

CITY OF NEW HAVEN

CONTRACT CHANGE ORDER (CO)

1	CONTRACT TITLE:	Martinez Pool Dehumidification Project					
2	CONTRACT #.	21823	CO#	1	CO DATE	8/15/2023	
3	CONTRACTOR:	Pro-Mech Inc.				VENDOR CODE	14144
:4	EMAIL	promechinc@comcast.net				PROJECT No.:	N/A
:5	CONTRACT START DATE	04/23/2023			CONTRACT END DATE:		08/30/2023
6	CONTRACT TERM WILL BE:		X		06/30/2024		
		UNCHANGED	INCREASED	DECREASED	NEW END DATE		
7	FUNDING SOURCE OF CONTRACT:	ARP ESSER III Carryover 25536399-56697-0474				CAPO#:	70230110
:8	FUNDING SOURCE OF CO	N/A				CAPO#:	
:9	ORIGINAL AWARDED AMOUNT	\$608,760.00					
10	CONTRACT AMOUNT PRIOR TO THIS CO:	\$608,760.00					
11	AMOUNT OF THIS CO	0				ACTUAL	
						INCREASE	
						DECREASE	
12	NEW CONTRACT AMOUNT	\$608,760.00					
13	Is this Change Order a final close-out of the Contract?					YES	NO
14	Has the cost of this contract been increased from the original amount?					YES	NO
15	What is the total percentage increase/decrease over the original contract, including the current CO?					%	
16	Is any part of this Change Order outside of the scope of the original bid documents?						No
17	Has any of the work described in this Change Order been ordered to be done?					YES	NO
18	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? (If the answer 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.)					YES	NO

19 COMPANY HOLDING PERFORMANCE BOND: (If Applicable)

23	21823	1	8/15/2023
	Contract Number	CO #	DATE

ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT REMAIN IN FULL FORCE AND EFFECT.		
CONTRACTOR'S SIGNATURE	TITLE	DATE

BY SIGNING BELOW, WE CERTIFY THAT THIS CHANGE ORDER HAS BEEN REVIEWED BY THE APPROPRIATE PARTIES AND FOUND TO BE IN COMPLIANCE WITH THE RULES, REGULATIONS AND POLICIES OF OUR INDIVIDUAL DEPARTMENTAL REQUIREMENTS.	
REQUESTING AGENCY DEPARTMENT HEAD SIGNATURE	DATE
SMALL CONTRACTOR DEVELOPMENT SIGNATURE	DATE
COMMISSION ON EQUAL (CEO) SIGNATURE	DATE
CAPO REVISED AND APPROVED SIGNATURE	DATE
PURCHASING AGENT SIGNATURE	DATE
OFFICE OF CORPORATION COUNSEL: - APPROVED TO FORM & CORRECTNESS.	DATE
CONTROLLER: - CERTIFIED AS TO SUFFICIENCY OF APPROPRIATION OR AVAILABILITY OF FUNDS	DATE

This section is utilized when and as needed:		
24	ENGINEER/ARCHITECT:	COMPANY/FIRM
		DATE



CITY OF NEW HAVEN

BUREAU OF PURCHASES

Justin Elicker
Mayor

200 Orange Street Rm 301
New Haven, Connecticut 06510
Tel. (203)946-8201

Shawn J. Garriss
Acting Purchasing Agent

NOTICE OF INTENT TO AWARD

Contractor:	PROMECH INC.	Contract Name:	Martinez Pool Dehumidification Project
Address:	102 D FILLEY ST.	Contract #:	21823
City:	BLOOMFIELD	Award Date:	February 13, 2023
State:	Connecticut	Contractor Contact:	Paul Frigon
Zip Code:	06002	Contract Term:	April 23, 2023 - August 30, 2023
Vendor #:	14144	Contract Value:	\$608,760.00

Dear Contractor:

You are hereby notified that the City of New Haven intends to award to you the contract for the Contract Name recited above. The attached Agreement contains the instructions for the deliverables required to be provided to the City in connection with this Agreement.

If the applicable boxes are checked in Article 1, you must contact the Commission on Equal Opportunity and/or the Small Contractor Development Office to setup an appointment with them. If required, the contract cannot be executed without these departmental signoffs.

You have **(7) SEVEN Calendar days from receipt** of this **NOTICE OF INTENT TO AWARD** to sign the Agreement. If you do not return all required documentation or provide us with just cause for the delay, the City will consider your bid abandoned and annul this Notice of Intent to Award.

Should you have any questions, please contact us immediately. DO NOT PROCEED with work on this contract until the executed contract documents have been returned to you, and a purchase order or other official Notice to Proceed has been provided to you.

Questions and/or concerns can be directed to me at (203) 946-8201.

Sincerely,

Shawn J. Garriss (QJC)

Shawn J. Garriss
Acting Purchasing Agent



CITY OF NEW HAVEN

BUREAU OF PURCHASES

A-23-0671

Justin Elicker
Mayor

FISCAL YEAR	2023/2024
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Shawn J. Garriss
Acting Purchasing Agent

AGREEMENT

200 Orange Street Rm 301
New Haven, CT 06510
Tel. (203)946-8201

Schedule of Agreement

Contractor:	PROMECH INC.	Contract Name:	Martinez Pool Dehumidification Project
Address:	102 D FILLEY ST.	Contract #:	21823
City:	BLOOMFIELD	Date Advertised:	November 15, 2022
State:	Connecticut	Date Closed:	December 7, 2022
Zip Code:	06002	Award Date:	February 13, 2023
Contractor Contact:	Paul Frigon	Bid Document Date:	November 15, 2022
Telephone #:	860-243- 3952	Bid Submission Date:	December 7, 2022
Contractor Email:	promechinc@comcast.net	Vendor #:	14144
Project #: (If applicable)	n/a	Purchase Order #:	70230110
City Department:	Board of Education	Contract Term:	April 23, 2023 - August 30, 2023
Contract Dollar Amount:	\$608,760.00		
Lump Sum:	<input checked="" type="checkbox"/>	Not-To-Exceed:	<input type="checkbox"/>
Schedule of Award		See attachment(s)	
<small>Originals of the attached documents, Specifications, under the Original Contract Number, are on file with the Bureau of Purchases: Bid Documents Addendum, when applicable</small>		<small>**If this box is checked, Bid Specifications are attached by reference due to the file size. Should you need a copy of the Bid Specifications, please contact the Bureau of Purchases.</small>	

THIS ELECTRONIC AGREEMENT is by and between the Contractor listed above (hereinafter referred to as the "Contractor"), and the City of New Haven (hereinafter referred to as the "City").and **is executed as of the date of the Mayor's Signature affixed below.**

Whereas the Contractor and the City of New Haven (see above for whether Lump Sum or Not-To-Exceed) for the Contract Dollar Amount listed above and considerations stated herein, mutually agree as follows:

ARTICLE 1.

<input checked="" type="checkbox"/>	A	Contract Agreement	Duly Authorized Signatory Signs where indicated					
<input checked="" type="checkbox"/>	B	Insurance	Certificate of Insurance per Bid Specifications must remain in full force and effect for the duration of the Contract					
		RIDER	110					
<input checked="" type="checkbox"/>	C	Commission on Equal Opportunities (CEO)	Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.					
<input checked="" type="checkbox"/>	D	Small Contractor Development Program (SCD)	Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.					
<input checked="" type="checkbox"/>	E	Labor & Material & Performance Bond(s)	Bonds must be completed and mailed to the Bureau of Purchases					
	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.				
<input checked="" type="checkbox"/>	F	WAGE RATES						
		<input checked="" type="checkbox"/>	State Wage	<input type="checkbox"/>	Livable Wage		<input type="checkbox"/>	Federal Wage
					FY	2023/2024	prevailing	
								No Wage or Other

ARTICLE 2. Statement of Work. The Contractor shall furnish all services, supervision, technical personnel, labor, materials, machinery, tools, equipment and all other related services, including utility and transportation service, as applicable and perform and complete in an efficient and workmanlike manner all work required for: the Contract Name referenced above for the City of New Haven and the attached Schedule Of Award, in strict accordance with the Contract Documents as generally set forth below in Article 4, all as prepared by the City of New Haven.

ARTICLE 3. The Contract Price. The City of New Haven will pay the Contractor the amount as indicated in the Schedule of Agreement above for the performance of the Contract in accordance with the hourly wage and unit costs, as stated in the Calculation Sheet, as applicable and subject to any additions or deductions as may be authorized in the Contract Documents.

