



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Frank Fanelli, Director of Project Management

Date: 12/20/2023

Re: Award of Contract 21911X with New Haven Painters to renovate contents of an existing classroom and spray ceiling at Career high school

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	New Haven Painters	
Doing Business as: (DBA)		
Vendor Address:	354 Woodmont Rd #13 Milford, CT 06460	
Vendor Contact Name:	Glen	
Vendor Contact Email:	glen@newhavenpainters.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Contract	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From 01/02/2024	To 06/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$22,500.00	
Funding Source Name: Acct. #:	2023-2024 Capital Projects 3C24-2461-58101	
Contract #: <small>(Local or State)</small>	21911X	



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Key Questions:

1. What specific service will the contractor provide:

to perform work in Classroom 302 at Regional Career High School in New Haven, CT. This project will be to renovate the contents of approximately 1,250 sq. ft. of an existing classroom acoustic sprayed ceiling.

2. How was the contractor selected? **Attach appropriate supporting documents*

- Quotes**
- Sealed Bid # 21911X – no responses**
- Sole Source # _____**
- RFP# _____**
- State Contract #**
- Exempt Professional**
 - Accountant
 - Actuary
 - Appraiser
 - Architect
 - Artist
 - Dentist
 - Engineer
 - Expert Professional Consultant
 - Land Surveyor
 - Lawyer
 - Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

Sealed Bid – No Responses

b. Who were the members of the selection committee? *(Minimum 3 members required)*

Sealed Bid had no responses, purchasing advised department to pursue quotes for services.



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4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?
N/A
5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? <small>*Attach Renewal Letters</small>
N/A
6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?
This is a project-based service that has no fiscal comparison.
7. Is this a service that existing staff could provide? Why or why not?
This is a specialized service that can be provided by the qualified contractor.



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Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement_Contract_Checklist\2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor #15077
If No or New,	Vendor must provide completed W9
2. A quotes or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></p> <p>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></p> <p>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</p> <p>Emailed Disclosures are acceptable.</p>	



Todd Daneault
203.907.6482
todd@newhavenpainters.com

Quote

New Haven Painters
354 Woodmont rd #13
Milford, CT 06460
203.606.2346
#HIC.0645324

CONTACT	JOB ADDRESS	QUOTE ID	DATE
Frank Fanelli New Haven Public Schools 375 Quinnipiac Ave New Haven, CT 06513 frankfanelli3@gmail.com	Career Classroom 302 140 Legion Ave New Haven , Ct 06519	3983	12/20/2023

Quote

Item	
Career Classroom 302 Ceiling <ul style="list-style-type: none">Spray fireproofing with Cafco Bond-Seal	\$22,500.00
<hr/>	
Total	\$22,500.00

Terms

Date anticipated to commence*:

Period of time needed to finish:

NOTE: Subject to delays by weather, Customer's accommodation, Etc.

Parties will coordinate the actual commencement date and agree to amend these dates on our contract by agreement upon email/text confirmation of the commencement date immediately upon being ascertained.

Invoicing & Payment. Client shall pay a \$250.00 deposit to schedule, remainder of the first 50% on the start date and the final payment within 2 weeks of client's receipt of the final invoice.

Invoice will be issued to client upon completion of work. We accept Cash, Check, Zelle, Venmo and all major Credit Cards. Preferred method is Check or Zelle. Please include proposal number on memo/notes.

There will be a 3% convenience fee for all credit card transactions (this fee will be waived if all remaining payments past the initial \$250 are made with check, cash or zelle).

CUSTOMER RESPONSIBILITIES: Customer will assume responsibility to remove all household and personal items from any and all work areas (with the exception of large furniture such as sofas and beds) and store those items away from the work area during the duration of the job. Any and all items remaining in the work area will be moved by the Contractor, and the Customer agrees to pay the Contractor a charge of \$55.00 per man-hour for moving these items. Contractor will move large furniture at no cost to the owner (unless specified otherwise). At no point will NHP be responsible for disconnecting, moving or installation of appliances.

Due to insurance regulations and safety procedures, the customer, other contractors, workers, children, pets, and individuals will not enter the work area unless agreed upon by both the Contractor and the Customer. If other contractors, workers, children, pets, or individuals are to be present during the duration of the scope of work, the Customer shall not schedule or permit such activities that will interfere with or prevent the timely and successful completion of the work. The Contractor shall not be held liable for any damage caused to its work by anyone other than the Contractor and its employees. The Customer agrees to compensate the Contractor at the rate of \$55.00 per man-hour to correct all such damage.

