOR CODE :	<b>56020</b>
Contractor Address	<b>P.O. Box 342, Wallingford CT 06492</b>		
CONTRACT No.:	<b>21589-1-3</b>	CHANGE ORDER No:	<b>1</b>
		Change Order Date	<b>03/03/2019</b>
PROJECT NAME	<b>ON CALL OVEN AND STEAM REPAIRS</b>		PROJECT No.:
CONTRACT START DATE:	<b>07/01/2018</b>		
CONTRACT END DATE: Prior to CO	<b>06/30/2019</b>		
FUNDING SOURCE OF CONTRACT:	<b>25215200-56623</b>	C A P O No.:	<b>70190103</b>
FUNDING SOURCE OF C. O. :	<b>25215200-56623</b>	C A P O No.:	<b>70190103</b>
COMPANY HOLDING PERFORMANCE BOND:			
CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER	<b>125,000</b>	ORIGINAL AMOUNT:	<b>125,000</b>
AMOUNT OF THIS CHANGE ORDER	<b>40,000</b>	ACTUAL	ESTIMATE <b>X</b>
CONTRACT AMOUNT, INCLUDING THIS C.O.	<b>165,000</b>	INCREASE	DECREASE

**ALL OTHER TERMS AND CONDITIONS OF ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.**

CONTRACTOR'S SIGNATURE:		DATE:
TITLE:		

<b>CERTIFIED THAT THIS CHANGE ORDER HAS BEEN REVIEWED AND FOUND TO BE APPROPRIATE AND IN THE BEST INTEREST OF THE CITY OF NEW HAVEN</b>			
REQUESTING AGENCY:			
DEPARTMENT HEAD:	DATE:	PURCHASING AGENT:	DATE:
Department Contact:	Tel:		
OFFICE OF CORPORATION COUNSEL: - APPROVED TO CORRECTNESS AND FORM.	DATE:	CHIEF ADMINISTRATIVE OFFICE	DATE:
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE:	ACCOUNTS PAYABLE	DATE:

**FOR USE BY CITY ONLY ↓**

**CITY OF NEW HAVEN  
CONTRACT CHANGE ORDER  
PROVIDE CHANGE ORDER HISTORY FOR THIS CONTRACT**

**#21589-1-3**

PREVIOUS CHANGE ORDERS: NUMBERS, DATES, & AMOUNTS	AMOUNT INCREASE	AMOUNT ( DECREASE )
<b>SUB TOTALS</b>	<b>35,000</b>	
<b>NET INCREASE / ( DECREASE )</b>	<b>35,000</b>	

THIS CHANGE ORDER'S ITEMS	AMOUNT INCREASE	AMOUNT ( DECREASE )
Increase compensation for on call services		-
<b>SUB TOTALS</b>	<b>40,000.</b>	-
<b>NET INCREASE / ( DECREASE )</b>	<b>40,000.</b>	

THE CONTRACT TIME WILL BE UNCHANGED, OR WILL BE \_\_\_ INCREASED \_\_\_ DECREASED BY \_\_\_\_\_ DAYS.

- **A memo to the City's Change Order Committee explaining the background and need for a Change Order should be submitted prior to the submittal of the present document.**
- **The Committee must have reviewed and approved the memo prior to preparation of this Change Order.**
- **A copy of the approved memo must be appended hereto.**

PLEASE ANSWER THE FOLLOWING QUESTIONS :

1.)	Is this Change Order a final close-out of the Contract ?	YES	NO	
2.)	Has the cost of this contract been increased from the original amount ?	YES	NO	
	(If the answer to #2 above is 'yes', what is the <b>total</b> percentage increase over the original contract, including the <b>current</b> request ?)			
3.)	Is any part of this Change Order outside of the scope of the original bid documents ?	YES	NO	
4.)	Has any of the work described in this Change Order been ordered to be done ?	YES	NO	
5.)	Are there any unit prices or lump-sum amounts in this Change Order that were not taken from the Contractor's original bid for the project ?	YES	NO	
	(If the answer to #5 above is yes, approved quotes and prices ,with back-up, must be appended hereto along with certification by the person who approved the reasonableness of the prices .)			

**LIST OF ATTACHMENTS :**

**APPROVAL RECOMMENDED:**

ENGINEER/ARCHITECT:	COMPANY	
TITLE:		DATE:
CITY ENGINEER'S OFFICE:		DATE:



NEW HAVEN PUBLIC SCHOOLS

MEMORANDUM

Joseph Barbarotta  
Executive Director  
Facilities Services



654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

To: Finance and Operations Committee

From: Joseph Barbarotta

Re: F&O Agenda Item/For Approval - Renewal of Contract for On Call Asbestos and Environmental Management Services

Meeting Date: March 18, 2019

cc: John Barbarotta, Luz Perez

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**Executive Summary:**

For consideration and approval of the Renewal of Contract #21549-2-2 to **EnviroMed Services, Inc., 470 Murdock Ave., Meriden, CT** for On Call Asbestos and Environmental Management Service for various Schools for Fiscal Year 2019-20.

**Amount of Contract:** Not to exceed \$50,000.

**Funding Source:** 2019-2020 Capital Projects

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.** The service is to perform mandated asbestos's AHERA Plan inspections.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation? Inspections and maintenance reports are provided.** The contractor's performance is evidenced by the annual report. The contractor's performance is inspected periodically by the state.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.** This contract is a renewal and the amount remains the same as last year. The contract is lump sum per school. The lump sum rates have remained the same as previous years. The contractor is not an SCDP participant. The inspection requirement is necessary for us to stay in compliance with the unfunded state mandate.

See option to renew letter attached.



New Haven Public Schools Facilities Department

Date: 2/12/19

Mr. Tom Lunder  
EnviroMed Services Inc.  
470 Murdock Ave.  
Meriden, CT 06450

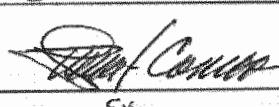
RE: Contract Renewal for:  
Contract Name: On Call Asbestos and Environmental Management Services  
Contract # 21549-2-2  
In the amount of: \$50,000

According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/26/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: ENVIROMED SERVICES, INC.  
Contact Name: LAWRENCE J. CANNON |   
Title: PRESIDENT | Date: 2/13/2019



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
Purchasing Agent

**Fiscal Year 2018/2019**

**June 12, 2018**

**NOTICE OF AWARD**

200 Orange Street Rm 301  
New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

EnviroMed Services Inc.		Contract Name:	On Call Asbestos and Environmental Management Services
470 Murdock Avenue		Contract #	21549-1-2
Meriden, CT 06450		Date Advertised:	April 8, 2018
Contractor Contact	Tom Lunder	Date Opened:	May 1, 2018
Telephone #:	203-238-4846		
Project Number:		Contract Value:	\$50,000.00
Vendor Number:	29310	Contract Term:	July 1, 2018--June 30, 2019

**X Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:**

1.	Full business name of bidder	4.	Certificate of Corporate Principal, if applicable
2.	Written signature of authorized agent	5.	Written signature of the witnesses
3.	Title of authorized agent	6.	DO NOT fill in date on first page of agreement

**Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.**

**Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.**

**X Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.**

**Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:**

1.	Full business name of bidder.	6.	Seal of Surety Company.
2.	Name of Surety Company.	7.	Written signature of witnesses.
3.	Written signature of authorized agent or bidder.	8.	Acknowledgment of Surety Company page.
4.	Seal of bidder, if applicable.	9.	Financial Statement of Surety Company.
5.	Surety Company's authorized signature.	10.	Updated power of attorney for Surety Company.

