

**AGENDA**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**REGULAR MEETING NOTICE AND AGENDA**

**Meeting Date and Time:** Tuesday, May 17, 2022 10:00 AM –12:00 PM

**Meeting Location:** This will be a virtual meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-in Instructions:** Telephone 1 860-840-2075  
Meeting ID: 170 543 054

**Agenda**

- I. Call to Order & Opening Remarks by Secretary Jeff Beckham and Treasurer Shawn Wooden
  
- II. Public Comment Period – *The Public Comment portion of the agenda will be announced by the Chair. Members of the public attending the telephonic meeting will be provided an opportunity to speak. Before making their comments, members of the public wishing to speak must be recognized by the Chair. Speakers may be asked to limit their comments due to time constraints of this meeting.*
  
- III. Approval of Minutes:
  - a. April 14, 2022 Regular Meeting
  - b. April 14, 2022 Special Meeting
  
- IV. Town of Sprague
  - a. Subcommittee update
  - b. Review, Discussion and Possible Action: FY 2023 Budget
  - c. Review, Discussion and Possible Action: Updated 5-Year Plan FY 2023-2027
  - d. Review and discussion: Monthly Financial Report: March 2022
  
- V. City of Hartford
  - a. Subcommittee Update
  - b. Review, Discussion and Possible Action: Labor Contracts:
    - i. Hartford Federation of Paraeducators
    - ii. Local 1716, Council 4, AFSCME AFL-CIO
  - c. Review, Discussion and Possible Action: FY 2023 Budget

- d. Review, Discussion and Possible Action: Updated 5-Year Plan FY 2023-2027
- e. Review and discussion: Monthly Financial Report: February 2022
- f. Review and discussion: Non-labor contracts:
  - i. BOE School Safety Radios
  - ii. Compass Youth Collaborative Peacebuilders

VI. City of West Haven

- a. Subcommittee Update
- b. Review, Discussion and Possible Action: Labor Contracts:
  - i. West Haven Police Local #895
- c. Review, Discussion and Possible Action: FY 2023 Budget
- d. Update: 5-Year Plan
- e. Update: Tier IV Designation
  - i. Review, Discussion and Possible Action: Municipal Restructuring Fund Agreement
  - ii. Review, Discussion and Possible Action: Plan for Use of Restructuring Funds
  - iii. Review, Discussion and Possible Action: Draft Statement of Work for Assessment of City Financial Operations
  - iv. Review and Discussion: Draft MARB Policies and Procedures
- f. Review and Discussion: Monthly Financial Report: March 2022
- g. Review and Discussion: Non-Labor Contracts:
  - i. Bailey Middle School Cafeteria (ESSER funded)
  - ii. Catch Basins Replacement
  - iii. Independent Audit Firm
  - iv. Playscapes Construction
  - v. Fuel Storage Equipment

VII. Other Business

VIII. Adjourn

**DRAFT**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**REGULAR MEETING MINUTES**

**Meeting Date and Time:** Thursday, April 14, 2022 10:00 AM –11:00 AM

**Meeting Location:** This was a virtual meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-in Instructions:** Telephone 1 860-840-2075  
Meeting ID: 748 153 77

**Members in Attendance:** Secretary Beckham, Christine Shaw (State Treasurer designee), David Biller, Matthew Brokman, Patrick Egan, Stephen Falcigno, Thomas Hamilton, Sal Luciano, Mark Waxenberg, Robert White

**Municipal Officials in Attendance:** First Selectman Cheryl Blanchard, William Hull, Jennifer Hockenhull, Phillip Penn, Mayor Rossi, Scott Jackson, Thomas McCarthy, Lee Tiernan

**OPM Staff in Attendance:** Kimberly Kennison, Michael Milone (OPM Liaison), Julian Freund

I. Call to Order & Opening Remarks

The meeting was called to order at 10:03 AM.

II. Public Comment Period:

Howard Horvath of West Haven thanked the State and the MARB for the support provided to the City for the last several years. He expressed that some of the problems the City has encountered could have been prevented had the City filled key positions and fully utilized its financial system.

III. Approval of Minutes:

- a. March 10, 2022 Regular Meeting
- b. March 29, 2022 Special Meeting
- c. April 1, 2022 Special Meeting
- d. April 5, 2022 Special Meeting

Mr. Luciano made a motion, with a second by Mr. Egan, to approve the minutes. The motion was approved unanimously.

IV. Town of Sprague

a. Subcommittee update

A written Subcommittee update was provided in the meeting materials.

b. Review and discussion: Monthly Financial Report: February 2022

First Selectman Cheryl Blanchard provided an update on the Town's budget status. There have been no material changes since the previous month's report. Mr. Luciano noted that he believes the Town is moving in the right direction. Ms. Blanchard reported that the audit is expected to be completed soon. Mr. Waxenberg asked about unspent funds in a Social Worker account. Superintendent Hull explained the position is currently being funded through a grant rather than the operating budget. He is projecting an overall end of year balance of about \$100,000.

V. City of Hartford

a. Subcommittee Update

A written Subcommittee update was provided in the meeting materials.

b. Review and discussion: Monthly Financial Report: February 2022

Ms. Hockenull provided an update on the City's budget status. She reported that the City is currently projecting a surplus of about \$4.1 million. Ms. Shaw asked about projected pension expenses. Ms. Hockenull explained that the CMERS contribution changed during the year, resulting in an increased contribution percentage. She also noted higher than anticipated defined contribution payments.

c. Review and discussion: Non-labor contracts:

i. Murphy Road Recycling, Inc.

This contract provides disposal services for the City's waste collection program and is the result of an RFP issued by the City. It is a 3-year contract with options for two one-year extensions. Tip fees begin at \$103/ton in year 1, increasing to \$122.72/ton in year five.

d. Review, discussion and possible action: Agreement for Health Insurance Consulting Services

Based on Hartford Subcommittee discussions, the proposal is to engage a health insurance consultant to analyze the cost of Board of Education employee health insurance benefits under different plans. The scope of work was developed at the Subcommittee level.

Mr. Luciano made a motion, with a second by Mr. Brokman, to advise OPM to proceed with negotiating and executing an agreement with Milliman for the proposed scope of work related to Hartford Public Schools health insurance on behalf of the MARB. The motion passed unanimously.



VI. City of West Haven

a. Subcommittee Update

A written Subcommittee update was provided in the meeting materials.

b. Review and discussion: Monthly Financial Report: January 2022

A written monthly financial report was not submitted by the City. Mr. Jackson said that he anticipates a surplus of about \$1.2 million for the current year. The audit for FY 2021 is still pending, but he expects a surplus of approximately \$2.2 million in FY 2021.

c. Review, discussion and possible action: Labor Contracts:

i. West Haven Police Local #895

The City and the Police union reached a Tentative Agreement on a contract re-opener regarding Police salaries in February. The agreement increases the salary schedule for all members for the purpose of improving retention of Police personnel. The contract was submitted to the MARB April 8th which is beyond the statutory timeline for the MARB to take action. The City indicated that it would obtain a waiver of the timeline from the union in order to provide the MARB with its statutory right to act on the agreement.

Mr. Waxenberg made a motion to table the item and refer it to the Subcommittee, with a second by Ms. Shaw. Mr. Falcigno said that he would like to see the long term impacts of this contract when it comes up for review by the Subcommittee. The motion passed unanimously.

ii. PSAP Director

Review of this contract was determined to not be required as it is not a collectively bargained agreement.

d. Review and discussion: Non-Labor Contracts:

i. Previously executed contracts

Summary information related to seven contract that had already been executed by the City was included in the meeting materials. A recommendation was made to complete a review of the contract routing and approval process as part of a planned organizational assessment.

ii. Bigson II, LLC – Dump Truck Bodies

This is an agreement for the purchase of three dump truck bodies for three existing trucks in Public Works. The City issued an invitation to bid for this purchase and received two responses. Bigson was the low bidder at a total cost of \$177,877. Mr. White asked if there are any

connections between the owner of this company and any City officials. Mr. McCarthy responded that there are not.

e. Review and discussion: Recommended FY 2023 Budget

Review of the FY 2023 budget will continue at the Subcommittee level before being brought to the full MARB for action at its May meeting.

VII. Other Business

Members discussed a possible change to the date of the May meeting, but deferred selecting a date until after the special meeting immediately following this meeting.

VIII. Adjourn

Mr. Egan made a motion to adjourn with a second by Mr. Falcigno. The meeting adjourned at 11:03 AM.

**DRAFT**  
STATE OF CONNECTICUT  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD  
**SPECIAL MEETING MINUTES**

**Meeting Date and Time:** Thursday, April 14, 2022 11:00 AM –12:00 PM

**Meeting Location:** This was a virtual meeting. Meeting materials can be found at <https://portal.ct.gov/OPM/Marb/Full-Board-Meetings-and-Materials>

**Call-in Instructions:** Telephone 1 860-840-2075  
Meeting ID: 748 153 77

**Members in Attendance:** Secretary Beckham, Christine Shaw (State Treasurer designee), David Biller, Matthew Brokman, Patrick Egan, Stephen Falcigno, Thomas Hamilton, Sal Luciano, Mark Waxenberg, Robert White

**Special Members in Attendance for Purpose of Tier IV Findings:** West Haven Mayor Rossi, West Haven Treasurer Michael Last, West Haven Council Member Mitch Gallignano

**City Officials in Attendance:** Scott Jackson, Lee Tiernan

**OPM Staff in Attendance:** Kimberly Kennison, Julian Freund

I. Call to Order

The meeting was called to order at 11:03 AM.

II. City of West Haven

- a. Introduction of additional members of the board for the purpose of determining whether to make a finding pursuant to CGS Section 7-576e(a)(2)

Secretary Beckham explained that State statute requires that, for the purpose of considering designation of a municipality to Tier IV, the composition of the board shall include the chief elected official of such municipality, the treasurer of such municipality and a member of the legislative body of such municipality, as selected by such body. The City Council selected Mitch Gallignano as their representative for this purpose. These three additional members are only participating for the purpose of the question regarding Tier IV designation. The Mayor and Council Member will be voting members of the board for the purpose of considering Tier IV designation. The City Treasurer will not be eligible to vote.

- b. Review and discussion: Discussion and evaluation of criteria relating to Tier IV designation pursuant to CGS Section 7-576e(a)(2)

Secretary Beckham noted that the membership of the board has been modified in accordance with state statute. He further explained that State statute specifies the criteria to be evaluated when considering whether a Tier IV designation is warranted. A draft report has been prepared with an evaluation of each of the criteria referenced in state statute. The City of West Haven has also submitted information for consideration in this discussion. The Secretary opened the floor for discussion.

Mr. Waxenberg indicated he had no amendments or changes to the draft report. He highlighted text on page 13 stating, "The MARB notes that historically, there have been systemic deficiencies that have prevented the City from achieving long-term financial stability."

Secretary Beckham noted one typographical error in the draft report to be corrected. On page 13, the first sentence in the final paragraph should insert the word "not" so that the sentence reads, "The MARB recognizes that a Tier IV designation will not guarantee that systemic and cultural change is achieved." That paragraph goes on to say, "There are limits to the additional authority provided by a Tier IV designation. However, Tier IV does provide the MARB with additional oversight tools, notably the ability to hire a Financial Manager. With good faith cooperation from the City's leadership, Tier IV oversight can help the City implement the cultural changes and financial infrastructure development that previous oversight boards have been unable to enforce."

Mr. White asked the City why it submitted the materials it provided in the context of this discussion and whether there are any proposed findings that the City disagrees with. Mayor Rossi explained that she submitted the information to show the work the City has completed over the last few months, including a corrective action plan for IT and procurement, and hiring staff. She said that the City is still reviewing the audit and is planning on pushing back on some of the findings. Mr. Jackson is working on making additional submissions regarding Cares Act expenditures. Mr. White clarified that his question was regarding the findings in the report regarding the Tier IV findings. Mayor Rossi said that the City has moved forward on certain items in the proposed corrective action plan.

Mr. Hamilton agrees that the conclusion that the City should be moved to Tier IV is supported by the report. He also noted the long-term nature of the City's financial problems. Providing the MARB with additional oversight tools will help to make the cultural changes needed in the City.

Mr. Falcigno added that he supports the recommendation to move the City to Tier IV.

Mr. Last said he does not support moving the City to Tier IV and feels the City should be provided an opportunity to respond to the CohnReznick audit. He also said he doesn't believe that a move to Tier IV would be justified based on the criteria for making that designation in state statute. He said the City's balance sheet is stronger than it was four years ago, and fund balance is projected to increase further. Mr. Last supports the idea of funding for a financial consultant to work on internal controls and procedures for the City. He said that a Tier IV designation would require a one mill increase to the City's mill rate.

Secretary Beckham pointed out that the City's balance sheet has improved because of the distribution of restructuring funds.

Mr. Luciano said he does not see any other option than to designate the City at Tier IV.

Mr. Brokman agreed with Mr. Luciano and said that Tier IV is the step needed to protect the taxpayers of West Haven.

Ms. Shaw pointed out the numerous chances that the City has been provided to address the issues raised in the CohnReznick audit. She also noted the audit's findings regarding Mr. Last's role in the City as Treasurer and a signer of checks.

Mr. Gallignano said he agrees with Mr. Last and believes the City does not meet the criteria for Tier IV. He said the mayor has worked hard and the City's balance sheet reflects improvement. He does not want another mill rate for the City. He added that the current administration is the third since he joined the City Council and the first to achieve balanced budgets. He said the City Council supports the mayor.

Mayor Rossi explained that when she was elected the City was immediately placed under MARB due to the deficit bonds issued. She described her efforts to eliminate deficits in FY 2017 and FY 2018. She said she will not support a move to Tier IV.

- c. Review, discussion and possible action: Consideration and discussion of making a finding that the fiscal condition of the City of West Haven warrants designation as a Tier IV municipality pursuant to CGS Section 7-576e(a)(2)

This item was included on the agenda at the direction of the MARB at their special meeting held on April 5. If the board votes to find that a Tier IV designation is warranted, that finding and recommendation is to be forwarded to the Secretary of OPM. A 30-day public comment period follows. Then, at the end of the 30-day comment period, the findings and recommendation, as well as a report regarding the comments received during public comment are forwarded to the Governor. It is the Governor's decision to designate the City as a Tier IV municipality.

The following motion was made by Ms. Shaw, with a second by Mr. Biller:

To adopt the Findings and Recommendations of the Municipal Accountability Review Board Regarding a Tier IV Designation of the City of West Haven as amended and to recommend Tier IV designation of the City of West Haven pursuant to CGS Section 7-576e(a)(2).

Mr. Egan said that he supports the motion, not because of the alleged thefts of Representative DiMassa, but because of all of the reasons laid out in the draft report.

Secretary Beckham added that it is clear that the latest episodes described in the CohnReznick report point to serious governance issues, lack of internal controls and other weaknesses.

Ms. Shaw explained that this action is intended to support the City and in the interest of helping the City achieve a position of self-reliance.

The motion passed by a vote of 10-2-0, with Mayor Rossi and Mr. Gallignano opposed.

- d. Review, discussion and possible action: Draft staff recommendations for corrective actions regarding City of West Haven

Secretary Beckham explained that staff have developed several items in preparation of the possibility that Tier IV is approved by Governor. These include a draft budget to implement Tier IV, cover OPM administrative costs, and recover expenses of forensic audit. Also provided is a draft action plan timeline and a draft corrective action plan which was previously reviewed by the board.

Mr. Waxenberg made a motion, with a second by Mr. Egan, to advise OPM to draft a memorandum of agreement regarding use of withheld Municipal Restructuring Fund for the purpose of supporting the proposed budget. The motion passed by a vote of 10-0-0.

A motion was made by Mr. Egan, with a second by Mr. Lucanio, to advise OPM to begin to identify consultants with appropriate experience and expertise to conduct Financial Organizational Assessment. Mr. White pointed out that the funding for the budget will be coming from withheld municipal restructuring funds, not from West Haven taxpayers. This use of funds would help the City without draining their reserves. The motion passed by a vote of 10-0-0.

Mr. Brokman asked for the City to provide its thoughts regarding the items included in the draft corrective action plan prior to the next meeting.

Mr. Last pledged his office's and the City's cooperation and participation in moving forward.

### III. Other Business

#### a. Date of May regular meeting

The board discussed potential dates for rescheduling the May meeting. The dates of May 18<sup>th</sup> and 19<sup>th</sup> were offered as options. Staff will work on a date.

Mr. Egan asked for consideration of holding the Subcommittee meetings in West Haven going forward. Secretary Beckham indicated interest in resuming in-person meetings at some point as well.

### IV. Adjourn

A motion to adjourn was made by Mr. White, with a second by Mr. Waxenberg. All voted in favor. The meeting adjourned at 12:02 PM.

**MEMORANDUM  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD**

**To:** Municipal Accountability Review Board  
**From:** Julian Freund  
**Subject:** Update on Sprague Subcommittee  
**Date:** May 10, 2022

The Sprague Subcommittee met on April 28, 2022.

Recommended FY 2023 Budget: The Subcommittee reviewed an updated FY 2023 Budget that reflected adjustments made by the Board of Finance. Adjustments totaled approximately \$42,000 and resulted in a budget that provides for a revenue increase of 1.4% and a 2.7% increase in expenditures. Key attributes of the budget as proposed by the Board of Finance include the following:

- Increase in revenues is attributable primarily to a 5% increase in the grand list
- Mill rate increases from 36.0 to 36.25
- Grand list growth is sufficient to fund projected expenditures at current mill rate
  - Mill rate increase is proposed in order to continue increases as included in the 5-Year Plan, though the increase is moderated somewhat as a result of grand list growth
  - Additional revenue from mill increase will help to begin funding costs related to Paper Mill Pond dam
  - Recommended budget continues process of eliminating deficit in Capital Non-Recurring Fund

The Subcommittee voted to recommend that the full MARB approve the budget as proposed by the Board of Finance. A public hearing on the budget is scheduled for May 16<sup>th</sup>. MARB action on the budget will be on the May MARB meeting agenda. Following the public hearing and MARB action, the budget will go to either a Town Meeting or to referendum for final local approval.

Updated 5-Year Plan:

The Subcommittee reviewed the Town's proposed 5-Year Plan for FY 2023-2027. The proposed plan continues the Town's practice of using very conservative revenue assumptions. Years two through five of the plan assume no new growth in the grand list and no increases in State Aid to municipalities. The plan also projects continued gradual progress in increasing General Fund balance as well as a gradual reduction in the deficit in the Capital Non-Recurring Fund.

The Subcommittee voted to recommend that the full MARB approve the 5-Year Plan. The updated 5-Year Plan is on the agenda for the MARB's May meeting. Following MARB action, the local legislative body would approve the plan.

Status Updates: The Town reported that the Board of Selectmen has adopted a set of financial policies and procedures which addresses a recurring finding in the Town's prior year audits. The FY 2021 audit has been completed and is expected to be presented at the May Subcommittee meeting. There are no significant or material findings in the audit.

\* The next scheduled meeting of the Sprague Subcommittee is May 26th.

**MEMORANDUM  
MUNICIPAL ACCOUNTABILITY REVIEW BOARD**

**To:** Municipal Accountability Review Board  
**From:** Julian Freund  
**Subject:** Update on Hartford Subcommittee  
**Date:** May 13, 2022

The Hartford Subcommittee met on April 28.

Labor Contracts: The Subcommittee reviewed two labor contracts.

- Hartford Federation of Paraeducators – The Board of Education presented a tentative agreement for a contract for a term of July 1, 2018 – June 30, 2024. It provides no retroactive wage increases prior to the current year, but does include a 2% general wage increase that is retroactive to July 1, 2021. GWIs of 2% in FY 2023 and 3% in FY 2024 are also provided. Step advancements are included for the current fiscal year and FY 2023. No step advancement is provided in FY 2024. The agreement also transitions all employees to a high deductible/health savings account insurance plan and increases premium cost shares from the current 10% to 11% over three years. The Subcommittee voted to recommend approval of the tentative agreement by the full MARB.
- AFSCME Local 1716 – The City presented a tentative agreement for a contract for a term of July 1, 2021 – December 31, 2024. The agreement provides a general wage increase of 2% retroactive to January 1, 2022 followed by 2.5% GWIs for FY 2023 and FY 2024. Step advancement is provided in each year of the contract. No changes are made to health insurance provisions. The Subcommittee voted to recommend approval of the tentative agreement by the full MARB.

FY 2023 Budget: The City presented the Recommended FY 2023 Budget, including the elements of the budget subject to MARB approval: mill rate assumptions, property tax assumptions and State Aid. The Subcommittee voted to recommend approval by the full MARB of the budget assumptions.

5-Year Plan: The City presented an updated 5-Year Plan for the fiscal years 2023-2027. The projected budget gaps in the updated plan are considerably less than the budget gaps projected in the most recently approved plan. The City previously developed and has been continuously updating a budget mitigation plan to enhance revenues and reduce costs. These mitigation measures are reviewed monthly at the Subcommittee level.

Budget Mitigation Measures: The City updated the Subcommittee on the status of current budget mitigation measures.

\* The next meeting of the Hartford Subcommittee is May 26<sup>th</sup>.





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\* - Also Admitted in FL  
◊ - Also Admitted in IL  
▶ - Also Admitted in MA  
- - Also Admitted in NJ  
◆ - Also Admitted in NY  
◊ - Also Admitted in PA

**PLEASE REPLY TO  
MILFORD OFFICE**

May 11, 2022

Via Email: [Julian.Freund@ct.gov](mailto:Julian.Freund@ct.gov)

Julian Freund  
State of Connecticut, Office of Policy and Management  
Municipal Accountability Review Board  
450 Capitol Avenue  
Hartford, CT 06106

Re: Tentative Agreement with West Haven Police, Local #895,  
UPSEU – C.O.P.S. – Follow-up Items

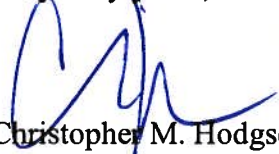
Dear Mr. Freund:

As per your request, attached are the follow-up items regarding the Tentative Agreement between the City and West Haven Police, Local #895, UPSEU – C.O.P.S. We attach the following exhibits:

- A. Impact on long term liability (pension) – to be emailed under separate cover from Jennifer M. Castelhana of Milliman
- B. Revised fiscal impact including Humane Officer
- C. Vacancy rate data over the last several years
- D. Copy of supporting documentation that was provided to the West Haven City Council

As always, thank you for your consideration.

Very truly yours,

  
Christopher M. Hodgson, Esq.

Attachments

cc: Nancy Rossi, Mayor  
Lee Tiernan, Corporation Counsel  
Pamela Alvino, Personnel Director

# EXHIBIT A

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## Impact on Long Term Liability (Pension)

Milliman will provide to Berchem Moses this week, will be forwarded at that time.