ARTICLE 4. Contractor Representations and Contract Documents. Contractor represents it has the ability to perform the services in accordance with the Bid Documents as required by this Agreement, and its performance shall be made in accordance with applicable law, including, but not limited to, the City's Code of Ordinances and Finance invoicing and payment policies. Contractor acknowledges that it has previously provided the City with Bid Documents in response to the City's solicitation noted above in the Schedule of Agreement as "Contract Name," and hereby restates and reaffirms the representations made in the Bid Documents. Such documents, together with the following titled documents, are herein referred to as, the "Contract Documents" and / or the "Agreement":

- A. Invitation to Bid, Bid Instructions and Bid Documents, including all requirements appended and included therein, plans and specifications, general and special conditions, notices to contractor insurance and labor requirements
- B. Bid Submission, including Bid Tabulation
- C. Addenda
- D. The Articles of this Agreement
- E. Performance and Labor and Materials Bonds (included herewith if applicable)
- F. All deliverables required by the Bid Documents and delivered after the Bid Submission

ARTICLE 4.1 Insurance and Indemnity. The attached Rider is hereby fully incorporated by reference herein, or such Insurance and Indemnity provisions as are contained in the Bid Documents.

ARTICLE 5. Wages. Salary rates and the classification of employees shall be as specified in the Bid Documents and Contract Documents. The rates of pay set forth in the Bid Documents are the minimum that shall be paid during the life of the Contract. Bidders must inform themselves about local labor conditions (e.g. the length of workday and the work week, overtime compensation, health and welfare contributions, labor supply and prospective changes and adjustments of rates).

ARTICLE 6. Non-Arrearage. The Contractor represents and affirms that neither it nor its subcontractors are in arrears to the State of Connecticut Second Injury Fund, nor to the City upon any debt, Contract, or other obligation.

ARTICLE 7. Equal Employment Opportunity. The Contractor shall comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference, for the duration of the agreement. The Contractor has further submitted a signed EEO agreement with the Bid Submission.

The City will terminate any Agreement without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions of Executive Orders 11246 and 11375, Connecticut Fair Employment Practice Act, and Chapter 12 1/2 of the Code of Ordinances of the City of New Haven. The City reserves the right to incorporate into the Agreement any additional provisions relating to Equal Employment. including an Affirmative Action Agreement.

ARTICLE 8. Assignment of Agreement. The Contractor shall not assign all or any part of the Agreement without the express written consent of the City. In the event of an assignment, such assignment shall NOT release the Contractor from any part of the responsibility or liability assumed under the Agreement. Without limiting the foregoing, the Contractor shall not subcontract any of the professional services to be performed by it under this Agreement absent written approval by the City. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by the Contractor.

ARTICLE 9. Commencement of Work. The City shall not be responsible for payment of any work performed or materials supplied by the Contractor prior to the Contractor receiving a fully executed Agreement, unless an emergency situation has been declared by a City employee duly empowered to do so and the Contractor receives written authorization from said employee to proceed. In such case, the responsibility for payment shall be limited to only that work deemed necessary by the City to alleviate the immediate emergency.

ARTICLE 10. Contractor's Status. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the City is that of an independent contractor. The City's governmental immunity shall not extend to the Contractor for any reason.

ARTICLE 11. Examination of Plans, Specifications, and Work Sites. The Contractor shall carefully examine all plans, specifications, and the work sites and shall satisfy itself as to the character, quality, quantity of surface and subsurface elements/obstacles/difficulties to be encountered. The Contractor shall not receive additional compensation for materials or labor for elements/obstacles/difficulties actually encountered. If discrepancies are found in plans, specifications or at the site(s) prior to the commencement of work, the Contractor shall submit a written request for clarification; if the Contractor fails to do so, the Contractor shall not receive additional compensation for additional labor or materials due to discrepancies.

ARTICLE 12. Construction - Investigation of Subsurface Conditions. Where the City has investigated subsurface conditions for the purpose of foundation design, structural design or other design needs, and the results of such investigation is shown on plans or in other documents, the results of the investigation represent only the City's statement as to the character of elements/obstacles/difficulties actually encountered by the City. The investigation of subsurface conditions is for the City's convenience and the City assumes no responsibility for the accuracy of the investigations, including but not limited to: the sufficiency or accuracy of any borings; the sufficiency or accuracy of the log of test borings; the sufficiency or accuracy of any preliminary investigations; the sufficiency or accuracy of the interpretation of the results of any test. The City makes no guarantee, written or implied, that such investigation revealed conditions representative of those existing throughout the site. In making the results of any investigation known, the City does not waive any provisions of this Article or Article 11.

ARTICLE 13. Contractor's Guarantee. Unless provided for elsewhere in this Agreement, the Contractor shall guarantee all work and materials as free from defects for one year after the final acceptance of the Contractor's work by the City. The Contractor shall, at its own expense, make all needed repairs or replacements due to any or all causes, which the City in its sole discretion, determines attributable to defective work or materials. Upon the City's determination that repair/replacement of work and or materials is required, the City shall mail written notice to the Contractor requesting such repair/replacement. If within ten days of such notice the Contractor fails to complete or to undertake with due diligence required repairs/replacement, the City or its agent may undertake the required repairs/replacement, and the Contractor shall be liable for all costs related to the required repairs/replacement, including any collection costs and attorney's fees. In any situation determined to be an emergency by the

City, the City or its agent may undertake the required repairs/replacement without sending notice to the Contractor; however, the Contractor shall remain liable for all costs related to the required repairs/replacement including any collection costs and attorney's fees. The provisions of this section shall survive termination of this Agreement.

ARTICLE 14 – Interest of City Officials. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.

ARTICLE 15 – Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

ARTICLE 16 – Contract Termination.

1601. Termination of Agreement for Cause. If, through any cause not the fault of the City, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) business days before the effective date of such termination. In the event of such termination, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

1602. Termination for Convenience of the City. Notwithstanding any other provision in this Agreement, the City reserves the right to terminate this Agreement for its convenience, including for any reason other than for cause, as described in Section 1601 above, upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory Services rendered up to the termination date upon submission to the City of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

ARTICLE 17. Additional Terms and Conditions.

1701. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven. In addition, the Contractor shall comply with all applicable Federal laws, codes, rules and regulations.

1702. The parties agree that they waive a trial by jury as to any and all claims, causes of action, or disputes against the City arising out of this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the City.

1703. The City and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

1704. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.

1705. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

1706. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.

1707. The City may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments and/or Purchase Orders executed by both parties to this Agreement.

1708. References herein in the masculine gender shall also be construed to apply to the feminine gender, and the singular to the plural, and vice versa.

1709. The City may terminate this Agreement under Article 16 without accepting liability for any incomplete work if it is found that the Contractor has violated any of the provisions stated herein. Failure of the Contractor to comply with any provision of this Agreement is a default under this Agreement. In addition to termination pursuant to Section 16, and the Contractor's Guaranty in Section 13, the City reserves any and all rights including self-help, and any and all other remedies available to the City at law or in equity.

1710. The City reserves the right to audit the Contractor's books of account in relation to this Agreement at any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and cancelled checks.

1711. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, waivers or notifications (such as termination and default) are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the City or the Contractor, and delivered in hand or sent by mail, postage prepaid, to the party to whom it is directed.

1712. Notices to the Contractor shall be sent to the person stated on the Notice of Award, at the company addressed stated therein.

1713. Notices to the City and Invoices for completed work should be directed to:

Project Manager/City Contact:	Frank Fanelli
Department:	Board of Education
Email Invoices to:	NHInvoice@newhavenct.gov

1714. Article headings are for the convenience of the parties only and do not describe or limit the contents of the Section.

1715. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be the exclusive property of the City of New Haven. In the event the City disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to accept the submission as final, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material approval.

1716. Billing/Invoicing/Contract Value - The Contractor agrees and understands that it is incumbent upon the Contractor to track billing. The Contractor shall send written notice to the City's Acting Purchasing Agent and the City's department contact when eighty per cent (80%) of the total value of the contract has been performed. Said notice shall identify the Contract #, reference the fact that eighty percent (80%) of the total contract has been reached, and shall include an up-to-date statement of invoices. The Contractor acknowledges that any work performed in excess of the total value of the contract shall not be paid by the City if the Contractor (A) failed to provide notice to the City as described herein, and/or, (B) failed to obtain written permission to proceed with additional work. Work Orders sent to the contractor by City personnel are NOT considered as written permission to exceed the contract value. Only an approved change order will aid in effectuating payment.

Signature Page To Follow

THIS AGREEMENT, together with other documents enumerated in ARTICLE 4, form the Contract Documents between the parties.

IN WITNESS WHEREOF, the parties have executed An **ELECTRONIC AGREEMENT** as of the date of the Mayor's Signature affixed below.