**Contract Renewal – All terms and conditions of original contract apply**

<b>State Wage</b>	<b>Livable Wage</b>	<b>Federal Wage</b>	<b>No Wage</b>
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NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services



**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval - Renewal of Contract for On Call Fire Alarm Repair and Emergency Services

**Meeting Date:** March 18, 2019

**cc:** John Barbarotta, Luz Perez

654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

**Executive Summary:**

For consideration and approval of the Renewal of Contract #21553-2-2 to **Encore Holdings, LLC d/b/a Encore Fire Protection, 110 Murphy Rd., Hartford, CT** for On Call Fire Alarm and Emergency Services for NHPS for Fiscal Year 2019-2020.

**Amount of Contract:** Not to exceed \$150, 000.

**Funding Source:** 2019-2020 Capital Projects

**Key Questions:**

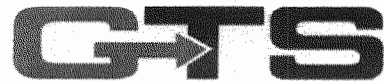
1. **Please describe how this service is strategically aligned with school or District goals.** The service is to perform fire alarm repairs district wide. Unfunded state law requires annual inspections of the fire alarm systems.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?** Inspections and maintenance reports are provided. The contractor's performance is evidenced by the annual report. The contractor's performance is inspected by the city fire department.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.** This is a contract renewal and the pricing remains the same as last fiscal year. The contractor was the lower of four bidders. The hourly rate increased by \$7.00 per hour over last year for a total of \$83. The inspection requirement has reduced in price so the overall contract reflects a 1.55% decrease.

See option to renew letter attached.



NEW HAVEN PUBLIC SCHOOLS

654 Ferry St. New Haven Ct. 06513



GOTO SERVICES

117 Kendall St. New Haven, CT 06513

2/12/19

Mr. John Mastropiero  
Encore Holding, LLC. DBA AllState Fire Systems LLC.  
110 Murphy Rad  
Hartford, CT 06114

RE: Contract Renewal for:  
Contract Name: On Call Fire Alarms  
Contract #21553-2-2  
In the amount of: \$150,000

According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/x26/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: ENCORE Fire Protection

Contact Name: Thomas O'Connor Thomas O'Connor C.A.C.  
Print Signature

Title: President Date: 2-14-19



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
Purchasing Agent

**Fiscal Year 2018/2019**

**June 12, 2018**

**NOTICE OF AWARD**

200 Orange Street Rm 301  
New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Encore Holdings, LLC d/b/a Allstate Fire Systems LLC		Contract Name:	On Call Fire Alarm Repairs
110 Murphy Road		Contract #	21553-1-2
Hartford, CT 06114		Date Advertised:	April 15, 2018
Contractor Contact	Nick McNally	Date Opened:	May 2, 2018
Telephone #:	860-246-7711		
Project Number:		Contract Value:	\$75,000.00
Vendor Number:	47117	Contract Term:	July 1, 2018--June 30, 2019

**X Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:**

- |                                          |                                                      |
|------------------------------------------|------------------------------------------------------|
| 1. Full business name of bidder          | 4. Certificate of Corporate Principal, if applicable |
| 2. Written signature of authorized agent | 5. Written signature of the witnesses                |
| 3. Title of authorized agent             | 6. DO NOT fill in date on first page of agreement    |

**Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.**

**Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.**

**X Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.**

**Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:**

- |                                                     |                                                   |
|-----------------------------------------------------|---------------------------------------------------|
| 1. Full business name of bidder.                    | 6. Seal of Surety Company.                        |
| 2. Name of Surety Company.                          | 7. Written signature of witnesses.                |
| 3. Written signature of authorized agent or bidder. | 8. Acknowledgment of Surety Company page.         |
| 4. Seal of bidder, if applicable.                   | 9. Financial Statement of Surety Company.         |
| 5. Surety Company's authorized signature.           | 10. Updated power of attorney for Surety Company. |

**Contract Renewal – All terms and conditions of original contract apply**

<b>State Wage</b>	<b>Livable Wage</b>	<b>Federal Wage</b>	<b>No Wage</b>
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NEW HAVEN PUBLIC SCHOOLS

Joseph Barbarotta  
Executive Director  
Facilities Services

**MEMORANDUM**



**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval  
Award of Contract for On Call Welding Services

**Meeting Date:** March 18, 2019

**cc:** John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

For consideration and approval of the Renewal of **Contract #21567-2-2** to **Tim's Enterprises, LLC, 39 Myrtle Ave., Ansonia, CT** for On Call Welding Services for the NHPS for Fiscal Year 2019-20.

**Amount of Contract:** Not to exceed \$25,000.

**Funding Source:** 2019-2020 Capital Projects

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.** This service is needed to make emergency welding repairs that are not able to be performed by our trade's staff.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation? Inspections and maintenance reports are provided.** This is the first time we will be working with this small business contractor for this service so we will monitor his performance to ensure he is provided the necessary service.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.** The contract is a renewal and the pricing remains the same as last fiscal year. The contractor was the sole bidder and his pricing reflects a 31% increase from FY 2017-18. The contractor is a NHB, MBE participant in the SCDP.

See option to renew letter attached.



**NEW HAVEN PUBLIC SCHOOLS**

654 Ferry St. New Haven Ct. 06513



**GOTO SERVICES**

117 Kendall St. New Haven, CT 06513

New Haven Public Schools Facilities Department

Date: 2/8/19

Mr. Tim Washington  
Tim's Enterprise's LLC.  
39 Myrtle Ave.  
Ansonia, CT 06401


RE: Contract Renewal for:  
Contract Name: On Call Welding  
Contract # 21567-2-2  
In the amount of: \$25,000

According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/18/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: Tim's Enterprise LLC  
Contact Name: Timothy Washington   
Title: member / manager Print signature Date: 2/15/19



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
Purchasing Agent

**Fiscal Year 2018/2019**

**June 13, 2018**

**NOTICE OF AWARD**

200 Orange Street Rm 301  
New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Tim's Enterprises, LLC		Contract Name:	On Call Welding Services
39 Myrtle Avenue		Contract #	21567-1-2
Ansonia, CT 06401		Date Advertised:	April 29, 2018
Contractor Contact	Timothy Washington	Date Opened:	May 8, 2018
Telephone #:	203-772-2982		
Project Number:		Contract Value:	\$25,000.00
Vendor Number:	46417	Contract Term:	July 1, 2018--June 30, 2019

**X Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:**

1.	Full business name of bidder	4.	Certificate of Corporate Principal, if applicable
2.	Written signature of authorized agent	5.	Written signature of the witnesses
3.	Title of authorized agent	6.	DO NOT fill in date on first page of agreement

**Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.**

**Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.**

**X Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.**

**Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:**

1.	Full business name of bidder.	6.	Seal of Surety Company.
2.	Name of Surety Company.	7.	Written signature of witnesses.
3.	Written signature of authorized agent or bidder.	8.	Acknowledgment of Surety Company page.
4.	Seal of bidder, if applicable.	9.	Financial Statement of Surety Company.
5.	Surety Company's authorized signature.	10.	Updated power of attorney for Surety Company.