# EXHIBIT B

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**West Haven Police Impact Analysis - Wage Impact**

| Rank                         | Salary Account as of 7/1/21 |           |                     | 7/1/2022<br>With \$10,000 plus 2.5% increase   |            |              | 7/1/2023<br>With 2.5% increase |            |               | 7/1/2024<br>With 2.5% Increase |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
|------------------------------|-----------------------------|-----------|---------------------|--|------------|--------------|--------------------------------|------------|---------------|--------------------------------|---|--------------|--|--------------|-------|---------------|------------|---|--|--|--------------|-------|---------------|------------|
|                              | # FTE                       | Annual    | Total \$            | # FTE  | Annual New | Total \$     | # FTE                          | Annual New | Total \$      | # FTE                          | Annual New  | Total \$     |  |              |       |               |            |   |  |  |              |       |               |            |
| <b>ANIMAL CONTROL BUDGET</b> |                             |           |                     |  |            |              |                                |            |               |                                |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| Humane Officer A             | 4                           | 45,877.27 | 183,509.08          | 4  | 57,274.20  | 229,096.81   | 4                              | 58,706.06  | 234,824.24    | 4                              | 60,173.71   | 240,694.84   |  |              |       |               |            |   |  |  |              |       |               |            |
| Humane Officer B             |                             | 44,543.79 |                     |  | 55,907.38  |              |                                | 57,305.07  |               |                                | 58,737.70   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| <b>POLICE BUDGET</b>         |                             |           |                     |  |            |              |                                |            |               |                                |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| Patrol Officer A             | 37                          | 72,410.90 | 2,679,203.30        | 38   | 84,471.17  | 3,209,904.56 | 48 *                           | 86,582.95  | 4,155,981.60  | 48                             | 88,747.52   | 4,259,880.96 |  |              |       |               |            |   |  |  |              |       |               |            |
| Patrol Officer B             | 1                           | 66,072.79 | 66,072.79           | 16 *   | 77,974.61  | 1,247,593.76 | 18                             | 79,923.97  | 1,438,631.46  | 18                             | 81,922.07   | 1,474,597.26 |  |              |       |               |            |   |  |  |              |       |               |            |
| Patrol Officer C             | 31                          | 59,712.61 | 1,851,090.91        | 16   | 71,455.43  | 1,143,286.80 | 4                              | 73,241.81  | 292,967.24    | 4                              | 75,072.86   | 300,291.44   |  |              |       |               |            |   |  |  |              |       |               |            |
| Detective A                  | 15                          | 75,952.32 | 1,139,284.80        | 16   | 88,101.13  | 1,409,618.05 | 16                             | 90,303.66  | 1,444,858.56  | 16                             | 92,561.25   | 1,480,980.00 |  |              |       |               |            |   |  |  |              |       |               |            |
| Detective B                  |                             | 74,339.96 |                     |  | 86,448.46  |              |                                | 88,609.67  |               |                                | 90,824.91   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| Sergeant A                   | 18                          | 80,191.74 | 1,443,451.32        | 18   | 92,446.53  | 1,664,037.60 | 18                             | 94,757.70  | 1,705,638.60  | 18                             | 97,126.64   | 1,748,279.52 |  |              |       |               |            |   |  |  |              |       |               |            |
| Sergeant B                   |                             | 78,596.71 |                     |  | 90,811.63  |              |                                | 93,081.92  |               |                                | 95,408.97   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| Det/SGT A                    | 3                           | 83,186.95 | 249,560.85          | 3  | 95,516.62  | 286,549.87   | 3                              | 97,904.54  | 293,713.62    | 3                              | 100,352.15  | 301,056.45   |  |              |       |               |            |   |  |  |              |       |               |            |
| DET/SGT B                    |                             | 81,709.57 |                     |  | 94,002.31  |              |                                | 96,352.37  |               |                                | 98,761.18   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| Lieutenant A                 | 5                           | 86,726.80 | 433,634.00          | 5  | 99,144.97  | 495,724.85   | 5                              | 101,623.59 | 508,117.95    | 5                              | 104,164.18  | 520,820.90   |  |              |       |               |            |   |  |  |              |       |               |            |
| Lieutenant B                 |                             | 84,957.40 |                     |  | 97,331.34  |              |                                | 99,764.62  |               |                                | 98,761.18   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| Captain A                    | 3                           | 93,742.95 | 281,228.85          | 3  | 106,336.52 | 319,009.57   | 3                              | 108,994.94 | 326,984.82    | 3                              | 111,719.81  | 335,159.43   |  |              |       |               |            |   |  |  |              |       |               |            |
| Captain B                    |                             | 92,142.66 |                     |  | 104,696.23 |              |                                | 107,313.63 |               |                                | 109,996.47  |              |  |              |       |               |            |   |  |  |              |       |               |            |
| <b>Total Salary Account</b>  |                             |           | <b>8,327,035.90</b> | <b>10,004,821.87</b>   |            |              | <b>10,401,718.09</b>           |            |               | <b>10,661,760.80</b>           |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
|                              |                             |           |                     | <table border="1"> <tr> <td>% Difference</td> <td align="right">20.15%</td> </tr> <tr> <td>\$ Difference</td> <td align="right">1,677,785.97</td> </tr> </table> |            |              | % Difference                   | 20.15%     | \$ Difference | 1,677,785.97                   | <table border="1"> <tr> <td>% Difference</td> <td align="right">3.97%</td> </tr> <tr> <td>\$ Difference</td> <td align="right">396,896.22</td> </tr> </table> |              |  | % Difference | 3.97% | \$ Difference | 396,896.22 | <table border="1"> <tr> <td>% Difference</td> <td align="right">2.50%</td> </tr> <tr> <td>\$ Difference</td> <td align="right">260,042.71</td> </tr> </table> |  |  | % Difference | 2.50% | \$ Difference | 260,042.71 |
| % Difference                 | 20.15%                      |           |                     |  |            |              |                                |            |               |                                |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| \$ Difference                | 1,677,785.97                |           |                     |  |            |              |                                |            |               |                                |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| % Difference                 | 3.97%                       |           |                     |  |            |              |                                |            |               |                                |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| \$ Difference                | 396,896.22                  |           |                     |  |            |              |                                |            |               |                                |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| % Difference                 | 2.50%                       |           |                     |  |            |              |                                |            |               |                                |   |              |  |              |       |               |            |   |  |  |              |       |               |            |
| \$ Difference                | 260,042.71                  |           |                     |  |            |              |                                |            |               |                                |   |              |  |              |       |               |            |   |  |  |              |       |               |            |

\* 13 are for 6 months based on Date of Hire (DOH)

\* 3 are for 3 months; 6 are for 6 months based on DOH

NOTES:

A. Projection is based on current manpower (70 officers) which can increase or decrease

B. Expected to leave before 12/31/22:

1 Detective/Sgt

2 Patrol A

1 Patrol C

C. The Humane Officer salary does not come from the Police Budget, they are paid out of the Animal Control Budget

# EXHIBIT C

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City of West Haven's  
Vacancy Rate Data  
in support of  
the  
Tentative Agreement  
with

West Haven Police, Local #895,  
UPSEU – C.O.P.S.



# Staffing

- ▶ West Haven Police Department budgeted 120 positions but is unable to meet its staffing goal because of low pay.
- ▶ Manpower is consistently below 120 since 2019, and only 110 or fewer officers are available most months.



# Manpower

| Date               | Manpower | FTO/Academy | Injured | FMLA | Admin Leave | Military Leave | Total |
|--------------------|----------|-------------|---------|------|-------------|----------------|-------|
| September 3, 2019  | 115      | (18)        | (3)     | 0    | 0           | (1)            | 93    |
| September 17, 2019 | 114      | (4)         | 0       | 0    | 0           | 0              | 110   |
| October 1, 2019    | 113      | (12)        | (3)     | 0    | (1)         | (1)            | 96    |
| October 15, 2019   | 113      | (11)        | (4)     | 0    | (1)         | (1)            | 96    |
| November 18, 2019  | 117      | (15)        | (1)     | 0    | (1)         | (1)            | 99    |
| December 3, 2019   | 117      | (15)        | (1)     | 0    | (1)         | (1)            | 99    |
| December 17, 2019  | 117      | (15)        | (2)     | 0    | (1)         | (1)            | 98    |
| January 7, 2020    | 116      | (12)        | (1)     | 0    | (1)         | (1)            | 101   |
| January 21, 2020   | 117      | (12)        | (1)     | 0    | (1)         | (1)            | 102   |
| March 3, 2020      | 118      | (11)        | 0       | 0    | (1)         | (1)            | 105   |
| July 7, 2020       | 120      | (7)         | (1)     | 0    | (1)         | (1)            | 110   |
| September 15, 2020 | 120      | (5)         | (3)     | 0    | 0           | (2)            | 110   |
| November 3, 2020   | 121      | (5)         | (2)     | 0    | 0           | (2)            | 112   |
| December 15, 2020  | 120      | (5)         | (6)     | 0    | 0           | (2)            | 107   |
| March 2, 2021      | 118      | (5)         | (4)     | 0    | 0           | (3)            | 106   |
| March 16, 2021     | 118      | (4)         | (4)     | 0    | 0           | (3)            | 107   |
| May 18, 2021       | 118      | (4)         | (4)     | 0    | 0           | (3)            | 107   |
| September 21, 2021 | 116      | (2)         | (8)     | (1)  | 0           | 0              | 105   |
| October 19, 2021   | 115      | (2)         | (5)     | (1)  | 0           | 0              | 107   |
| February 1, 2022   | 114      | (3)         | (7)     | 0    | 0           | 0              | 104   |
| May 5, 2022        | 113*     | (5)         | (5)     | 0    | 0           | 0              | 103   |

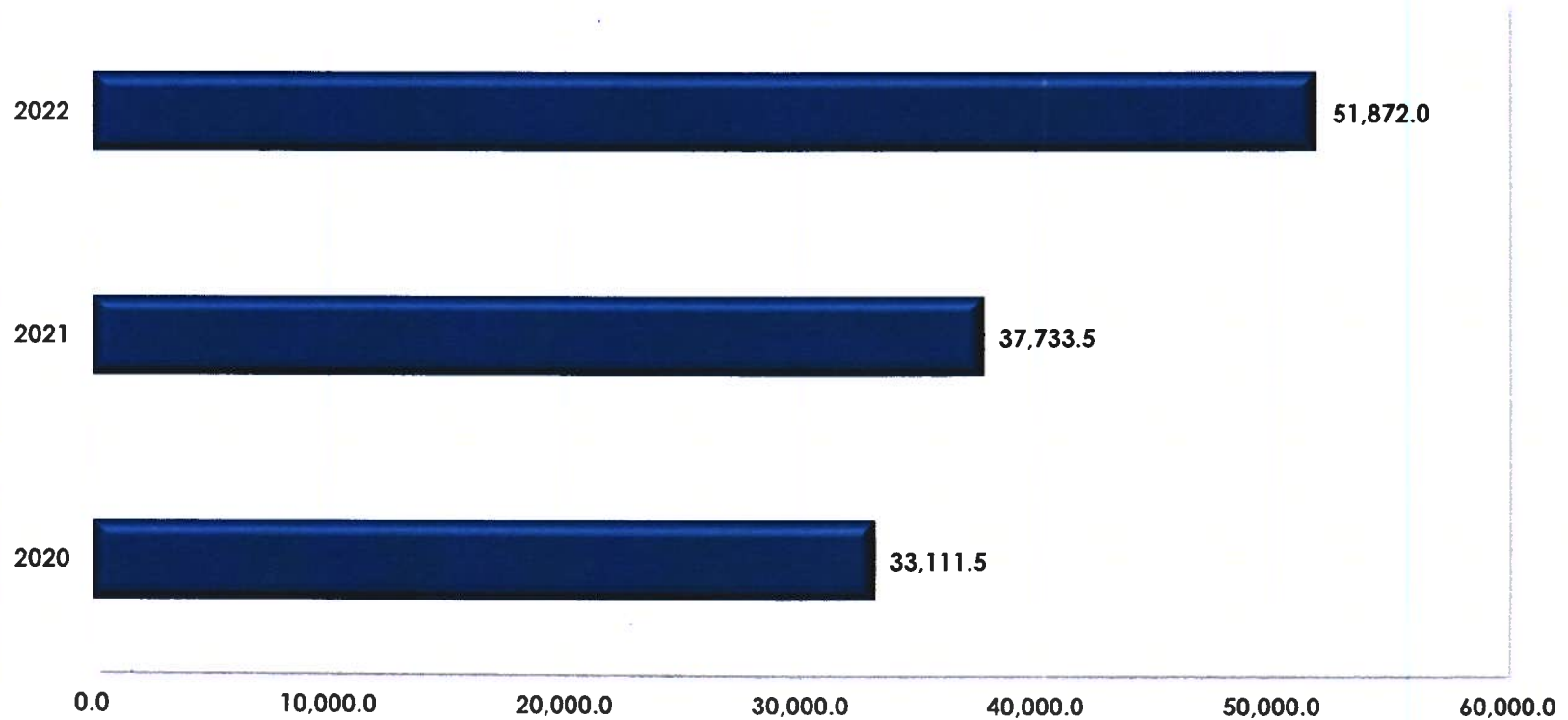
\* Anticipate 2 lateral hires in May

## Manpower

- ▶ Being at 110 officers has caused the patrol overtime hours to increase in order to meet minimum manning requirements.
- ▶ Minimum manning requirement is 10 patrol officers on days, 10 patrol officer on nights and 9 on the overnight shift.

- Patrol overtime increased in 2021 by 4,622 hours
- Based on the first quarter of 2022 which is 12,968 hours, projected patrol overtime is 51,872 hours assuming current trend.

### City of West Haven - Patrol Overtime



## Short Staffing = Order-Ins

- ▶ Short staffing results in 3 to 4 order-ins per shift, so at least 9 per day.
- ▶ On the weekends 6-8 patrol officers per shift have to be ordered-in, so at least 18 order-ins.
- ▶ Order-ins creates stress and low morale, and contribute to the high level of attrition.

# Other Impacts of Short Staffing

- ▶ The low staffing has forced the department to reallocate specialized positions back to patrol.
  - ▶ 2 of the 7 school resource officers were reassigned to patrol at the end of 2021. The department cancelled the high school police academy training class because of that.
  - ▶ One Community Resource Officer was reassigned to patrol at the end of 2021, the second CRO was reallocated to SRO.
  - ▶ One of the three IT Officers was reassigned to patrol.
  - ▶ The department called back the 2 officers assigned to Safe Streets and the Gun Task Force at the end of 2021 so they could be reassigned to patrol.



# Other Impacts of Short Staffing

- ▶ The department cannot participate in other task forces, so they lose out on asset forfeiture money because of the low staffing.
- ▶ The department was unable to promote a second female to detective which thwarts its goals of diversity.
- ▶ The department reduced its traffic division with respect to major accidents, missing signs, and malfunctioning lights. There were 4 and now they have 3, but really 2 since 1 is injured.

The Police Department has not made progress in meeting its staffing goals due to low pay

- ▶ West Haven Police Department was able to hire 46 new officers since 2017.
- ▶ In that same time period 50 officers left the department.

# Staffing

- ▶ The Department has had 45 officers leave for other police departments in the state since 2017.

|      | Budgeted Headcount | # of Officers Leaving | Total |
|------|--------------------|-----------------------|-------|
| 2017 | 120                | 5                     | 115   |
| 2018 | 120                | 9                     | 111   |
| 2019 | 120                | 13                    | 107   |
| 2020 | 120                | 6                     | 113   |
| 2021 | 121                | 8                     | 113   |
| 2022 | 121                | 4                     | 117   |



# Attrition

- ▶ 7 police officers took the Fairfield County recruiting test in February 2022
- ▶ In 2022, 10-12 other police officers indicated to Chief Perno that they intend to seek employment elsewhere

- ▶ South Central Criminal Justice did a test in March 2022 and gave the recruits this list of the area salaries for top step patrol. West Haven is the lowest.

|                |                  |
|----------------|------------------|
| Glastonbury    | \$96,116         |
| Hamden         | \$91,376         |
| Berlin         | \$90,792         |
| Trumbull       | \$87,070         |
| Guilford       | \$86,091         |
| Derby          | \$85,009         |
| Branford       | \$84,399         |
| Naugatuck      | \$83,729         |
| Orange         | \$82,792         |
| North Haven    | \$82,197         |
| Ansonia        | \$81,827         |
| Wallingford    | \$81,619         |
| Cheshire       | \$81,076         |
| Cromwell       | \$81,037         |
| New London     | \$79,886         |
| Stratford      | \$79,878         |
| Clinton        | \$78,782         |
| New Haven      | \$78,050         |
| North Branford | \$77,632         |
| Milford        | \$77,293 (20-21) |
| West Haven     | \$72,410         |

\$23,706 separates West Haven from the top of the list

- Below are the salaries of the surrounding towns 2021-22.

|                     | Captain          |                  | Lieutenant      |                 | Sergeant        |                 | Detective       |                 | Patrol Officer  |                 | Detective Sergeant |     |
|---------------------|------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--------------------|-----|
|                     | Min              | Max              | Min             | Max             | Min             | Max             | Min             | Max             | Min             | Max             | Min                | Max |
| New Haven           | 107,443          | 107,443          | 97,873          | 97,873          | 87,813          | 87,813          | 83,173          | 86,531          | 60,259          | 78,050          | not in cba         |     |
| Orange              |                  |                  | 96,304          | 96,304          | 90,522          | 90,522          |                 |                 | 64,605          | 80,974          | not in cba         |     |
| Milford             | 98,253           | 101,104          | 91,660          | 94,899          | 78,435          | 83,581          |                 |                 | 63,679          | 77,292          | not in cba         |     |
| <b>AVERAGE</b>      | <b>\$102,848</b> | <b>\$104,274</b> | <b>\$95,279</b> | <b>\$96,359</b> | <b>\$85,590</b> | <b>\$87,305</b> | <b>\$83,173</b> | <b>\$86,531</b> | <b>\$62,848</b> | <b>\$78,772</b> | not in cba         |     |
| <b>WEST HAVEN</b>   | <b>\$92,143</b>  | <b>\$93,743</b>  | <b>\$84,957</b> | <b>\$86,727</b> | <b>\$78,597</b> | <b>\$80,192</b> | <b>\$74,340</b> | <b>\$75,952</b> | <b>\$57,395</b> | <b>\$72,411</b> | not in cba         |     |
| <b>% DIFFERENCE</b> | <b>-10.4%</b>    | <b>-10.1%</b>    | <b>-10.8%</b>   | <b>-10.0%</b>   | <b>-8.2%</b>    | <b>-8.1%</b>    | <b>-10.6%</b>   | <b>-12.2%</b>   | <b>-8.7%</b>    | <b>-8.1%</b>    | not in cba         |     |

- Below are the AENGLC towns with their salaries for 2021-22.

|                     | Captain          |                  | Lieutenant      |                 | Sergeant        |                 | Detective       |                 | Patrol Officer  |                 | Detective Sergeant |                 |
|---------------------|------------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--------------------|-----------------|
|                     | Min              | Max              | Min             | Max             | Min             | Max             | Min             | Max             | Min             | Max             | Min                | Max             |
| Ansonia             |                  |                  |                 |                 | 89,045          | 89,045          | 87,443          | 87,443          | 71,323          | 80,226          | 91,437             | 91,437          |
| Bridgeport          | 104,356          | 114,312          | 93,850          | 99,398          | 83,641          | 86,434          | 80,999          | 84,936          | 57,195          | 75,163          |                    |                 |
| East Hartford       |                  |                  | 87,477          | 94,498          | 79,446          | 85,780          | 76,385          | 80,736          | 62,541          | 75,693          |                    |                 |
| Meriden             | 108,784          | 113,922          | 98,883          | 103,542         | 89,856          | 94,120          | 89,856          | 89,856          | 56,243          | 85,592          | 94,120             | 98,883          |
| New Haven           | 107,443          | 107,443          | 97,873          | 97,873          | 87,813          | 87,813          | 83,173          | 86,531          | 60,259          | 78,050          |                    |                 |
| New London          | 117,798          | 117,798          | 89,834          | 103,728         | 82,640          | 91,111          | 81,168          | 81,903          | 63,581          | 76,551          |                    |                 |
| Norwich             | 104,548          | 107,228          | 95,936          | 98,396          | 85,141          | 89,563          |                 |                 | 59,991          | 80,730          |                    |                 |
| Torrington          | 103,722          | 103,722          | 94,191          | 94,191          | 84,906          | 84,906          | 79,253          | 79,253          | 63,623          | 75,421          |                    |                 |
| Waterbury           | 104,841          | 104,841          | 96,408          | 96,408          | 88,545          | 88,545          | 83,189          | 83,189          | 62,392          | 78,859          |                    |                 |
| <b>AVERAGE</b>      | <b>\$107,356</b> | <b>\$109,895</b> | <b>\$94,307</b> | <b>\$98,504</b> | <b>\$85,670</b> | <b>\$88,591</b> | <b>\$82,683</b> | <b>\$84,231</b> | <b>\$61,905</b> | <b>\$78,476</b> | <b>\$92,778</b>    | <b>\$95,160</b> |
| <b>WEST HAVEN</b>   | <b>\$92,143</b>  | <b>\$93,743</b>  | <b>\$84,957</b> | <b>\$86,727</b> | <b>\$78,597</b> | <b>\$80,192</b> | <b>\$74,340</b> | <b>\$75,952</b> | <b>\$57,395</b> | <b>\$72,411</b> | <b>\$81,710</b>    | <b>\$83,187</b> |
| <b>% DIFFERENCE</b> | <b>-14.2%</b>    | <b>-14.7%</b>    | <b>-9.9%</b>    | <b>-12.0%</b>   | <b>-8.3%</b>    | <b>-9.5%</b>    | <b>-10.1%</b>   | <b>-9.8%</b>    | <b>-7.3%</b>    | <b>-7.7%</b>    | <b>-11.9%</b>      | <b>-12.6%</b>   |

- Below are the DRG Group H towns with their salaries for 2021-22.

|                     | Captain          |                  | Lieutenant      |                  | Sergeant        |                 | Detective       |                 | Patrol Officer  |                 | Detective Sergeant |                 |
|---------------------|------------------|------------------|-----------------|------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|--------------------|-----------------|
|                     | Min              | Max              | Min             | Max              | Min             | Max             | Min             | Max             | Min             | Max             | Min                | Max             |
| Ansonia             |                  |                  |                 |                  | 89,045          | 89,045          | 87,443          | 87,443          | 71,323          | 80,226          | 91,437             | 91,437          |
| Danbury             | 108,735          | 118,733          | 100,699         | 108,906          | 93,356          | 99,491          | 75,939          | 92,125          | 62,337          | 88,974          | 96,409             | 102,746         |
| Derby               |                  |                  | 95,597          | 95,597           | 91,229          | 91,229          | 87,069          | 87,069          | 67,184          | 83,138          |                    |                 |
| East Hartford       |                  |                  | 87,477          | 94,498           | 79,446          | 85,780          | 76,385          | 80,736          | 62,541          | 75,693          |                    |                 |
| Meriden             | 108,784          | 113,922          | 98,883          | 103,542          | 89,856          | 94,120          | 89,856          | 89,856          | 56,243          | 85,592          | 94,120             | 98,883          |
| Norwalk             | 115,441          | 119,786          | 105,919         | 110,260          | 95,615          | 100,053         | 89,098          | 93,134          | 68,944          | 83,905          |                    |                 |
| Norwich             | 104,548          | 107,228          | 95,936          | 98,396           | 85,141          | 89,563          |                 |                 | 59,991          | 80,730          |                    |                 |
| Stamford            | 128,460          | 128,460          | 113,263         | 113,263          | 98,070          | 98,070          |                 |                 | 68,452          | 85,994          |                    |                 |
| <b>AVERAGE</b>      | <b>\$113,194</b> | <b>\$117,626</b> | <b>\$99,682</b> | <b>\$103,495</b> | <b>\$90,220</b> | <b>\$93,419</b> | <b>\$84,298</b> | <b>\$88,394</b> | <b>\$64,627</b> | <b>\$83,031</b> | <b>\$93,989</b>    | <b>\$97,689</b> |
| <b>WEST HAVEN</b>   | <b>\$92,143</b>  | <b>\$93,743</b>  | <b>\$84,957</b> | <b>\$86,727</b>  | <b>\$78,597</b> | <b>\$80,192</b> | <b>\$74,340</b> | <b>\$75,952</b> | <b>\$57,395</b> | <b>\$72,411</b> | <b>\$81,710</b>    | <b>\$83,187</b> |
| <b>% DIFFERENCE</b> | <b>-18.6%</b>    | <b>-20.3%</b>    | <b>-14.8%</b>   | <b>-16.2%</b>    | <b>-12.9%</b>   | <b>-14.2%</b>   | <b>-11.8%</b>   | <b>-14.1%</b>   | <b>-11.2%</b>   | <b>-12.8%</b>   | <b>-13.1%</b>      | <b>-14.8%</b>   |



**WEST HAVEN POLICE DEPARTMENT**  
200 SAWMILL ROAD  
WEST HAVEN, CT 06516

**Carl V. Flemmig Jr #115**  
*Deputy Chief of Police*

April 28, 2022

To Chief Perno,

I have reviewed our Rank List, Badge List and Remove from Payroll letters provided by Cynthia Giordano to determine our current and past manpower going back to 2017. According to my calculations from 2017 through present day **46 new officers were hired**. Since 2017 we have **lost 50 officers**, this includes the three upcoming departures within the next two months.