Contractor Signature:	DocuSigned by: <i>Paul Frigon</i>
Date and Time:	8E83E56CE26A4CE... April 24, 2023 2:15 PM EDT
Contractor Name & Title:	Paul Frigon President
Duly Authorized	

CITY OF NEW HAVEN	
This is to certify that the originals of the attached documents, under the Original Contract Number, are on file with the Bureau of Purchases:	DocuSigned by: <i>Miguel Hernandez</i> April 19, 2023 11:27 AM EDT
	16C09448DDD7478... Contract Analyst
Recommendation of Award of Contract:	DocuSigned by: <i>Shawn Garis</i> April 19, 2023 12:39 PM EDT
	EB7A8219F4384BF... Acting Purchasing Agent
The funds are available for this Agreement:	DocuSigned by: <i>W. S.</i> April 24, 2023 2:17 PM EDT
	2023BA439400417... Controller/Chief Accountant
Approved as to Form and Correctness:	DocuSigned by: <i>Michael Bowler</i> April 25, 2023 8:07 AM EDT
	04724FB8DEB144F... Sr. Assistant Corporation Counsel
	DocuSigned by: <i>Justin Elicker</i> May 1, 2023 9:17 PM EDT
	AA6694C8D0B8482... Mayor City of New Haven Connecticut



CITY OF NEW HAVEN

BUREAU OF PURCHASES

200 ORANGE STREET
NEW HAVEN, CONNECTICUT 06510
TELEPHONE (203) 946-8201
FAX (203) 946-8206

To:	Contract File		
Contract Name:	Martinez Pool Dehumidification Project		
Contract #	21823	Project #	n/a
Date Closed:	December 7, 2022	Award Date:	February 13, 2023
Department:	Board of Education	Project Manager/ City Contact:	Frank Fanelli
Funding Source:	Grant: ARP ESSER 25536399-56697	Contract Value:	\$608,760.00
Wage Rates:	Prevailing		
Bid Awarded To:	PROMECH INC.		

Shawn J. Garriss

February 13, 2023

Shawn J. Garriss
Acting Purchasing Agent

Date

Cc: Nichole Jefferson, Director of CEO (with attachments where applicable)
Lil Snyder, SCD (with attachments where applicable)
SOLICITATION INFORMATION TEMPLATE (SIT)
CONTRACT AWARD MEMO
TAB SHEET
WAGE RATES

<input type="checkbox"/>
<input checked="" type="checkbox"/>
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CITY OF NEW HAVEN

Department of Finance

200 ORANGE STREET

NEW HAVEN, CONNECTICUT 06510

TELEPHONE (203) 946-8300

Contractor:	PROMECH INC.	Contract Name:	Martinez Pool Dehumidification Project
Address:	102 D FILLEY ST.	Contract #:	21823
City:	BLOOMFIELD	Award Date:	February 13, 2023
State:	Connecticut	Contractor Contact:	Paul Frigon
Zip Code:	06002	Contract Term:	April 23, 2023 - August 30, 2023
Vendor #:	14144	Contract Value:	\$608,760.00
Fiscal Year	2023/2024	Livable Wage	prevailing

To whom it may concern:

The work you are performing for the City of New Haven is considered a "service" under the City's Living Wage Ordinance. The ordinance, passed by the Board of Alderman in April 1997, as part of an initiative to assure that all who work on City contracts made enough money by their labors to rise out of poverty and obtain vital health care for themselves and their families.

In accordance with this goal, you have been awarded the above referenced contract and have agreed to pay a set minimum wage to your employees who participate in said work. In addition, you are required to meet certain other requirements set forth in the Ordinance.

The enclosed package includes the following:

- A brief description of the City's Living Wage Ordinance.
- Measures you must undertake when hiring individuals to perform this work.
- Information which must be posted at any work sites on City property.
- Wage report forms, which must be based on your payroll ending dates (weekly, biweekly, etc.). You may use your own form if the required information is included.
- It is your responsibility to retain all the certified payroll for this contract. We will only request them from you if there is a complaint.
- A detailed description of the measures the City may take to assure compliance with this ordinance.

Very truly yours,

City of New Haven
Controller

Bid specifications are included by reference.

The Contractor is registered with the Secretary of State

	Contract # :	21823					
	Contract Name:	Martinez Pool Dehumidification					
	Contract Period:	4/23/2023 through 9/28/2023					
	Contractor:	Pro Mechanical Inc.					
	Amount:	Not to exceed: \$608,760.00					
	Item #	Description	Est Qty	Unit of Measure	Unit Price	Model Brand	Total Price
	1	Martinez Pool Dehumid. Project per specs by IES	1	LS	\$569,300.00	Aaon DHU	\$569,300.00
	2	Painting entire ceiling, trusses, roof deck, walls to tile	1	LS	\$39,460.00	Shermin Williams	\$39,460.00
							\$0.00
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							\$0.00
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PERFORMANCE BOND

Contractor:	Pro-Mech, Inc.
Contract Name:	Martinez Pool Dehumidification Project
Contract #:	21823
Project #:	
Contract Dollar Amount:	Six Hundred Eight Thousand Seven Hundred Sixty and 00/100ths (\$608,760.00) Dollars
Bond #:	2351462
Surety Company:	Great American Insurance Company

KNOW ALL MEN BY THESE PRESENTS THAT:

Contractor as identified above, as Principal, hereinafter called Contractor, and Surety Company as identified above, hereinafter called Surety, are held and firmly bound unto the City of New Haven as Obligor, hereinafter called Obligor, in the Contract Dollar Amount listed above for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement entered into a Contract with Obligor for the Contract Name, Contract # and Project # listed above, which Contract effective on the date of signing, with all its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said Contract was recited at length herein.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving of the Obligor of an extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligor or the Contractor to the other, shall in no way release the Contractor and the Surety, or either of any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the surety of any such alterations, extension or forbearance being hereby waived.

Whenever Contractor shall be, and declared by Obligor to be, in default under the Contract, the Obligor having performed Obligor's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:


1. Complete the Contract in accordance with its terms and conditions, by another contractor acceptable to the Obligor said other Contractor to act as an agent of the Surety, or

2. Obtain a bid or bids for submission for completing the Contract in accordance with its terms and conditions, and upon determination by Obligor and Surety of the lowest responsible bidder, arrange for a Contract between such a bidder and Obligor and make available as work progresses (even though there should be default or a succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by Obligor to Contractor under the Contract and any amendments thereto, less the amount properly paid by Obligor to Contractor.

SIGNED AND SEALED this 13th day of March, A.D. 2023

IN THE PRESENCE OF:

Pro-Mech, Inc.

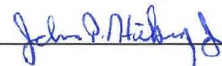

(Principal of Contractor) (Seal)

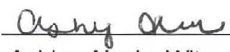
PRESIDENT
(Title)

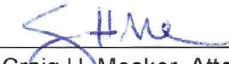
Great American Insurance Company

(Surety)

(Seal)




Ashley Alexis, Witness

By: 
Craig H. Meeker, Attorney-in-Fact

ACKNOWLEDGMENT OF SURETY COMPANY**Performance Bond**State of ConnecticutCounty of HartfordCity of Glastonbury

On this 13th day of March, 2023, before me personally came Craig H. Meeker to me known to be person named in the above instrument and who after being by me duly sworn, did depose and say it resides in Farmington, CT that it is the Attorney-in-Fact of the corporation described in which is executed the above instrument; that it knows the seal of said corporation that the seal affixed to said instrument is such corporate seal, that it was so affixed pursuant to a resolution of the board of directors of said corporation, and that it signed its name by like order.

Nicole Flourde
NICOLE FLOURDE
 State of Connecticut
 Notary Public

Notary Public

My Commission Expires: _____

My Commission Expires
March 31, 2025

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company, and the Power-of-Attorney of the Surety company's attorney-in-fact, authorized to act within the State of Connecticut).

For City of New Haven use only

The foregoing bond and sureties are hereby approved.

Dated, New Haven, Connecticut May 1, 2023 | 9:17 PM EDT, 20____

DocuSigned by:

Michael Bowler

04724F030EB144F...

Assistant Corporation Counsel
City of New Haven

DocuSigned by:

Justin Ellicker

2023BA459400417...

Controller

DocuSigned by:

Justin Ellicker

7A6694C8D0B8462...

Mayor
City of New Haven

LABOR AND MATERIALS BOND

Contractor:	Pro-Mech, Inc.
Contract Name:	Martinez Pool Dehumidification Project
Contract #:	21823
Project #:	
Contract Dollar Amount:	Six Hundred Eight Thousand Seven Hundred Sixty and 00/100ths (\$608,760.00) Dollars
Surety Company	Great American Insurance Company
Bond #	2351462

KNOW ALL MEN BY THESE PRESENTS THAT:

The Contractor as identified above, of the town of Bloomfield, County of Hartford, State of Connecticut, as Principal (hereinafter called the Principal) and Great American Insurance Company, of 301 East Fourth Street, Cincinnati, OH 45202 (Address) (a Surety company authorized to do business in the State of Connecticut) as Surety (hereinafter called the Surety) are held and firmly bound unto the City of New Haven (hereinafter called the "Obligee") in the full penal sum listed above lawful money of the United States, to be paid to said Obligee which payment will and truly be made and done, the said principal binds himself, its heirs, executors, and administrators (or itself, its successors and assigns and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement entered into a Contract with Obligee for the Contract Name, Contract # and Project # listed above, which Contract effective on the date of signing, with all its terms, covenants, conditions and stipulations is incorporated herein to form a part hereof as fully as if said Contract was recited at length herein.