**Contract Renewal – All terms and conditions of original contract apply**

<b>State Wage</b>	<b>Livable Wage</b>	<b>Federal Wage</b>	<b>No Wage</b>
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## MEMORANDUM

Joseph Barbarotta  
Executive Director  
Facilities Services



**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval  
Renewal of Contract for On Call Gym Equipment Repairs & Replacement

**Meeting Date:** March 18, 2019

**cc:** J. Barbarotta, L. Perez

---

654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

For consideration and approval of the Renewal of Contract #21568-2-2 to **Sports Construction & Supplies, 61 East St., Plainville, CT** for On Call Gym Equipment Repairs and Replacement for the NHPS for Fiscal Year 2019-20.

**Amount of Contract: Not to exceed \$25,000.**

**Funding Source: 2019-2020 Capital Budget**

**Key Questions:**

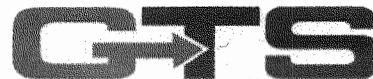
1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform repair and replacement of gym equipment. Properly functioning gym equipment is essential for the safety of the students and staff.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?** Inspections and maintenance reports are provided. The contractor's performance is inspected by the board of education trades manager as well as in house carpenters and electricians. The contractor is responsive and performs professional work to code.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**  
The contract is a renewal and the pricing remains the same as last fiscal year. This contract was awarded to the lowest bidder. The contract has remained the same as the previous contract with no increases. This is specialized work that requires qualified personnel to provide the needed services.

See option to renew letter attached.



NEW HAVEN PUBLIC SCHOOLS

654 Ferry St. New Haven Ct. 06513



GOTO SERVICES

117 Kendall St. New Haven, CT 06513

New Haven Public Schools Facilities Department

Date: 2/12/19

Mr. Ken Capodice  
Sports Construction and Supplies LLC.  
61 East Street  
Plainville, CT 06062

RE: Contract Renewal for:  
Contract Name: On Call Gym Equipment Repairs & Replacement  
Contract # 21568-2-2  
In the amount of: \$25,000


According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/26/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: Sports Construction LLC

Contact Name: Ken Capodice   
Print Signature

Title: General Sales mgr Date: 2-20-19



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
 Purchasing Agent

**Fiscal Year 2018/2019**

**June 14, 2018**

**NOTICE OF AWARD**

200 Orange Street Rm 301  
 New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Sports Construction and Supplies, LLC		Contract Name:	On Call Gym Equipment Repairs and Replacement
61 East Street		Contract #	21568-1-2
Plainville, CT 06062		Date Advertised:	April 29, 2018
Contractor Contact	Ken Capodice	Date Opened:	May 16, 2018
Telephone #:	860-793-1903		
Project Number:		Contract Value:	\$25,000.00
Vendor Number:	37149	Contract Term:	July 1, 2018--June 30, 2019

<b>X</b>	<b>Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:</b>		
	1. Full business name of bidder	4. Certificate of Corporate Principal, if applicable	
	2. Written signature of authorized agent	5. Written signature of the witnesses	
	3. Title of authorized agent	6. DO NOT fill in date on first page of agreement	
	<b>Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.</b>		
	<b>Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.</b>		
<b>X</b>	<b>Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.</b>		
	<b>Labor &amp; Material &amp; Performance Bond(s) - 2 signed originals are required, Complete as follows:</b>		
	1. Full business name of bidder.	6. Seal of Surety Company.	
	2. Name of Surety Company.	7. Written signature of witnesses.	
	3. Written signature of authorized agent or bidder.	8. Acknowledgment of Surety Company page.	
	4. Seal of bidder, if applicable.	9. Financial Statement of Surety Company.	
	5. Surety Company's authorized signature.	10. Updated power of attorney for Surety Company.	

<b>Contract Renewal – All terms and conditions of original contract apply</b>			
<input type="checkbox"/>	<b>State Wage</b>	<input type="checkbox"/>	<b>Livable Wage</b>
<input type="checkbox"/>		<input type="checkbox"/>	<b>Federal Wage</b>
<input type="checkbox"/>		<input type="checkbox"/>	<b>No Wage</b>



## MEMORANDUM

Joseph Barbarotta  
Executive Director  
Facilities Services



654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval  
Renewal of Contract for On Call Fire Sprinkler Services

**Meeting Date:** March 18, 2019

**cc:** J. Barbarotta, L. Perez

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For consideration and approval of an Award of Contract #21569-2-2 to **Encore Holdings, LLC d/b/a Encore Fire Protection, 110 Murphy Road, Hartford, CT** for On Call Fire Sprinkler Services for the NHPS for Fiscal Year 2019-20.

**Amount of Contract: Not to exceed \$150,000.**

**Funding Source: 2019-2020 Capital Projects**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.** The service is to perform fire sprinkler repairs district wide. Unfunded state law requires annual inspections of the fire sprinkler systems.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?** Inspections and maintenance reports are provided. The contractor's performance is evidenced by the annual report. The contractor's performance is inspected by the city fire department.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.** The scope of the mandated inspections now requires quarterly inspections therefore, we eliminated 4 monthly reports as they would be redundant of the quarterly reports. The hourly rate of this contract increased by \$3.00 per hour but the overall scope change reduced the contract by 21%. The contract is a renewal and the pricing remains the same as last fiscal year.

See option to renew letter attached.



NEW HAVEN PUBLIC SCHOOLS

654 Ferry St. New Haven Ct. 06513



GOTO SERVICES

117 Kendall St. New Haven, CT 06513

New Haven Public Schools Facilities Department

Date: 2/12/19

Mr. John Mastropiero  
Encore Holding, LLC. DBA AllState Fire Systems LLC.  
110 Murphy Rad  
Hartford, CT 06114

RE: Contract Renewal for:  
Contract Name: On Call Sprinkler Service  
Contract #21569-2-2  
In the amount of: \$150,000

According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/26/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: ENCORE FIRE PROTECTION

Contact Name: Thomas O'Connor Thomas O'Connor Cdc  
Print Signature

Title: President Date: 2-14-19



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
 Purchasing Agent

**Fiscal Year 2018/2019**

**June 12, 2018**  
**NOTICE OF AWARD**

200 Orange Street Rm 301  
 New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Encore Holdings, LLC d/b/a Allstate Fire Systems LLC		Contract Name:	On Call Sprinkler Services
P.O. Box 2350, 110 Murphy Road		Contract #	21569-1-2
Hartford, CT 06146		Date Advertised:	April 29, 2018
Contractor Contact	Nick McNally	Date Opened:	May 16, 2018
Telephone #:	860-2346-7711		
Project Number:		Contract Value:	\$150,000.00
Vendor Number:	47117	Contract Term:	July 1, 2018--June 30, 2019

**X Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:**

- |                                          |                                                      |
|------------------------------------------|------------------------------------------------------|
| 1. Full business name of bidder          | 4. Certificate of Corporate Principal, if applicable |
| 2. Written signature of authorized agent | 5. Written signature of the witnesses                |
| 3. Title of authorized agent             | 6. DO NOT fill in date on first page of agreement    |

**Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.**

**Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.**

**X Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.**

**Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:**

- |                                                     |                                                   |
|-----------------------------------------------------|---------------------------------------------------|
| 1. Full business name of bidder.                    | 6. Seal of Surety Company.                        |
| 2. Name of Surety Company.                          | 7. Written signature of witnesses.                |
| 3. Written signature of authorized agent or bidder. | 8. Acknowledgment of Surety Company page.         |
| 4. Seal of bidder, if applicable.                   | 9. Financial Statement of Surety Company.         |
| 5. Surety Company's authorized signature.           | 10. Updated power of attorney for Surety Company. |

**Contract Renewal – All terms and conditions of original contract apply**

<b>State Wage</b>	<b>Livable Wage</b>	<b>Federal Wage</b>	<b>No Wage</b>
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NEW HAVEN PUBLIC SCHOOLS

### INTEROFFICE MEMORANDUM

Joseph Barbarotta  
Executive Director  
Facilities Services

**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval - Renewal of Contract for On Call Equipment Rental

**Meeting Date:** March 18, 2019

**cc:** John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

For consideration and approval of the **Renewal** of Contract #21577-2-2 to **Concrete Creations LLC**, 281 Chapel St., New Haven, CT for On Call Equipment Rental for the NHPS for Fiscal Year 2018-19.