We are **currently staffed at 113**, this does not include the anticipated hiring of two lateral officers at the next BOPC Meeting scheduled for May 3, 2022. Our manpower was at its **lowest in December 2018 when we were staffed at 97 officers** and was at its **highest from July 2020 through December 2020, when we were staffed at 120 officers**.

Respectfully,

Carl V. Flemmig Jr. #115  
Deputy Chief of Police Services  
City of West Haven, Connecticut

# EXHIBIT D

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Good evening, first I'd like to welcome the new council, our commission worked well with the previous council, and I am sure that will remain the same. I am here tonight as a partner with you in the care of this city. In anticipation of the Budget Season, here are some facts you need to know and consider, because after what we were informed at last week's Commissioners mtg, our situation is DIRE.

We are regularly losing officers to other Municipalities and through the exit interviews, we consistently hear the pay is too low and the compensation packages are more attractive at other departments. Because of this, we compared WHPD Patrolman Salaries to 11 other "Like" Municipalities, as you can see from the file I handed out.

We found that WH offers the lowest salary compared to these other municipalities. We are 11% or \$6,300 below the **average** on our starting salary and 15% or \$11,000 under the **average** on our Maximum Patrolman Salary. It wasn't always like this. In fact, we were the go-to department in the not so distant past as we were highly competitive with both our salary and compensation. Unfortunately, our steady decline in competitive wages worsened over the last 5 years. While other departments were getting 3% raises each year, the WHPD received 2% in 2017, 0% for 2018, 0% in 2019, 0% in 2020 and 1% in 2021. In summary, we lost 12% in pay to these other departments since 2017 and the result is we are now last. Yes, in the



upcoming budget there is a 2.5% raise, but at this point that just makes sure we don't fall behind any further and does nothing to bridge the large gap created.

This downward spiral in competitive pay was preceded by a decision in 2009 to not offer new officers a pension and instead only offer a 401k with no long-term disability coverage. At the WHPD, our more seasoned officers still operate under the pension that had been in place for years. There are some other towns that offer a 401k, BUT in each of these instances the officer's future earning power is covered by higher wages and a Long-Term Disability Plan. In West Haven, we are not only the lowest paid, but we do not have a pension AND we do not have a long-term disability plan. I want you to think about this, these officers are not sitting behind a desk, these officers are on the street and it is well recognized that this career choice is high risk. If one of our officers gets permanently disabled, say they get hit by a car or worse, their only course of earnings is 18-months of Workers Compensation and then Social Security Disability. Even further, if one of our officers gets killed in action, there is no means for the family to get reimbursed for the future lost earnings. This is flat out unacceptable as we ask our officers to run into danger every day.

In some industries, losing higher wage earners and replacing them with lower wage earners is a smart strategy. If you have read any news, you know that

applications to become a Police Officer, Nationwide, are severely down. We are part of the South-Central Criminal Justice Association, which consists of many Police Departments that all pull from the same group of applicants. Anyone who wants to be a Police Officer at one of these municipalities puts in their application, takes the written test, if they score high enough, they take a physical, psychological and lie detector test. Upon successful completion, they then choose who they want to interview with. When I first became a police commissioner 10 years ago, the pool of applicants was usually around 1,000, and at least 250 would have their applications sent to West Haven, In the most recent test cycle, this past October, there was a total of 29 applicants for all open positions for 6 Departments. Of these 29 applicants, only 16 chose the WHPD as one of their options. Of these 16 applicants, many will be excluded throughout the process, and many will be hired by other departments. Simply, we are not competitive and have become the place to go if you do not get an offer from another department. I was advised by the West Haven Police Department's Training & Recruitment Division that this alarming trend has also been identified by the South-Central Criminal Justice Association's staff. When recruitment strategies were discussed with the SCCJA staff, the WHPD Training Sergeant was advised "you really need to talk up West Haven. Your salary is low so you need to look at the perks....opportunity for advancement, diverse community, camaraderie, positive community experiences." Imagine that, we need to sell new recruits on their ability to

advance faster in WH because officers with more seniority are leaving....This is just a sad state of affairs for the citizens of WH. With every officer that leaves so does the wealth of knowledge and experience they have gained and the vast amount of training we provide as a continuous improvement effort to mold all WH Police Officers to be the best in the state. In our industry, losing higher end wage earners and replacing them with lower wage earners is not a sound strategy, it is a recipe for disaster.

Retention of certified officers is not just a West Haven issue. Throughout the state, many experienced officers are choosing to retire for a myriad of reasons. When an officer in another municipality retires, there are two options for that department. The first is to hire a rookie officer that you send to training and slowly incorporate into the department and the second is to hire a certified officer. In order to save time and money, when these experienced officers retire, those departments look to attract certified officers from other departments. Because WHPD is the lowest paid, without a pension and long-term disability, our officers are an easy target for these open positions. Additionally, other departments are well aware that our continuous improvement training is among the best in the State. We had a veteran officer come to WH from another municipality and he remarked that he learned more during his training in WH than he learned in all of his 20 years at the other department.

When we hire a rookie officer, we pay for them to be trained for 25 weeks in the academy, then we pay them while they are on in-field training for 12 weeks, add in the recruitment cycle and we are at about a year before we can expect to fill a position. All-in, we are \$80-100,000 into each new officer before they are fully productive. As you can see from the sheet I handed out, we have lost 21 Officers to other Departments since 2015. In most all instances it is a combination of much higher wages a Pension AND insurance coverage in case they get seriously injured or worse. The easy math tells you that it has cost the city \$2,000,000 since 2015 and this is money instead could have been used to save the knowledge base and pay our officers a competitive wage.

The industry suggested number of officers for a city of our population is 134, we only budgeted 121, and are currently at 114. We learned last week of 7 more leaving over the next few months which will bring us to 107. We are currently hemorrhaging and there are another 20 plus officers who are contemplating leaving but are waiting to see what the city does in response to this situation because they really want to stay in WH. If we lose even half of those, we will be operating at a severely understaffed situation, with no means to attract new hires. This will cause the Overtime to explode and cause overworked officers to be put into split-second decision-making scenarios while not properly rested from their prior shift. We currently lost two officers that we hired from other towns due to the amount of overtime they are being

forced to work. When I approached one of these officers this fall, he told me he was thrilled with the department and command staff, but he already put in his 20 years at another force and this past summer he was ordered in EVERY weekend. Pay, defined benefits are important, but so is quality of life.

We have serious concerns about staffing, with the summer being our busiest time of year, with the beaches open, boardwalk being utilized, fireworks, festivals and concerts. We fear we are going to be unable to fully staff the regular beats, let alone the extra duties. We will need to consider permanently reassigning School Resource Officers, Street Crime Officers, and Community Resource Officers just to be able to send out a complete shift of officers each day.

We are asking for your help addressing this situation.

Comparative Data Submitted to the Council on January 10

1/3/2022

**West Haven Police Patrol Officer Salary Range compared to other "Like" Municipalities (Includes July-22 Raises)**

| TownName            | Population | Mill Rate | Government Type | Salary Range Min | Salary Range Max | Retirement Style         | 7/1/22 % Wage Increase |
|---------------------|------------|-----------|-----------------|------------------|------------------|--------------------------|------------------------|
| Hamden              | 61,284     | 48.86     | Mayor-Council   | \$ 64,493        | \$ 93,432        | Pension                  | 2.25%                  |
| West Hartford       | 63,133     | 41.80     | Council-Manager | \$ 68,770        | \$ 93,158        | Pension                  | 1.50%                  |
| Middletown          | 46,478     | 36.00     | Mayor-Council   | \$ 70,332        | \$ 86,514        | Pension                  | Negotiating            |
| Meriden             | 59,927     | 40.86     | Council-Manager | \$ 56,243        | \$ 87,526        | Hybrid                   | 2.25%                  |
| Manchester          | 57,932     | 36.52     | Council-Manager | \$ 64,048        | \$ 84,431        | Choice                   | Negotiating            |
| Norwich             | 39,470     | 40.28     | Council-Manager | \$ 61,491        | \$ 84,817        | Pension                  | 2.50%                  |
| Bristol             | 60,223     | 38.05     | Mayor-Council   | \$ 67,130        | \$ 86,200        | Pension                  | 2.75%                  |
| Wallingford         | 44,741     | 29.19     | Mayor-Council   | \$ 62,753        | \$ 83,537        | Pension                  | 2.35%                  |
| Stratford           | 52,335     |           | Mayor-Council   | \$ 64,952        | \$ 81,875        | 401a (401k Govt Backed)  | 2.50%                  |
| New Britain         | 72,710     | 50.50     | Mayor-Council   | \$ 52,948        | \$ 80,120        | Pension                  | 2.25%                  |
| East Hartford       | 50,319     | 49.11     | Mayor-Council   | \$ 61,315        | \$ 78,751        | Pension                  | 2.00%                  |
| West Haven          | 54,843     | 36.68     | Mayor-Council   | \$ 56,827        | \$ 74,220        | 401K                     | 2.50%                  |
| Simple Average      |            |           |                 | \$ 63,134        | \$ 85,487        | Not including West Haven |                        |
| WH \$ under Average |            |           |                 | \$ 6,307         | \$ 11,267        |                          |                        |
| WH % under Average  |            |           |                 | 11.10%           | 15.18%           |                          |                        |

**Lost Officers to other Departments since 2015**

| Location              | Number Lost | Current Max | Retirement              |
|-----------------------|-------------|-------------|-------------------------|
| East Haven            | 3           | \$ 75,402   | Pension                 |
| Wallingford           | 3           | \$ 81,619   | Pension                 |
| CT State Police       | 2           | \$ 107,827  | Pension                 |
| Newington             | 2           | \$ 95,810   | Pension                 |
| Hamden                | 2           | \$ 91,376   | Pension                 |
| Monroe                | 1           | \$ 79,687   | Pension                 |
| Hartford(Southington) | 1           | \$ 84,458   | Pension                 |
| Trumbull              | 1           | \$ 87,070   | 401a (401k Govt Backed) |
| Groton                | 1           | \$ 78,353   | Pension                 |
| CT Mental Health      | 1           | \$ 80,000   | Pension                 |
| Fairfield             | 1           | \$ 85,036   | Pension                 |
| Westport              | 1           | \$ 91,482   | Pension                 |
| Weston                | 1           | \$ 105,000  | Pension                 |
| Stamford              | 1           | \$ 85,994   | Pension                 |
| West Haven            |             | \$ 72,410   | 401K                    |
| <b>Total</b>          | <b>21</b>   |             |                         |

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**From:** Jenn Castelhana <[jenn.castelhana@milliman.com](mailto:jenn.castelhana@milliman.com)>

**Sent:** Friday, May 13, 2022 3:05 PM

**To:** Chris Hodgson <[chodgson@berchemmoses.com](mailto:chodgson@berchemmoses.com)>

**Cc:** Scott D. Jackson <[sjackson@westhaven-ct.gov](mailto:sjackson@westhaven-ct.gov)>

**Subject:** RE: Requested analysis - Police pension plan

Hi Chris,

As discussed, the proposed salary increase equates to an average increase of about 16% for each employee and roughly 10% increase in retiree benefits. The City has not provided a salary increase to Police employees since 2017. As a result, the plan has experienced significant liability gains over the last 5 years because salaries and retiree benefits have not increased as expected. This has led to the Actuarially Determined Contributions for the last few years being lower than they otherwise would have been if there had not been a salary freeze. If the City had been giving modest salary increases of 2.5% per year since 2017, that would have equated to a salary increase of about 13% and retiree benefit increase of about 9% over the last 5 years as compared to the 16%/10% increase in the proposal. If there had not been a salary freeze, the projected ADCs would only be marginally lower than the ADCs presented in my analysis of the proposal.

Please let me know if you have any questions or would like for me to elaborate further.

Jenn

**Jennifer M. Castelhana**, FSA, EA, MAAA

Consulting Actuary

Pronouns: She/Her/Hers

**Milliman**

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+1 860 748 8646 Mobile

[milliman.com](http://milliman.com) | [email](mailto:jenn.castelhana@milliman.com)

---

**From:** Chris Hodgson <[chodgson@berchemmoses.com](mailto:chodgson@berchemmoses.com)>

**Sent:** Friday, May 13, 2022 12:58 PM

**To:** Jenn Castelhana <[jenn.castelhana@milliman.com](mailto:jenn.castelhana@milliman.com)>

**Cc:** Scott D. Jackson <[sjackson@westhaven-ct.gov](mailto:sjackson@westhaven-ct.gov)>

**Subject:** Re: Requested analysis - Police pension plan

**CAUTION:** This email originated from outside of Milliman. Do not click links or open attachments unless you recognize the sender and know the content is safe.



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May 13, 2022

**PERSONAL & CONFIDENTIAL**

Mr. Scott Jackson  
Director of Finance  
City of West Haven  
355 Main Street  
West Haven, CT 06516

Re: City of West Haven Police Pension Plan  
Retirement Plan Analysis for Impact of Proposed Compensation Increase

Dear Scott:

At Chris Hodgson's request, we have analyzed the impact of granting a one-time compensation increase to all active employees. All active employees would receive an increase in compensation equal to \$10,000, plus an additional 2.5% of compensation. Because Cost of Living Adjustments (COLAs) for retirees are directly tied to salary increases for current employees, this change will also impact the benefits currently being paid to members in pay status.

The resulting COLAs for members in pay status would be as follows:

- Members in pay status hired prior to July 1, 1993 will receive a one-time COLA equal to 50% of the dollar amount of annual compensation increase granted to active employees holding a rank equivalent to the rank held by the retired member. Since rank information was not readily available at the time of this analysis we have assumed that the COLA would equal 50% of the average dollar amount of annual compensation increase for all active employees. The average dollar increase for all active employees was approximately \$12,200, resulting in a COLA of approximately \$6,100 for each member in this group. All future COLAs remain unchanged.
- Members in pay status hired on or after July 1, 1993 will receive a one-time COLA equal to 50% of the percentage compensation increase granted to active employees. Therefore, the COLA would equal 50% of 2.50%, or 1.25%. All future COLAs remain unchanged.

The attached exhibit shows the results of our analysis. **If the attached exhibit is distributed, please include a copy of this cover letter in its entirety.**

The results included herein were developed using models intended for valuations that use standard actuarial techniques as well as a model to develop long term funding projections. We have



Mr. Scott Jackson  
May 13, 2022  
Page 2

reviewed the models, including their inputs, calculations, and outputs for consistency, reasonableness, and appropriateness to the intended purpose and in compliance with generally accepted actuarial practice and relevant actuarial standards of practice. The models, including all input, calculations, and output may not be appropriate for any other purpose.

We have not explored any legal issues with respect to the proposal. We are not attorneys and cannot give legal advice on such issues. The consultants who worked on this assignment are pension actuaries. Milliman's advice is not intended to be a substitute for qualified legal or accounting counsel.

Except as noted above, our calculations are based on the actuarial methods and assumptions we used for our July 1, 2020 valuation and assume the compensation increases and COLAs were made effective on that date. In addition, our calculations are based on the census data that we used in our July 1, 2020 actuarial valuation. The actual cost will depend on the final form of the plan changes, the effective date, and the eligible members at that time.

The long range forecasts assume that the City will pay the Actuarially Determined Contribution each year, the assets will return 7.125% on a market value basis each year, and there are no future changes in the plan provisions, actuarial methods, or assumptions. Terminating and retiring active members are assumed to be replaced by new hires with the same age / pay / gender characteristics as those hired in the past few years. For purposes of this forecast, the amortization period declines to 1 year to illustrate the progress of the plan towards becoming fully funded; in actual practice the amortization period will be not less than 10 years to shield the City from contribution volatility. In addition, we have updated the baseline projection from our July 1, 2020 valuation and the proposed projection to assume that the amortization of the Unfunded Accrued Liability is never less than \$0. This allows for a more transparent analysis of the impact of the proposal on future Actuarially Determined Contributions. The proposed changes do not materially impact the analysis of risks faced by the plan that was presented in our most recent valuation report.

It is certain that actual experience will not conform exactly to the assumptions used in this analysis. To the extent future experience deviates from those assumptions, the results of this analysis could vary from the results presented here. Actual results at each point in time will yield different values, reflecting the actual experience of the plan membership and assets.

We performed a limited review of the data used directly in our analysis for reasonableness and consistency and have not found material defects in the data. If there are material defects in the data, it is possible that they would be uncovered by a detailed, systematic review and comparison of the data to search for data values that are questionable or for relationships that are materially inconsistent. Such a review was beyond the scope of our assignment. If the underlying data or information is inaccurate or incomplete, the results of our analysis may likewise be inaccurate or incomplete and our calculations may need to be revised.

Mr. Scott Jackson  
May 13, 2022  
Page 3

Milliman's work is prepared solely for the internal business use of the City of West Haven. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit or create a legal duty to any third party recipient of its work product, and Milliman may include a legend on its reports so stating. Milliman's consent to release its work product to any third party may be conditioned on the third party signing a Release, subject to the following exceptions: (a) the City may provide a copy of Milliman's work, in its entirety, to the City's professional service advisors who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to benefit the City; and (b) the City may provide a copy of Milliman's work, in its entirety, to other governmental entities, as required by law. No third party recipient of Milliman's work product should rely upon Milliman's work product. Such recipients should engage qualified professionals for advice appropriate to their own specific needs.

The signing actuary is independent of the plan sponsor. I am not aware of any relationship that would impair the objectivity of my work.

I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Jenn".

Jennifer M. Castelhana, FSA  
Consulting Actuary

DP 49 WHV2020COLAProposal051322

# City of West Haven Police Pension Plan

## Cost Impact of Proposed Compensation Increase

### Based on July 1, 2020 Valuation

**Proposed Compensation Increase for all Active Employees** Equal to \$10,000 plus 2.50%

**Impact on Retiree Cost of Living Adjustments** Members in pay status hired prior to July 1, 1993 will receive a one-time COLA equal to 50% of the dollar amount of annual compensation increase granted to active employees holding a rank equivalent to the rank held by the retired member. Since rank information was not readily available at the time of this analysis we have assumed that the COLA is equal to 50% of the average dollar amount of annual compensation increase for all active employees. All future COLAs remain unchanged.

Members in pay status hired on or after July 1, 1993 will receive a one-time COLA equal to 50% of the percentage compensation increase granted to active employees. Therefore, the COLA is equal to 50% of 2.50%, or 1.25%. All future COLAs remain unchanged.

| Fiscal Year Ending | Baseline                            | Proposal                            |                          |
|--------------------|-------------------------------------|-------------------------------------|--------------------------|
|                    | Actuarially Determined Contribution | Actuarially Determined Contribution | Cost / (Savings) to Town |
| 2022               | \$2,598,000                         | \$2,598,000                         | \$0                      |
| 2023               | 4,226,000                           | 6,509,000                           | 2,283,000                |
| 2024               | 4,890,000                           | 7,569,000                           | 2,679,000                |
| 2025               | 5,537,000                           | 8,368,000                           | 2,831,000                |
| 2026               | 6,160,000                           | 9,102,000                           | 2,942,000                |
| 2027               | 6,431,000                           | 9,474,000                           | 3,043,000                |
| 2028               | 6,611,000                           | 9,751,000                           | 3,140,000                |
| 2029               | 6,703,000                           | 9,931,000                           | 3,228,000                |
| 2030               | 6,779,000                           | 10,095,000                          | 3,316,000                |
| 2031               | 6,938,000                           | 10,358,000                          | 3,420,000                |
| 2032               | 7,044,000                           | 10,563,000                          | 3,519,000                |
| 2033               | 884,000                             | 1,024,000                           | 140,000                  |
| 2034               | 753,000                             | 870,000                             | 117,000                  |
| 2035               | 663,000                             | 766,000                             | 103,000                  |
| 2036               | 531,000                             | 613,000                             | 82,000                   |
| 2037               | 461,000                             | 532,000                             | 71,000                   |
| 2038               | 466,000                             | 538,000                             | 72,000                   |
| 2039               | 355,000                             | 407,000                             | 52,000                   |
| 2040               | 161,000                             | 183,000                             | 22,000                   |
| 2041               | 64,000                              | 70,000                              | 6,000                    |

This projection is based on the results of the July 1, 2020 actuarial valuation and assumes that there are no future changes in the actuarial methods or assumptions or in the plan provisions. Actual results at each point in time will yield different values, reflecting the actual experience of the plan membership and assets. Terminating and retiring active members are assumed to be replaced by new hires with the same age / pay / gender characteristics as those hired in the past few years. For purposes of this forecast, the amortization period declines to 1 year to illustrate the progress of the plan towards becoming fully funded; in actual practice the amortization period will be not less than 10 years to shield the City from contribution volatility. In addition, we have updated the baseline projection from our July 1, 2020 valuation and the proposed projection to assume that the amortization of the Unfunded Accrued Liability is never less than \$0. This allows for a more transparent analysis of the impact of the proposal on future Actuarially Determined Contributions.

This work product was prepared solely for the City for the purposes described herein and may not be appropriate to use for other purposes. Milliman does not intend to benefit and assumes no duty or liability to other parties who receive this work. Milliman recommends that third parties be aided by their own actuary or other qualified professional when reviewing the Milliman work product.