The Principal and Surety herby agree to indemnify and hold harmless the Obligee for all claims, liens or suits for payment arising from the performance of the Contract.

NOW, THEREFORE, the condition of the obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the execution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of an extension of time for the performance of the Contract, or any other forbearance on the part of either the Obligee or the Principal to the other shall not in any way release the Principal and the Surety or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefor; may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sums as may be justly due.

Amounts owed by the Obligee to the Principal under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the Principal furnishing and the Obligee accepting this Bond, they agree that all funds earned by the Principal in the performance of the Contract are dedicated to satisfy obligations of the Principal and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the project.

This bond furnished pursuant to section 49-41 of the GENERAL STATUTES OF CONNECTICUT, Rev. of 1958.

SIGNED AND SEALED this 13th day of March, A.D. 2023.

IN THE PRESENCE OF

Pro-Mech, Inc.

(Principal of Contractor) (Seal)

PRESIDENT
(Title)

Great American Insurance Company

(Surety) (Seal)

Ashley Alexis
Ashley Alexis, Witness

By:

Craig H. Meeker (Attorney-in-Fact)

ACKNOWLEDGMENT OF SURETY COMPANY**LABOR AND MATERIAL BOND**State of ConnecticutCounty of HartfordCity of GlastonburyOn this 13th day of March, 2023, before me personally came

Craig H. Meeker to me known to be person named in the above instrument and who after being by me duly sworn, did depose and say it resides in Farmington, CT, that it is the Attorney-in-Fact of the corporation described in which is executed the above instrument; that it knows the seal of said corporation that the seal affixed to said instrument is such corporate seal, that it was so affixed pursuant to a resolution of the board of directors of said corporation, and that it signed its name by like order.

Nicole P. Poirer
NICOLE POIRER
 State of Connecticut
 Notary Public

My Commission Expires: _____

My Commission Expires
March 31, 2025

(The Surety Company must append statement of its financial condition and a copy of the resolution authorizing the execution of bonds by officers of the company, and the Power-of-Attorney of the Surety company's attorney-in-fact, authorized to act within the State of Connecticut).

For City of New Haven use only

The foregoing bond and sureties are hereby approved.

Dated, New Haven, Connecticut May 1, 2023 | 9:17 PM EDT, 2023

DocuSigned by:

Michael Bowler

64724FB83EB144E...

Assistant Corporation Counsel
City of New Haven

DocuSigned by:

Wesley S. ...

2023BA439400417...

Controller

DocuSigned by:

Justin Ellicker

AA0094C6D0B8162...

Mayor

GREAT AMERICAN INSURANCE COMPANY®**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by
this power of attorney is not more than TWO

No. 0 21434

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
CRAIG H. MEEKER	BOTH OF	BOTH
NICOLE M. PLOURDE	GLASTONBURY, CT	\$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.
IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4TH day of MAY 2020
Attest



Atty L C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 4TH day of MAY 2020, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 13th day of March 2023



Atty L C. B.

Assistant Secretary

GREAT AMERICAN
 INSURANCE GROUP

 301 East 4th Street
 Cincinnati, OH 45202

GAIG.com

GREAT AMERICAN INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS
AS OF DECEMBER 31, 2021

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 4,634,160,877	Unpaid losses and loss expenses.....	\$ 4,906,594,991
Stocks.....	1,342,077,362	Reserve for underwriting expenses.....	374,148,550
Mortgage loans on real estate.....	610,128,154	Federal income taxes.....	24,616,831
Real estate (net of encumbrances).....	2,157,418	Reserve for unearned premiums.....	1,751,526,656
Cash and short-term investments.....	1,062,849,476	Ceded reinsurance premiums payable.....	203,873,832
Other invested assets.....	1,716,473,934	Funds held under reinsurance treaties.....	640,117,270
Receivable for securities.....	720,833	Retroactive reinsurance ceded.....	(95,777,045)
Investment income due and accrued.....	36,264,700	Provision for reinsurance.....	41,494,800
Agents' and premium balances.....	741,660,659	Other liabilities.....	193,419,576
Reinsurance recoverable on loss payments.....	62,020,920	Total liabilities.....	8,040,015,461
Net deferred tax asset.....	80,340,794		
Receivable from affiliates.....	12,198,429	Capital stock.....	\$ 15,440,600
Receivable from Federal Crop Insurance Corporation.....	559,865,780	Paid in surplus.....	887,143,561
Company owned life insurance.....	196,874,070	Special surplus funds.....	77,301,464
Funds held as collateral.....	6,793,195	Unassigned funds.....	2,117,816,554
Funded deductibles.....	26,797,876	Policyholders' surplus.....	3,097,702,179
Other admitted assets.....	46,333,163		
Total.....	\$ 11,137,717,640	Total.....	\$ 11,137,717,640

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners,

STATE OF OHIO

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2021.

Subscribed and sworn to before me

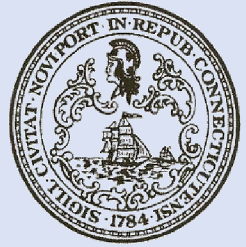
this 25th day of February, 2022.

Holly M Clayton
 Public Notary
 Notary Public, State of Ohio
 My Commission Expires April 28, 2025



Robert J. Schwartz
 Controller
Stephen Beraha
 Assistant Secretary

City of New Haven
CONNECTICUT
COMMISSION ON EQUAL OPPORTUNITIES
200 ORANGE STREET, 4TH FLOOR, ROOM 400
NEW HAVEN, CT 06510
Phone: (203) 946-8160
Fax: CEOinfo@newhavenct.gov



Mayor Justin Elicker

RECOMMENDATION FOR CONTRACTOR TO PROCEED WITH AWARD

Project Information

Project Name: Martinez Pool Dehumidification

Project #: 21823

Contractor: Pro-Mech Inc Contract Amount: \$608,760.00

Contract#: N/A Wage Rates: Prevailing Wage

Project Manager: Frank Fanelli Department: BOE

Pre-Award Conference

Pre-Award Meeting Confirmed date: March 7, 2023

Pre-Award Meeting Conducted by: Maurice Ramos

Sign off: Nichole Jefferson, Executive Director Date: 3/7/2023

Awarding/Funding Agency may now contract and otherwise proceed with Pro-Mech Inc as '**CEO-approved**' (per relevant laws and funding requirements) for this project. This NOTICE shall serve as CEO approval for contract execution.

CC: Frank Fanelli, Board of Education
Jay Hickey, Pro-Mech Inc
Paul Frigon, Pro-Mech Inc
CEO File



Nichole Jefferson
Executive Director



CITY OF NEW HAVEN: Subcontractor Utilization



Project Name & Number: MARTINEZ POOL DEHUMIDIFICATION PROJECT
 Contractor: PRO-MECH INC

List all Subcontractors to be used on the project by name address, type of work, dollar amount, outreach method used to secure subcontractor and appropriate company classification.

Subcontractor Name	Address	Telephone	Contact	Type of Work	Value \$	Type of Outreach	MBE	WBE	SBE
NONE AVAILABLE									

The Contractor herewith submits a complete list of subcontractors to be used on this project (attach additional sheet if necessary).

I PAUL FRIGON (Principal's name) representing PRO-MECH INC (Company name) affirm that to the best of my knowledge the forgoing information is true and correct, including all documentation attached to this form. I understand that willful false statements or misrepresentations will result in a civil penalty of \$10,000 imposed against the company.

Signature [Signature] Printed Name PAUL FRIGON Date 3/3/22

State of Connecticut)) ss: HARTFORD 3/3/23
 County of New Haven New Haven Date

Personally appeared PAUL FRIGON and made oath to the truth of the matters contained in this form.
 Printed Name

Seal may be placed here

Notary Signature [Signature] Notary Printed Name John P. Hickey Jr Notary Public or Commissioner of Superior Court
 Notary Title

For Office Use Only:

Approved - L. Snyder

Signature - L. Snyder

Date

4-10-23

AFFIDAVIT- Good Faith Documentation

I, the undersigned, upon oath do hereby declare that I have made a good faith effort to achieve the MBE utilization goals for subcontracting as set forth in Section 12-14 of the New Haven Code of Ordinances and that I have failed to achieve those goals and still desire to be considered for bid based upon my performance of the following actions:

I have completed five of the following efforts as set forth below and verified by documentation attached hereto:

- The submittal of scope specific subcontracting opportunities with the SCD office for distribution.
- Demonstrate to the SCD office whether the contractor provided relevant plans, specifications or terms and conditions to certified minority- and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor.
- Verification of quotes received from subcontractors that were denied because of cost, quality, availability, etc. NONE RECEIVED YET
- Conducting a networking event with owner, construction manager, and prime contractors
- Holding individual trade meetings with construction manager, prime contractors, and sub-contractors
- Other efforts as determined in advance by the Small Contractor Development Office MADE PHONECALLS
- The contractor identified feasible units of the project that could be subcontracted to small, minority, and women owned construction businesses ELECTRICAL
- The placing of the subcontracting opportunity on an approved City Construction Opportunity website, at least 10 days in advance of selection.
- The mailing of notices (certified mail, return receipt requested) to at least four business associations and/or development agencies which disseminate bid and other construction-related information to businesses within the Greater New Haven area, not less than two weeks prior to its bid or proposal.

