

### Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

From: Chief Operating Officer Office

Date: December 8, 2020

**Re:** Award of Contract with NPower

Contractor Name: NPower Construction & Electric, LLC

Contractor Address: 64 Thompson St, Unit B206, East Haven, CT 06513

Is the contractor a Minority or Women Owned Small Business? N/A

Renewal or Award of Contract/Agreement? Award of Contract

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$852,369.16

**Contract or Agreement #:** 

**Funding Source & Account #:** Capital Funding - 3C202074-58101

**Key Questions:** (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- 1. What specific service will the contractor provide:
  - Install new LED Lighting as outlined in RFP bid documents. The six schools are Wilbur Cross, Wexler Grant, Mauro Sheriden, Edgewood, Co-op & Fair Haven.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? <u>Please describe the selection process</u> including other sources considered and the rationale for selecting this method of selection: RFP 2020-07-1336, the rationale for the selection process was the overall proposal, cost, feasibility, and experience-providing service.
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement? N/A
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?
- 5. If this Contractor is New has cost for service increased from previous years? If yes, by how much? New Service not an ongoing project.

6.	Is this a service existing staff could provide? Why or why not?  No the company selected via the RFP process, and was selected based on specific criteria.



# City of New Haven Department of Finance Contract/Agreement Award & Synopsis

Date:	October 9, 2020				
Contract Synopsis/Purpose: Please provide a detailed description of the scope of work and the purpose for this contract/agreement	Install new LED Lighting as outlined in RFP bid documents. The six schools are Wilbur Cross, Wexler Grant, Mauro Sheriden, Edgewood, Co-op & Fair Haven.				
Contract Name:	LED Lighting Projec	t for Six Sch	nools		
Contract / RFP / CPO No:	RFP 2020-07-1336	Corporatio	on Counsel No.  Counsel use only)		
City Department:	BOE Facilties Depar	tment	Department Head:	John Barbarotta	
Department Contact:	John Barbarotta		Telephone:	475-220-1644	
Fund:	□General □Gran	ıt 🗆 Capit	tal □Special □Ent	terprise	
Grant or Capital Source	Capital Funding				
Description (i.e. Grant					
Name):					
Account No:	3C202074-58101				
Amount of Contract:	\$852,369.16				
Contract Term:	Start Date: Novem	ber 1, 2020	End Date:   Janu	ary 15, 2021	
TI 1 0 1	F 404 6	D.II	**	01:	
Vendor Code:	54016	Bill to:	X	Ship to: X	
Contractor's Name:	N Power Construction		cal, LLC	DEGLUDED	
Contractor Email:	JRiga@npowercnelec	t.com		REQUIRED	
Contractor Contact:		26			
Address:	64 Thompson St, B20				
City, State, ZIP:	East Haven, CT 0651	. 3			
Telephone:	203-494-5206	1 1			
Vendor Questions:	Has this vendor perfo	ormed the se	ervice(s) in prior fiscal	years?	

Please complete this form it its entirety: Forward the contract award to Purchasing or attach this form to the RFA.

Save the file for example as: CAS-21451-2-2 On Call HVAC **Do not enter a requisition for this award.** 

Statement of Award (SOA)									
	Contract # :								
	Contract Name:							-	
	Contract Name.	LED LIGHTING PROJECT							
		FOR SIX SCHOOLS						-	
	Contract Period:	July 1, 2020-June 30, 2021							
	Contractor:	N Power Construction &							
		Electrical, LLC							
	Amount:	\$ 852,369.16							
	Item #	Description	Est Qty	Unit of	Un	it Price	Model	Tota	l Price
			Lot Qty	Measure			Brand		
Wilbur Cross									
		Material Cost□	1	Lump Sum				\$	116,959.55
		Eabor Cost□	1	Lump Sum		145,000.00		\$	145,000.00
	918346	Other Costs (list)□	1	Lump Sum	\$	12,345.00		\$	12,345.00
Wexler Grant									
Wexier Grant	918355	Material Cost□	1	Lump Sum	\$	47,412.21		\$	47,412.21
		Labor Cost□	1	Lump Sum		41,000.00		\$	41,000.00
	918357	Other Costs (list)□	1	Lump Sum		3,925.00		\$	3,925.00
Mauro Sheridan									
Mauro Sileridan	918366	Material Cost□	1	Lump Sum	\$	8,356.46		\$	8.356.46
		Labor Cost□	1	Lump Sum	\$	4,000.00		\$	4,000.00
		Other Costs (list)□	1	Lump Sum	\$	600.00		\$	600.00
Edgewood									
Lugewood	918377	Material Cost□	1	Lump Sum	\$	4,482.96		\$	4,482.96
		Labor Cost□	1	Lump Sum	\$	2,800.00		\$	2,800.00
		Other Costs (list)□	1	Lump Sum	\$	-		\$	-
COOP									
	918388	Material Cost□	1	Lump Sum	\$	83,888.23		\$	83,888.23
		Labor Cost□	1	Lump Sum	\$	81,000.00	1	\$	81,000.00
		Other Costs (list)□	1	Lump Sum	\$	6,191.00		\$	6,191.00
Fairhaven									
. unitatell	918410	Material Cost□	1	Lump Sum	\$	147,313.75		\$	147,313.75
		Labor Cost□	1	Lump Sum	\$	133,495.00		\$	133,495.00
		Other Costs (list)□	1	Lump Sum	\$	13,600.00		\$	13,600.00
						,		\$	852,369.16