# BAILEY MIDDLE SCHOOL CAFETERIA REMODEL AND EXPANSION

- General Contractor services for the construction of an addition and renovations to the existing school cafeteria.
  - Contract Amount – \$1,687,800 (ESSER funding, no City funds being used)
    - Approved by the State approximately 4 months ago.
  - Public RFP
    - RFP issued February 22, 2022
    - Proposals received March 29, 2022
    - 9 bids were received.
    - Evaluation and recommendation of award performed by West Haven Building Committee and project architect, Kaestle Boos
- Full contract included in attachment.

**Time is of the utmost importance in the review of this contract. The work is to be complete by August 15, 2022 before school year begins.**



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the    day of    in the year Two Thousand Twenty-Two  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

City of West Haven acting through the  
Board of Education of the  
West Haven Public Schools  
355 Main Street  
West Haven, CT 06516

and the Contractor:  
(Name, legal status, address and other information)

W.J. Mountford Company  
170 Commerce Way  
South Windsor, CT 06074

for the following Project:  
(Name, location and detailed description)

Cafeteria Addition and Renovations – Bailey Middle School  
106 Morgan Lane  
West Haven, CT 06516  
The Architect:  
(Name, legal status, address and other information)

Kaestle Boos Associates, Inc.  
416 Slater Road, P.O. Box 2590  
New Britain, CT 06050-2590

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**TABLE OF ARTICLES**

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

**EXHIBIT A INSURANCE AND BONDS** - See insurance limits of coverage in AIA 201-2017, General Conditions of the Contract for Construction, *Article 11- Insurance and Bonds, Paragraph 11.1.2.*

**ARTICLE 1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplemental, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

**ARTICLE 2 THE WORK OF THIS CONTRACT**

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

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

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement. This supersedes the provision in Exhibit B that the Work will commence upon Notice to Proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

**§ 3.3 Substantial Completion**

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work on or before August 31, 2022, time being of the essence.

*(Check one of the following boxes and complete the necessary information.)*

[The rest of this page is intentionally left blank.]

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

|   |   |
|---|---|
| <p><b>Portion of Work</b><br/><b>Entire job</b></p> | <p><b>Substantial Completion</b><br/><b>August 31, 2022</b><br/><b>Final Completion</b><br/><b>Date September</b><br/><b>30, 2022</b></p> |
|---|---|

**ADDITIONAL WORK MUST BE APPROVED BY OWNER, SO THAT ADJUSTMENTS ARE MADE TO THE CONTRACT TIME.**

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Eighty-Seven Thousand Eight Hundred Dollars and Zero Cents ( \$ 1,687,800.00 ), subject to additions and deductions as provided in the Contract Documents.

|              |                       |
|--------------|-----------------------|
| Base Bid     | \$1,671,000.00        |
| Alternate    | \$16,800.00           |
| No. 1        | <b>\$1,687,800.00</b> |
| <b>TOTAL</b> |                       |

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum: Form of Proposal as set forth in Exhibit B.

| Item                                     | Price       |
|--|-------------|
| Alternate No. 1 - Roof Construction Type | \$16,800.00 |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
|------|-------|---------------------------|

§ 4.3 Allowances, if any, included in the Contract Sum: Form of Proposal as set forth in Exhibit B. *(Identify each allowance.)*

| Item | Price |
|------|-------|
|------|-------|



§ 4.4 Unit prices, if any: Form of Proposal as set forth in Exhibit B.  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| <b>Item</b> | <b>Units and Limitations</b> | <b>Price per Unit (\$0.00)</b> |
|-------------|------------------------------|--------------------------------|
|-------------|------------------------------|--------------------------------|

§ 4.5 Liquidated damages, if any: NA

[The rest of this page is intentionally left blank.]

*(Insert terms and conditions for liquidated damages, if any.)*

§ 4.6 Other:

*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.) NA*

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Thirtieth day of the Same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
- .1 The aggregate of any amounts previously paid by the Owner;
  - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
  - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
  - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
  - .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:  
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Five Percent (5.00%)

§ 5.1.7.1.1 The following items are not subject to retainage:  
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:  
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:  
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. *(Insert rate of interest agreed upon, if any.)*

NA

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction (to the extent

Mediation does not resolve the applicable Claim)

Other *(Specify: Refer to Section 15.3 Mediation of AIA Document A201-2017)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner as provided in Article 14 of AIA Document A201-2017.

*(Paragraphs deleted)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:  
*(Name, address, email address, and other information)*

Kenneth Carney, Project  
Coordinator  
West Haven Public Schools  
355 Main Street  
West Haven, CT 06516

§ 8.3 The Contractor's representative:  
*(Name, address, email address, and other information)*

Scott P. Mountford, President  
W.J. Mountford Company  
170 Commerce Way South  
Windsor, CT 06074

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds (See insurance limits of coverage in AIA 201-2017, General Conditions of the Contract for Construction, Article 11- Insurance and Bonds, Paragraph 11.1.2) and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101-2017 Exhibit A, (See insurance limits of coverage in AIA 201-2017, General Conditions of the Contract for Construction, Article 11- Insurance and Bonds, Paragraph 11.1.2) and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article I of AIA Document A201-2017, may be given in accordance with AIA Document E203 - 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:  
*(ff other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions: In the event of any conflict among the documents that comprise the Contract, the following priority of documents shall apply:

1. This document (A101);
2. AIA 201-2017; and
3. The Exhibits or other attachments to this document.

There shall be no damages or other sums payable by Owner to Contractor for delay of any kind due to any cause, with a potential extension of the Contract Time being Contractor's sole and exclusive remedy for delay.

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document AIA 201-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101n1\_2017, Exhibit A, Insurance (See **insurance limits of coverage in AIA 201-2017, General Conditions of the Contract for Construction, Article 11- Insurance and Bonds, Paragraph 11.1.2**)

.5 Drawings -As set forth in Exhibit D

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

.6 Specifications - As set forth in Exhibit C

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

.7 Addenda, if any: None

[The rest of this page is intentionally left blank.]

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

**.8 Other Exhibits:**

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

See §9.1.9 below.

AIA Document E204TM\_2017, Sustainable Projects Exhibit, dated as indicated below:  
*(insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

**.9 Other documents, if any, listed below:**

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A20 JHL2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

AIA Document A101-2017, Exhibit A, Insurance and Bonds - **(See insurance limits of coverage in AIA 201-2017, General Conditions of the Contract for Construction, Article 11- Insurance and Bonds, Paragraph 11.1.2)**- enumerated in the Table of Contents - contained in the Project Manual as set forth in Exhibit 0

Bid Proposal - submitted by W.J. Mountford Company as set forth in Exhibit B

All Documents Enumerated in the Table of Contents - contained in the Project Manual as set forth in Exhibit C

List of Drawings - contained in the Project Manual as set forth in Exhibit D

Performance, Labor and Material Payment Bond - submitted by W.J. Mountford Company as set forth in Exhibit E

Certificate of Insurance - submitted by W.J. Mountford Company as set forth in Exhibit F

AJA Document A70 1 and the Invitation to Bid - contained in the Project Manual as set forth in Exhibit G

Construction Schedule as set forth in Exhibit H

Notice of Award Letter from the City of West Haven, dated April 1, 2022, as set forth in Exhibit I

This Agreement entered into as of the day and year first written above.

**OWNER**

**CONTRACTOR**

By: Nancy R. Rossi, Mayor

By: Scott P. Mountford, President



BAILEY MIDDLE SCHOOL  
WEST HAVEN, CT

CAFETERIA ADDITION AND RENOVATIONS  
KBA #21029.00

**EXHIBIT B**

**FORM OF PROPOSAL**

**CAFETERIA ADDITION AND RENOVATIONS  
BAILEY MIDDLE SCHOOL  
WEST HAVEN, CT**

**TO: Ms. Wilma Petro, CPM, acting Director of Procurement  
City of West Haven – City Hall  
355 Main Street, 3<sup>rd</sup> Floor  
West Haven, CT 06516**

Pursuant to and in compliance with your "Invitation to Bid" relating thereto, the undersigned,

W.J. Mountford Co.

\_\_\_\_\_  
(Name of Firm)

having visited the site and carefully examined the Drawings, Bidding Documents and complete Specifications dated **February 18, 2022** together with all Addenda issued and received prior to scheduled closing time for recipient of Bids as prepared by the Architects, KAESTLE BOOS ASSOCIATES, INC., 416 Slater Road, New Britain, Connecticut, hereby offers and agrees as follows:

To provide all labor, materials, and all else whatsoever necessary to erect and properly finish all work in connection with the

**CAFETERIA ADDITION AND RENOVATIONS  
BAILEY MIDDLE SCHOOL  
WEST HAVEN, CT**

to the satisfaction of the Architect and Owner for the sum of:

1,671,000<sup>00</sup> (\$ \_\_\_\_\_)  
(in Figures)

one million six hundred seventy one thousand dollars  
(in Words)

to provide all labor, materials, and all else whatsoever necessary to construct all improvements described in the specifications including Allowances.

If awarded this Contract, we will execute a Contract with the **City of West Haven**, Owner of the property.

**CONTRACT TIME**

Contractor agrees to commence work within 30 days from Notice to Proceed and substantially complete on August 31, 2022. Contractor agrees to final completion in 15 calendar days upon substantial completion.

UNIT PRICES

Should the amount of improvements required be increased or decreased due to special considerations found at the site or because of a request of the City of West Haven, the undersigned agrees that the following supplemental UNIT PRICES will be the basic price in place for computing the EXTRA or CREDIT.

Each UNIT PRICE shall include all equipment, tools, labor, permits, fees, etc., incidental to the installation and completion of the work involved.

The amounts shown are net changes to the Contract for additional work and include the Contractor's and any Subcontractor's amounts for overhead and profit. For deleted work, the net credit to the Contract shall be 10% less.

All work is to be accomplished in accordance with applicable Sections of the Specifications.

C.Y. = cubic yard                      S.F. = square foot  
S.Y. = square yard                    V.F. = vertical foot  
L.F. = linear foot                      EA = Each

ITEMS

1. Structural Steel, more than 30 LBS/L.F. – New Construction – Erected Structural Steel of more than 30 lbs/l.f., fabricated beams, girders, and columns, including shop drawings, detailing, engineering, shop and field connections, bearing plates, and painting, according to Division 05 Section "Structural Steel Framing".  
\$ 8,500 \_\_\_\_\_ Ton  
(in Figures)  
Eight thousand five hundred \_\_\_\_\_ Ton  
(in Words)
  
2. Structural Steel, less than 30 LBS/L.F. - New Construction – Erected Structural Steel of less than 30 lbs/l.f., fabricated beams, girders, and columns, including shop drawings, detailing, engineering, shop and field connections, bearing plates, and painting, according to Division 05 Section "Structural Steel Framing."  
\$ 9,500.00 \_\_\_\_\_ Ton  
(in Figures)  
Nine thousand five hundred \_\_\_\_\_ Ton  
(in Words)
  
3. Structural Steel, more than 30 LBS/L.F. - Existing Construction – Erected Structural Steel of more than 30 lbs/l.f., fabricated beams, girders, and columns, including shop drawings, detailing, engineering, shop and field connections, bearing plates, and painting, according to Division 05 Section "Structural Steel Framing."  
\$ 10,000.00 \_\_\_\_\_ Ton  
(in Figures)  
Ten thousand \_\_\_\_\_ Ton  
(in Words)

4. **Structural Steel, less than 30 LBS./L.F. - Existing Construction** – Erected Structural Steel of less than 30 lbs/l.f., fabricated beams, girders, and columns, including shop drawings, detailing, engineering, shop and field connections, bearing plates, and painting, according to Division 05 Section "Structural Steel Framing."
- |                           |     |
|---------------------------|-----|
| \$ 10,500                 | Ton |
| (in Figures)              |     |
| Ten thousand five hundred | Ton |
| (in Words)                |     |
5. **Structural Fill** – Structural fill (in place) including compaction according to Division 31 Section "Structural Fill."
- |              |      |
|--------------|------|
| \$ 49.00     | C.Y. |
| (in Figures) |      |
| Forty nine   | C.Y. |
| (in Words)   |      |
6. **Floor Preparation** – Furnish and install self-leveling underlayment of more than ¼" up to ½" thickness according to Division 09 Section "Resilient Tile Flooring."
- |                                    |      |
|------------------------------------|------|
| \$ 5.25                            | S.F. |
| (in Figures)                       |      |
| Five dollars and twenty five cents | S.F. |
| (in Words)                         |      |
7. **Fire Alarm Horn/Strobe** – Fire Alarm Horn/Strobe, including 30-feet of wiring, raceway, programming, testing, and commissioning in accordance with Division 26 "Electrical" and Division 28, "Electronic Safety and Security."
- |                        |    |
|------------------------|----|
| \$ 450.00              | EA |
| (in Figures)           |    |
| Four hundred and fifty | EA |
| (in Words)             |    |

ALTERNATES

The undersigned Bidder further proposed and agrees that should the following Alternates be accepted and included in the Contract, the amount of the Lump sum Bid, as heretofore stated, shall be adjusted by the amount of said Alternates. All materials and workmanship shall be in strict accordance with the Drawings and specification and shall be in place prices. Owner shall have the right to accept Alternates in any order or combination. Determination of the lowest qualified responsible bidder shall be based on the lump sum of the base bid and any alternates accepted.

Alternate No. 1: Alternate Roof Construction Type

1. Provide aluminum standing-seam metal roof on continuous high temperature self-adhered underlayment on ¾" exposure-1 plywood on one layer of 3" rigid ISO insulation on one layer of 2 ½" rigid ISO insulation on 3" acoustic metal deck, in lieu of PVC membrane roofing.

\$ 16 800<sup>00</sup>  
(in Figures)

Sixteen Thousand Eight Hundred Dollars  
(in Words)

Alternate No. 2: Laminated Security Glass

1. Provide insulating Laminated Security Glass up to 7'-0" A.F.F. in lieu of insulated tinted glazing in exterior aluminum storefront (Third horizontal mullion from the finish floor.)
2. Provide insulating Laminated Security Glass in entry Door A101 in lieu of insulated tinted glazing (doors only).

\$ 33 500<sup>00</sup>  
(in Figures)

Thirty Three Thousand Five Hundred Dollars  
(in Words)

BAILEY MIDDLE SCHOOL  
WEST HAVEN, CT

CAFETERIA ADDITION AND RENOVATIONS  
KBA #21029.00

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The Bid includes Addenda listed below and they are hereby acknowledged:

Addendum No. # 1 Dated 3/9/2022  
Addendum No. # 2 Dated 3/22/2022  
Addendum No. # \_\_\_\_\_ Dated \_\_\_\_\_

ATTACHMENTS

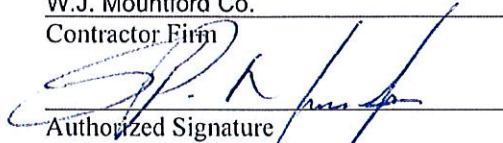
Enclosed herewith, is the Bid Security which is in the form of:

Bid Bond (  ) Certified Check (  )

In the Amount of  
\$ 10% of the bid Dollars  
(in Figures)  
\$ ten percent of the bid Dollars  
(in Words)

SIGNATURE

W.J. Mountford Co.  
Contractor Firm

  
Authorized Signature

Scott P. Mountford, President  
Printed Name and Title

170 Commerce Way  
Business Address

South Windsor, CT  
City and State

860-291-9448  
Telephone Number

860-289-6382  
Telephone Fax Number

# AIA® Document A310™ – 2010

## Bid Bond

### CONTRACTOR:

*(Name, legal status and address)*

W.J. Mountford Company  
170 Commerce Way  
South Windsor, CT 06074

### SURETY:

*(Name, legal status and principal place of business)*

Nationwide Mutual Insurance Company  
7 World Trade Center, 250 Greenwich Street, 37th Floor  
New York, NY 10007

### OWNER:

*(Name, legal status and address)*

City of West Haven acting through the  
Board of Education of the  
West Haven Public Schools  
355 Main Street  
West Haven, CT 06516

**BOND AMOUNT:** \$ Ten Percent of the Amount Bid (10%)

### PROJECT:

*(Name, location or address, and Project number, if any)*

Cafeteria Addition and Renovations –Bailey Middle School  
106 Morgan Lane  
West Haven, CT 06516  
Bid No. 2022-06

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Int.

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User Notes:

(1316382062)

furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this <sup>29th</sup> day of March, 2022

Jennifer Falk  
(Witness)

[Signature]  
(Witness)

W.J. Mountford Company  
(Contractor as Principal) (Seal)

[Signature]  
(Title) Scott P. Mountford, President

Nationwide Mutual Insurance Company  
(Surety) (Seal)

[Signature]  
(Title) Wendy Krystopa, Attorney In Fact

Init.  
/

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ERIK PARTRIDGE, JAMES NELSON, KIMBERLEY S. CONNOLLY,  
MAUREEN PERO, TIMOTHY DEFFLEY, WENDY KRYSSTOPA, MATTHEW COCCO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

Notary Public  
My Commission Expires  
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 29th day of March, 2022

Assistant Secretary



# AIA<sup>®</sup> Document A305™ – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

**SUBMITTED TO:** City of West Haven

**ADDRESS:** 355 Main Street, West Haven, CT 06516

**SUBMITTED BY:** W.J. Mountford Co.

**NAME:** W.J. Mountford Co.

**ADDRESS:** 170 Commerce Way, South Windsor, CT

**PRINCIPAL OFFICE:** 170 Commerce Way, South Windsor, CT

- Corporation
- Partnership
- Individual
- Joint Venture
- Other

**NAME OF PROJECT (if applicable):** Cafeteria Addition and Renovations –Bailey Middle School

**TYPE OF WORK (file separate form for each Classification of Work):**

- General Construction
- HVAC
- Electrical
- Plumbing
- Other (please specify)

### § 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? 32

§ 1.2 How many years has your organization been in business under its present business name? 32

§ 1.2.1 Under what other or former names has your organization operated? None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: October 27, 1989

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

- § 1.3.2 State of incorporation: Connecticut
- § 1.3.3 President's name: Scott P. Mountford
- § 1.3.4 Vice-president's name(s)  
Leo Desautels

- § 1.3.5 Secretary's name: Leo Desautels
- § 1.3.6 Treasurer's name: Natalie Jurkovic

§ 1.4 If your organization is a partnership, answer the following: N/A

- § 1.4.1 Date of organization:
- § 1.4.2 Type of partnership (if applicable):
- § 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following: N/A

- § 1.5.1 Date of organization:
- § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals: N/A

## § 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Major Contractor License #0900574

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

State of Connecticut

## § 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Carpentry, Concrete Masonry, General Building Group C, General Trades

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. Projects listed completed in the last five years must be of a similar size and scope to this project and must be completed under the same company name/corporate structure for a minimum of five years.

See attached

§ 3.4.1 State total worth of work in progress and under contract:

\$5.2 million

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. Demonstrate to the Owner's satisfaction that these projects were completed in a timely manner. Failure to comply may be grounds for disqualification.

See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$20 million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

Refer to attached resumes

#### § 4. REFERENCES

§ 4.1 Trade References:

See attached references sheet

§ 4.2 Bank References:

See attached references sheet

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:  
Nationwide Mutual Insurance Company  
110 Locust Street, Dept 2006  
Des Moines, IA 5031-2006

§ 4.3.2 Name and address of agent:  
Smith Brothers Insurance  
68 National Drive  
Glastonbury, CT 06033

#### § 5. FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items: We will provide if we are the successful bidder.

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated at this 29th day of March, 2022

Name of Organization: W.J. Mountford

By:

Scott P. Mountford

Title: President

§ 6.2

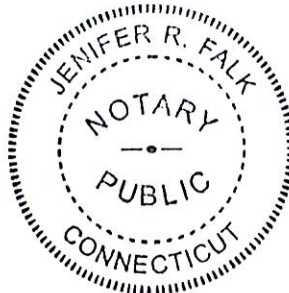
M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 29th day of March, 2022

Notary Public:

Jenifer R. Falk

My Commission Expires: 3/31/2026





**W. J. MOUNTFORD CO.**

GENERAL CONTRACTOR • CONCRETE CONTRACTOR

170 Commerce Way, South Windsor, CT 06074, (860) 291-9448, Fax (860) 289-6382

License #00900574 • www.wjmountford.com

## Construction Projects in Progress

| <u>Project</u>                                      | <u>Owner</u>                  | <u>Architect</u>             | <u>Contract Amount</u> | <u>Percent Complete</u> | <u>Anticipated Completion</u> |
|---|-------------------------------|------------------------------|------------------------|-------------------------|-------------------------------|
| Sunbelt Rentals Uplift                              | Sunbelt Rentals               | Russell & Dawson, Inc.       | \$196,570              | 22%                     | May 2022                      |
| * Glastonbury High School<br>STEAM Education Center | Glastonbury Public<br>Schools | Silver/Petrucci & Associates | \$2,289,028            | 52%                     | August 2022                   |
| * Elementary School at<br>Huckleberry Hill          | Town of Brookfield            | Tecton Architects            | \$1,467,844            | 23%                     | May 2022                      |
| * Westhampton Public Safety<br>Complex              | Town of Westhampton           | Digiorgio Associates, Inc.   | \$3,761,687            | 50%                     | March 2022                    |

(\*) Indicates projects that are bonded



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## Completed Construction Projects

| <u>Project</u>  | <u>Owner</u>                              | <u>Architect</u>                 | <u>Contract Amount</u> | <u>Completion Date</u> |
|---|---|----------------------------------|------------------------|------------------------|
| QVCC Art Room Renovations<br><i>General Contractor</i>  | Connecticut State Colleges & Universities | Id3A, LLC                        | \$968,526              | February 2022          |
| South Windsor High School Façade<br><i>General Contractor</i>                                 | South Windsor Public Schools              | Hibbard & Rosa Architects, LLC   | \$966,444              | December 2021          |
| Hampden Charter School of Science<br><i>General Contractor</i>                                | Hamden Charter School of Science          | JLS Architects                   | \$2,013,736            | August 2021            |
| Holyoke Community College Roof Replacement & Mechanical Upgrades<br><i>General Contractor</i> | Holyoke Community College                 | Pfeufer/Richardson PC Architects | \$2,437,012            | August 2021            |
| Longmeadow Adult Center<br><i>General Contractor</i>  | Town of Longmeadow                        | Catlin & Petrovik Architects     | \$11,317,567           | May 2021               |
| Longmeadow Public Works Facility<br><i>General Contractor</i>                                 | Town of Longmeadow                        | Weston & Sampson Engineers, Inc. | \$16,569,368           | February 2021          |
| Brimfield Public Safety<br><i>General Contractor</i>  | Town of Brimfield                         | Jones Whitsett                   | \$3,943,352            | July, 2020             |
| South End Middle School<br><i>General Contractor</i>  | City of Springfield                       | CGKV Architects                  | \$1,206,068            | September, 2019        |
| East Forest Park Library<br><i>General Contractor</i>   | City of Springfield                       | Johnson Roberts Associates       | \$7,958,121            | September, 2019        |
| ECSU - Shafer Hall<br><i>General Contractor</i>   | ECSU                                      | Stantec                          | \$2,553,437            | July, 2019             |
| Chicopee Public Safety Facility - Phase 2<br><i>General Contractor</i>                        | City of Chicopee                          | Caolo & Bienick Associates, Inc. | \$4,113,371            | September, 2019        |

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| <u>Project</u>   | <u>Owner</u>                               | <u>Architect</u>   | <u>Contract Amount</u> | <u>Completion Date</u> |
|--|--|--|------------------------|------------------------|
| Patrick Bowe Elementary and Chicopee Academy at Selser School<br><i>General Contractor</i>       | City of Chicopee                           | Turowski 2 Architecture                                  | \$2,827,751            | February, 2019         |
| CREC Academy of Arts and Innovation<br><i>General Contractor</i>                                 | Capitol Region Education Co.               | The Fusco Corporation                                    | \$325,815              | February, 2019         |
| Balliet Middle School<br><i>General Contractor</i>   | City of Springfield, MA                    | Gale Associates, Inc.                                    | \$784,412              | August, 2018           |
| Thomas M. Balliet School<br><i>General Contractor</i>  | Town of Springfield, MA                    | Gale Associates, Inc.                                    | \$1,821,641            | April, 2018            |
| Agawam Department of Public Works Garage Masonry Stabilization<br><i>General Contractor</i>      | Town of Agawam, MA                         | Casella Design Associates, LLC, Division of Architecture | \$398,386              | April, 2018            |
| MGM Resorts Holyoke CC Center for Hospitality & Culinary Excellence<br><i>General Contractor</i> | Holyoke Community College Foundation, Inc. | HKT Architects   | \$5,052,734            | April, 2018            |
| Paul J. Fenton Public Safety Annex<br><i>General Contractor</i>                                  | City of Springfield, MA                    | OMR Architects   | \$9,314,602            | February, 2018         |
| Chicopee Public Safety Facility<br><i>General Contractor</i>                                     | City of Chicopee, MA                       | Caolo & Bieniek Associates, Inc.                         | \$3,032,346            | December, 2017         |
| Henry James Memorial School<br><i>General Contractor</i>   | Town of Simsbury, CT                       | Kaestle Boos Associates, Inc.                            | \$1,924,785            | October, 2017          |
| Palmer Town Hall<br><i>General Contractor</i>  | Town of Palmer, MA                         | Architectural Insights                                   | \$1,008,429            | September, 2017        |
| DESPP HQ Restacking<br><i>General Contractor</i>   | State of Connecticut                       | Moser Pilon Nelson Architects, LLC                       | \$1,493,064            | September, 2017        |
| Middlesex Hospital Linac Addition<br><i>General Contractor</i>                                   | Middlesex Hospital                         | The S/L/A/M Collaborative                                | \$218,231              | June, 2017             |
| New Police Facility for the Town of Wilbraham<br><i>General Contractor</i>                       | Town of Wilbraham                          | Tecton Architects pc                                     | \$5,686,208            | June, 2017             |

## **Leo R. Desautels**

### *Vice President*

As a project manager and estimator Leo Desautels is responsible for overseeing projects from the bidding phase through project completion. On negotiated projects Leo is responsible for preparing preliminary estimates, providing value-engineering suggestions and soliciting the necessary subcontractor and supplier pricing required to complete the project. Leo's responsibilities for projects under his management include purchasing, contract administration, scheduling, approval of billings, cost projections, administering job meetings, processing all shop drawings and submittals and overall project coordination.