I, PAUL FRIGON, affirm to the best of my knowledge that the foregoing statements are true and correct, including all material information and documentation attached to this affidavit and necessary to identify and explain the efforts of (Name of Company) PRO-MECH INC. I understand that a civil penalty not to exceed ten thousand dollars (\$10,000) may be imposed against the Company if it is found to have provided false or misleading information.

Signature of Principal/Owner: [Signature]

Printed Name: PAUL FRIGON

DATED this the 23 day of MARCH

[Signature]
Notary Public

Print Name John P. Hickey Jr.

My Commission Expires 9/30/23

State of CONN

County of HARTFORD

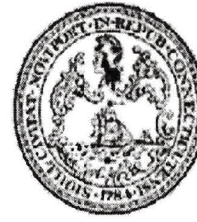
On this the 23 day of MARCH before me, John P. Hickey Jr. (name of notary), personally appeared PAUL FRIGON known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Date: 4-10-23
Denied: _____
Approved: _____
L. Snyder: [Signature]

CITY OF NEW HAVEN

New Haven, Connecticut 06510

City Forms Signature Page**(State Prevailing Wage) Over \$150,000**

Bid/Contract Title:	MARTINEZ POOL DEHUMIDIFICATION
Bid/Contract Number:	21822
Contractor Name:	PRO-MECH INC
Contact Person Signing Below:	PAUL FRIGON
Contractor Signatory Email:	PROMECHINC@COMCAST.NET
This is the person that signs the contract	

Attached please find the following City of New Haven forms which are required for this solicitation. Below please Initial to the left of each form and sign in the space below acknowledging that you have read, understood, and comply with these documents. This City Forms Signature Page must be notarized below.

Failure to complete & Submit this form with your bid/proposal will cause rejection of your submission.

Initial	City Form
<i>PF</i>	Ban the Box Agreement
<i>PF</i>	Certificate of Non-Arrearage
<i>PF</i>	Equal Employment Opportunity Agreement
<i>PF</i>	MBE Subcontractor Utilization Agreement
<i>PF</i>	Non-Collusion Affidavit
<i>PF</i>	Wage Rate Form - State

Signature & Title of person completing this form:	Signature:	<i>[Signature]</i>		
	Title:	PRESIDENT		
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)		
Signature of Notary:		<i>John P. Dickey Jr</i>		
Subscribed and sworn to, before me on this:		2	Day of	DECEMBER 20 22
My Commission Expires:		9/30/23		

CITY OF NEW HAVEN

New Haven, Connecticut 06510

**DISCLOSURE &
CERTIFICATION
AFFIDAVIT**

1.

EVERY SECTION MUST BE COMPLETED

Contractor/Vendor Name:

PRO-MECH INC

DBA (if applicable)

If you are a DBA, please be advised you must file a Trade Name Certificate with the CONH City/Town Clerk

Physical principal
place of business:**102-D FILLEY ST****BLOOMFIELD****CT****06602**

Address

City

State

Zip

Mailing Address:
(complete only if different from
principal place of business):

Address

City

State

Zip

Telephone #:

860-243-3952

Email Address:

PROMECHINC@COMCAST.NET

Contact Person:

PAUL FRIGON**For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:**

- (a) "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures.
- (b) "Contract" means any agreement, purchase order, Memorandum of Understanding, or other formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.
- (c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven "CONH"
- (d) "Affiliate Entity" means any entity listed in sections 5 or 6 below or any entity under common management with the Contractor.
- (e) "DOB" means Date of Birth for individuals

State of

CONN

County of

HARTFORD

I,

PAUL FRIGON

Type your name above

being first duly sworn, hereby deposes and says that:

2. I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein. (click 2a or 2b)

2a.

I am the corporate secretary or majority owner
(including sole proprietorship) of:**PRO-MECH INC**

Type company name above

2b.

Or I am an individual and my name is:

PAUL FRIGON

Type individual name above

3. Please click the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit

3a.

As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory, or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current.

3b.

☒ The Contractor (including any owner, partner, officer, or authorized signatory thereof) is not required to file a list of taxable personal property with the CONH for the most recent grand list and does not owe any back taxes to the CONH, either directly or through a lease or other agreement.

3c.

The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the CONH to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.

3d.

☒ Other than as may be described in section 3a-c above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven.

4.	Please click the applicable representation about the Contractor's business registration: 4a-c or 4d if a-c does not apply	
4a.	<input checked="" type="checkbox"/> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship.	6106670
		Type State registration # above
4b.	<input type="checkbox"/> Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut.	
		Type State registration # above
4c.	<input type="checkbox"/> Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of:	
		Type State name above
4d.	<input type="checkbox"/> Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Contract do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise affirm they have and will maintain the following State of Connecticut registrations, certificates, or approvals relevant to the Agreement (attach if Applicable)	

5. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	City Affiliation Role & Time Frame	Contractor Affiliation Role & Time Frame	DOB
5a.	NONE	N/A		
5b.	NONE			

6. Contractor must disclose all existing and recent contracts with the City. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name of Contractor or Affiliate	Affiliation (if applicable)	Contract Number
6a.	NONE	N/A	
6b.			
6c.			
6d.			

7. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Organization Name	Address	Type of Ownership
7a.			
7b.	NONE		


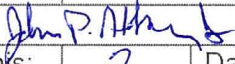
8. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Name	Title	% of Ownership	DOB
8a.	NONE			
8b.				

9. If the Contractor conducts business under a trade name, the following additional information is required: the place where such entity is incorporated or is registered to conduct such business; and the address of its principal place of business, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

	Trade Name	Place of Incorporation/Registry	Principal Place of Business
9a.	NONE		
9b.			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement (if required) with the City on behalf of the Contractor will be duly authorized to execute the same. I hereby further certify that the statements set forth above are true and complete on the date hereof and that I, or another authorized individual of the Contractor, will promptly inform the City, in writing, if any of the information provided herein changes or is otherwise no longer accurate at any point during the execution of the referenced Agreement. I understand that any incorrect information, omission of information or failure of the Contractor to update this information, as described in the foregoing sentence, may result in the immediate termination of all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature of person completing this form:			
Title of person completing this form:	PRESIDENT		
Contractor/Vendor Name:	PRO-MECH INC PAUL FRIGON		
Date:	12/2/22		
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:	2	Day of	December 2022
My Commission Expires:	9/30/23		



Statement of Qualifications for City

Statement of Qualifications:

Each solicitation response shall include a Statement of Qualifications in the format provided in this Solicitation upon stationary of the responding entity.

All questions must be answered, and the data given must be clear and comprehensive. The respondent may submit any additional information he/she desires.

1. Name of Vendor/Contractor/Respondent (requires a real person's name)

PRO-MECH INC PAUL FRIGON

2. Permanent main office address

102-D FILLEY ST. BLOOMFIELD CT. 06002

3. Contact Information: Phone, Fax, E-mail,

860-243-3952
 PROMECHINC@COMCAST.NET

4. When organized

1980

5. Legal form of ownership. If a corporation, where incorporated.

CORPORATION IN CONN.

6. How many years have you been engaged in services, under your present name?

42 YEARS

7. Experience in work similar in scope of services and in importance to this solicitation opportunity. Provide three references.

1

- Proposals are currently or previously been provided, include for each client:

- BRISTOL MEMORIAL MAGNET SCHOOL

- Name of Organization

- DOWNES CONSTRUCTION COMPANY

- Gross cost of agreement

- 5,400,000.-

- Date services started

- 2-1-21 THRU 9-1-22

- Services being provided

- NEW HVAC SYSTEM'S FOR TOTALLY RENOVATED SCHOOL
 TO INCLUDE, BOILER ROOM, RTU'S, ERU'S, VRF SYSTEMS

-
-
-
- Responsible official, address, and telephone number of person available as a reference.
 - FRANK TOMCAK PROJECT EXECUTIVE
 - 200 STANLEY ST. NEW BRITAIN CT.
 - 860-681-9413 FTOMCAK@DOWNESCO.COM

2

- Proposals are currently or previously been provided, include for each client:
 - WHEELER ELEMENTARY SCHOOL
- Name of Organization
 - O & G INDUSTRIAL
- Gross cost of agreement
 - 3,300,000.-
- Date services started
 - 2-1-18 THRU 1-15-20
- Services being provided
 - ALL NEW HVAC SYSTEMS FOR ENTIRE SCHOOL
 - NEW BOILER ROOM, NEW RTU'S, NEW VRF SYSTEM
 - NEW ERU'S, NEW EXH FANS
 -
 -
- Responsible official, address, and telephone number of person available as a reference.
 - MARK SEDENSKY O & G INDUSTRIES
 - 112 WALL ST. TORRINGTON CT. 06709
 - 203-650-7488 MARKSEDENSKY@OGIND.COM