**Amount of Contract: Not to exceed \$25,000.**

**Funding Source: 2019-2020 Capital Projects**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform large equipment rentals need for small construction repairs.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation? Inspections and maintenance reports are provided.**  
The contractor's performance is inspected by the board of education staff to assure work is performed according to codes.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**  
This contract is a renewal and the amount remains the same as last year. The contract was awarded to the lowest of the three bidders. The contract is a \$10.00 dollar per hour increase in the overtime rate from FY 17-18 contract but it reflected a **9.63% decrease overall**. The contractor is a New Haven Based Enterprise and a SCD program participant. The contract is fiscally sound as the scope of work for these projects requires large equipment that the Board of Ed does not own so it is frugal to rent the equipment as needed rather than invest in large equipment that would sit idle for long periods of time.

See option to renew letter attached.



NEW HAVEN PUBLIC SCHOOLS

654 Ferry St. New Haven Ct. 06513



GOTO SERVICES

117 Kendall St. New Haven, CT 06513

New Haven Public Schools Facilities Department

Date: 2/12/19

Mr. Ralph Mauro  
Concrete Creations Inc.  
281 Chapel St.  
New Haven, CT 06513

RE: Contract Renewal for:  
Contract Name: On Call Equipment  
Contract # 21577-2-2  
In the amount of: \$25,000

According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/26/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: Concrete Creations LLC

Contact Name: On Call Equipment  
Print Signature

Title: owner office Date: 2-15-19





**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

*Mayor*

Michael V. Fumiatti, Sr  
*Purchasing Agent*

**Fiscal Year 2018/2019**

**June 25, 2018**

**NOTICE OF AWARD**

200 Orange Street Rm 301  
 New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Concrete Creations, LLC		Contract Name:	On Call Equipment Rental
281 Chapel Street		Contract #	21577-1-2
New Haven, CT 06513		Date Advertised:	May 6, 2018
Contractor Contact	Ralph Mauro	Date Opened:	May 23, 2018
Telephone #:	203-996-1544		
Project Number:		Contract Value:	\$25,000.00
Vendor Number:	30752	Contract Term:	July 1, 2018--June 30 2019

<b>X</b>	<b>Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:</b>			
	1. Full business name of bidder	4. Certificate of Corporate Principal, if applicable		
	2. Written signature of authorized agent	5. Written signature of the witnesses		
	3. Title of authorized agent	6. DO NOT fill in date on first page of agreement		
	<b>Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.</b>			
	<b>Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.</b>			
<b>X</b>	<b>Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.</b>			
	<b>Labor &amp; Material &amp; Performance Bond(s) - 2 signed originals are required, Complete as follows:</b>			
	1. Full business name of bidder.	6. Seal of Surety Company.		
	2. Name of Surety Company.	7. Written signature of witnesses.		
	3. Written signature of authorized agent or bidder.	8. Acknowledgment of Surety Company page.		
	4. Seal of bidder, if applicable.	9. Financial Statement of Surety Company.		
	5. Surety Company's authorized signature.	10. Updated power of attorney for Surety Company.		

<b>Contract Renewal – All terms and conditions of original contract apply</b>				
	<b>State Wage</b>	<b>Livable Wage</b>	<b>Federal Wage</b>	<b>No Wage</b>



NEW HAVEN PUBLIC SCHOOLS

Joseph Barbarotta  
Executive Director  
Facilities Services

## MEMORANDUM

**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval – Renewal of Contract for On Call Electrical Repair Services

**Meeting Date:** March 18, 2019

**cc:** John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

For consideration and approval of the Renewal of Contract #21578-2-2 to **Pasquariello Electric**, 297 Peck St., New Haven, CT for On Call Electrical Repair Services for the NHPS for Fiscal Year 2019-20.

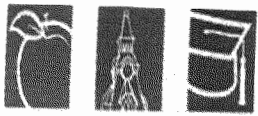
**Amount of Contract: Not to exceed \$150,000.**

**Funding Source: 2019-2020 Capital Projects**

### **Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform electrical services that are beyond the scope of our in house electricians.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation? Inspections and maintenance reports are provided.**  
The contractor's performance is inspected by the board of education electricians as well as the Building department inspectors.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**  
The contract is a renewal and the amounts remain the same as last year. Last year the contract was awarded to the lowest of (5) total bidders and decreased by \$9.00 per hour for regular time and increased by \$11.00 per hour for overtime hours. The contract reflects a **12.43% decrease overall**. This contract is used to perform electrical work that requires pulling permits and often is associated with liability factors that our in house electricians are not prepared to deal with. The contractor is a New Haven Based Enterprise not eligible for the SCDP also not an MBE or WBE.

See option to renew letter attached.



**NEW HAVEN PUBLIC SCHOOLS**  
654 Ferry St. New Haven Ct. 06513



117 Kendall St. New Haven, CT 06513

New Haven Public Schools Facilities Department

Date: 2/12/19

Mr. Bruno Riga/ Ken Valente  
Pasquariello Electric Corp.  
297 Peck St.  
New Haven, CT 06513

RE: Contract Renewal for:  
Contract Name: On Call Electrical Repairs  
Contract # 21578-2-2  
In the amount of: \$150,000

According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/26/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: Pasquariello Electric Corp

Contact Name: Kenny Valente / [Signature]  
Print Signature

Title: UP operations Date: 2/21/19



**CITY OF NEW HAVEN**  
BUREAU OF PURCHASES

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
Purchasing Agent

**Fiscal Year 2018/2019**

**July 20, 2018**

**NOTICE OF AWARD**

200 Orange Street Rm 301  
New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Pasquariello Electric Corporation		Contract Name:	On Call Electrical Repairs
297 Peck Street		Contract #	21578-1-2
New Haven, CT 06513		Date Advertised:	May 6, 2018
Contractor Contact	Ken Horton	Date Opened:	May 23, 2018
Telephone #:	203-787-1061		
Project Number:		Contract Value:	\$150,000.00
Vendor Number:	52300	Contract Term:	July 1, 2018-June 30, 2019

<b>X</b>	<b>Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:</b>			
	1. Full business name of bidder	4. Certificate of Corporate Principal, if applicable		
	2. Written signature of authorized agent	5. Written signature of the witnesses		
	3. Title of authorized agent	6. DO NOT fill in date on first page of agreement		
	<b>Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.</b>			
	<b>Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.</b>			
<b>X</b>	<b>Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.</b>			
	<b>Labor &amp; Material &amp; Performance Bond(s) - 2 signed originals are required, Complete as follows:</b>			
	1. Full business name of bidder.	6. Seal of Surety Company.		
	2. Name of Surety Company.	7. Written signature of witnesses.		
	3. Written signature of authorized agent or bidder.	8. Acknowledgment of Surety Company page.		
	4. Seal of bidder, if applicable.	9. Financial Statement of Surety Company.		
	5. Surety Company's authorized signature.	10. Updated power of attorney for Surety Company.		