### CITY OF NEW HAVEN

New Haven, Connecticut 06510

# DISCLOSURE & CERTIFICATION AFFIDAVIT



	EVERY SECTION MUST BE COMPLETED				
	For help completing this form contact 203-946-8201				
Co	ontractor/Vendor Name:	NPOWER COnstruction & Flectric			
	Address:	64 Thompson St. B206 East Haven, CT. 06513			
Т	elephone and/or Fax #:	203 494 5206 fax: 475 441 7450			
	Email Address:	JRIGA @ NPOWER CHE LECT. COM			
	Contact Person:	John Riga			
		oses of this Disclosure and Certification Affidavit, the following definitions apply:			
(a)	"Person" means one (1) or more inc	ividuals, partnerships, corporations, associations, or joint ventures.			
(b)		formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the			

city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city.

(c) "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven.
 (d) "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor.

Sta	te of	connecticut	County of NEW HOWEN		
l,	Ji	hn Rigo (type or print your name above)	being first duly sworn, hereby deposes and says that:		
1.			of making statements under oath; I understand that the City of		
2a.	I am the corporate secretary or majority owner (including sole proprietorship) of Insert Company Name above				
2b.	if an individual, insert your name above				
3.	related	d thereto.	referenced agreement (the "Agreement") and of all pertinent circumstances		
4.	Pleas the re	levant tax obligations to this Affidavit (mark an "X" in the	r, if none of the below are accurate, attach an explanation of the status of appropriate box or "NA" if none apply).		
4a.		Contractor) has filed a list of taxable personal property with t	each owner, partner, officer, authorized signatory or Affiliate Entity of the e City of New Haven for the most recent grand list and all taxes are current.		
4b.	JR	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.			
4c.	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.				
5.	TR	Affiliate Entity) does not have any outstanding monetary obli			
6.	Please	e select the applicable representation about the Contractor's b			
6a.	JR	Contractor is a Connecticut corporation, partnership, limited proprietorship and its Connecticut Secretary of the State Bus			
6b.		Contractor is a foreign corporation, partnership, limited liabili proprietorship but is registered to do business in the State of	y company or sole Connecticut. The		
6c.		Contractor's Connecticut Secretary of the State Business ID Contractor is a foreign corporation, partnership, limited lia	bility company or sole		
		proprietorship and is not registered to do business in the Sta Contractor is registered in the State of:	Please insert state name above		
		Contractor has confirmed with the Connecticut Secretary of the State in the State of Connecticut and no registration with the Connecticut S Connecticut registrations, certificates or approvals relevant to the Agr	that the services it will provide pursuant to the Agreement do not constitute doing business ecretary of the State is required. Contractor does otherwise have the following State of ement (if not applicable, state N/A).		

lew Haven. For purpose including officers) of the ( he Contractor, and "affilia	s of this Affidavit, Contractor or any o ted with the City o in an official capa	"affiliated with the busi owner, board member or f New Haven" means an city for or on behalf of t	iness of the Co agent of the Co y employee, ag	ne Contractor who are also af ntractor" includes any curren ntractor, or of any subsidiary ent, public official, board mer Haven. If none state none.	nt or former er or parent com nber, commiss
Name		on Role & Time Frame	Contractor Af	filiation Role & Time Frame	DOB
1					
2					
The following list is a list of all contracts in which either the Contractor, any Affiliate Entity of the Contractor provides, or has provided, services or mate disclosure. If none, state none. Use additional sheet if necessary (must be o					
Affiliate Entity of the Cont disclosure. If none, state i	ractor provides, or none. Use addition	has provided, services al sheet if necessary ( <u>m</u>	or materials to ust be on comp	the City within one (1) year pany letterhead and notarized):	prior to the date
Affiliate Entity of the Cont	ractor provides, or none. Use addition	has provided, services	or materials to ust be on comp	the City within one (1) year p	rior to the date

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

Address

Type of Ownership

**Organization Name** 

Name	Title	% of Ownership	DOB
1			
2			

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

TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS

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

Signature & Title of person completing this f	orm: X Jal //_
THIS FORM MUST BE NOTARIZE Signature of Notary:	NOTARY SEAL (if available)
Subscribed and sworn to, before me on the	
My Commission Expires:	CARMINE MONTUORI NOTARY PUBLIC

State of Connecticut

This form should be mailed or emailed to the Connecticut State of Connecticut

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(This form shall be updated if the Agreement contemplated hereby is not executed within six months of the date hereof.)