3

- Proposals are currently or previously been provided, include for each client:
 - HOSPITAL FOR SPECIAL CARE AUTISM INPATIENT UNIT
- Name of Organization
 - DOWNES CONSTRUCTION COMPANY
- Gross cost of agreement
 - 1,500,000.-
- Date services started
 - 1-15-20 THRU 10-14-20
- Services being provided
 - NEW AUTISM INPATIENT HOSPITAL NEW BOILER
 - ROOM, NEW ROOF TOP UNITS, NEW VAVS
 - RADIANT PANELS, NEW EXHAUST FAN'S
 - TIE INTO EXISTING HOSPITAL HP STEAM
 -
- Responsible official, address, and telephone number of person available as a reference.
 - BRAD ANDERSON
 - 200 STANLEY ST. NEW BRITAIN CT.
 - 860-209-1805 BANDERSON@DOWNESCO.COM

8. Have you ever failed to complete any work awarded to you? If so, where and why?

NO

9. Have you ever defaulted on a contract? If so, where, and why?

NO

10. Describe any pending litigation or other factors, which could affect your organization's ability to perform this agreement

NO

11. Names, titles, reporting relationships, and background and experience of the principal members of your organization, including the officers. Indicate which individuals are authorized to bind the organization in negotiations with the City of New Haven

SEE ATTACHED RESUMES OF PAUL FRIGON, GERARD FRIGON AND
John Hickey
• PAUL FRIGON PRESIDENT IS AUTHORIZED TO BIND ORGANIZATION

12. Name, title, address, and telephone number of the individual to whom all inquiries about this Proposal should be addressed.

PAUL FRIGON PRESIDENT
102-D FILLEY ST. BLOOMFIELD CT. 06002
PROMECHINC@COMCAST.NET

13. Will you, upon request, fill out a detailed financial statement and furnish any other information or sign a release that may be required by the City of New Haven?

yes

14. Tax Identification number(s)

FED 06-1030016	STATE 2861284000
----------------	------------------

15. Federal Funded Project Requires your Cage and SAM number (Unique Entity ID)

Cage 5UXT0	SAM QP5HRUGUJRM9
------------	------------------

16. Are you able to receive Credit Card Payments for your services rendered?

NO

17. **Addendums** - notices are sent electronically and are posted to portal. You are responsible for the addendum content whether viewed or not. (See section **Interpretation of Addenda for details**)

Department of ADMINISTRATIVE SERVICES Contractor Prequalification Application

Current User: ProMechInc@comcast.net

Contact Us

Prequalification Home

Biznet Menu

Log Out

ClassificationsAndProjects.aspx

Classifications And Projects

Select classification(s) your company would like to be prequalified. Enter Projects to support those classifications. Single projects may be associated with multiple classifications.

Pro-Mech Inc.

RENEWAL APPLICATION
 Application Period: 11/5/2021 - 11/4/2022
 Application Status: Approved

The record has been updated successfully.

017-0084 RNV BRISTOL MEMORIAL BOULEVARD INTRADISTRICT ARTS MAGNET SCHOOL PHASE 2

Bonded projects (both public and private) which were awarded and 100% completed since the date of your initial Prequalification or your last renewal

Project Title	Owner	Project Value	Completion Date		
Bloomfield Early Childhood Magnet	Town of Bloomfield	\$2,570,000.00	8/30/2009	Edit	Remove
Rockville High School	Town of Rockville	\$2,175,000.00	9/30/2009	Edit	Remove
Amity Senior High School	Town of Woodbridge	\$5,948,868.00	5/29/2009	Edit	Remove
Killingly Library	Town of Killingly	\$67,200.00	2/28/2010	Edit	Remove
Terryville High School	Town of Plymouth	\$2,200,000.00	9/30/2009	Edit	Remove
Chiller replacement department of corrections	department of corrections	\$94,000.00	4/15/2010	Edit	Remove
Veterians home bldings 3&4 hvac up grades	department of public works	\$2,051,223.00	4/16/2011	Edit	Remove
Bathrooms & ramps Veterians Affairs campus buildings 2,3& 4 rocky hill	Department of public woorks	\$1,977,000.00	4/16/2011	Edit	Remove
Elisha Brook	Access Senior Housing of Franklin Connecticut	\$537,000.00	4/1/2012	Edit	Remove
Hartford Armory IAQ Improvements	Department of Construction Services	\$497,886.00	4/10/2012	Edit	Remove
Quinebaug Valley Middle College High School	CT DCS	\$2,140,000.00	4/20/2014	Edit	Remove
CREC International Magnet School	Capital Region Education Council	\$2,117,800.00	8/20/2012	Edit	Remove
Renovation of Union Station Transit Center	GHTD / Cutter Enterprises, LLC	\$296,000.00	6/7/2012	Edit	Remove
St Joseph CARE Building	University of St Joseph	\$990,340.00	6/20/2010	Edit	Remove
CREC Discovery Academy	Capital Region Education Council	\$4,523,400.00	11/15/2014	Edit	Remove
Orchard Hill Elementary School	Town of South Windsor	\$3,100,000.00	5/1/2017	Edit	Remove
Construct Small Air Terminal Bradley Air National Guard Base, CT.	Dept. of the Army and the Air Force - National Guard Bureau	\$615,600.00	1/10/2019	Edit	Remove
Simsbury High School Gymnasium Air Conditioning	The Town of Simsbury	\$258,500.00	6/1/2018	Edit	Remove
Community Mental Health Affiliates	Community Mental Health Affiliates	\$424,800.00	5/1/2019	Edit	Remove
Hospital for Special Care -Autism In patient Unit	Hospital For Special Care New Britain	\$1,423,800.00	10/14/2020	Edit	Remove
Wheeler Elementary School	The Town of Plainville	\$3,386,800.00	7/1/2020	Edit	Remove
SUFFIELD TOWN HALL RENOVATIONS	TOWN OF SUFFIELD	\$642,820.00	2/5/2021	Edit	Remove

Bonded projects (both public and private) currently under contract

Project Title	Owner	Project Value	Percent Complete		
Bristol memorial Boulevard Magnet School	The Town of Bristol	\$5,292,000.00	95%	Edit	Remove

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- [Address](#)
- [Contacts](#)
- [Company History](#)
- [Affiliates](#)
- [Workers Compensation / OSHA](#)
- [Bonding Information](#)
- [Personnel](#)
- [Personnel Integrity](#)
- [Classifications & Projects](#)
- [Project Evaluations](#)
- [Licenses](#)
- [Company Integrity](#)
- [Safety Meetings](#)
- [Safety Inspections](#)
- [SEEC II](#)
- [Signature Sheet](#)
- [Upload Documents](#)
- [Submit](#)
- [Make Payment](#)
- [Company Accounts](#)
- [Contact Us](#)
- [FAQs](#)
- [Update Statements](#)

State of Connecticut

Department of Administrative Services
Construction Contractor Prequalification Program

This certifies

Pro-Mech Inc.

102-D Filley Street, Bloomfield, CT 06002

As a

Prequalification Construction Contractor

November 5, 2021 through November 4, 2022

CONTACT INFORMATION

Name: Paul G. Frigon
Phone: 860-243-3952
Fax: 860-242-1698
Email: promechinc@comcast.net

Effective Date
11/5/2021

Aggregate Work Capacity (AWC)
\$20,000,000.00

Single Limit (SL)
\$20,000,000.00

Classifications
GENERAL BUILDING
CONSTRUCTION (GROUP B), HVAC,
MECHANICAL INSULATION, SHEET
METAL WORK

This certificate prequalifies the named company to bid. It is not a statement of the Contractor's capacity to perform a specific project. That responsibility lies with the awarding authority.

Company Licenses/Registrations: It is the Contractor's responsibility to update their license information by editing their electronic application. Licenses are confirmed by the Department of Administrative Services (DAS) at the time of initial application and at each renewal.

For information regarding the DAS Contractor Prequalification Program visit <http://portal.ct.gov/dasprequal> or call (860) 713-5280.

State of Connecticut

Department of Administrative Services

Supplier Diversity Program

This Certifies

Pro-Mech Inc.

102-D Filley Street Bloomfield CT 06002

As a

Small Business Enterprise

January 04,2022 through January 04,2024

Owner(s): Gerard T. Frigon, Jr.; Paul G. Frigon

Contact: Paul G. Frigon

Telephone: 860-243-3952 Ext:

FAX: 860-242-1698

E-Mail: promechinc@comcast.net

Web Address:

****Affiliate Companies:**



Supplier Diversity Director



Supplier Diversity Specialist

** A contractor awarded a contract or a portion of a contract under the set-aside program shall not subcontract with any person(s) with whom the contractor is affiliated.