<b>Contract Renewal – All terms and conditions of original contract apply</b>			
<input type="checkbox"/>	<b>State Wage</b>	<input type="checkbox"/>	<b>Livable Wage</b>
<input type="checkbox"/>	<b>Federal Wage</b>	<input type="checkbox"/>	<b>No Wage</b>



NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services

**To:** Finance and Operations Committee  
**From:** Joseph Barbarotta  
**Re:** F&O Agenda Item/For Approval  
Renewal of Contract for On Call Roof Repairs  
**Meeting Date:** March 18, 2019  
**cc:** John Barbarotta, Luz Perez

---



654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

For consideration and approval of the **Renewal of Contract #21587-2-2 to Eagle Rivet Roof Service, 15 Britton Road, Bloomfield, CT** for On Call Roofing Services for the NHPS for Fiscal Year 2019-20.

**Amount of Contract: Not to exceed \$150,000.**

**Funding Source: 2019-2020 Capital Projects**

**Key Questions:**

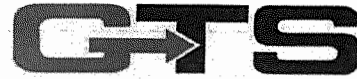
1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform roofing repairs throughout the district.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation? Inspections and maintenance reports are provided.**  
The contractor's performance is inspected by the board of education staff and the repairs are tracked through our work order system as well as a web based system provided by the contractor. The contractor's system records and maps out all repairs that are tracked to assure we do not pay for the same repairs multiple times.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**  
The contract is a renewal and the amount remains the same as last year. This contract was awarded to the 2<sup>nd</sup> lowest of the eight bidders. The lowest bidder withdrew his bid as he could not meet the requirements of the bid. This is the current contractor and the contract is a 4.03% reduction from FY 17-18 contract. This contractor has been vetted and they hold all the necessary certifications required to maintain the warranties in the bid.

See option to renew letter attached.



NEW HAVEN PUBLIC SCHOOLS

654 Ferry St. New Haven Ct. 06513



GOTO SERVICES

117 Kendall St. New Haven, CT 06513

New Haven Public Schools Facilities Department

Date: 2/12/19

Mr. David Nietch  
Eagle Rivet Roof Services Corp.  
15 Britton Ave.  
Bloomfield, CT 06002

RE: Contract Renewal for:  
Contract Name: On Call Roof Repairs  
Contract # 21587-2-2  
In the amount of: \$150,000


According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/26/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: Eagle Rivet Roof Services, Inc.

Contact Name: David Nietch   
Print Signature

Title: Service Division Manager Date: 2/21/19



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
Purchasing Agent

**Fiscal Year 2018/2019**

**July 19, 2018**

**NOTICE OF AWARD**

200 Orange Street Rm 301  
New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Eagle Rivet Roof Services Corporation		Contract Name:	On Call Roof Repairs
15 Britton Drive		Contract #	21587-1-2
Bloomfield, CT 06002		Date Advertised:	May 20, 2018
Contractor Contact	David Nietch	Date Opened:	June 6, 2018
Telephone #:	860-953-1231		
Project Number:		Contract Value:	\$150,000.00
Vendor Number:	55105	Contract Term:	July 1, 2018--June 30, 2019

**X Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:**

1.	Full business name of bidder	4.	Certificate of Corporate Principal, if applicable
2.	Written signature of authorized agent	5.	Written signature of the witnesses
3.	Title of authorized agent	6.	DO NOT fill in date on first page of agreement

**Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.**

**Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.**

**X Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.**

**Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:**

1.	Full business name of bidder.	6.	Seal of Surety Company.
2.	Name of Surety Company.	7.	Written signature of witnesses.
3.	Written signature of authorized agent or bidder.	8.	Acknowledgment of Surety Company page.
4.	Seal of bidder, if applicable.	9.	Financial Statement of Surety Company.
5.	Surety Company's authorized signature.	10.	Updated power of attorney for Surety Company.

**Contract Renewal – All terms and conditions of original contract apply**

<b>State Wage</b>	<b>Livable Wage</b>	<b>Federal Wage</b>	<b>No Wage</b>
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NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services



654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval  
Renewal of Contract On Call Carpentry and Repairs

**Meeting Date:** March 18, 2019

**cc:** J. Barbarotta, J. Mazyck

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For consideration and approval of the Renewal of Contract #50450-2-2 to **Tim's Enterprises, LLC, 39 Myrtle Ave., Ansonia, CT** for On Call Carpentry and Repairs for the NHPS for Fiscal Year 2019-20.

**Amount of Contract:** Not to exceed \$100,000.

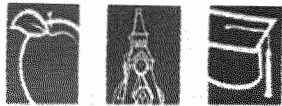
**Funding Source:** 2019-2020 Capital Projects

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.** The service is to perform carpentry services that are beyond the scope of our in house tradesmen the work usually requires a building permit, which transfers liability to the contractor.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?** Inspections and maintenance reports are provided. The contractor's performance is inspected by the board of education tradesmen as well as the city building department to ensure compliance with all appropriate building codes.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.** This is an hourly rate (\$26.30) contract that was awarded to the lowest of the three bidders last year. The contract remains the same amount as last year and the contractor is New Haven Based, MBE, SCDP participant.

See option to renew letter attached.





NEW HAVEN PUBLIC SCHOOLS

654 Ferry St. New Haven Ct. 06513



GOTO SERVICES

117 Kendall St. New Haven, CT 06513

New Haven Public Schools Facilities Department

Date: 2/8/19

Mr. Tim Washington  
Tim's Enterprise's LLC.  
39 Myrtle Ave.  
Ansonia, CT 06401

RE: Contract Renewal for:  
Contract Name: On Call Carpentry Repairs  
Contract # 50450-2-2  
In the amount of: \$100,000


According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/18/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: Tim's Enterprise LLC

Contact Name: Timothy Washington   
Print Signature

Title: member/manager Date: 2-15-19



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
Purchasing Agent

**Fiscal Year 2018/2019**

**June 11, 2018**  
**NOTICE OF AWARD**

200 Orange Street Rm 301  
New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Tim's Enterprises, LLC		Contract Name:	On Call Carpentry Repairs
39 Myrtle Avenue		Contract #	50450-1-2
Ansonia, CT 06401		Date Advertised:	April 8, 2018
Contractor Contact	Tim Washington	Date Opened:	April 24, 2018
Telephone #:	203-410-5989		
Project Number:		Contract Value:	\$100,000.00
Vendor Number:	46417	Contract Term:	July 1, 2018--June 30, 2019

**X Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:**

1.	Full business name of bidder	4.	Certificate of Corporate Principal, if applicable
2.	Written signature of authorized agent	5.	Written signature of the witnesses
3.	Title of authorized agent	6.	DO NOT fill in date on first page of agreement

**Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.**

**Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.**

**X Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.**

**Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:**

1.	Full business name of bidder.	6.	Seal of Surety Company.
2.	Name of Surety Company.	7.	Written signature of witnesses.
3.	Written signature of authorized agent or bidder.	8.	Acknowledgment of Surety Company page.
4.	Seal of bidder, if applicable.	9.	Financial Statement of Surety Company.
5.	Surety Company's authorized signature.	10.	Updated power of attorney for Surety Company.