CUSTOMER RIGHTS: The Customer has the right to cancel this transaction within three (3) business days from the date of the transaction. If the Customer wishes to do so, they must complete a Cancellation Form which will be provided by the Contractor. Upon receipt of the Cancellation Form, the Contractor will return 100% of any deposit or property within ten (10) business days. If cancellation is made after midnight of the third (3rd) business day, the Contractor will retain 10% of the Total Price.

EXTRA COSTS/CHANGE ORDERS: This contract may only be changed in writing. Additional work performed to be an extra charge, above the Total Price stated within the scope of this agreement. Additional work to be approved by Customer prior to commencing, by signature, on a Change Order Form. All change orders are to be paid in full before work starts.

If the Contractor shows up on the agreed upon date at the agreed upon time, and is unable to complete the contracted work due to circumstances beyond our control (such as Inability to enter the worksite; Other contractors being late with their portion of the job; Manufacturing defects with the wallcovering we are to install; Not enough wallcovering due to a short shipment or someone else's estimate; Or any other reason not directly the

fault of the Contractor, a \$175.00 minimum charge shall apply. If the job is partially completed, another appointment for completion shall also bear a minimum \$175.00 charge. This charge may be avoided by giving CONFIRMED notice at least 48 hours prior to the scheduled appointment. 'CONFIRMED' notice shall be understood to be either a live conversation with the Contractor or a return message from the Contractor if you left a message.

If client chooses the final color as white or a variation of white, it may take more than the standard two coats to cover the previous paint. If a third coat or more is needed for coverage or color depth, this will be identified to the client after the two coats are applied. If two coats were on the original contract, extra charges will be applied for the application of extra coats.

PROMOTION/ADVERTISING: The Customer authorizes the Contractor to display a sign for the duration of the job and 1 week after completion of the job, and to use photographs taken at the jobsite for display, promotion, and advertising, without compensation to the Customer.

INSPECTION OF COMPLETED WORK: Upon substantial completion of work, the Customer agrees to conduct an inspection of the work with the Contractor. All defects and uncompleted items should be noted at this time. The inspection must occur under normal lighting conditions, without magnification, and from a normal viewing position, in accordance with the PDCA Standards.

MANUFACTURERS SPECIFICATIONS: All materials will be applied and/or installed according to the manufacturer's specifications.

INDUSTRY STANDARDS: All surface preparation, coating application, and/or wallcovering installation will follow industry standards as defined by the Painting and Decorating Contractors of America (PDCA). For a copy of PDCA industry standards, please contact the Contractor. New Haven Painters comes equipped with all the necessary licenses and insurances required by the state of Connecticut to provide contracting services in the painting industry. You are hiring an experienced, professional painting team. Elements of the job will meet or exceed normal accepted practices in the painting industry.

WARRANTY: Labor is warranted for up to a period of seven (7) years. Warranty paperwork must be signed by Customer and New Haven Painters LLC. Paperwork will be kept on file by New Haven Painters LLC for seven (7) years from completion date. It is recommended that the customer keeps the warranty paperwork on file as well. All product warranties will be extended to Customer upon payment in full for work completed. Contractor's liability under a warranty claim shall not exceed the total price charged for the work performed. Customer shall make warranty claims immediately upon discovering defect or performance problem. *In the event that the substrate or any prior coating fails beneath what the Contractor has installed and/or applied, the Contractor will not be held liable for the failure of the substrate or any coating. Failure to comply with the terms, conditions, and payment schedule of this agreement will void all warranties.

GUARANTEE: New Haven Painters offers this guarantee to all interior, exterior, and cabinet painting customers. New Haven Painters will return and touch up scuffs and marks (within reason) in areas painted by us within the next 7 years after completion date. It is the responsibility of the customer to call and set up a day for the work to be completed, although reminders are sent to customers via email. Touch-up work will be performed free of charge. Additional charges apply only for work that exceeds specifications and only upon consent. The customer is responsible for safeguarding the paint leftover from the initial painting. This includes noting the type, color and finish of the paint used if leftover paint is no longer available. Remember to store all paint at room temperature and ensure it is properly sealed.