City of New Haven
New Haven, Connecticut 06510
Current Workforce Disclosure
page 1 of 2

City of New Haven
New Haven, Connecticut 06510
Current Workforce Disclosure
page 2 of 2

Job Categories	Male								Racial Demographics								Nonbinary								TOTAL
	B	L	A	I	ME	MR	W	O	B	L	A	I	ME	MR	W	O	B	L	A	I	ME	MR	W	O	
Officials & Managers							3																		13
Professionals																									0
Technicians							3																		13
Sales Force							1																		11
Office & Clerical															1										11
Craftsfolk (skilled)																									0
Craftsfolk (semi-skilled)																									0
Laborers (unskilled)							1																		11
Service Workers																									0
Total	0	0	0	0	0	0	8	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0
Are you a Disadvantaged Business Enterprise (DBE)	YES								NO								NO								NO
Are you a Women's Business Enterprise (WBE)	YES								NO								NO								NO
Does your company have an Affirmative action Plan	YES								NO								YES								YES
Does your company have a LGBTQ+ inclusive anti-discrimination policy	YES								NO								YES								YES

Racial Demographics Key
B - Black
L - Latino/a/x or Hispanic
A - Asian or Pacific Islander
I - Indigenous or Native American
ME - Middle Eastern or North African
MR - Mixed Race
W - White
O - Other

Priority Payment Program Enrollment Agreement City of New Haven

The City of New Haven is offering all bidders and active vendors the opportunity to enroll in their Priority Payment Program (PPP). Benefits include:

- Vendors decide what discount percentage they wish to offer off their goods/services in exchange for rapid payment processing
- Priority vendor status and enhanced customer service with The City of New Haven
- Electronic invoicing sent to one email address for quicker processing
- Invoices are typically processed and payment is initiated within 10 business days* via direct deposit to your bank account rather than waiting 30+ days for a check in the mail
- Email notifications will be sent for any invoices that are rejected, along with instructions on how to revise & resubmit for payment
- Remittance statements delivered via email to help simplify the A/R reconciliation process

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR SOLICITATION RESPONSE

Company: <u>PRO-MACHINE</u>	Tax ID/EIN: <u>2861284000 06-1030016</u>
Contact Name: <u>PAUL FRIGON</u>	Title: <u>PRESIDENT</u>
Address: <u>102-D FILLEY ST BLOOMFIELD CT 06002</u>	
Email: <u>PROMACHINE@COMCAST.NET</u>	Phone: <u>860-243-3952</u>
Billing Contact Name: <u>PAUL FRIGON</u>	Title: <u>PRESIDENT</u>
Address: <u>SAME</u>	
Email: <u>SAME</u>	Phone: <u>860-243-3952</u>

PLEASE NOTE: While enrolled in the Priority Payment Program, the rebate terms you choose will apply to all invoices submitted after the date this agreement is signed for all active and future contracts with The City of New Haven. Vendors can opt out of the program at any time by contacting Oxygen Finance via phone or email, but must wait a period of 12 months before enrollment eligibility is reinstated.

Please select only one option below:

- ☐ Yes, I would like to enroll in the PPP with the following terms for all future invoices: _____ % / 10 Days / Net 30 **
- I confirm that I am an authorized representative of this company and that if The City of New Haven pays any Invoiced Debt owed to the aforementioned company under or in connection with any Contract prior to the date by which such payment would otherwise be required to be made under the terms of that Contract, The City of New Haven shall be entitled to deduct and retain from that Invoiced Debt, for its own benefit, an Priority Payment Discount which it will deduct and retain from that Invoiced Debt. These terms will apply to all invoices unpaid as of the date of signature as printed on this form. The discounts are dynamically calculated, with a target payment date of 10 days from the date of invoice acceptance. The final discount taken is proportionate to the number of days the payment is accelerated. A discount is taken ONLY if payment is made before 30 days from the date of invoice acceptance.
 - I understand and agree that once enrolled in New Haven's Priority Payment Program, payments will no longer be sent in the form of a paper check and mailed via the United States Postal Service, but rather will be paid electronically via direct deposit to our company's bank account.
 - I confirm that I am an authorized representative of this company and agree to these payment terms
- ☐ I'm interested in the PPP, but have questions and would like someone to call me at this number _____
- ☐ I'm already enrolled in the PPP
- ☒ No, I'm not interested in participating at this time

PAUL FRIGON
Printed Name

[Signature]
Signature

12/2/22
Date

* Please note: Payments made via direct deposit typically take 1-3 business days until funds are posted and available in your bank account

** The City of New Haven reserves the right to approve or reject any proposed PPP percentage rates
Questions? Email us at onboarding@oxygen-finance.com or call us (866) 515-3860

March 2019

The City of New Haven's Priority Payment Program

THIS FORM MUST BE COMPLETED & RETURNED WITH YOUR SOLICITATION RESPONSE

The City of New Haven has launched a new initiative called the Priority Payment Program (PPP). The PPP provides its vendors the option to submit invoices electronically and quickly receive payments via direct deposit...in as little as 10-15 days.

Vendors who enroll in the PPP will receive prompt payment of their invoices in exchange for a small discount offered on the goods and/or services they provide to The City of New Haven. Enrolled vendors are given the flexibility of setting the percentage rate they wish to offer The City, based around initiating the payment 10 days after a valid invoice has been submitted.

If payment is released before or after the 10th day of submission, the PPP then utilizes dynamic discounting to determine the appropriate discount. Dynamic discounting is a rebate calculation method that's based on the number of days it takes for an invoice to get paid. This period begins on the date a valid invoice is submitted to The City and ends on the date payment is initiated by the Controller. The quicker The City of New Haven pays an invoice - the higher the discount paid by the vendor. The longer it takes to pay - the lower the discount.

For example, a vendor offering payment terms of 2% / 10 / Net 30 stipulates that if payment of the invoice is initiated on the 10th day after it was received, The City deducts 2% from the total amount of the invoice in exchange for prompt payment. If payment is initiated before day 10, the discount taken will be slightly higher than 2%. If payment is released after the 10th day, the discount amount will be less than 2% and incrementally decrease as each day passes. If The City pays the invoice 30 days after it was received, no discount is taken and the full amount is paid to the vendor.

This table illustrates how dynamic discounts vary based on the time taken before payment is initiated by the City Controller.

Invoice Amount	Net Terms	Targeted Pay Date	Chosen Rate
\$5,000.00	30	10	2.00%

Date Invoice Received	Paid on Day	Discount Calculation	Discount Amount	Net Payment to Vendor
If Paid on: 05/02/18	1	2.90% paid 29 days early	\$145.00	\$4,855.00
If Paid on: 05/03/18	2	2.80% paid 28 days early	\$140.00	\$4,860.00
If Paid on: 05/04/18	3	2.70% paid 27 days early	\$135.00	\$4,865.00
If Paid on: 05/05/18	4	2.60% paid 26 days early	\$130.00	\$4,870.00
If Paid on: 05/06/18	5	2.50% paid 25 days early	\$125.00	\$4,875.00
If Paid on: 05/07/18	6	2.40% paid 24 days early	\$120.00	\$4,880.00
If Paid on: 05/08/18	7	2.30% paid 23 days early	\$115.00	\$4,885.00
If Paid on: 05/09/18	8	2.20% paid 22 days early	\$110.00	\$4,890.00
If Paid on: 05/10/18	9	2.10% paid 21 days early	\$105.00	\$4,895.00
If Paid on: 05/11/18	10	2.00% paid 20 days early	\$100.00	\$4,900.00
If Paid on: 05/12/18	11	1.90% paid 19 days early	\$95.00	\$4,905.00
If Paid on: 05/13/18	12	1.80% paid 18 days early	\$90.00	\$4,910.00
If Paid on: 05/14/18	13	1.70% paid 17 days early	\$85.00	\$4,915.00
If Paid on: 05/15/18	14	1.60% paid 16 days early	\$80.00	\$4,920.00
If Paid on: 05/16/18	15	1.50% paid 15 days early	\$75.00	\$4,925.00
If Paid on: 05/17/18	16	1.40% paid 14 days early	\$70.00	\$4,930.00
If Paid on: 05/18/18	17	1.30% paid 13 days early	\$65.00	\$4,935.00
If Paid on: 05/19/18	18	1.20% paid 12 days early	\$60.00	\$4,940.00
If Paid on: 05/20/18	19	1.10% paid 11 days early	\$55.00	\$4,945.00
If Paid on: 05/21/18	20	1.00% paid 10 days early	\$50.00	\$4,950.00
If Paid on: 05/22/18	21	0.90% paid 9 days early	\$45.00	\$4,955.00
If Paid on: 05/23/18	22	0.80% paid 8 days early	\$40.00	\$4,960.00
If Paid on: 05/24/18	23	0.70% paid 7 days early	\$35.00	\$4,965.00
If Paid on: 05/25/18	24	0.60% paid 6 days early	\$30.00	\$4,970.00
If Paid on: 05/26/18	25	0.50% paid 5 days early	\$25.00	\$4,975.00
If Paid on: 05/27/18	26	0.40% paid 4 days early	\$20.00	\$4,980.00
If Paid on: 05/28/18	27	0.30% paid 3 days early	\$15.00	\$4,985.00
If Paid on: 05/29/18	28	0.20% paid 2 days early	\$10.00	\$4,990.00
If Paid on: 05/30/18	29	0.10% paid 1 days early	\$5.00	\$4,995.00
If Paid on: 06/01/18	30	0.00% paid 0 days early	\$0.00	\$5,000.00

Visit <https://www.newhavenct.gov/gov/depts/finance/default.htm> and click on "Priority Payment Program" to read our FAQs and get more details
Questions? Email onboarding@oxygen-finance.com or call us (866) 515-3860

March 2019

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, PAUL FRIGON of PRO-MECH INC
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the PRO-MECH INC
Company Name
102-D FILLEY ST.
Street
BLOOMFIELD CT. 06002
City

and all of its subcontractors will pay all workers on the

MARTINEZ POOL DEHUMIDIFICATION PROJECT
Project Name and Number
100 JAMES ST. NEW HAVEN CT.
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

[Signature]
Signed

Subscribed and sworn to before me this 22 day of MARCH, 2023.