### *Construction Experience*

|                            |  |                 |
|----------------------------|--|-----------------|
| W. J. Mountford, Inc.      | Project Manager / Estimator            | 1993 to Present |
| Integrity Builders, Inc.   | Project Manager / Field Superintendent | 1989 to 1993    |
| Charles Jewett Corporation | Assistant Project Manager / Estimator  | 1988 to 1989    |

### *Project Experience (Partial List)*

| <u>Project Name</u>                        | <u>Project Duties*</u> | <u>Architect</u>                      | <u>Approximate Cost</u> |
|--|------------------------|---------------------------------------|-------------------------|
| Forestville K-8 School                     | M                      | O&G Industries                        | 2,483,700               |
| SCSU Farnham Hall                          | M                      | OakPark Architects                    | 4,366,900               |
| Rock Ave over Five Mile River Bridge       | M                      | Milton Beebe & sons                   | 331,861                 |
| Plum Island Animal Control Facility        | M                      | Whiting Turner                        | 2,495,250               |
| UCONN Research Facility                    | M                      | FIP Construction                      | 543,935                 |
| Atwater Memorial Library                   | M                      | Pinnacle One                          | 134,000                 |
| North Branford Intermediate School         | M                      | Turner Construction                   | 1,265,943               |
| East Haddam 4-8 School                     | M                      | Kaestle Boos Architects               | 1,133,000               |
| Simsbury Public Library                    | M                      | Kenyon & Cutler Architects            | 4,639,000               |
| Middlesex Hospital Emergency               | M                      | Whiting Turner                        | 2,197,500               |
| Thompson Schools                           | M                      | Gilbane Building Co.                  | 1,581,800               |
| Plymouth High School                       | M                      | Jeter, Cook & Jepson Architects       | 1,384,000               |
| Manchester High School                     | M                      | Design Partnership of Cambridge, Inc. | 926,000                 |
| Andover Elementary School                  | M                      | Lawrence Associates                   | 1,411,000               |
| Mary D. Edwards/ Willington Public Library | M                      | Kenyon & Cutler Architects            | 2,726,797               |
| Bristol Public Library                     | M                      | Tuthill & Wells Architects            | 8,603,735               |
| Thomaston High School                      | M                      | Fletcher & Thompson                   | 1,033,784               |
| Canton Jr./Sr. High School                 | M                      | Tai Soo Kim Partners                  | 2,485,679               |
| Farmington High School                     | E+M                    | Moser, Pilon & Nelson Architects      | 5,537,644               |
| Portland Secondary Schools                 | M                      | Kaestle Boos Architects               | 1,613,038               |
| Plainfield High School                     | M                      | Jeter, Cook & Jepson                  | 1,835,681               |
| Silas Deane Middle School                  | M                      | Friar Associates                      | 2,272,045               |
| Head Start School                          | M                      | Jeter, Cook & Jepson                  | 2,178,111               |
| John F. Kennedy Middle School              | M                      | Jeter, Cook & Jepson                  | 2,283,957               |
| Enfield Street Elementary School           | M                      | Jeter, Cook & Jepson                  | 2,242,932               |
| Henry Barnard Elementary School            | M                      | Jeter, Cook & Jepson                  | 2,534,598               |
| Eli Whitney Elementary School              | M                      | Jeter, Cook & Jepson                  | 2,591,700               |
| Edgar G. Parkman Elementary School         | M                      | Jeter, Cook & Jepson                  | 2,603,427               |
| Hazardville Memorial Elementary School     | M                      | Jeter, Cook & Jepson                  | 2,012,775               |
| East Granby High School                    | M                      | OakPark Associates                    | 6,790,000               |

\* (Duties - E= Estimated, M= Managed, S= Supervised)

### *Education*

Bachelor of Science, Construction Engineering Technology  
Central Connecticut State University

### *Computer Knowledge*

Microsoft Project Scheduler  
Microsoft Office Suite



## **Scott P. Mountford**

*President / Owner*

As President, Scott Mountford provides the overall leadership for all company operations. Scott monitors the status of all projects on a continual basis and commits the resources necessary to complete the projects on time and within the budget parameters established. In addition to his responsibilities as president, Scott also continues to estimate and manage projects.

### ***Construction Experience***

W. J. Mountford, Inc.                      President, Vice-President, Project Manager / Estimator 1989 to Present  
Charles Jewett Corporation              Project Manager, Superintendent, Field Engineer 1980 to 1989

### ***Project Experience (Partial List)***

| <u>Project Name</u>                            | <u>Project Duties*</u> | <u>Architect</u>            | <u>Approximate Cost</u> |
|--|------------------------|-----------------------------|-------------------------|
| Carla's Pasta                                  | E & M                  | The Dennis Group            | 953,105                 |
| John Wallace Middle School                     | E                      | Jeter Cook & Jepson         | 2,900,000               |
| Longview Middle School                         | E                      | Moser Pilon Nelson          | 7,604,300               |
| Smalley Elementary School – Addns. and Renov.  | E & M                  | Friar Associates            | 3,249,000               |
| Doolittle Elementary School                    | E & M                  | Fletcher Thompson           | 4,635,000               |
| Pulaski Middle School                          | E & M                  | Friar Associates            | 843,000                 |
| Smith Elementary School                        | E & M                  | Friar Associates            | 994,000                 |
| Slade Middle School                            | E & M                  | Friar Associates            | 843,000                 |
| Jefferson Elementary School – 1993 Alterations | M                      | Friar Associates            | 2,017,000               |
| Bloomfield Fire House Additions & Alteration   | M                      | Kaestle Boos Associates     | 2,280,000               |
| Eastford Elementary School                     | E & M                  | A. C. Wiedie                | 980,000                 |
| Hartland Elementary School                     | E & M                  | J. S. Alicata               | 1,825,000               |
| Antofini School                                | M                      | Kaestle Boos Associates     | 2,100,000               |
| VNA Daycare                                    | E & M                  | T. K. Burns                 | 190,000                 |
| SNET – Moodus Central Office                   | M                      | SNET                        | 110,000                 |
| Imprint – North Haven Additions                | M                      | Stephenson Associates       | 500,000                 |
| SNET #6 Switching Station                      | M                      | Moser Pilon Nelson          | 700,000                 |
| McLean Home – 60 Bed Addn. & Renovations       | M & S                  | Russell Gibson Von Dohlen   | 6,070,000               |
| Edgewood & Stafford Schools – Bristol          | M                      | C. J. Lawler                | 3,500,000               |
| Federal Express – East Hartford Renovations    | M & S                  | Hohenshau Associates        | 400,000                 |
| Wesleyan University Harriman Hall Renov.       | Field M                | Perry/Dean/Rodgers/Partners | 1,836,000               |

\* (Duties - E= Estimated, M= Managed, S= Supervised)

### ***Education***

Associate of Science, Civil Engineering Technology  
Hartford State Technical College

### ***Computer Knowledge***

Microsoft Office Suite  
Microsoft Project Scheduler

## David Stevens

### Safety Officer

#### Construction Experience

|                            |  |                 |
|----------------------------|--|-----------------|
| W. J. Mountford Co.        | Safety Officer/Project Close Out Coordinator | 2002 to Present |
| W.J. Mountford Co.         | Assistant Superintendent/Carpenter/Laborer   | 1993 to 2002    |
| Metropolitan Life Ins. Co. | Sales  | 1988 to 1991    |
| U.S. Military              | U.S. Navy CB's Construction Mechanic         | 1980 to 1988    |

#### Project Experience (partial list)

| <u>Project Name</u>                    | <u>Project Duties*</u> | <u>Architect</u>        | <u>Approximate Cost</u> |
|--|------------------------|-------------------------|-------------------------|
| Enfield Street Elementary School       | SO, PCC                | Jeter, Cook & Jepson    | 2,283,686               |
| John F. Kennedy Middle School          | SO, PCC                | Jeter, Cook & Jepson    | 1,981,172               |
| Head Start School                      | SO, PCC                | Jeter, Cook & Jepson    | 2,563,661               |
| Farmington Library                     | SO, PCC                | Tuthill & Wells         | 779,089                 |
| Daniel Hand High School                | SO                     | Jeter, Cook & Jepson    | 1,814,381               |
| Farmington Main Street Fire House      | SO                     | Alan Wiedie             | 226,412                 |
| Henry Barnard Elementary School        | SO, PCC                | Jeter, Cook & Jepson    | 2,667,288               |
| Eli Whitney Elementary School          | SO, PCC                | Jeter, Cook & Jepson    | 2,591,700               |
| Edgar G. Parkman Elementary School     | SO, PCC                | Jeter, Cook & Jepson    | 2,603,427               |
| Hazardville Memorial Elementary School | SO, PCC                | Jeter, Cook & Jepson    | 2,012,775               |
| Cragin Memorial Library                | SO, PCC                | Tuthill & Wells         | 3,839,000               |
| East Granby High School                | SO, PCC                | OakPark Architects      | 6,790,000               |
| Andover Elementary School              | PCC                    | Lawrence Associates     | 2,834,500               |
| Suffield High School                   | PCC                    | Jeter, Cook & Jepson    | 1,421,661               |
| East Lyme Middle School                | PCC                    | Friar Associates        | 1,822,911               |
| Granby Memorial High School            | PCC                    | S/L/A/M                 | 2,384,515               |
| Carla's Pasta                          | PCC                    | The Denis Group, LLC    | 953,105                 |
| Windsor Steel Corp                     | PCC                    | Lawrence Associates     | 1,200,000               |
| Manchester Early Learning Center       | PCC                    | Lawrence Associates     | 1,200,000               |
| K-2 Gales Ferry Elementary School      | PCC                    | Kaestle Boos Associates | 3,769,000               |
| Savings Bank of Rockville              | PCC                    | Russell & Dawson        | 2,333,000               |
| Woodland Regional High School          | AS                     | Jeter, Cook & Jepson    | 1,660,000               |
| John Patterson Elementary School       | PCC                    | Jeter, Cook & Jepson    | 2,743,000               |
| Longview Middle School                 | CT, AS                 | Moser, Pilon & Nelson   | 7,604,000               |
| George H. Robertson Elementary School  | PCC                    | Moser, Pilon & Nelson   | 5,470,300               |
| Coventry Grammar School                | PCC                    | Moser, Pilon & Nelson   | 605,000                 |
| John Wallace Middle School             | PCC                    | Jeter, Cook & Jepson    | 2,900,000               |
| East Lyme High School                  | PCC                    | Fletcher Thompson       | 417,000                 |
| Bethany Community School               | PCC                    | Friar Associates        | 5,466,000               |

\* (Duties - SO= Safety Officer, AS = Assistant Superintendent, CT = Carpenter Tender, PCC = Project Close-out Coordinator)

#### Safety Course Certifications

OSHA 30 Hr. Training Program  
First Aid/CPR  
Ground Based Scaffold User  
Forklift Operator

#### Program Administrator Certifications

Respiratory Protection  
Course Trainer OSHA 10 Hr & 30 Hr  
Course Trainer Forklift Operator

#### Computer Knowledge

Microsoft Office Suite

## **Jonathan Jackopsic**

### *Project Manager*

As a project manager Jon Jackopsic is responsible for overseeing projects through to project completion. On negotiated projects Jon is responsible for soliciting the necessary subcontractor and supplier pricing required for completion of the project. Jon's responsibilities for projects under his management include purchasing, contract administration, scheduling, approval of billings, cost projections, administering job meetings, processing all shop drawings and submittals and overall project coordination.

### *Construction Experience*

|                                      |  |                 |
|--------------------------------------|--|-----------------|
| W. J. Mountford, Co.                 | Project Manager / Field Superintendent | 1999 to Present |
| C. D. Builders                       | Field Superintendent                   | 1997 to 1999    |
| Lawrence Fiano Builders & Developers | Field Superintendent                   | 1993 to 1997    |

### *Project Experience (partial list)*

| <u>Project Name</u>                       | <u>Project Duties*</u> | <u>Architect</u>            | <u>Approximate Cost</u> |
|---|------------------------|-----------------------------|-------------------------|
| Balliet Elementary                        | M                      | Gale Associates             | \$1,668,000             |
| Palmer Town Hall                          | M                      | Architectural Insights      | 1,000,000               |
| Fenton Public Safety                      | M                      | OMR Architects              | 9,100,000               |
| South Windsor Emergency Operations Center | M                      | Drumme Roseane Anderson     | 2,184,000               |
| Western Mass Fire Training Academy        | M                      | Dore & Whittier             | 10,000,000              |
| Tunxis Community College                  | M                      | Duboise Associates          | 11,829,000              |
| Holyoke Community Field                   | E & M                  | Vannesse, Hanglin, Brustlin | 2,637,000               |
| Holyoke High School Phase #2              | M                      | Tim Murphy Architects       | 2,718,000               |
| Holyoke Multi-Model Facility              | M                      | VHB Associates              | 1,862,025               |
| Holyoke High School Phase #1              | M                      | Design Partnership          | 12,945,000              |
| Chicopee District Court House             | M                      | Dietz & Company             | 967,120                 |
| Springfield Juvenile Court                | E & M                  | Dimarisini & Wolfe          | 930,634                 |
| Newington Field House                     | E & M                  | Jukunski & Humes            | 1,077,315               |
| E.O. Smith High School                    | M                      | Lawrence Associates         | 2,199,600               |
| Simsbury Public Library                   | M                      | Kenyon & Cutler             | 4,639,000               |
| Dr. Charles Murphy Elementary School      | M                      | Cutter Enterprises, LLC     | 383,800                 |
| Stafford High School                      | M                      | Kaestle Boos Architects     | 958,000                 |
| Willington Senior Center Water System     | E+M                    | Lenard Engineering          | 723,000                 |
| South Windsor Public Works Facility       | E+M                    | Gannett Fleming, Inc.       | 1,629,000               |
| Stafford Elementary School                | M                      | Kaestle Boos Architects     | 1,534,000               |
| Hebron Fire Station #2                    | E+M                    | Lawrence Associates         | 1,872,947               |
| EastConn Magnet School                    | E+M                    | Kaestle Boos Architects     | 1,009,875               |
| Uconn Student Union Building              | E+M                    | Cannon Design               | 1,420,000               |
| Hebron Fire Station                       | M                      | Lawrence Associates         | 1,948,500               |
| Stafford High School                      | M                      | Kastle Boos Architects      | 958,000                 |

\*(Duties - E = Estimator, AM= Assistant Project Manager, M= Managed, S= Supervised)

### *Education*

Manchester Community College

### *Computer Knowledge*

Microsoft Project Scheduler  
Microsoft Office Suite

**Patrick Courtois**

*Superintendent/Carpenter Foreman*

**Construction Experience**

|                         |                                |                 |
|-------------------------|--------------------------------|-----------------|
| W. J. Mountford, Co.    | Carpenter/Field Superintendent | 2001 to Present |
| Eagle Windows and Doors | Carpenter/ Field Coordinator   | 1991 to 2001    |

**Project Experience (Partial List)**

| <u>Project Name</u>  |                    | <u>Approximate Cost</u> |
|--|--------------------|-------------------------|
| <u>Longmeadow Department of Public Works - Present</u>   |                    | \$15,601,335            |
| <u>Project Summary:</u><br>Construction of a new Public Works Facility. Demolition of the current facility, construction of a pre-engineered building to support the operations. |                    |                         |
| <u>Project Contacts:</u>   |                    |                         |
| Town of Longmeadow   | Stephen Crane      | 413-565-4110            |
| Weston and Sampson Engineers   | Michael Richard    | 860-513-1473            |
| <u>Holyoke Community College</u>   |                    | \$4,900,000             |
| <u>Project Summary:</u><br>Renovation for School classrooms.   |                    |                         |
| <u>Project Contacts:</u>   |                    |                         |
| Holyoke Community College  | Dan Campbell       | 413-538-7000            |
| HKT Architects   | Eric Kluz          | 617-776-6545            |
| <u>Agawam Department of Public Works</u>   |                    | \$422,061               |
| <u>Project Summary:</u><br>Removal of existing masonry, loose mortar, wall flashing within the work areas, new structural steel angles and tees.                                 |                    |                         |
| <u>Project Contacts:</u>   |                    |                         |
| Town of Agawam   | Jennifer Bonfiglio | 413-726-9742            |
| Casella Design   | Ray Casella        | 413-786-0318            |

| <u>Additional Projects:</u>                      | <u>Project Description</u>  | <u>Architect</u>           | <u>Approximate Cost</u> |
|--|-----------------------------|----------------------------|-------------------------|
| Chicopee Public Safety                           | Renovations                 | Caolo & Bieniek            | \$3,000,000             |
| Chicopee Public Safety – Phase 2                 | Renovations – Phase 2       | Caolo & Bieniek            | 3,895,908               |
| District #2 Northampton DOT Admin Bldg           | Addition & Renovation       | BKA Architects, Inc.       | 5,756,482               |
| Central Conn. State University, Public Safety    | New Building                | ID3A, LLC                  | 4,662,500               |
| Forestville K-8 School                           | New School – General Trades | CM: O & G Industries, Inc. | 2,501,541               |
| Holyoke Multimodal Facility                      | New Facility                | Vanasse Hangen Brustlin    | 1,862,025               |
| Holyoke High School Phase I                      | Renovation                  | DesignPartnership of Camb. | 12,945,719              |
| Holyoke High School Phase II                     | Renovation                  | Timothy Murphy Architects  | 2,718,000               |
| South Windsor Fire Station                       | New General Trades          | CM: Cutter Enterprises     | 628,368                 |
| Chicopee District Court Life Safety Improvements | Renovation                  | Dietz & Co. Architects     | 967,120                 |

**Safety Course Certifications**

OSHA 30 Hr. Training Program  
Respiratory & Harness Fall Protection Training  
First Aid Certificate

**Education**

Cheney Technical School – Carpenter Training  
Manchester Community College – Business Courses

## **Gregg DeLorenzo**

*Superintendent/Carpenter Foreman*

### **Construction Experience**

W. J. Mountford, Co.

Carpenter Foreman/Field Superintendent

January 2006 to Present

### **Project Experience (Partial List)**

#### Project Name

#### Approximate Cost

ECSU – Shafer Hall

\$2,551,772

#### Project Summary:

Renovation of approximately 68,500 SF building for student dorms.

#### Project Contacts:

|         |              |              |
|---------|--------------|--------------|
| ECSU    | Dean Webber  | 860-306-3292 |
| Stantec | Jess Garnitz | 617-234-3113 |

Bowe & Selser Schools

\$2,844,000

#### Project Summary:

Door and window replacement at Patrick E. Bowe School. Masonry restoration and cleaning. Interior toilet room renovations. Partial roof replacement at Selser School.

#### Project Contacts:

|                        |                   |              |
|------------------------|-------------------|--------------|
| City of Chicopee       | Scott Chapdelaine | 413-594-3417 |
| Turowski2 Architecture | Peter Turowski    | 508-758-9777 |

Henry James – Phase II

\$1,900,000

#### Project Summary:

Alterations to second floor corridors, new single and multi-user toilet rooms, conversion of existing locker rooms to classrooms. Painting of interior metal wall panels in Gymnasium. Modifications to existing elevator. Modifications to existing built-up roofing and installation of fire protection system.

#### Project Contacts:

|                           |                        |              |
|---------------------------|------------------------|--------------|
| Town of Simsbury          | Burke LaClair          | 860-651-3365 |
| Kaestle Boos & Associates | Christopher Musorofiti | 781-335-6465 |

#### Additional Projects:

| <u>Project Description</u>       | <u>Architect</u>                | <u>Approximate Cost</u> |
|----------------------------------|---------------------------------|-------------------------|
| Palmer Town Hall                 | Architectural Insights          | \$937,000               |
| Mercy High School                | Moser Pilon Nelson Architects   | 1,370,000               |
| Henry James Memorial High School | Kaestle Boos Associates         | 963,453                 |
| Putnam High School               | Drummey Roseane Anderson, Inc.  | 1,248,000               |
| West Springfield Library         | Caolo & Bieniek Associates      | 10,837,000              |
| CREC MP & TP                     | The Fusco Corp                  | 3,198,000               |
| Storrs Intermodal                | Gregg Wies + Gardner Architects | 2,002,000               |
| Reggio Magnet School             | Friar Associates, Inc.          | 1,955,102               |
| Tolland Hicks Municipal Center   | Tecton Architects               | 3,720,000               |
| Famham Hall                      | Oak Park Architects             | 4,810,339               |
| Torrington City Hall             | Friar Associates                | 1,671,574               |

This is a short list of projects completed with W.J. Mountford Company. Gregg has been in the construction industry for 31 years in various aspects of the construction field.