LEGAL NOTICE: Unless otherwise agreed to in writing prior to start up of work: payments received later than 2 weeks from completion or stopped work date to be charged a \$50.00 late fee, and added to balance due. All balances due, after thirty (30) days to be levied a service charge of 1.5% per month and added to balance total. Please pay promptly. The undersigned will be responsible for the costs of collection of any unpaid balance, including court costs, expenses, and reasonable attorney's fee if needed.

DISCLAIMER NOTICE: Work to be done as specified, in a professional manner, to normally accepted industry standards. not responsible for acts of God, unavailable materials, riots, or mischief; which are outside of the contractors control.

Repair Level (Standard Unless Otherwise Noted):

1. Basic: Clean & light sand

This surface preparation level includes cleanliness of surfaces to ensure the adhesion of new finishes with less concern for the quality of appearance. Preparation shall include the removal of surface dust, dirt, obvious loose paint and other surface contaminants by washing, light power washing, hand cleaning and mildew treatment. This level of preparation should ensure that applied coats will adhere to existing paint coats. This level of surface preparation does not warrant that previously applied paint coats are well adhered to each other or are well adhered to the substrate. There will be no alteration of the existing surface profile.

2. Standard: Fill in cracks, Repair Nail Pops/Tape Lines, Fill Holes and Caulk

This surface preparation level includes cleanliness of surfaces to ensure the adhesion of new finishes with concern of adhesion of the existing coatings. With this level of surface preparation, good adhesion and longevity of finish is of primary concern and appearance is of secondary concern. This level of surface preparation includes the description in Level 1 plus other procedures necessary to create a sound surface for repainting including solvent cleaning, basic patching/filling, caulking and light sanding for "bite". Under this level of surface preparation, it is recommended that adhesion tests be performed to assess the adhesion of previously applied paints. When poor results are discovered at isolated locations then more aggressive surface preparation methods will be recommended at these isolated locations. Under this level of preparation, the surface profile is not altered unless due to the removal of unsound previously applied paint. This level of prep includes 2 coats of compound up to 6 inches wide on all repair work. If the substrate was previously painted we are not responsible for filling nail holes in wood. We will be responsible for filling nail holes on new unpainted wood.

3. Supreme: Extensive prep and sand

This surface preparation level incorporates the requirements of Levels 1 and 2 with even more emphasis on the quality of appearance of painted surfaces. Under this level of surface preparation, all necessary preparation techniques will be employed to improve the quality of appearance except restoration/resurfacing. Aggressive filling and sanding will be done to eliminate defects causing abrupt surface profile differences exceeding 1/31 inch or 31 mils. This level of prep includes 3-4 coats of compound up to 18 inches wide on all repair work. We will fill any nail holes on any substrate we are scheduled to paint.

Skim 1 Coat Includes description from Levels 1, 2, 3, 4 plus application of 1 coat of compound.

Skim 2 Coats Includes description from Levels 1, 2, 3, 4 plus application of 2 coats of compound.

Skim 3 Coats Includes description from Levels 1, 2, 3, 4 plus application of 3 coats of compound.

You the buyer may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.

By signing this below you are acknowledging knowing

1. Contractor's #HIC.0645324
2. The contract date
3. The commencement date for the work (anticipated) and
4. Completion date (anticipated) which is subject to Buyers' approval or modification, or events beyond Contractor's control,
5. Three day right of rescission form is attached separately, and
6. You have received a copy of this contract and the rescission rights form.
7. You have recieved a copy of the "The Lead-Safe Certified Guide to Renovate Right"
(All of these documents are attached below)



ESTIMATOR SIGNATURE

DATE

CUSTOMER SIGNATURE

DATE

Quote #3983 for Frank Fanelli
Total value: \$22,500.00



City of New Haven

Bureau of Purchases

200 Orange Street, Room 301

New Haven, CT 06510

Tel: 203-946-8201 Fax: 203-946-8206

Honorable Justin Elicker
Mayor

Malinda Figueroa
Purchasing Agent

The City of New Haven ("City") is accepting sealed Bids for the following:

INVITATION TO BID

Project Summary

Contract Name:	Career Class 302 Ceiling						
Solicitation #:	21911		City Project #:	N/A			
Projection Description:	qualified General Contracting Company to perform work in Classroom 302 at Regional Career High School in New Haven, CT. This project will be to renovate the contents of approximately 1,250 sq. ft. of an existing classroom acoustic sprayed ceiling.						
Department:	BOE -Facilities						
Solicitation/Advertise Date:	December 5, 2023						
Intend to Bid Due Date	December 12, 2023						
Bid Due Date:	December 13, 2023			Bid Opening Time:	3:00	PM	
Pre-Bid Meeting Date:	N/A			Pre-Bid Meeting Time:			
Pre-Bid Meeting Location:	N/A						
Solicitation Type:	Construction	<input checked="" type="checkbox"/>	Service		SCD* - Construction		SCD* - Service
Contract Term:	Construction	(See Specification)	Service	1	year		Renewals Option(s) (at the sole discretion of the CONH)
Material Markup Allowed	<input checked="" type="checkbox"/>	NO	<input type="checkbox"/>	Yes	If Yes enter percent markup on your Statement of Qualifications form		
System for Award Management (Federal Requirement)		YES	<input checked="" type="checkbox"/>	NO	If marked yes, to bid and get paid you must already have a Unique Entity ID. See Statement of Qualification Form		
Insurance Requirements:	Refer to Rider			(This Rider is attached)			
MBE/WBE Utilization Form:	Required if your base Bid Submission is \$150,000 or greater						
Local Preference:	<input checked="" type="checkbox"/>	YES			NO		
Bid Bond:	N/A			Percentage Amount:	N/A	%	
Labor, Material and Performance Bond:	N/A						
Wage Rates:	<input checked="" type="checkbox"/>	Livable Wage \$19.95 FY 23/24		Prevailing Wage State		Davis Bacon Federal	

Specifications

The City of New Haven Public Schools (NHPS) is soliciting proposals from qualified General Contracting Company to preform work in Classroom 302 at Regional Career High School at 140 Legion Ave, New Haven, CT. This project will be to renovate the contents of approximately 1,250 sq. ft. of an existing classroom acoustic sprayed ceiling. The NHPS expects to select and contract with one company to provide the services listed in the scope of work below.

Pricing to include:

- All labor and materials
- Travel Charges
- Mileage Charges
- Disposal Charges
- 5 Year Warranty on all labor and installations
- Permits
- Misc. Fees

Additionally, all licensing and insurance requirements listed in this BID must be met.

It is the goal of the NHPS to enter into agreement with a vendor that will provide services efficiently, will accurately bill, and will provide high quality, flexible customer service to the NHPS. The Vendor will be expected to maintain expert knowledge of this service to ensure the NHPS is receiving the highest quality service at the most affordable rates while maintaining quality and secure technology. Services must be completed within 60 calendar days of receipt of the P.O. (See attached Construction Plans)

Background on NHPS go to: <https://www.nhps.net/>

I. Qualifications

Eligible vendors will be those individuals, businesses and firms that meet the following qualifications:

1. Proposer must have demonstrated experience and expertise in Connecticut in the past (5) years regarding the types of or similar services as those outlined in the introduction.
2. Proposer must have a proven track record in providing these types of services for similarly sized municipal governments, preferably in Connecticut.
3. Proposer must be familiar with, qualified, and properly licensed in the State of Connecticut to perform its obligation under this proposal in compliance with all applicable Federal and State of Connecticut laws and regulations, statutes, and policies.

II. Expectations

- Vendor is expected to provide industry standard or higher quality services while maintaining a focus on providing a cost-effective service to the NHPS.
- Vendor is expected to provide the highest quality customer service to the NHPS, not limited to, but particularly in the areas of reliability and billing.
- The selected Company shall work with and cooperate with the NHPS Director of Project Management.

- Rendering services in pursuant to this BID shall be directed to the City of New Haven Finance Department.
- All work must be performed after 3PM and on weekends in coordination with the principal of Career Regional High School and the NHPS Director of Project Management.

III. **Scope of Services**

- new construction of applying a translucent sealant directly to the existing acoustic sprayed compound on the ceiling. (refer to drawings)
- Protection of the existing space and MEP to remain shall be included.
- Refer to drawings for Bond-Seal type (no substitutions)
- Drawings will include the following:
 - A1.01 FIRST FLOOR REFLECTED CEILING PLANS

IV. **General Note:**

- Refer to plans and specifications for more information.