[Signature]
Notary Public EXP. 9/30/23

Return to:

Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____

110	City of New Haven Risk Template (rev. 04/2022)
Construction / Service / Repair & On Calls Basic	
Standard Construction Service On Call work, no Professional or Pollution	
<p>Contractor/Vendor shall agree to maintain in force at all times during the contract the following minimum coverage and shall name the City of New Haven as an Additional Insured (1) on a primary and non-contributory basis to all policies except Workers Compensation and Professional Liability. All policies, except Professional Liability, should also include a Waiver of Subrogation. (1). Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's rating of "A-VIII.</p>	

		Minimum Limits (dollar amount indicates required minimum)	Additional Insured (Y indicates required)	Waiver of Subrogation (Y indicates required)
General Liability				
	Each Occurrence	\$1,000,000	Y	Y
	Combined Aggregate	\$2,000,000	Y	Y
	Products/Completed Operations Aggregate	\$2,000,000	Y	Y
	Abuse & Molestation	---	---	---
Auto Liability (includes all owned, hired & non-owned autos)	Combined Single Limit Each accident including endorsements	\$1,000,000	Y	Y
Excess/Umbrella Liability				
	Each Occurrence	---	---	---
	Combined Aggregate	---	---	---
Workers' Compensation & Employers' Liability (EL)	Statutory Limits			
	EL EACH	\$500,000	---	Y
	EL DISEASE	\$500,000	---	Y
	EL POLICY	\$500,000	---	Y
Professional Liability		---	---	---
Pollution Liability		---	---	---
Cyber Liability		---	---	---
Medical Malpractice		---	---	---
Garage Keepers Liability		---	---	---
Drone Liability		---	---	---

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two) years from the completion date.

Original, completed Certificates of Insurance must be presented to the City of New Haven via CTRAXX prior to contract issuance. Contractor/Vendor agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the policies be cancelled, limits reduced, or coverage altered, 30 days written notice must be given to the City.

Notes

- (1) Additional Insured & Waiver of Subrogation boxes must be checked off on the COI.
- (2) If contractor/vendor will be working with children or serving youth under the age of 21, Abuse and Molestation coverage must be included.
- (3) City of New Haven is the Certificate holder and the additional insured.

City of New Haven
200 Orange Street Rm 301
New Haven, CT 06510

Minimum Rates and Classifications for Building Construction

ID#: 22-41513

Connecticut Department of Labor Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: New Haven

State#:

FAP#:

Project: Installation of Martinez Pool Dehumidification System

CLASSIFICATION	Hourly Rate	Benefits
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	44.57	31.79
2) Boilermaker	44.46	28.51
3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	37.75	34.62 + a
3b) Tile Setter	37.1	30.52
3c) Tile and Stone Finishers	30.0	25.30
3d) Marble & Terrazzo Finishers	31.07	24.23
3e) Plasterer	41.9	28.75

-----LABORERS-----

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4) Group 1: Laborers (common or general), acetylene burners, concrete specialists, wrecking laborers, fire watchers.	32.0	24.40
4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	32.25	24.40
4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	32.5	24.40
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	33.0	24.40
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	32.75	24.40
4e) Group 6: Blasters, nuclear and toxic waste removal.	35.0	24.40
4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped).	33.0	24.40
4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew.	30.28	24.40
4h) Group 9: Top men on open air caisson, cylindrical work and boring crew.	29.74	24.40
4i) Group 10: Traffic Control Signalman	18.0	24.40
5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers.	36.07	26.15

5a) Millwrights	36.32	26.81
6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	40.6	32.21+3% of gross wage
7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	58.9	36.885+a+b
-----LINE CONSTRUCTION-----		
Groundman	26.5	6.5% + 9.00
Linemen/Cable Splicer	48.19	6.5% + 22.00
8) Glazier (Trade License required: FG-1,2)	40.78	23.40 + a
9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	39.7	38.77 + a
-----OPERATORS-----		
Group 1: Crane Handling or Erecting Structural Steel or Stone; Hoisting Engineer (2 drums or over). (Trade License Required)	50.27	26.80 + a
Group 1a: Front End Loader (7 cubic yards or over); Work Boat 26 ft. and Over	46.07	26.80 + a
Group 2: Cranes (100 ton rate capacity and over); Bauer Drill/Caisson. (Trade License Required)	49.91	26.80 + a
Group 2a: Cranes (under 100 ton rated capacity).	49.06	26.80 + a
Group 2b: Excavator over 2 cubic yards; Pile Driver (\$3.00 premium when operator controls hammer)	45.71	26.80 + a

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Group 3: Excavator; Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Finegrade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	44.86	26.80 + a
Group 4: Trenching Machines; Lighter Derrick; CMI Machine or Similar; Koehring Loader (Skooper); Goldhofer.	44.42	26.80 + a
Group 5: Specialty Railroad Equipment; Asphalt Spreader, Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24 mandrel).	43.73	26.80 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	43.73	26.80 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	43.38	26.80 + a
Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under mandrel).	42.99	26.80 + a
Group 8: Mechanic; Grease Truck Operator; Hydroblaster; Barrier Mover; Power Stone Spreader; Welding; Work Boat Under 26 ft.; Transfer Machine; Rigger Foreman.	42.54	26.80 + a
Group 9: Front End Loader (under 3 cubic yards); Skid Steer Loader regardless of attachments; (Bobcat or Similar); Forklift, Power Chipper; Landscape Equipment (including Hydroseeder); Vacuum Excavation Truck and Hydrovac Excavation Truck (27 HG pressure or greater).	42.04	26.80 + a
Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	39.7	26.80 + a
Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	39.7	26.80 + a

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Group 12: Wellpoint Operator.	39.63	26.80 + a
Group 13: Compressor Battery Operator.	38.97	26.80 + a
Group 14: Elevator Operator; Tow Motor Operator (solid tire no rough terrain).	37.66	26.80 + a
Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	37.2	26.80 + a
Group 16: Maintenance Engineer.	36.46	26.80 + a
Group 17: Portable Asphalt Plant Operator; Portable Crusher Plant Operator; Portable Concrete Plant Operator; Portable Grout Plant Operator; Portable Water Filtration Plant Operator.	41.39	26.80 + a
Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (Minimum for any job requiring a CDL license); Rigger; Signalman.	38.61	26.80 + a
-----PAINTERS (Including Drywall Finishing)-----		
10a) Brush and Roller	37.22	23.40
10b) Taping Only/Drywall Finishing	37.97	23.40
10c) Paperhanger and Red Label	37.72	23.40
10e) Blast and Spray	40.22	23.40
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	47.03	34.05
12) Well Digger, Pile Testing Machine	37.26	24.05 + a

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Roofer: Cole Tar Pitch	43.0	21.80 + a
Roofer: Slate, Tile, Composition, Shingles, Singly Ply and Damp/Waterproofing	41.5	21.80 + a
15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	40.89	41.72
16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	47.03	34.05
-----TRUCK DRIVERS-----		
17a) 2 Axle, Helpers	31.16	28.78 + a
17b) 3 Axle, 2 Axle Ready Mix	31.27	28.78 + a
17c) 3 Axle Ready Mix	31.33	28.78 + a
17d) 4 Axle	31.39	28.78 + a
17e) 4 Axle Ready Mix	31.44	28.78 + a
17f) Heavy Duty Trailer (40 Tons and Over)	33.66	28.78 + a
17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	31.44	28.78 + a
17h) Heavy Duty Trailer up to 40 tons	32.39	28.78 + a

17i) Snorkle Truck	31.54	28.78 + a
18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	47.55	28.96 + a
19) Theatrical Stage Journeyman	25.76	7.34

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

Crane with 150 ft. boom (including jib) - \$1.50 extra

Crane with 200 ft. boom (including jib) - \$2.50 extra

Crane with 250 ft. boom (including jib) - \$5.00 extra

Crane with 300 ft. boom (including jib) - \$7.00 extra

Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

--Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: November 9, 2022

As of: November 9, 2022