#### **Safety Course Certifications**

OSHA 10 Hr. Training Program

NFPA Hot Work Certification

First Aid Certificate

Carpentry Union Apprenticeship Program - 1988



**W. J. MOUNTFORD CO.**

GENERAL CONTRACTOR • CONCRETE CONTRACTOR

170 Commerce Way, South Windsor, CT 06074, (860) 291-9448, Fax (860) 289-6382

License #00900574 • www.wjmountford.com

## References

### BANKING

People's United Bank  
350 Buckland Road  
South Windsor, CT 06074

Robert Gay  
Robert.Gay@peoples.com

(860) 561-6071

### TRADE

#### Pro Tool

126 Calvary St  
Waltham, MA 02453

Tammy Kay Borges

(781) 899-0790 xt 1105  
Fax (781) 899-2482

#### Able Tools

410 Burnham St  
South Windsor, CT 06074

Ron Barnus

(860) 289-2020  
Fax (860) 289-4066

#### Sunbelt Rentals

265 Murphy Rd  
Hartford, CT 06114

Thad Sefton

(860) 604-0869

### CLIENTS

City of Springfield  
Holyoke Community College  
South Windsor Public Schools

Mark Caulton  
Daniel Campbell  
Darrell Crowley

(413) 784-4747  
(413) 538-7000  
(860) 291-1222

### ARCHITECTS

Weston and Sampson Engineers  
CGKV Architects  
Pfeufer/Richardson PC Architects  
Hibbard & Rosa Architects

Michael Richard  
Jason Kutson  
Preston Richardson  
Tom Hibbard

(860) 513-1473  
(617) 504-8196  
(617) 354-3561  
(860) 346-1809 x 701

**PROJECT MANUAL AND SPECIFICATIONS**

|          |                        |
|----------|------------------------|
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| 00 01 12 | PROJECT TEAM DIRECTORY |
| 00 01 15 | LIST OF DRAWINGS       |

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|  | INSTRUCTIONS TO BIDDERS, AIA DOCUMENT A701  |
|  | BID BOND, AIA DOCUMENT A310   |
|  | CONTRACTOR'S QUALIFICATION STATEMENT, AIA DOCUMENT A305                           |
|  | FORM OF PROPOSAL  |
|  | STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR<br>AIA DOCUMENT A101-2017 |
|  | GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA DOCUMENT A201-2017       |
|  | PAYMENT BOND, AIA DOCUMENT A312   |
|  | PERFORMANCE BOND, AIA DOCUMENT A312   |
|  | PREVAILING WAGE RATES   |

**DIVISION 01 – GENERAL REQUIREMENTS**

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| 01 10 00 | SUMMARY   |
| 01 22 00 | UNIT PRICES   |
| 01 23 00 | ALTERNATES  |
| 01 26 00 | CONTRACT MODIFICATION PROCEDURES<br>ASI BLANK<br>RFI RESPONSE BLANK<br>PR BLANK<br>RCOP BLANK |
| 01 29 00 | PAYMENT PROCEDURES  |
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| 01 32 00 | CONSTRUCTION PROGRESS DOCUMENTATION   |
| 01 33 00 | SUBMITTAL PROCEDURES<br>SUBMITTAL REVIEW STAMP  |
| 01 40 00 | QUALITY REQUIREMENTS  |
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| 01 50 00 | TEMPORARY FACILITIES AND CONTROLS   |
| 01 60 00 | PRODUCT REQUIREMENTS<br>SUBSTITUTION REQUEST FORM   |
| 01 73 00 | EXECUTION   |
| 01 73 29 | CUTTING AND PATCHING  |
| 01 74 19 | CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL  |
| 01 77 00 | CLOSEOUT PROCEDURES   |
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| 03 10 00 | CONCRETE FORMING AND ACCESSORIES            |
| 03 20 00 | CONCRETE REINFORCING                        |
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**DIVISION 04 - MASONRY**

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05 50 00 METAL FABRICATIONS

**DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES**

06 10 53 MISCELLANEOUS ROUGH CARPENTRY  
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**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

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07 54 00 THERMOPLASTIC MEMBRANE ROOFING  
07 62 00 SHEET METAL FLASHING AND TRIM  
07 71 00 ROOF SPECIALTIES  
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OPENINGS SCHEDULE  
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**DIVISION 09 – FINISHES**

09 21 16 GYPSUM BOARD ASSEMBLIES  
09 51 13 ACOUSTICAL PANEL CEILINGS  
09 65 13 RESILIENT BASE AND ACCESSORIES  
09 65 19 RESILIENT TILE FLOORING  
09 91 00 PAINTING

**DIVISION 10 - SPECIALTIES**

~~10 14 00 SIGNAGE~~

**DIVISION 11 – EQUIPMENT**

11 40 00 FOOD SERVICE EQUIPMENT

**DIVISION 12 – FURNISHINGS**

12 36 31 SIMULATED STONE

**DIVISION 13 – SPECIAL CONSTRUCTION**

Not included in Specification

**DIVISION 14 – CONVEYING EQUIPMENT**

Not included in Specification



**DIVISION 21 – FIRE SUPPRESSION**

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| 21 05 00 | FIRE PROTECTION BASIC MATERIALS AND METHODS   |
| 21 05 48 | SEISMIC CONTROLS FOR FIRE SUPPRESSION SYSTEMS |
| 21 12 00 | FIRE-SUPPRESSION STANDPIPES                   |
| 21 13 00 | FIRE SUPPRESSION SPRINKLERS                   |

**DIVISION 22 – PLUMBING**

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| 22 05 00 | PLUMBING GENERAL CONDITIONS                            |
| 22 05 16 | EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING       |
| 22 05 17 | SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING           |
| 22 05 23 | GENERAL-DUTY VALVES FOR PLUMBING PIPING                |
| 22 05 29 | HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT |
| 22 05 53 | IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT       |
| 22 07 19 | PLUMBING PIPING INSULATION                             |
| 22 10 05 | PLUMBING PIPING  |
| 22 40 00 | PLUMBING FIXTURES                                      |

**DIVISION 23 - HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**

|          |  |
|----------|--|
| 23 05 00 | MECHANICAL GENERAL CONDITIONS                |
| 23 05 17 | SLEEVES AND SLEEVE SEALS FOR HVAC PIPING     |
| 23 05 19 | METERS AND GAUGES FOR HVAC PIPING            |
| 23 05 23 | GENERAL-DUTY VALVES FOR HVAC PIPING          |
| 23 05 48 | VIBRATION AND SEISMIC CONTROLS FOR HVAC      |
| 23 05 53 | IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT |
| 23 05 93 | TESTING, ADJUSTING, AND BALANCING FOR HVAC   |
| 23 07 13 | DUCT INSULATION                              |
| 23 07 19 | HVAC PIPING INSULATION                       |
| 23 09 00 | DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC |
| 23 09 93 | SEQUENCE OF OPERATIONS FOR HVAC CONTROLS     |
| 23 21 13 | HYDRONIC PIPING                              |
| 23 21 14 | HYDRONIC SPECIALTIES                         |
| 23 25 00 | HVAC WATER TREATMENT                         |
| 23 31 00 | HVAC DUCTS AND CASINGS                       |
| 23 33 00 | AIR DUCT ACCESSORIES                         |
| 23 37 00 | AIR OUTLETS AND INLETS                       |
| 23 72 15 | PACKAGED ROOFTOP UNITS                       |
| 23 83 00 | RADIANT HEATING AND COOLING UNITS            |

**DIVISION 26 - ELECTRICAL**

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| 26 05 00    | ELECTRICAL GENERAL CONDITIONS                      |
| 26 05 05    | SELECTIVE DEMOLITION FOR ELECTRICAL                |
| 26 05 19    | LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES |
| 26 05 26    | GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS       |
| 26 05 29    | HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS        |
| 26 05 33.13 | CONDUIT FOR ELECTRICAL SYSTEMS                     |
| 26 05 33.16 | BOXES FOR ELECTRICAL SYSTEMS                       |
| 26 05 53    | IDENTIFICATION FOR ELECTRICAL SYSTEMS              |
| 26 09 23    | LIGHTING CONTROL DEVICES                           |
| 26 24 16    | PANELBOARDS  |
| 26 27 26    | WIRING DEVICES                                     |
| 26 51 00    | INTERIOR LIGHTING                                  |

**DIVISION 31 – EARTHWORK**

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| 31 10 00 | SITE CLEARING                      |
| 31 20 00 | EARTH MOVING                       |
| 31 23 19 | DEWATERING                         |
| 31 25 00 | EROSION AND SEDIMENTATION CONTROLS |
| 31 25 01 | ENVIRONMENTAL CONTROLS             |

**DIVISION 32 – EXTERIOR IMPROVEMENTS**

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| 32 00 00 | EXTERIOR IMPROVEMENTS       |
| 32 13 13 | CONCRETE PAVING             |
| 32 31 20 | SITE PIPE AND TUBE RAILINGS |
| 32 91 01 | TOPSOIL                     |
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LIST OF DRAWINGS

**EXHIBIT D**

PROJECT COVER

|        |   |
|--------|---|
| R0.01  | GENERAL INFORMATION I                             |
| R1.01  | CODE REFERENCE SHEET / CODE PLANS                 |
| SS1.01 | SITE SURVEY                                       |
| L0.01  | OVERALL SITE PLAN & CONSTRUCTION LOGISTICS PLAN   |
| L1.01  | SITE IMPROVEMENTS PLAN                            |
| L2.01  | SITE DETAILS                                      |
| S0.01  | GENERAL NOTES                                     |
| S1.01  | FOUNDATION AND ROOF FRAMING PLAN                  |
| S2.01  | COLUMN SCHEDULE AND BRACES FRAME DETAILS          |
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| S4.01  | FOUNDATION DETAILS                                |
| S4.02  | ROOF FRAMING DETAILS                              |
| A1.01  | MAIN LEVEL DEMOLITION & PROPOSED FLOOR PLAN       |
| A2.01  | MAIN LEVEL REFLECTED CEILING PLAN                 |
| A3.01  | ROOF PLAN A3.02" "ROOF DETAILS I                  |
| A3.03  | ROOF DETAILS II                                   |
| A5.01  | EXTERIOR ELEVATIONS I                             |
| A6.01  | WALL SECTIONS I                                   |
| A6.02  | WALL SECTIONS II                                  |
| A6.03  | WALL SECTIONS III                                 |
| A7.01  | COLUMN DETAILS I                                  |
| A8.01  | DOOR, FRAME, AND OPENING ELEVATIONS               |
| A9.01  | FLASHING DETAILS I                                |
| A9.02  | MISCELLANEOUS DETAILS I                           |
| A12.01 | FINISH FLOOR PLAN                                 |
| FS1.01 | FOOD SERVICE EQUIPMENT ARRANGEMENT & SCHEDULE     |
| FS1.02 | FOOD SERVICE EQUIPMENT ROUGH-IN & SECTION DETAILS |
| FS1.03 | FOOD SERVICE EQUIPMENT ELEVATION DETAILS          |
| FP1.01 | FIRE PROTECTION PLAN                              |
| P0.01  | PLUMBING GENERAL INFORMATION                      |
| P1.01  | FIRST FLOOR DRAINAGE PLAN                         |
| P1.02  | PLUMBING ROOF PLAN                                |
| P2.01  | FIRST FLOOR PLUMBING SUPPLY PLAN                  |
| M0.01  | MECHANICAL GENERAL INFORMATION                    |
| MD1.01 | FIRST FLOOR MECHANICAL DEMOLITION PLAN            |

- M1.01 FIRST FLOOR MECHANICAL DUCT PLAN
- M1.02 MECHANICAL ROOF PLAN
- M2.01 FIRST FLOOR MECHANICAL PIPE PLAN
- M3.01 MECHANICAL DETAILS
- M3.02 MECHANICAL SCHEDULES & CONTROL DIAGRAMS
  
- E0.01 ELECTRICAL GENERAL NOTES
  
- ED1.01 FIRST FLOOR LIGHTING DEMOLITION PLAN
- ED2.01 FIRST FLOOR POWER DEMOLITION PLAN
- ED2.02 ROOF POWER DEMOLITION PLAN
  
- E1.01 FIRST FLOOR LIGHTING RCP
- E2.01 FIRST FLOOR POWER PLAN
- E2.02 ROOF POWER PLAN
- E3.01 ELECTRICAL SCHEDULES

END LIST OF DRAWINGS

EXHIBIT "E"

Performance, Labor and Material Payment Bond

TO BE INSERTED

EXHIBIT "F"

Certificate of Insurance

TO BE INSERTED

# AIA<sup>®</sup> Document A701<sup>™</sup> – 2018

## Instructions to Bidders

## EXHIBIT G

for the following Project:  
(Name, location, and detailed description)

Cafeteria Addition and Renovations –Bailey Middle School  
106 Morgan Lane  
West Haven, CT 06516

**THE OWNER:**  
(Name, legal status, address, and other information)

City of West Haven acting through the  
Board of Education of the  
West Haven Public Schools  
355 Main Street  
West Haven, CT 06516

**THE ARCHITECT:**  
(Name, legal status, address, and other information)

Kaestle Boos Associates, Inc.  
416 Slater Road, P.O. Box 2590  
New Britain, CT 06050-2590

### TABLE OF ARTICLES

- |   |  |
|---|--|
| 1 | DEFINITIONS                                    |
| 2 | BIDDER'S REPRESENTATIONS                       |
| 3 | BIDDING DOCUMENTS                              |
| 4 | BIDDING PROCEDURES                             |
| 5 | CONSIDERATION OF BIDS                          |
| 6 | POST-BID INFORMATION                           |
| 7 | PERFORMANCE BOND AND PAYMENT BOND              |
| 8 | ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS |

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612<sup>™</sup>–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

See Invitation to Bid



§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect by **5:00 p.m. on March 17, 2022** —last day to receive Request for Information (RFI's).

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

Written requests shall be emailed to the attention of **Wilma Petro, CPM acting Director of Procurement at [wpetro@westhaven-ct.gov](mailto:wpetro@westhaven-ct.gov)**

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### § 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

#### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

All Addenda will be available for viewing electronically in the plan room. It is the responsibility of all prospective bidders to check the plan room and download all addenda prior to submitting bids. Faxes or email of Addenda will not be provided by the Architect.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than three days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

### ARTICLE 4 BIDDING PROCEDURES

#### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents. **Bidders are to submit one (1) original and one (1) copy of their Bid.**

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

#### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

AIA A310 Bid Bond included in the Bid Documents. In the amount of 5% of the total bid.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

#### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

See the Invitation to Bid.

§ 4.3.2 SEE §4.1.1 FOR NUMBER OF COPIES TO SUBMIT Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

#### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

### § 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

### § 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

#### § 5.3.1.1 Prior to award of the Contract, within 7 days, the Contractor is required to:

- a. Provide a construction schedule.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## ARTICLE 6 POST-BID INFORMATION

### § 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### § 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### § 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
- .4 List of Contractor's staff (Project Superintendent, Project Manager, Project Engineer) and their Qualifications.

Architect and/or Owner reserves the right to request the change if in their opinion, the individual does not meet the qualifications. The same team shall remain for the duration of the project until the project is substantially completed, unless the Owner and/or Architect request the change.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has

reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

### § 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

### § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

Enumerated in the "Table of Contents" – contained in the Project Manual.

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

See insurance limits of coverage in AIA 201-2017, General Conditions of the Contract for Construction, Article 11 – Insurance and Bonds, paragraph 11.1.2.

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

Enumerated in the "Table of Contents"—contained in the Project Manual.

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013.)*

- .5 Drawings - See Specification Section – "List of Drawings" enumerated in the Table of Contents—contained in the Project Manual.

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

- .6 Specifications – All Documents enumerated in the "Table of Contents" –contained in the Project Manual.

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

- .7 Addenda:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

- .8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

- AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*

- The Sustainability Plan:

| Title | Date | Pages |
|-------|------|-------|
|-------|------|-------|

- Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
|----------|-------|------|-------|

- .9 Other documents listed below:

*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

Bid Proposal  
Performance, Labor and Material Payment Bond  
Certificate of Insurance  
Invitation to Bid  
AIA A701-2018 Instructions to Bidders  
Construction Schedule

## EXHIBIT G

### INVITATION TO BID

The City of West Haven acting through the Board of Education is seeking Bids for  
the Cafeteria Addition and Renovations at Bailey Middle School

- **BIDS AVAILABLE:** TUESDAY, FEBRUARY 22, 2022, after 12:00 p.m.
- **MANDATORY WALK-THROUGH:** TUESDAY, MARCH 8, 2022 at 3:30 p.m.
- **RFI DEADLINE:** ~~THURSDAY, MARCH 17, 2022~~ **TUESDAY, MARCH 22, 2022** at 5:00 p.m.
- **BID OPENING:** Delivery of Bids Before 3:00 p.m. on ~~TUESDAY, MARCH 22, 2022~~ **MARCH 29, 2022**
- **LOCATION OF BID OPENING:** City Hall –Department of Finance, 355 Main Street, 3<sup>rd</sup> Floor, West Haven, CT 06516

**SUMMARY DESCRIPTION OF BID:** Cafeteria Addition and Renovations – Bailey Middle School, 106 Morgan Lane, West Haven, CT. The project consists of approximately 2,100 sq.ft. of addition with pitch roof/flat roof, renovation of existing cafeteria (limited) and related work as per Bid.

This bid is subject to Connecticut Prevailing Wage Rates.

Sealed bids addressed to Wilma Petro, CPM acting Director of Procurement will be received in the Finance Department, City Hall, 355 Main Street, 3<sup>rd</sup> Floor, West Haven, CT 06516 until the time and date listed above at which time they will be opened and read aloud. Late bids will be rejected.

The **BID DOCUMENTS** will be **AVAILABLE** after **12:00 p.m.** on **TUESDAY, FEBRUARY 22, 2022.**

- Bid Documents will be available on-line at [www.cityofwesthaven.com](http://www.cityofwesthaven.com)
- Hardcopies of Bid Documents will also be available for purchase from Joseph Merritt & Company, at 60 Hamilton Street, New Haven, CT 06511 for a full hardcopy set for \$205.00 (Plans \$132.00 and Specifications \$73.00).
- **Addenda will be issued to all Bidders who have attended the Mandatory Walk-Through. Faxes or emails of Addenda will not be provided by the Architect.**

A **MANDATORY WALK-THROUGH** will be held on **TUESDAY, MARCH 8, 2022, at 3:30 p.m.** at the Bailey Middle School, 106 Morgan Lane, West Haven, CT.

- Bidders who attend the Mandatory Walk-Through are responsible for confirming, and will be held responsible for, satisfying their need for existing conditions information.
- **Site Visits\*\*:** The following dates & times for any bidder who wishes to visit after the Mandatory Walk-Through:
  - March 10, 2022 – after 3:30 p.m.
  - March 16, 2022 – after 3:30 p.m

**Any bidder who wishes to visit the site should report to the Main Office\*\*.**

**BIDDERS QUESTIONS** on the bid **MUST BE RECEIVED** in writing by **5:00 p.m.** ON ~~THURSDAY, MARCH 17, 2022~~ **TUESDAY, MARCH 22, 2022** to the following contact:

- Wilma Petro, acting Director of Procurement at [wpetro@westhaven.ct.gov](mailto:wpetro@westhaven.ct.gov)

**THE CITY OF WEST HAVEN RESERVES THE RIGHT TO ACCEPT ANY OR ALL THE OPTIONS, BIDS OR PROPOSALS; TO WAIVE ANY TECHNICALITY IN A BID OR PART THEREOF SUBMITTED, AND TO ACCEPT THE BID DEEMED TO BE IN THE BEST INTEREST OF THE CITY OF WEST HAVEN**

**BIDS SHALL NOT BE WITHDRAWN FOR A PERIOD OF 30 DAYS.**

EXHIBIT "H"

Construction Schedule

TO BE INSERTED

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## EXHIBIT I

**CITY OF WEST HAVEN  
FINANCE DEPARTMENT  
355 MAIN STREET, 3<sup>RD</sup> FLOOR  
WEST HAVEN, CONNECTICUT 06516**

**SCOTT JACKSON  
DIRECTOR OF FINANCE**

**PHONE 203-937-3620  
FAX: 203-937-3621**

April 1, 2022

Scott P. Mountford  
W.J. Mountford Company  
170 Commerce Way  
South Windsor, CT 06074

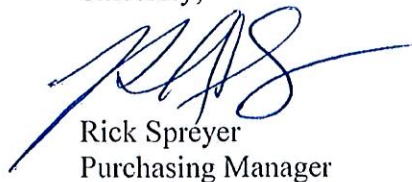
RE: 2022-06 Bailey School Cafeteria

Dear Mr. Mountford,

We are pleased to inform you that W.J. Mountford Company has been awarded bid: **2022-06 Bailey School Cafeteria**. Please forward a certificate of insurance, naming the City of West Haven as additional insured and furnish a payment and performance bond in the amount of 100% of the awarded proposal.

A copy of your contract will be sent to you under separate cover once the bonds and insurance certificate are received. If you should have any questions, you may contact me, Rick Spreyer at (203) 937-3620 ext. 7425.

Sincerely,



Rick Spreyer  
Purchasing Manager

# REPLACEMENT OF CATCH BASINS

- Replacement of City Catch Basins
- Contract Amount – dependent on necessity, but over \$50,000
- 2 Year contract
- Public RFP
  - RFP issued on January 10, 2022
  - Proposals received January 27, 2022
  - 6 proposals received
  - Price and ability to perform work was evaluation criteria



# CONTRACT FOR CONSTRUCTION OF SMALL PROJECTS

This contract is between the City of West Haven, a Connecticut municipal corporation (Owner), and Cerilli Construction LLC, a Connecticut limited liability company (Contractor).

Owner and Contractor agree as follows:

## ARTICLE 1 - THE WORK

### 1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to perform the Work defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
  - 1. Owner assigned, task-oriented catch basin, manhole, and drop inlet replacement. The contract is limited to catch basins that have been determined to be the City of West Haven's responsibility to repair.
  - 2. Such work, when required, will be performed on City maintained roads and properties. The Site will vary and will include areas within the City of West Haven the Engineer has designated as in need of repair or replacement.

## ARTICLE 2 - CONTRACT DOCUMENTS

### 2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe functionally complete Work. The Contract Documents do not indicate or describe all of the Work required to complete Engineer's assigned tasks. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions), if any, prepared by Engineer or its consultants.

## 2.02 Contract Documents Defined

### A. The Contract Documents consist of the following documents:

1. This Contract.
2. Specifications listed in the ITB.
3. Exhibits to this Contract (enumerated as follows):
  - a. *Owner's Invitation to Bid*, Bid #2022-01, undated with an original submission date of January 27, 2022, with Addendum #1, dated January 21, 2022, and Addendum #2, dated January 25, 2022, all totaling 46 pages (ITB), attached as Exhibit A.
  - b. *Contractor's Revised Proposal Page* and related submissions, signed and dated January 28, 2022, totaling 9 pages with included insurance certificate (Bid), attached as Exhibit B.
4. The following which may be delivered or issued on or after the Effective Date of the Contract:
  - a. Work Directives.
  - b. Field Orders.