**Contract Renewal – All terms and conditions of original contract apply**

<input type="checkbox"/>	<b>State Wage</b>	<input type="checkbox"/>	<b>Livable Wage</b>	<input type="checkbox"/>	<b>Federal Wage</b>	<input type="checkbox"/>	<b>No Wage</b>
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NEW HAVEN PUBLIC SCHOOLS

**MEMORANDUM**

Joseph Barbarotta  
Executive Director  
Facilities Services

**To:** Finance and Operations Committee  
**From:** Joseph Barbarotta  
**Re:** F&O Agenda Item/For Approval  
Renewal of Contract for On Call Asphalt and Concrete Services  
**Meeting Date:** March 18, 2019  
**cc:** John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

For consideration and approval of the Renewal of Contract #50471-2-2 to Lior Excavating, LLC, 129 Church St., New Haven, CT for On Call Asphalt and Concrete Services for the NHPS for Fiscal Year 2019-20.

**Amount of Contract: Not to exceed \$100,000.**

**Funding Source: 2019-2020 Capital Projects**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform asphalt repairs, pot hole repairs, sidewalk and parking lot repairs or replacement.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation? Inspections and maintenance reports are provided.**  
The contractor's performance is inspected by the board of education staff and the work is tracked through the work order system.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**  
The contract is a renewal and the pricing remains the same as last fiscal year. This contract was awarded to the lower of two bidders. The bidder is a New Haven Based Company .a WBE and a participant in the SCDP. The contract is 5% less compared with the existing contract.

See renewal letter attached.

New Haven Public Schools Facilities Department

Date: 2/12/19

Mr. Lior Israel  
Lior Excavating LLC.  
129 Church St.  
New Haven, CT 06510


RE: Contract Renewal for:  
Contract Name: On Call Asphalt Repairs  
Contract # 50471-2-2  
In the amount of: \$100,000

According to your agreement with the City of New Haven and Board of Education, you have a renewal option for the fiscal year 2019-2020. If you are interested in renewing the above referenced agreement for the same amount, under the same terms and conditions (including any increases to Livable wage), please sign this letter of acceptance. If you choose not to renew this contract please send me a letter stating such so we can terminate the contract and re-bid the work for the upcoming year.

Please sign below and return to John Barbarotta at 654 Ferry Street, New Haven, CT 06513 no later than 2/26/19. You may fax a copy to 203-936-5229 or scan and email to [john.barbarotta@nhboe.net](mailto:john.barbarotta@nhboe.net) to expedite renewal but, please follow up and send hard copy in mail.

Should you have any questions, please feel free to contact me. Thank you for your attention to this matter.

John Barbarotta  
Director of Facilities NHBOE  
654 Ferry Street  
New Haven Ct. 06513  
P#475-220-1644

Company Name: Lior Excavating LLC  
Contact Name: Lior Israel   
Title: CEO Date: 2/13/19



**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

Mayor

Michael V. Fumiatti, Sr  
 Purchasing Agent

**Fiscal Year 2018/2019**

**June 12, 2018**

**NOTICE OF AWARD**

200 Orange Street Rm 301  
 New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Lior Excavating, LLC		Contract Name:	On Call Asphalt Repairs
129 Church Street		Contract #	50471-1-2
New Haven, CT 06510		Date Advertised:	April 15, 2018
Contractor Contact	Lior Israel	Date Opened:	April 26, 2018
Telephone #:	203-314-3909		
Project Number:		Contract Value:	\$100,000.00
Vendor Number:	55982	Contract Term:	July 1, 2018--June 30, 2019

**X Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:**

1.	Full business name of bidder	4.	Certificate of Corporate Principal, if applicable
2.	Written signature of authorized agent	5.	Written signature of the witnesses
3.	Title of authorized agent	6.	DO NOT fill in date on first page of agreement

**Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.**

**Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.**

**X Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.**

**Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:**

1.	Full business name of bidder.	6.	Seal of Surety Company.
2.	Name of Surety Company.	7.	Written signature of witnesses.
3.	Written signature of authorized agent or bidder.	8.	Acknowledgment of Surety Company page.
4.	Seal of bidder, if applicable.	9.	Financial Statement of Surety Company.
5.	Surety Company's authorized signature.	10.	Updated power of attorney for Surety Company.

**Contract Renewal – All terms and conditions of original contract apply**

<b>State Wage</b>	<b>Livable Wage</b>	<b>Federal Wage</b>	<b>No Wage</b>
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NEW HAVEN PUBLIC SCHOOLS

Joseph Barbarotta  
Executive Director  
Facilities Services

**MEMORANDUM**

**To:** Finance and Operations Committee

**From:** Joseph Barbarotta

**Re:** F&O Agenda Item/For Approval  
Renewal of Contract for On Call Plumbing Repair Service

**Meeting Date:** March 18, 2019

**cc:** John Barbarotta, Luz Perez

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654 Ferry Street  
New Haven, CT 06513  
Tel. (475) 220-1631  
Fax. (203) 936-5229

For consideration and approval of the Renewal of Contract #50477-2-2 to **Tri State Maintenance Services LLC, 356 Old Maple Ave., North Haven, CT** for On Call Plumbing Repair Service for the NHPS for Fiscal Year 2019-20.

**Amount of Contract: Not to exceed \$100,000.**

**Funding Source: 2019-2020 Capital Projects**

**Key Questions:**

1. **Please describe how this service is strategically aligned with school or District goals.**  
The service is to perform plumbing services that are required to ensure water and restroom issues are attended to in a timely manner.
2. **Please describe the evidence of effectiveness for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation? Inspections and maintenance reports are provided.**  
The contractor's performance is inspected by the board of education plumber as well as AFB trades manager and the City of New Havens plumbing inspector.
3. **Why do you believe this agreement is fiscally sound? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.**  
The contract is a renewal and the amount remains the same as last year. This contract was awarded to the lowest of the three bidders last year. The contract is a decrease in the hourly rate of \$4.10 per hour or 7% (\$54.90) and the contractor is a participant in SCDP. The contractor performs work that is beyond the scope or capabilities of our in house tradesman. The contractor pulls permits and performs work that eliminates liability issues for the board of education.

See option to renew letter attached.





**CITY OF NEW HAVEN**  
**BUREAU OF PURCHASES**

Toni N. Harp

*Mayor*

Michael V. Fumiatti, Sr  
*Purchasing Agent*

**Fiscal Year 2018/2019**

**JUNE 12, 2018**  
**NOTICE OF AWARD**

200 Orange Street Rm 301  
 New Haven, Connecticut 06510

Tel. (203)946-8201- Fax. (203)946-8206

Tri State Maintenance Services, LLC		Contract Name:	On Call Plumbing Repair Services
356 Old Maple Avenue		Contract #	50477-1-2
North Haven, CT 06473		Date Advertised:	April 24, 2018
Contractor Contact	Thomas Giuliano	Date Opened:	May 9, 2018
Telephone #:	203-691-1343		
Project Number:		Contract Value:	\$100,000.00
Vendor Number:	45700	Contract Term:	July 1, 2018--June 30, 2019

**X Contract AGREEMENT forms - 2 signed originals are required. Complete as follows:**

1.	Full business name of bidder	4.	Certificate of Corporate Principal, if applicable
2.	Written signature of authorized agent	5.	Written signature of the witnesses
3.	Title of authorized agent	6.	DO NOT fill in date on first page of agreement

**Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.**

**Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.**

**X Insurance certificates - required in duplicate, see attached Rider for endorsements and policy limits.**

**Labor & Material & Performance Bond(s) - 2 signed originals are required, Complete as follows:**

1.	Full business name of bidder.	6.	Seal of Surety Company.
2.	Name of Surety Company.	7.	Written signature of witnesses.
3.	Written signature of authorized agent or bidder.	8.	Acknowledgment of Surety Company page.
4.	Seal of bidder, if applicable.	9.	Financial Statement of Surety Company.
5.	Surety Company's authorized signature.	10.	Updated power of attorney for Surety Company.