500,000

500,000

10,000



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

PRODUCER	203-481-2684	CONTACT Carmine Montuori, CIC			
V. F. McNeil & Company Inc. P O Box 1095		PHONE (A/C, No, Ext): 203-481-2684	FAX (A/C, No): 203-483-1891		
500 East Main Street Branford, CT 06405		E-MAIL ADDRESS: cmontuori@vfmcneil.com			
Carmine Montuori, CIC		INSURER(S) AFFORDING COVERAGE	NAIC#		
		INSURER A: Travelers Insurance	25658		
INSURED Construction 8		INSURER B : Berkshire Hathaway Guard	42390		
INSURED Npower Construction & Electrical, LLC 64 Thompson St Unit B206 East Haven, CT 06513		INSURER C : Quincy Mutual Group	15067		
East Haven, CT 06513		INSURER D:			
		INSURER E :			
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	REVISION NUM	IBER:		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** LIMITS COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR 300,000 680-0G614421-20-42 06/22/2020 06/22/2021 X X **Business Owners** 5.000 MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER **GENERAL AGGREGATE** 

PRO-JECT 2.000,000 POLICY LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 AUTOMOBILE LIABILITY S ANY ALITO ACV001138 06/10/2020 06/10/2021 X X BODILY INJURY (Per person) \$ SCHEDULED AUTOS OWNED AUTOS ONLY **BODILY INJURY (Per accident)** X HIRED ONLY PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY Α X OCCUR X 2,000,000 UMBRELLA LIAB EACH OCCURRENCE \$ **EXCESS LIAB** CUP-8J45389A-20-42 06/22/2020 06/22/2021 CLAIMS-MADE 2,000,000 AGGREGATE DED X RETENTIONS 10000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY X PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) NPWC126088 03/02/2020 03/02/2021 500,000 X E.L. EACH ACCIDENT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of New Haven is included as an additional insured under general liability and auto when required by written contract subject to terms & conditions of the policy. Waiver of Subrogation applies for liability, auto and workers compensation.

CERTIFICATE HOLDER	CANCELLATION
City Of New Haven 200 Orange Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
New Haven, CT 06519	AUTHORIZED REPRESENTATIVE Carmine Montuori, CIC

If yes, describe under DESCRIPTION OF OPERATIONS below

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

PROPERTY

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
STANDARD PROPERTY POLICY

A. The Cancellation Common Policy Condition is replaced by the following:

### Cancellation

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- **2.** Cancellation of policies in effect for less than 60 days.

If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 30 days before the effective date of cancellation if we cancel for any other reason.
- Cancellation of policies in effect for 60 days or more.
  - a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this

policy by giving you written notice of cancellation at least:

- (1) 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:
  - (a) Nonpayment of premium;
  - (b) Conviction of a crime arising out of acts increasing the hazard insured against;
  - (c) Discovery of fraud or material misrepresentation by you in obtaining the policy or in perfecting any claim thereunder;
  - (d) Discovery of any willful or reckless act or omission by you increasing the hazard insured against; or
  - (e) A determination by the Commissioner that continuation of the policy would violate or place us in violation of the law; or
- (2) 60 days before the effective date of cancellation if we cancel for one or more of the following reasons:

- (a) Physical changes in the property which increase the hazard insured against;
- (b) A material increase in the hazard insured against; or
- (c) A substantial loss of reinsurance by us affecting this particular line of insurance.
- b. We may not cancel policies in effect for 60 days or more or renewal policies for any reason other than the reasons described in Paragraph 3.a. above.
- c. If we cancel for nonpayment of premium, you may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the effective date of cancellation.
- d. Notice of cancellation will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a United States Post Office certificate of mailing.
- We will give notice to you at your last mailing address known to us.
- Notice of cancellation will state the specific reason for the cancellation and the effective date of cancellation. The policy period will end on that date.
- 6. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- 7. If notice is mailed, proof of mailing will be sufficient proof of notice.
- **B.** The following conditions are added and supersede any other provision to the contrary:

#### 1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph **B.3.** of this endorsement.

With respect to automobile liability insurance policies only, your policy shall terminate on

the effective date of any other insurance policy you purchase with respect to any automobile designated in both policies.

#### 2. Conditional Renewal

- a. If we conditionally renew this policy under terms or conditions less favorable to the insured than currently provided under this policy, then we will send notice as provided in Paragraph B.3. of this endorsement.
- **b.** The conditional renewal notice shall clearly state or be accompanied by a statement clearly identifying any:
  - (1) Reduction in coverage limits;
  - (2) Coverage provisions added or revised that reduce coverage; or
  - (3) Increases in deductibles.

## 3. Notices Of Nonrenewal And Conditional Renewal

- a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs B.1. and B.2. of this endorsement, we will mail or deliver to you a written notice of nonrenewal or conditional renewal, stating the specific reason for nonrenewal or conditional renewal, at least 60 days before the expiration date of this policy. The notice will be sent to your address last known to us.
- **b.** This notice will be delivered or sent by:
  - (1) Registered mail;
  - (2) Certified mail; or
  - (3) Mail evidenced by a certificate of mailing.

If notice is mailed, proof of mailing is sufficient proof of notice.

- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.
- C. The When We Do Not Renew Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.