## ARTICLE 3 - ENGINEER

### 3.01 Engineer

- A. The Engineer for this Work is Abdul Quadir, City Engineer, City of West Haven, or his delegate.

## ARTICLE 4 - TERM; CONTRACT TIMES

### 4.01 Term

- A. The Term of this Contract is one year, from the Effective Date until the one-year anniversary of the Effective Date unless the Term is otherwise shortened or extended by the operation of this Contract.
- B. City may notify Contractor of its intent to exercise its option to extend this Contract for one optional year, in writing, at least thirty (30) days prior to the end of the Term.

### 4.02 Contract Times

- A. The Work will be substantially completed within a reasonable time of the assignment of the Work by the Engineer.

### 4.03 Delays in Contractor's Progress

- A. Contractor shall not be entitled to an adjustment in Contract Price if Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work.
- B. Contractor shall not be entitled to an adjustment in Contract Price for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a schedule and submit to the Engineer for review and comment before starting Work on a Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.

**ARTICLE 5 - CONTRACT PRICE**

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents at the unit prices for each unit of Work completed. Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Contractor and reviewed by the Engineer.

**ARTICLE 6 - INSURANCE**

6.01 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the Work is located with a minimum AM Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:

- 1. Contractor shall provide coverage for not less than the following amounts, or greater where required by Laws and Regulations:

- a. Workers' Compensation:

|   |                        |
|---|------------------------|
| State:                                  | <u>Statutory</u>       |
| Employer's Liability:                   |                        |
| Bodily Injury, each Accident            | \$ <u>1,000,000.00</u> |
| Bodily Injury By Disease, each Employee | \$ <u>1,000,000.00</u> |
| Bodily Injury/Disease Aggregate         | \$ <u>1,000,000.00</u> |

- b. Commercial General Liability:

|   |                        |
|---|------------------------|
| General Aggregate                                   | \$ _____               |
| Products - Completed Operations Aggregate           | \$ _____               |
| Personal and Advertising Injury                     | \$ <u>1,000,000.00</u> |
| Each Occurrence (Bodily Injury and Property Damage) | \$ <u>1,000,000.00</u> |

- c. Automobile Liability herein:

|                  |                        |
|------------------|------------------------|
| Bodily Injury:   |                        |
| Each Accident    | \$ <u>1,000,000.00</u> |
| Property Damage: |                        |

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|                           |                 |
|---------------------------|-----------------|
| Each Accident             | \$ 1,000,000.00 |
| Combined Single Limit of: | \$ 1,000,000.00 |

d. Excess or Umbrella Liability:

|                |                 |
|----------------|-----------------|
| Per Occurrence | \$ 5,000,000.00 |
|----------------|-----------------|

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the insured and additional insured.
- C. Automobile liability insurance provided by Contractor shall provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- D. Contractor's commercial general liability policy shall be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
  - 1. Products and completed operations coverage maintained for three years after final payment;
  - 2. Blanket contractual liability coverage to the extent permitted by law;
  - 3. Broad form property damage coverage; and
  - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, and umbrella or excess policies shall include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis.  
 Additional insured endorsements will include both ongoing operations and products and completed operations coverage.
- F. Umbrella or excess liability insurance shall be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. Subject to industry-standard exclusions, the coverage afforded shall be procured on a "follow the form" basis as to each of the underlying policies. Contractor may demonstrate to Owner that Contractor has met the combined limits of insurance (underlying policy plus applicable umbrella) specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policies and an umbrella or excess liability policy.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may impose an appropriate set-off against payment and exercise Owner's termination rights under Article 15.

## ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

### 7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.
- B. Contractor shall at all times maintain good discipline and order at the various Sites.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at a Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at a Sites shall be performed during regular working hours, Monday through Friday.

### 7.02 Other Work at a Sites

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to a Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to a Site.

### 7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

### 7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

### 7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

### 7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

#### 7.07 Laws, Regulations, and Ordinances; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws, Regulations, and Ordinances applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws, Regulations, and Ordinances, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws, Regulations, and Ordinances.
- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

#### 7.08 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. All persons on a Site or who may be affected by the Work;
  - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off a Site; and
  - 3. Other property at a Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly, or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at a Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at a Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.



7.09 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.10 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to a Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.11 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

**ARTICLE 8 - OWNER'S RESPONSIBILITIES**

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide access to Site and easements required to perform the Work.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to a Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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- G. While at a Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

### **9.01 Engineer's Status**

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer may visit a Site. Engineer will not be required to make exhaustive or continuous inspections on a Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

## **ARTICLE 10 - CHANGES IN THE WORK**

### **10.01 Authority to Change the Work**

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work assigned by the Engineer.

## **ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS**

### **11.01 Differing Conditions Process**

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at a Site is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except

in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. After receipt of written notice, Engineer will promptly:
  - 1. Review the subsurface or physical condition in question;
  - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
  - 3. Determine whether the condition falls within the differing site condition as stated herein;
  - 4. Obtain any pertinent cost or schedule information from Contractor;
  - 5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
  - 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

## **ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION**

### **12.01 Claims Process**

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

## **ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK**

### **13.01 Tests and Inspections**

- A. Owner and Engineer will have access to a Site and the Work at reasonable times for their observation, inspection, and testing.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

### **13.02 Defective Work**

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

## **ARTICLE 14 - PAYMENTS TO CONTRACTOR**

### **14.01 Payments**

- A. The Contractor shall prepare a schedule of values that will serve as the basis for payments. The schedule of values will be in a form of application for payment acceptable to Engineer. The unit price breakdown submitted with the bid will be used for unit price work.

### **14.02 Applications for Payments:**

- A. Contractor shall submit an application for payment in a form acceptable to the Engineer, no more frequently than monthly, to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment, if any.

#### 14.03 Retainage

- A. The Owner shall not retain any portion of payments.

#### 14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (setoffs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose setoffs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

#### 14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 14.06 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 Waiver of Claims

- A. The making of a payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of a payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

### ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

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#### 15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
  - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
  - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may take possession of the Work and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

#### 15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
  - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

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## **ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS**

### **16.01 Contractor Representations**

- A. Contractor makes the following representations when entering into this Contract:
  - 1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - 2. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 3. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the City of West Haven; and the Contract Documents.
  - 4. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 5. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 17 - MISCELLANEOUS**

### **17.01 Cumulative Remedies**

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### **17.02 Limitation of Damages**

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other Work or anticipated Work.

### **17.03 No Waiver**

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### **17.04 Survival of Obligations**

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is to be governed by the law of the state in which the Work is located.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on March \_\_\_\_, 2022, which is the Effective Date of the Contract.

**OWNER: CITY OF WEST HAVEN**

**CONTRACTOR: CERILLI CONSTRUCTION LLC**

By: Nancy R. Rossi

By: Robert P. Cerilli

Title: Mayor

Title: Member/Manager

Address for giving notices:  
Public Works  
City of West Haven  
355 Main Street  
West Haven, CT 06516

Address for giving notices:  
Cerilli Construction LLC  
83 North Hill Road  
North Haven, CT 06437

*APPROVED AS TO AVAILABILITY OF FUNDS:*

Signature: \_\_\_\_\_

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

Title: Director of Finance  
or Treasurer

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

*APPROVED AS TO FORM:*

Signature: \_\_\_\_\_

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

Title: Corporation Counsel

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

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# LICENSED AUDIT FIRM FOR INTERNAL FY 2021 AUDIT

- Audit services for FY 2021 audit.
- Bid Amount -- \$163,400 w additional pricing for next 4 Fiscal years
- Public RFP
  - RFP issued April 26, 2022, Addendum #1 issued May 4, 2022
  - Proposals received May 13, 2022
  - 1 bid received from PKF O'Conner Davies
  - Bid was reviewed by Finance Director, Mayor and Corporation Counsel

**Initial contact with PKF O'Connor Davies will take place today (May 13<sup>th</sup>) to inform them of our intent to engage their services.**





# Estimate

835 Plain Street, Suite 21  
 Marshfield, MA 02050  
 781-837-6412 Fax: 781-837-9229

|          |             |
|----------|-------------|
| Date     | Estimate #  |
| 4/4/2022 | 2021-011-H2 |

|  |
|--|
| Billing Address  |
| City of West Haven<br>City Hall / DPW<br>355 Main St.<br>West Haven, CT. 06516 |

|  |
|--|
| Ship To  |
| Seth G. Haley Elementary<br>146 South Street<br>West Haven, CT 06516 |

|               |
|---------------|
| Email Address |
|---------------|

|                             |
|-----------------------------|
| kenc@baybrookremodelers.com |
|-----------------------------|

|     |            |               |                |
|-----|------------|---------------|----------------|
| Rep | Job Name   | Customer Name | Customer Phone |
| RS  | Seth Haley | Ken C.        | 203-530-0006   |

| Description   | Qty | Rate      | Total     |
|---|-----|-----------|-----------|
| Childscapes is pleased to provide our proposal for the construction of a new BCI Burke play area at the Seth Haley Elementary School in West Haven, CT - utilizing CT State Contract 17PSX0081 discounts: |     |           |           |
| 1. Supply BCI Burke Custom Design # 38-145723-3 (attached.)   | 1   | 61,876.00 | 61,876.00 |
| 2. CT State Contract Discount and Childscapes Added Discounts.  |     | -8,457.13 | -8,457.13 |
| 3. Shipping & Handling - LTL Freight  | 1   | 4,354.00  | 4,354.00  |
| 4. Excavate existing wood fiber/fill from approximately 35' x 46' area. Disposal by Childscapes.  |     |           |           |
| Labor and Machinery   | 1   | 4,150.00  | 4,150.00  |
| Disposal  | 1   | 2,872.00  | 2,872.00  |
| 5. Installation of BCI Burke custom equipment by Childscapes' factory trained and CPSI/NPCAI/OSHA certified installers.   | 1   | 31,850.00 | 31,850.00 |
| 6. Concrete Materials for equipment footings.   | 1   | 1,455.00  | 1,455.00  |
| 7. Supply and Install 80 tons of processed/dense grade materials as sub-base for poured-in-place safety surfacing, compacted in 2" lifts.   |     |           |           |
| Sub-base Materials  | 1   | 4,150.00  | 4,150.00  |

1. Contractor/Customer is responsible for quantity and color confirmation.  
 2. Prices are valid for 15 days from date of Estimate and subject to review thereafter.  
 3. Installation, if quoted, excludes rock/excess debris removal and other unforeseen conditions.  
 4. Due to the current volatility in the transportation industry, this freight quote is valid for 15 days. Re-quotes will be necessary if ordered after that date.

|  |            |                         |
|--|------------|-------------------------|
| Signature _____  | Date _____ | <b>Subtotal</b>         |
| Printed Name & Title _____   |            | <b>Sales Tax (0.0%)</b> |
| As titled, I am an authorized signer for the above named entity, empowered to execute this contract. |            | <b>Total</b>            |

|                                  |                     |   |
|----------------------------------|---------------------|---|
| E-mail                           | Web Site            | Thank you for the opportunity to be of service. |
| chris@childscapesplaygrounds.com | www.childscapes.net |   |



# Estimate

835 Plain Street, Suite 21  
 Marshfield, MA 02050  
 781-837-6412 Fax: 781-837-9229

|          |             |
|----------|-------------|
| Date     | Estimate #  |
| 4/4/2022 | 2021-011-H2 |

**Billing Address**  
 City of West Haven  
 City Hall / DPW  
 355 Main St.  
 West Haven, CT. 06516

**Ship To**  
 Seth G. Haley Elementary  
 146 South Street  
 West Haven, CT 06516

**Email Address**

kenc@baybrookremodelers.com

|            |                 |                      |                       |
|------------|-----------------|----------------------|-----------------------|
| <b>Rep</b> | <b>Job Name</b> | <b>Customer Name</b> | <b>Customer Phone</b> |
| RS         | Seth Haley      | Ken C.               | 203-530-0006          |

| Description   | Qty | Rate      | Total     |
|---|-----|-----------|-----------|
| Labor and Machinery to install sub-base.  | 1   | 6,685.00  | 6,685.00  |
| 8. Supply and Install Poured-in-Place Rubber Safety Surfacing, approximately 1540 Square Feet, in a 50/50 color/black blend. Thickness of the PIP rubber system shall meet/exceed the critical fall height (CFH) of the installed equipment. Childscapes shall provide security after top color coat has been installed to prevent damage/foot traffic on curing surface. | 1   | 30,696.00 | 30,696.00 |
| 9. CT State Contract Discount   |     | -2,455.68 | -2,455.68 |
| 10 Loam/Seed/Hydro Seed disturbed areas.  |     |           |           |
| Materials   | 1   | 2,475.00  | 2,475.00  |
| Labor and Machinery   | 1   | 2,000.00  | 2,000.00  |

1. Contractor/Customer is responsible for quantity and color confirmation.  
 2. Prices are valid for 15 days from date of Estimate and subject to review thereafter.  
 3. Installation, if quoted, excludes rock/excess debris removal and other unforeseen conditions.  
 4. Due to the current volatility in the transportation industry, this freight quote is valid for 15 days. Re-quotes will be necessary if ordered after that date.

|  |                   |                         |              |
|--|-------------------|-------------------------|--------------|
| <b>Signature</b> _____   | <b>Date</b> _____ | <b>Subtotal</b>         | \$141,650.19 |
| <b>Printed Name &amp; Title</b> _____  |                   | <b>Sales Tax (0.0%)</b> | \$0.00       |
| As titled, I am an authorized signer for the above named entity, empowered to execute this contract. |                   | <b>Total</b>            | \$141,650.19 |

|                                  |                     |   |
|----------------------------------|---------------------|---|
| <b>E-mail</b>                    | <b>Web Site</b>     | Thank you for the opportunity to be of service. |
| chris@childscapesplaygrounds.com | www.childscapes.net |   |



# Estimate

835 Plain Street, Suite 21  
 Marshfield, MA 02050  
 781-837-6412 Fax: 781-837-9229

|          |             |
|----------|-------------|
| Date     | Estimate #  |
| 4/4/2022 | 2021-011-MR |

**Billing Address**  
 City of West Haven  
 Town Hall  
 Attn: Ken Carney  
 355 Main Street  
 West Haven, CT 065165

**Ship To**  
 Mackrille Elementary School  
 806 Jones Hill Road  
 West Haven, CT 06516

**Email Address**

kenc@baybrookremodelers.com

|     |           |               |                |
|-----|-----------|---------------|----------------|
| Rep | Job Name  | Customer Name | Customer Phone |
| RS  | Mackrille | Ken Carney    | 203-530-0006   |

| Description  | Qty | Rate      | Total     |
|--|-----|-----------|-----------|
| Childscapes shall perform the following procedures in the construction of a new BCI Burke play area at the Edith E. MacKrille School in West Haven, CT using State of CT Contract 17PSX0081 discounts: |     |           |           |
| 1. Supply BCI Burke Custom Structure Design # 38-145870-2 see attached.  | 1   | 61,876.00 | 61,876.00 |
| 2. CT State Contract Discount and Childscapes Added discounts.   |     | -8,457.13 | -8,457.13 |
| 3. Shipping & Handling - LTL Freight to West Haven, CT.  | 1   | 4,354.00  | 4,354.00  |
| 4. Site preparation to include the following scope of work:  |     |           |           |
| a. Excavate 9-12" depth, approximately 34' x 46'.  |     |           |           |
| b. Remove the bench. Install root barrier on back area.  |     |           |           |
| c. Jackhammer out 6' x 37' of damaged sidewalk.  |     |           |           |
| d. Form, Pour and Finish new concrete sidewalk.  |     |           |           |
| e. Disposal of removed materials by Childscapes.   |     |           |           |
| Labor & Machinery  | 1   | 8,925.00  | 8,925.00  |
| Materials - Root Barrier, Forming Lumber, Concrete, etc.   | 1   | 3,830.00  | 3,830.00  |
| Trucking/Disposal  | 1   | 1,675.00  | 1,675.00  |

1. Contractor/Customer is responsible for quantity and color confirmation.  
 2. Prices are valid for 15 days from date of Estimate and subject to review thereafter.  
 3. Installation, if quoted, excludes rock/excess debris removal and other unforeseen conditions.  
 4. Due to the current volatility in the transportation industry, this freight quote is valid for 15 days. Re-quotes will be necessary if ordered after that date.

|  |            |                         |
|--|------------|-------------------------|
| Signature _____  | Date _____ | <b>Subtotal</b>         |
| Printed Name & Title _____   |            | <b>Sales Tax (0.0%)</b> |
| As titled, I am an authorized signer for the above named entity, empowered to execute this contract. |            | <b>Total</b>            |

|                                  |                     |   |
|----------------------------------|---------------------|---|
| E-mail                           | Web Site            | Thank you for the opportunity to be of service. |
| chris@childscapesplaygrounds.com | www.childscapes.net |   |





# Estimate

835 Plain Street, Suite 21  
 Marshfield, MA 02050  
 781-837-6412 Fax: 781-837-9229

|          |             |
|----------|-------------|
| Date     | Estimate #  |
| 4/4/2022 | 2021-011-MR |

**Billing Address**  
 City of West Haven  
 Town Hall  
 Attn: Ken Carney  
 355 Main Street  
 West Haven, CT 065165

**Ship To**  
 Mackrille Elementary School  
 806 Jones Hill Road  
 West Haven, CT 06516

**Email Address**

kenc@baybrookremodelers.com

|     |           |               |                |
|-----|-----------|---------------|----------------|
| Rep | Job Name  | Customer Name | Customer Phone |
| RS  | Mackrille | Ken Carney    | 203-530-0006   |

| Description  | Qty | Rate      | Total     |
|--|-----|-----------|-----------|
| 5. Installation of BCI Burke equipment by factory trained and CPSI/NPCAI/OSHA certified installers.  | 1   | 31,850.00 | 31,850.00 |
| 6. Concrete Materials for footings.  | 1   | 1,455.00  | 1,455.00  |
| 7. Supply and Install approximately 80 tons of processed/dense grade materials as sub-base for Poured-in-Place Rubber Safety Surfacing, compacted in 2" lifts.   |     |           |           |
| Stone Materials  | 1   | 4,150.00  | 4,150.00  |
| Labor & Machinery  | 1   | 7,800.00  | 7,800.00  |
| 8. Supply and Install Poured-in-Place Rubber Safety Surfacing, approximately 1,540 Square Feet, in a 50/50 Color/Black mix. The rubber system shall meet/exceed the critical fall height (CFH) of the installed equipment. Childscapes to provide site security after top color coat is installed to prevent damage or foot traffic on curing surface. | 1   | 30,696.00 | 30,696.00 |
| 9. CT State Contract Discount  |     | -2,455.68 | -2,455.68 |
| 10. Supply and Install Loam/Hydroseed in disturbed area.   |     |           |           |
| Materials .  | 1   | 2,475.00  | 2,475.00  |
| Labor & Machinery  | 1   | 2,000.00  | 2,000.00  |

1. Contractor/Customer is responsible for quantity and color confirmation.  
 2. Prices are valid for 15 days from date of Estimate and subject to review thereafter.  
 3. Installation, if quoted, excludes rock/excess debris removal and other unforeseen conditions.  
 4. Due to the current volatility in the transportation industry, this freight quote is valid for 15 days. Re-quotes will be necessary if ordered after that date.

|   |                         |              |
|---|-------------------------|--------------|
| Signature _____ Date _____<br>Printed Name & Title _____<br>As titled, I am an authorized signer for the above named entity,<br>empowered to execute this contract. | <b>Subtotal</b>         | \$150,173.19 |
|   | <b>Sales Tax (0.0%)</b> | \$0.00       |
|   | <b>Total</b>            | \$150,173.19 |

|                                  |                     |   |
|----------------------------------|---------------------|---|
| E-mail                           | Web Site            | Thank you for the opportunity to be of service. |
| chris@childscapesplaygrounds.com | www.childscapes.net |   |



# Estimate

835 Plain Street, Suite 21  
 Marshfield, MA 02050  
 781-837-6412 Fax: 781-837-9229

|          |             |
|----------|-------------|
| Date     | Estimate #  |
| 4/4/2022 | 2021-011-WH |

|  |   |
|--|---|
| Billing Address  | Ship To   |
| City of West Haven<br>City Hall / DPW<br>355 Main St.<br>West Haven, CT. 06516<br>Attn: Ken Carney | West Haven Housing<br>15 Glade Street<br>West Haven, CT 06516 |

|               |                             |
|---------------|-----------------------------|
| Email Address | KenC@baybrookremodelers.com |
|---------------|-----------------------------|

|     |              |               |                |
|-----|--------------|---------------|----------------|
| Rep | Job Name     | Customer Name | Customer Phone |
| RS  | Glade Street | Ken Carney    |                |

| Description   | Qty | Rate      | Total     |
|---|-----|-----------|-----------|
| Childscapes is pleased to provide our proposal for a Burke custom playground design for 15 Glade Street in West Haven, CT using State of CT Contract 17PSX0081 discounts: |     |           |           |
| 1. Supply BCI Burke Custom Structure Design # 38-145910-4   | 1   | 61,876.00 | 61,876.00 |
| 2. CT State Contract Discount and Childscapes Added discounts.  |     | -8,457.13 | -8,457.13 |
| 3. Shipping & Handling - LTL Freight to Glade Street, West Haven, CT.   | 1   | 4,354.00  | 4,354.00  |
| 4. Site preparation to include the removal and disposal of existing playground equipment and associated footings.   |     |           |           |
| Excavate 9-12" depth, approximately 38' x 46'.<br>Disposal of removed materials by Childscapes.   |     |           |           |
| Labor & Machinery   | 1   | 4,875.00  | 4,875.00  |
| Trucking/Disposal   | 1   | 2,830.00  | 2,830.00  |
| 5. Installation of BCI Burke equipment by factory trained and CPSI/NPCAI/OSHA certified installers.   | 1   | 31,850.00 | 31,850.00 |
| 6. Concrete Materials for footings.   | 1   | 1,455.00  | 1,455.00  |

1. Contractor/Customer is responsible for quantity and color confirmation.  
 2. Prices are valid for 15 days from date of Estimate and subject to review thereafter.  
 3. Installation, if quoted, excludes rock/excess debris removal and other unforeseen conditions.  
 4. Due to the current volatility in the transportation industry, this freight quote is valid for 15 days. Re-quotes will be necessary if ordered after that date.

|  |            |                         |
|--|------------|-------------------------|
| Signature _____  | Date _____ | <b>Subtotal</b>         |
| Printed Name & Title _____   |            | <b>Sales Tax (0.0%)</b> |
| As titled, I am an authorized signer for the above named entity, empowered to execute this contract. |            | <b>Total</b>            |

|                                  |                     |   |
|----------------------------------|---------------------|---|
| E-mail                           | Web Site            | Thank you for the opportunity to be of service. |
| chris@childscapesplaygrounds.com | www.childscapes.net |   |



# Estimate

835 Plain Street, Suite 21  
 Marshfield, MA 02050  
 781-837-6412 Fax: 781-837-9229

|          |             |
|----------|-------------|
| Date     | Estimate #  |
| 4/4/2022 | 2021-011-WH |

|  |
|--|
| Billing Address  |
| City of West Haven<br>City Hall / DPW<br>355 Main St.<br>West Haven, CT. 06516<br>Attn: Ken Carney |

|   |
|---|
| Ship To   |
| West Haven Housing<br>15 Glade Street<br>West Haven, CT 06516 |

|               |
|---------------|
| Email Address |
|---------------|

|                             |
|-----------------------------|
| KenC@baybrookremodelers.com |
|-----------------------------|

|     |              |               |                |
|-----|--------------|---------------|----------------|
| Rep | Job Name     | Customer Name | Customer Phone |
| RS  | Glade Street | Ken Carney    |                |

| Description   | Qty | Rate      | Total     |
|---|-----|-----------|-----------|
| 7. Supply and Install approximately 85 tons of processed/dense grade materials as sub-base for Poured-in-Place Rubber Safety Surfacing, compacted in 2" lifts.<br>Stone Materials   | 1   | 4,410.00  | 4,410.00  |
| Labor & Machinery   | 1   | 7,200.00  | 7,200.00  |
| 8. Supply and Install Poured-in-Place Rubber Safety Surfacing, approximately 1610 Square Feet, in a 50/50 Color/Black mix. The rubber system shall meet/exceed the critical fall height (CFH) of the installed equipment. Childscapes to provide site security after top color coat is installed to prevent damage or foot traffic on curing surface. | 1   | 29,900.00 | 29,900.00 |
| 9. CT State Contract Discount   |     | -2,392.00 | -2,392.00 |

1. Contractor/Customer is responsible for quantity and color confirmation.  
 2. Prices are valid for 15 days from date of Estimate and subject to review thereafter.  
 3. Installation, if quoted, excludes rock/excess debris removal and other unforeseen conditions.  
 4. Due to the current volatility in the transportation industry, this freight quote is valid for 15 days. Re-quotes will be necessary if ordered after that date.

|  |            |                         |              |
|--|------------|-------------------------|--------------|
| Signature _____  | Date _____ | <b>Subtotal</b>         | \$137,900.87 |
| Printed Name & Title _____   |            | <b>Sales Tax (0.0%)</b> | \$0.00       |
| As titled, I am an authorized signer for the above named entity, empowered to execute this contract. |            | <b>Total</b>            | \$137,900.87 |

|                                  |                     |   |
|----------------------------------|---------------------|---|
| E-mail                           | Web Site            | Thank you for the opportunity to be of service. |
| chris@childscapesplaygrounds.com | www.childscapes.net |   |



## **CITY OF WEST HAVEN**

### **INVITATION TO BID for FUEL STORAGE EQUIPMENT**

Notice is hereby given that sealed bids for Fuel Storage Equipment will be received by the City of West Haven, 355 Main Street, West Haven, CT, 06516 in the 3<sup>rd</sup> floor Finance Office, on Friday, April 22, 2022 at 3:00pm. No bids will be received after this time and date.