**Contract Renewal – All terms and conditions of original contract apply**

<b>State Wage</b>	<b>Livable Wage</b>	<b>Federal Wage</b>	<b>No Wage</b>
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# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** *RS* Tom Smith/Robert Lynn *RL*  
**Re:** Approval of Purchase Order  
M.E. O'Brien & Sons, Inc.  
Strong/Barack Obama School  
**Meeting Date:** March 18, 2019

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## Executive Summary:

Approval is requested for a **Purchase Order** for **M.E. O'Brien & Sons, Inc.** of 93 West Street, Medfield, MA 02052 for the playground for Strong/Barack Obama School. This purchase is under state contract #17PSX0081.

## Amount of Purchase Order and Daily, Hourly, or Per Session Cost:

\$146,188.25

## Funding Source:

3078 17GG 58001

## Key Questions:

1. Please describe how this service is **strategically aligned** with school or District goals:

School Construction Project

2. Please describe the **evidence of effectiveness** for this contractor. In addition, how is or will the contractor be evaluated? If a continuation service, what are the results of last year's evaluation?

N/A

3. Why do you believe this agreement is **fiscally sound**? Include how the contractor was selected (various quotes vs. RFP vs. Sole Source), whether and why the cost has increased over last year (if continuation), and what an alternative might cost.

State Contract #17PSX0081

Fiscal Year 2019

Quarter \_\_\_\_\_

# PURCHASE REQUISITION

Agency Leave Blank

CITY OF NEW HAVEN

<b>Board of Education</b>	Agency <b>New Haven Public Schools</b>	Date Prepared <b>2/26/2019</b>	Funding/Agency 1000/900 <b>3078-17GG</b>	Program	Location	Object
	Organization: School Construction Program	Reg. No.	<b>190</b>			
Important: Use separate each commodity class. Do items involving more than classification of each form and canary copies to business office.	Delivery Point: <b>Strong School/Barack O'Barra</b>	Requested By: <b>Tom Smith</b>		Approved by: <i>(Agcy Head of Auth. Agent)</i>		

DESCRIPTION (Type, size, color, weight, shape, quality, packaging, etc. Be specific. Give complete information to avoid mistakes.)	Unit of Meas.	Quantity	Est. Unit Cost	Total Cost	Date Needed
<p>Item Description:</p> <p><b>STATE CONTRACT # · 17PSX0081</b></p> <p>Landscape Structures Furnished &amp; Delivered - See Quote                      Playbound Poured In Place Rubber Safety Surfacing - See Quote                      Installation Services - See Quote</p> <p><b>NO DELIVERIES ARE TO BE MADE WITHOUT PRIOR APPROVAL.</b></p> <p><b>Contact Tom Smith two (2) weeks prior to all deliveries at 860-249-1089. All items are to be delivered and installed with the removal of all debris from site by the responsible vendor.</b></p> <p><b>Strong /Barack Obama School</b>                      69 Farnham Ave.                      New Haven, CT</p> <p>SUGGESTED                      VENDOR (Name &amp; Address)</p> <p>M.E. O'Brien &amp; Sons, Inc.                      93 West Street                      P.O. Box 650                      Medfield, MA 02052                      Contact: Peter Wallace                      Phone: 203 805-4325                      Fax: 203 805-4265                      Email: <a href="mailto:Peter.Wallace@obrienandsons.com">Peter.Wallace@obrienandsons.com</a></p>				<p>\$76,000.25                      \$39,188.00                      \$31,000.00</p> <p><b>TOTAL: \$146,188.25</b></p>	

Edited By: \*\*\*All Space Below this line reserved for purchaser Approved for purchase by:



**M.E. O'BRIEN & SONS, INC.**  
 93 West Street - P O Box 650 / Medfield MA 02052  
 508-359-4200 (phone) / 508-359-2817 (fax)  
**SDO Certified WBE (MA Only)**

## REVISED QUOTATION

**Date:** December 6, 2018

Page 1 of 3

**Job:** Strong School  
**Location:** New Haven, CT

**Salesman:** Peter Wallace, CPSI / Phone: 203-805-4325 / Fax: 203-805-4265  
 Peter\_Wallace@obrienandsons.com

**Attention:** Webster Grouten / [wgrouten@gilbaneco.com](mailto:wgrouten@gilbaneco.com)  
 Heidi Hajna / [hhajna@freemancos.com](mailto:hhajna@freemancos.com) / Thomas Smith / [tsmith@gilbaneco.com](mailto:tsmith@gilbaneco.com)

We are pleased to offer our quotation on the following for the above subject job:

*CT STATE CONTRACT PRICING / CONTRACT #17PSX0081 – 2019 Pricing*

<u>QTY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
	<u>By Landscape Structures, Inc. - #MEO17488 9-25-17</u>	
<b>A.</b>	<b>PreK-1<sup>st</sup> Grade Play Area</b>	
1	PlayBooster Structure with Double Swirl Slide and Cozy Climber, direct bury \$16,660 less 5%	\$15,827.00
1	Independent Hillside Gemini SlideWinder2 Slide, direct bury \$6,965 less 5%	\$6,617.00
1	#182503A Welcome Sign, 2-5	No Charge
<b>B.</b>	<b>Grades 2-4 Play Area</b>	
1	PlayBooster Structure with hex deck, two slides, d.b. \$34,585 less 5%	\$32,855.75
1	#CP008269 Custom Rope Pull Climber, 6'-6" elevation \$2,080 less 5%	\$1,976.00
1	#CP008268 Custom Hill net climber 12' x 6' with (6) steel posts, direct bury \$9,380 less 5%	\$8,911.00
1	#124863G SlideWinder 96" deck, (3) straight, (1) left, (1) right, direct bury \$4,960 less 5%	\$4,712.00
1	#182504C Welcome Sign, 5-12	No Charge
<b>C.</b>	<b>Independent Play Area – surface mount</b>	
3	#186588D Kaleidoscope Bench \$1,785 less 5%	\$1,695.75
1	#154397A CoolTopper Single Post, direct bury only* \$3,585 less 5%	\$3,405.75
	*Coordination will need to be done with site contractor.	
	<b>Total LSI Furnished and Delivered</b>	<b>\$76,000.25</b>

<u>QTY</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
	<u>Surface America – PlayBound Poured-In-Place</u>	<b>\$39,188.00</b>
	<ul style="list-style-type: none"> <li>• Materials and installation of rubber only over asphalt base on hillside, stone sub-base in level area.</li> <li>• Sub-base is by others.</li> <li>• 50% black, 50% standard color, speckled mix.</li> <li>• 3,000 total sq/ft – 2,087 sq/ft at 1-3/4” thick, 913 sq/ft at 3” thick.</li> <li>• Standard aromatic binder is included.</li> <li>• If any percentage of sky blue, royal blue, light gray, dark gray or teal are included aliphatic binder is required and the price will increase by \$1.25 per square foot.</li> <li>• Teal, yellow, purple and primary red are custom colors. If used in more than 25% of top surface, an additional \$0.50 per square foot will be added.</li> <li>• <i>M.E. O’Brien &amp; Sons is NOT responsible for plan take-offs. It is the responsibility of the purchaser to approve/purchase items “per plan”. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Please confirm and double check quantities quoted. Any changes to quantity may impact price quoted.</i></li> <li>• If installation is included, please note the following: Prevailing wages are included. Installation is to take place over a prepared sub-base by others. Installation lead-time is to be determined and is weather dependent. <u>Site security is by others. M.E. O’Brien &amp; Sons and Surface America will NOT be responsible for repairs if surfacing is walked on or otherwise disturbed prior to curing.</u></li> </ul>	
	<u>Installation Services – Budgetary pricing, further to scope review</u>	<b>\$31,000.00</b>
	<ul style="list-style-type: none"> <li>• Receive/off-load equipment delivery</li> <li>• Lay out and augur holes. Holes on hillside will need to be cut through asphalt (installed by others)</li> <li>• Install Landscape Structures equipment, pour concrete footers</li> </ul> <p>* All preparatory site work, excavation, concrete flat work, concrete border, grading of hillside, asphalt hill, stone sub-base are <u>by others</u>.</p>	
<b>Total Project Price</b>		<b><u>\$146,188.25</u></b>

Re: Strong School  
New Haven, CT  
December 6, 2018

Page 3 of 3

**\*\*PLEASE READ – IMPORTANT NOTES – PLEASE READ\*\***

- Contractor/Customer is responsible for quantity, color, and product confirmation.
- Prices based on quantities listed. Any change to quantities may impact prices quoted.
- M.E. O'Brien & Sons is NOT responsible for plan take-offs. All quantities, square footages, thicknesses, etc. are the responsibility of the purchaser. Confirm and double check quantities quoted. It is the responsibility of the purchaser to approve/purchase items "per plan".
- Prices are quoted for 2019, are firm for 30 days only and are subject to review thereafter.
- Prices are for materials only unless otherwise noted.
- Prices do NOT include sales tax.
- If installation is included, M.E. O'Brien & Sons is NOT responsible for buried underground hazards including, but not limited to: ledge, unsuitable bearing soils, unmarked utilities, boulders, construction debris and any other conditions beyond our control. Additional cost will be required to rectify these situations.
- Standard manufacturer's design, colors, specifications, and construction apply.
- Retainage does not apply.
- Returns must be made within 30 calendar days of receipt of order. Customer is responsible for re-stocking fee plus shipping charges (to and from) for all returned items. Custom items and surfacing products are NOT returnable.
- Our terms are: to be arranged.
- Allow 5 to 8 weeks for delivery of materials after receipt of order and architectural approval if required. Installation to take place as soon as possible after receipt of materials and according to installer's schedule; prevailing wage rates do not apply unless otherwise noted.

*If we can be of further assistance, please do not hesitate to contact us.  
Thank you!*

# Memorandum

**To:** NHPS Finance and Operations Committee  
**From:** *TS* Tom Smith/Robert Lynn *RL*  
**Re:** Approval of SCG-042 Phase 2 of 2 – Furniture, Fixture,  
Equipment & Technology – Strong 21<sup>st</sup> Century  
Communications Magnet Lab School  
**Meeting Date:** March 18, 2019

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## Executive Summary:

Approval is requested from the Board of Education for submission to the State Department of Administrative Services, Office of School Facilities of the SCG-042 Request for Review of Final Plans for Phase 2 of 2, Furniture, Fixtures, Equipment & Technology for the Strong 21<sup>st</sup> Century Communications Magnet Lab School Project, SDE 093-0368.

This was submitted to the Citywide School Building Committee on March 14, 2019.



**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: New Haven Public Schools	FACILITY NAME AND ADDRESS: Strong 21st Century Communications Magnet Lab School 69 Farnham Avenue, New Haven, CT	STATE PROJECT NUMBER: 093-0368
		PHASE NUMBER: 2 of 2

Estimated date\* to begin construction January 2018 Estimated date to complete construction November 2019

\* 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>3/25/19</u>	<u>N/A</u>
School Building Committee	<u>3/14/19</u>	<u>N/A</u>

We hereby certify that these **final plans and project manual(s)** as prepared for bidding and dated **03/08/19**, 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 **03/08/19**, have been reviewed and approved for this project on the dates shown above.

For the Town or Regional Board of Education:		
Darnell Goldson		3/25/19
Chairperson's Name (Type or print)	Signature	Date

For the School Building Committee:		
Mayor Toni Harp		3/14/19
Chairperson's Name (Type or print)	Signature	Date

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

For the Project Architect/Engineering Firm:		
JCJ Architecture		860-247-0226
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.

Dr. Carol Birks		3/25/19
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. 093-0368

Project Name: Strong 21st Century Communications Magnet Lab School

Name of Contact Person: Robert Lynn	Telephone: 203 946-6809	Date: 3/14/19
-------------------------------------	-------------------------	---------------

<b>Certifications of Local Approval:</b>		
I certify that I have local jurisdiction over the <b>State Building Code</b> and that the plans and project manual dated _____ for the above referenced project comply with all applicable building codes.		
_____	_____	_____
<b>Local Building Official's Name</b>	<b>Signature</b>	<b>Date</b>
I certify that I have local jurisdiction over the <b>State Fire Safety Code</b> and that the plans and project manual dated _____ for the above referenced project comply with all applicable fire codes.		
_____	_____	_____
<b>Local Fire Marshal's Name</b>	<b>Signature</b>	<b>Date</b>
I certify that I have local jurisdiction over the <b>State Health Code</b> and that the plans and project manual dated _____ for the above referenced project comply with all applicable health codes.		
_____	_____	_____
<b>Local Health Official's Name</b>	<b>Signature</b>	<b>Date</b>
I certify that I have local jurisdiction over <b>Section 504 of the Rehabilitation Act of 1973</b> , and the Uniform Federal Accessibility Standards (UFAS). I further certify that the plans and project manual dated _____ for the above referenced project comply with all applicable accessibility codes.		
_____	_____	_____
<b>Local Federal 504 Official's Name</b>	<b>Signature</b>	<b>Date</b>

- 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



**APPROVAL OF SCG-042 REQUEST FOR REVIEW OF FINAL PLANS**

**PHASE 2 of 2 —“FURNITURE, FIXTURES, EQUIPMENT &  
TECHNOLOGY”  
STRONG 21<sup>ST</sup> CENTURY COMMUNICATIONS MAGNET LAB SCHOOL**

**Board of Education  
MARCH 25, 2019**

**BOE Action**

The BOE recommends and authorizes the following action:

1. That the Chairman of the Citywide School Building & Stewardship Committee execute the SCG-042 form for the Phase 1 – Furniture, Fixtures, Equipment & Technology for the Strong 21<sup>st</sup> Century Communications Magnet Lab School Project and
2. That the Board of Education approve the execution of the SCG-042 form and that the President of the Board of Education and the Superintendent of Schools execute same; and
3. That the executed SCG-042 form and documents for the Phase 2 – Furniture, Fixtures, Equipment & Technology for the Strong 21<sup>st</sup> Century Communications Magnet Lab School Project be submitted to the State Department of Administrative Services for review.