Bids will be received for the supply of one (1) 20,000 gallon UL 2085 Fireguard thermally insulated double-walled, horizontal steel, compartmentalized tank and ancillary equipment, and one (1) 660 gallon Diesel Exhaust Fluid (DEF) tank manufactured by Blue 1 Energy Equipment, or approved equal, and ancillary specified equipment.

Bids must be enclosed in a sealed envelope and clearly marked with "Fuel Storage Equipment Bid" and shall contain the name and address of the bidder on the envelope.

Copies of the ITB may be found on April 12, 2022 on the City of West Haven web site [www.cityofwesthaven.com](http://www.cityofwesthaven.com)

Please contact Rick Spreyer, Director of Procurement, City of West Haven, (203) 937-3624, or by email at [rspreyer@westhaven-ct.gov](mailto:rspreyer@westhaven-ct.gov) with any questions.



## SECTION 13201

## FUEL STORAGE EQUIPMENT

## PART 1 GENERAL

## 1.1 SUMMARY

## A. SECTION INCLUDES

1. General
2. Compartmentalized storage tank
3. Diesel exhaust fluid tank
4. Owner furnished products

## B. Related Requirements

1. Drawing C-104 Fuel Storage Tanks and Plan Sections

## 1.2 REFERENCES

- A. 2018 Connecticut State Fire Prevention Code
- B. 2018 Connecticut State Fire Safety Code
- C. Regulations of Connecticut State Agencies (RCSA) 22a-449(d)-113, Underground Storage Tank System Management
- D. National Fire Protection Association (NFPA) Standard 30 – Flammable and Combustible Liquids Code
- E. NFPA Standard 30A – Motor Fuel Dispensing Facilities and Repair Garages, 2012 edition
- F. Petroleum Equipment Institute (PEI) Recommended Practice (RP) 200 – Installation of Aboveground Storage Systems, 2013 Edition
- G. PEI RP 300 – Installation and Testing of Vapor-Recovery Systems at Vehicle Fueling Sites, 2009 Edition
- H. Steel Tank Institute R912-00 – Installation Instructions for Shop Fabricated Stationary Aboveground Storage Tanks for Flammable, Combustible Liquids
- I. Underwriters Laboratories, Inc. (UL) Standard 142 – Steel Aboveground Tanks for Flammable and Combustible Liquids, 2006 Edition
- J. UL Standard 971 – Standard for Nonmetallic Underground Piping for Flammable Liquids
- A. UL Standard 2085 – Protected Aboveground Tanks for Flammable and Combustible Liquids

## 1.2 SUBMITTALS

- A. Shop drawings and manufacturer's product information for equipment provided by the Contractor.

- B. Product certificates provided by the manufacturer certifying material compliance with this specification.
- C. Certificates demonstrating that the Contractor's personnel are trained and certified to install the equipment.
- D. Factory and field test reports.
- E. Warranty information

### 1.3 QUALITY ASSURANCE

- A. Equipment manufacturers shall have a minimum of ten years of experience in the design and manufacture of equipment of similar size, type, and capacity.
- B. All equipment provided for the project must be new.
- C. 100% of the primary and secondary containment for the tank shall be tested for tightness following an approved testing method.
- D. Warrantees
  - 1. The Manufacturer shall warrantee equipment and materials for one-year from the date of installation. For the purpose of this warrantee the date of installation shall be the Substantial Completion Date.
- E. The storage tank manufacturer shall provide a written 30-year limited warrantee for each tank.

## PART 2 PRODUCTS

### 2.1 GENERAL

### 2.2 COMPARTMENTALIZED ABOVEGROUND STORAGE TANK

- A. Provide one (1) 20,000-gallon UL 2085 Fireguard thermally insulated double-walled, horizontal steel, compartmentalized tank as specified below:
  - 1. One tank shall be suitable for gasoline storage and one tank shall be suitable for diesel fuel storage.
- B. The tank shall be a cylindrical Fireguard type tank, with steel outer wall coated to prolong weather resistance. Exterior coating shall be painted white.
- C. The aboveground tank system shall consist of a primary tank with secondary containment and a minimum 2-hour fire rating.
- D. System consisting of tank, impervious bulkhead and secondary containment shall be a complete unit, assembled at the factory, and listed in accordance with UL Standard 2085. System assembly shall also meet or exceed NFPA 30 and 30A and UFC Article 79, Appendices IIF and A-II-F.
- E. Tank shall be shop-fabricated as one unit at the factory and require no assembly, construction or completion at installation site.
- F. Thermal insulation shall be installed at the factory.
- G. The outer wall shall be UL listed and capable of providing a minimum 110% containment of the primary storage tank's content.

- H. The AST system shall be capable of storing gasoline and diesel fuel oil.
- I. Provide mounting hardware for existing fuel management system.
- J. Provide an interstitial monitoring tube for monitoring the tank's interstice for liquids.
- K. Provide a direct reading, float type, liquid level gauge for determining the liquid level in the tank(s) in a location visible to the delivery operator. Gauges shall read in feet and inches and a conversion scale shall be provided to read the correct tank volume based on the liquid depth reading of the tank. Provide Morrison Fig 818 Clock Gauge or equal.
- L. Provide external stairway(s) to allow access to the top of the tank for filling and maintenance. Stairways shall comply with applicable OSHA requirements and building codes.
- M. Provide 24-inch wide bolt-to-tank catwalk with fiberglass grating and ladder for access along entire length of tank (STEEL TANK ONLY), in accordance with manufacturer's standards, applicable OSHA requirements, and building regulations. Catwalk shall be shipped loose and installed on site.
- N. Provide safety railing around perimeter of the tank for access to all tank components (CONCRETE TANK ONLY), in accordance with manufacturer's standards, applicable OSHA requirements, and building regulations. Railing shall be shipped loose and installed on site.
- O. Storage tank and supports shall be delivered as a complete UL-listed unit.
- P. Tank shall be marked on all sides with warning signs: "FLAMMABLE", "NO SMOKING", product identification, and other signs as required by State and local codes.
- Q. Signs shall be manufactured using plastic injection process with UV stabilized plastic and hot stamp paint designed to last the life of the tank. Mount signs indicating product type on all four sides of the tank.
- R. Register the tank and serial number with the Steel Tank Institute in accordance with manufacturer's instructions.
  - 1. The tanks shall meet the requirements of the California Air Resources Board (CARB) Standing Loss Control for Aboveground Storage Tanks, Executive
  - 2. Order VR-302-F.
- S. Provide four (4) flanged emergency vents
  - 1. Emergency vents shall be sized by the tank manufacturer.
  - 2. Flanged emergency vents shall be provided for both the primary and secondary tanks.
    - a. Long-bolt manways shall not be allowed as a means of emergency venting.
  - 3. The gasoline tank emergency vent pressure setting shall not be less than the pressure/vacuum vent setting.
  - 4. A CARB Enhanced Vapor Recovery (EVR) certified emergency vents shall be provided.

## T. Signage

1. Provide the following signage on three (3) sides of each tanks:
  - a. Tank capacity
  - b. A 10-inch by 10-inch NFPA diamond indicating the hazards associated with the tank contents.
  - c. "NO SMOKING"
  - d. Diesel tank only: "COMBUSTIBLE"
  - e. Gasoline tank only: "FLAMMABLE"
2. Signage is not required for the tank sidewalls facing each other.

## 2.3 DIESEL EXHAUST FLUID TANK

- A. Provide one 660-gallon Diesel Exhaust Fluid (DEF) tank manufactured by Blue 1 Energy Equipment, or approved equal
- B. Tank shall have approximate measurements of 71" H x 47" L x 71" W and fit on the fuel island as shown in the Drawings.
- C. Tank shall have double wall containment capable of holding 110% of the inner tank volume.
- D. The DEF tank shall have the following features:
  1. Hinged lockable lid.
  2. Electronic overfill sensor.
  3. Integral sump.
  4. Optical bund alarm.
  5. 2" dry break connection.
  6. Liquid level gauge.
  7. Pulse meter for interconnection to FuelMaster card reader.
  8. Deck heater.
  9. 6 gallon-per-minute, 12 volt pump
- E. Provide one carbon steel nozzle holder, 3/4" diameter hose, 3/4" nozzle with swivel, and hook.

## PART 3 EXECUTION

## 3.1 GENERAL

- A. On behalf of the Owner, register the new equipment and serial numbers in accordance with the manufacturer's warranty requirements.
- B. Perform system tests in accordance with the manufacturer's recommendations, NFPA 30 and NFPA 30A.

- C. Future contractor shall furnish and install all other items including hangers, supports, conduit, wiring and all other devices required to complete the system.
- D. Provide warranty information for the storage tank and appurtenances.

3.2 INSTALLATION

- A. Provide 1 year warranty for workmanship and product defect for the storage tank and appurtenances.

3.3 TESTING

- A. Tightness test the tank and piping following installation of the tank and all appurtenances.
  - 1. Provide documentation that the system has been tested in accordance with the manufacturer's recommendations, NFPA 30 and NFPA 30A.

END OF SECTION

J:\W\W2196 WEST HAVEN WWTF STUDY RFP\002 - PUBLIC WORKS FUEL  
STATION\DESIGN\SPECIFICATIONS\DIV 13\13201 - FUEL STORAGE EQUIPMENT OWNERS BID.DOCX

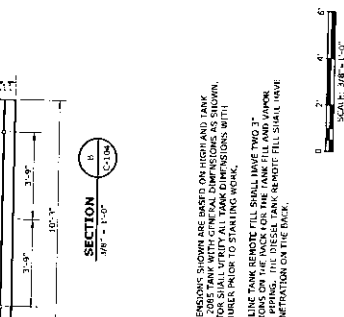
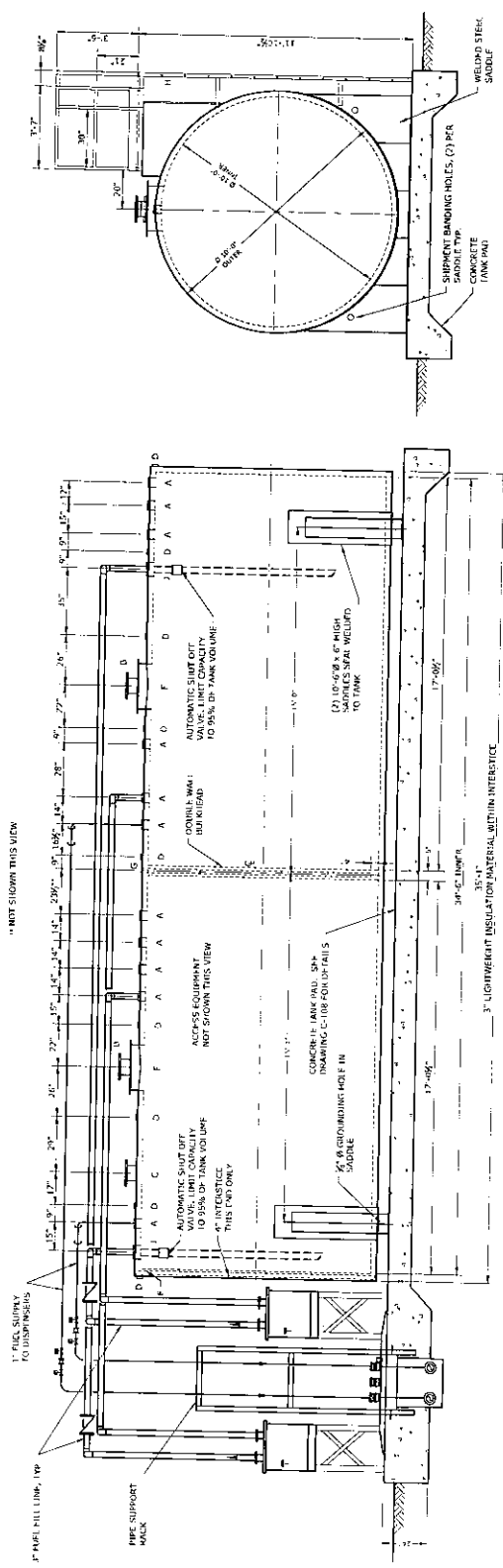
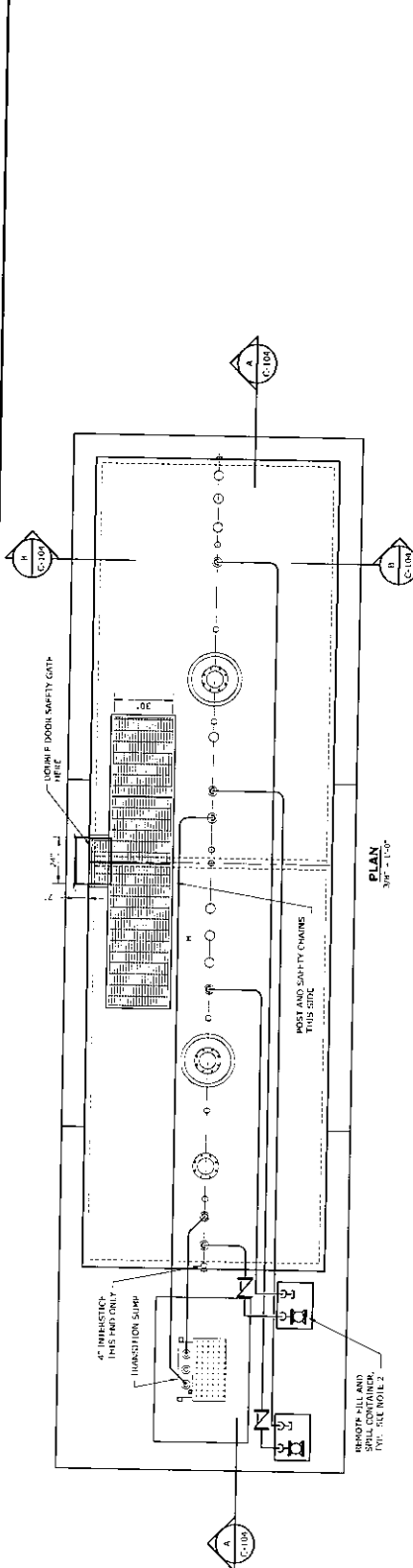
West Haven  
Public Works  
Fuel Station

City of West  
Haven

Collis Street  
West Haven, CT

| NO. | DATE          | DESCRIPTION          |
|-----|---------------|----------------------|
| 1   | JANUARY 2022  | ISSUED FOR PERMIT    |
| 2   | NOVEMBER 2021 | REVISED PER COMMENTS |
| 3   | NOVEMBER 2021 | REVISED PER COMMENTS |
| 4   | NOVEMBER 2021 | REVISED PER COMMENTS |
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FUEL STORAGE TANKS  
PLAN AND SECTIONS  
SCALE: 1/8" = 1'-0"



**NOTE**

- TANK DIMENSIONS SHOWN ARE BASED ON HIGH AND TANK MODEL U1-2085 TANK WITH CRITICAL DIMENSIONS AS SHOWN. MANUFACTURER PRIOR TO STARTING CONSTRUCTION.
- THE GASOLINE TANK BEARING CAPACITY SHALL BE TWO (2) TIMES THE WEIGHT OF THE TANK. THE DIESEL TANK BEARING CAPACITY SHALL BE ONE (1) TIMES THE WEIGHT OF THE TANK.

| PORT | FITTINGS TYPE   | LEGEND |
|------|---|--------|
| A    | 4" 11-TON FIREGUARD COUPLING  |        |
| B    | 8" 11-TON FIREGUARD COUPLING  |        |
| C    | 8" 11-TON 150# FLANGE THROUGH OUTER SHELL ONLY. MARK WITH SERIAL NUMBER LABEL. INTERNAL EMERGENCY USE ONLY.                                   |        |
| D    | 2" FITTING THROUGH OUTER SHELL ONLY WITH CAST IRON FLUC - H.C. USE ONLY.  |        |
| E    | 2" INTERNAL MONITOR PIPE - WALK NET END.  |        |
| F    | 2 1/2" 150# SLIP TIGHT BOLT MANWAY WITH 10" HIGH WALKWAY COVER AND 10" IN COVER ON CL.  |        |
| G    | 14.5" LADDER & 30" WALK ASSEMBLY WITH 1" THICK FIBERGLASS GRATING (FRITH) SMOOTH YELLOW AND SHIPPED LOOSE FOR INSTALLATION ON SITE BY OTHERS. |        |
| H    | 5" FEMALE FIREGUARD COUPLING  |        |

| DESIGN DATA             |  |
|-------------------------|--|
| CAPACITY                | 2000 GALLONS SHUT DOWN                             |
| TYPE                    | FIREGUARD CYLINDRICAL                              |
| FIREGUARD               | ISA TROOPERS OF THE STEEL TANK INSTITUTE           |
| W.T. RTO - 1            |  |
| OPERATING PRESSURE      | ATMOSPHERIC  |
| SPECIFIC GRAVITY        | 1.0  |
| TANK MATERIAL           | MILD CARBON STEEL                                  |
| THICKNESS - INNER HEADS | 3/4" SH11-32                                       |
| MIN. GAUGE ON THICKNESS | 1/4" U.L. 285                                      |
| CONSTRUCTION - INNER    | LOW WELD OUTSIDE ONLY                              |
| CONSTRUCTION - OUTER    | 1-1/2" WELD OUTSIDE ONLY                           |
| TANK TEST               | INNER AND OUTER - 1.5 PSIG                         |
| INT. FINISH             | NON-TOXIC FINISH - SUE BLAST, WHITE ARTURANT PAINT |
| LAFT                    | U1-2085 AND FIREGUARD RFR 40                       |

SCALE: 3/8" = 1'-0"

## SECTION 00410

BID FORMOwner Purchased Fuel Storage EquipmentB016-27 West Haven DPW Fueling Facility

The undersigned, Wildco PES - Petroleum Equipment Sales & Service  
 doing business in the City/Town of Bloomfield,

in the State of CT., herewith, after reading thoroughly the Specifications, Bidder proposes to furnish and deliver to the project site all materials specified within Specification Section 13201 "Owner Purchased Fuel Storage Equipment" prepared by Tighe & Bond, Inc., for the Contract Price specified below, subject to additions and deductions according to the terms of the Bidding Documents.

Unit Prices

| Item Number | Item Name and Unit Bid Prices<br>Written in Words and Figures   | Estimated Quantity | Total Amount of Item (in figures)   |
|-------------|---|--------------------|---|
| 1           | Provide one (1) 20,000-gallon UL 2085 Fireguard thermally insulated double-walled, horizontal steel, compartmentalized tank and ancillary equipment as specified in Section 13201 "Owner Purchased Fuel Storage Equipment" per lump sum, for the price of:<br><u>one hundred twelve thousand seven hundred fifty-nine and <math>\frac{00}{100}</math></u><br>(\$ <u>112,759.<sup>00</sup></u> ) | Lump Sum =         | \$ <u>112,759.<sup>00</sup></u>   |
| 2           | Provide one 660-gallon Diesel Exhaust Fluid (DEF) tank manufactured by Blue 1 Energy Equipment, or approved equal, and ancillary specified equipment as specified in Section 13201 "Owner Purchased Fuel Storage Equipment" per lump sum, for the price of:<br><u>Eleven thousand one hundred seventy and <math>\frac{00}{100}</math></u><br>(\$ <u>11,170.<sup>00</sup></u> )                  | Lump Sum =         | \$ <u>11,170.<sup>00</sup></u>  |
| TOTAL BID:  |   |                    | <u>One hundred twenty-three thousand nine hundred twenty-nine and <math>\frac{00}{100}</math></u><br>(\$ <u>123,929.<sup>00</sup></u> ) |

Available Delivery Date:

Twenty weeks from Approval

Receipt of Addenda is Acknowledged:

No: N/A Dated: N/A

No: N/A Dated: N/A

NAME OF BIDDER

Wildco PES

ADDRESS

155 Highland Park Dr. Bloomfield, CT 06002

BY:

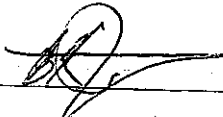
Bruce K. Jackson

Reg. Sales Rep.

Print or type name

Title

SIGNATURE



DATE

4/21/22

TELEPHONE

860-874-8234

FAX:

E-Mail bruce.jackson@wildcopec.com

PLEASE NOTE: All spaces must be filled in with figures or words or your bid may be automatically rejected.