

WATERBURY BOARD OF EDUCATION

Special Meeting

Thursday, September 7, 2023 at 5:30 p.m.

Waterbury Arts Magnet School, 16 South Elm Street, Waterbury, CT

1. *Silent Prayer*

2. *Pledge of Allegiance to the Flag*

3. *Roll Call*

4. *Committee on Finance* ~ Commissioner Orso

4.1 Request approval of Amendment One (1) to the Construction Contract with *Connecticut Combustion Corporation* (RFP7541) for Boiler System Replacements at Maloney Interdistrict Magnet and Washington Elementary Schools (RFP#7541).

4.2 Request approval Amendment Two (2) to the Construction Contract with J. A. Rosa Construction, LLC for Six Auditorium Upgrades.

4.3 Request approval of Amendment Two (2) to the Professional Services Agreement (RFP#7194) with *Friar Architecture, Inc.*, for Architectural/Engineering Design Services for Assessment and Upgrades to the Existing Auditoriums at six schools.

4.4 Request approval of Amendment Two (2) to the Construction Contract with *All State Construction, Inc.* to provide HVAC Upgrades/Replacements at Gilmartin and Duggan Elementary Schools.

5. *Adjournment*

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #4.1

September 7, 2023

To the Board of Education
Waterbury, CT


Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of Amendment One (1) to the Construction Contract with *Connecticut Combustion Corporation* (RFP7541) for Boiler System Replacements at Maloney Interdistrict Magnet School and Washington Elementary School, subject to any non-substantive changes approved by the Corporation Counsel's office.

MEMORANDUM

DATE: August 28, 2023

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer 

RE: Executive Summary for Amendment #1 to the Boiler System Replacements
Contract at Maloney Interdistrict Magnet and Washington Elementary Schools
(RFP #7541) with Connecticut Combustion Corporation

Connecticut Combustion Corporation (CCC) was awarded a contract for Boiler System Replacements at Maloney Interdistrict Magnet and Washington Elementary Schools in the amount of \$598,153.50. The contract was initiated under Request for Proposal #7541 with funds coming from the Elementary and Secondary School Emergency Relief (ESSERII) funds aligning with the grant's use of funds to improve indoor air quality in schools.

As per Amendment #1, we are respectfully requesting an additional \$45,290 for unforeseen Asbestos Containing Material (ACM) abatement and removal at Washington School to facilitate the boiler replacement project, which includes third party air testing. Amendment #1 will increase the total contract amount to \$643,443.50. The contract term will remain on schedule. The Education Department has been very pleased with Connecticut Combustion's service and performance thus far.

Thank you for your consideration.

AMENDMENT NUMBER 1
Construction Contract
for
Maloney Interdistrict Magnet School
and
Washington Elementary School Boiler Replacements
between
City of Waterbury
and
Connecticut Combustion Corporation

THIS AMENDMENT NUMBER 1, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **CONNECTICUT COMBUSTION CORPORATION**, located at 40 Whittemore Road, Middlebury, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the parties executed an Agreement (the "Agreement"), effective June 30, 20223 (the "Effective Date"), for the removal and legal disposal of the boiler system and associated components at Maloney Interdistrict Magnet School located at 233 South Elm Street, Waterbury, Connecticut 06706 and Washington Elementary School located at 685 Baldwin Street, Waterbury, Connecticut 06706 and the furnishing and installation of a new boiler systems at the schools (the "Project");

WHEREAS the parties recognize that certain extra and additional work and services consistent with the original scope of the Project are required; and

WHEREAS the Parties seek to amend the Agreement to describe the additional work and services and the costs associated therewith as more particularly described below.

NOW THEREFORE, the Parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein;
2. The Parties have documented the extra work and associated costs as outlined in Contractor's quotation, dated July 14, 2023 (the "Quote"), which forms the basis for Change Order 1, dated August 8, 2023. Copies of Change Order 1 and the Quote are attached hereto and made a part hereof as Exhibit A.
3. **Section 6 Compensation** shall be amended such that the original **Section 6.1. Fee Schedule** is deleted and replaced with the following new **Section 6.1**, which shall provide as follows:

KTP

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below in this Section 6, the fee payable to the Contractor shall not exceed **SIX HUNDRED FORTY-TWO THOUSAND NINETEEN DOLLARS AND FIFTY CENTS (\$642,019.50)** (hereafter referred to as "Total Contract Amount") with the basis for payment being Contractor's Bid set forth in **Attachment A**, which is summarized below and inclusive of the required payment and performance bonds:

- i. \$389,760 (base payment for Maloney Interdistrict Magnet School);
- ii. \$179,910 (base payment for Washington Elementary School);
- iii. \$43,866 (Change Order 1 at Washington Elementary School for ACM Abatement and Removal; and
- iii. \$28,483.50 (Owner Controlled Contingency as governed by Section 6.1.1 below).

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1(iii) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Such Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see Section 27), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

- 4. All other terms, conditions and provisions of the Agreement shall remain in full force and effect and binding upon the Parties.

SIGNATURE PAGE FOLLOWS

11/17

IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 1 on the dates signed below.

WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

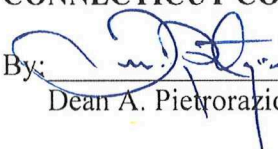
Date: _____

WITNESSES:

CONNECTICUT COMBUSTION CORP.



SPT

By: 
Dean A. Pietrorazio, duly authorized

Date: 08-25-23



Prime Contract Change Order

Project: RFP #7804

City PO #: 214342

To: (Contractor): Connecticut Combustion Corp
40 Whittemore Road, Middlebury CT

Change Order #: 1

Change Order Date: 8/8/2023

CUR #	date	Description	Amount
1	7/14/23	Asbestos Abatement at Washington School	\$ 43,866.00
2	8/2/23	Air Monitoring at Washington School (From Contingency)	\$ 1,424.00
Total for Change order 1			\$ 45,290.00

TOTAL CONTRACT SUM

The original Base Contract Sum was.....	\$ 569,670.00
Owner Controlled Contingency Appropriation (OCCA).....	\$ 28,483.50
The current Total Contract Sum will be	\$ 598,153.50

BASE CONTRACT SUM

The original Contract Sum was.....	\$ 569,670.00
The net change by previously authorized Change Orders was.....	\$ -
The Contract Sum prior to this Change Order was	\$ 569,670.00
The Contract Sum will be increased by this Change Order.....	\$ 45,290.00
The new Base Contract Sum will be	\$ 614,960.00

Not Valid until signed by Owner, Architect and Contractor

OWNER CONTROLLED CONTINGENCY APPROPRIATION (OCCA)

OCCA - Included in Approved Contract or Amendment	\$ 28,483.50
OCCA added to Contract Sum by previously authorized Change Orders was.....	\$ -
Available balance of OCCA prior to this Change Order	\$ 28,483.50
OCCA added to Contract Sum by this Change Order.....	\$ (1,424.00)
Remaining available balance of approved OCCA following this Change Order.....	\$ 27,059.50

NEW TOTAL CONTRACT SUM

The new Base Contract Sum will be	\$ 614,960.00
Remaining available balance of approved OCCA following this Change Order.....	\$ 27,059.50
The new Total Contract Sum will be	\$ 642,019.50

Authorized by Owner:

Accepted by Contractor:

Architect:

City of Waterbury
235 Grand St
Waterbury, CT 06702

General Contractor

Design Team

Signature

Signature

Signature

Printed Name, Title

Printed Name, Title

Printed Name, Title

For ARPA & ESSER funded projects:

KBE Building Corp.
76 Batterson Park RD
Farmington, CT 06032

Signature

Printed Name, Title



40 Whittemore Road, Middlebury CT 06762
Tel • (203)758-1077 Fax • (203)758-9519
Email • ccc@ctcombustion.com
Web • www.ctcombustion.com

07/14/23

City of Waterbury
235 Grand Street
Waterbury, CT 06702

c/o KBE Building Corporation
76 Batterson Park Road
Farmington, CT 06032

Attn.: Mr. David Heavener, Project Manager
Re.: Washington School: Asbestos (ACM) Removal & Boiler Demolition

Dear Mr. Heavener:

Below and per your request, please find our quotation for ACM abatement and removal at the Washington School site, to facilitate the boiler replacement project there.

This quotation is inclusive of the provided specification requirements; additionally, this quotation includes compliance with CGS31-53 (prevailing wage), which applies to this project; please note that we are prohibited from separating the requested ACM removal work from the core replacement project in this regard.

Pricing for this work is as follows:

FORTY THREE THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS (\$43,866.00)

Should you elect to proceed, a prompt response is necessary to meet the schedule guidelines and assure of timely completion in accordance with the core project timetable and the guidelines of the facility; please let me know your thoughts as soon as practicable. As you know, a mandatory ten (10)-day notification period prior to the onset of this work is required by CT procedures.

Please contact me at any time if you have any questions or require further assistance at (203)223-3083.

Regards,

Dean A. Pietrorazio
President
CONNECTICUT COMBUSTION CORPORATION

*Burners • Boilers • Energy Management Systems • Domestic Hot Water Systems
Fuel Oil Storage Systems • Specialties • Piping • Chemical Treatment • Controls • Services
Unless otherwise stated, proposals are valid for thirty (30) days from the date of this writing.*

CT Contractor Licenses • S3-00308735(HVAC), E1-00102056(ELECTRICAL)

CWKBED71423.doc



40 Whittemore Road, Middlebury CT 06762
Tel • (203)758-1077 Fax • (203)758-9519
Email • ccc@ctcombustion.com
Web • www.ctcombustion.com

08/02/23

City of Waterbury
235 Grand Street
Waterbury, CT 06702

c/o KBE Building Corporation
76 Batterson Park Road
Farmington, CT 06032

Attn.: Mr. David Heavener, Project Manager
Re.: Washington School: Asbestos (ACM) Removal

Dear Mr. Heavener:

Below please find our quotation for ACM abatement third party air testing, requested as additional work to the ACM abatement at the Washington School site.

This quotation is inclusive of the provided specification requirements.

Pricing for this work is as follows:

ONE THOUSAND FOUR HUNDRED TWENTY FOUR DOLLARS (\$1,424.00)

Should you elect to proceed, a prompt response is necessary to meet the schedule guidelines and assure of timely completion in accordance with the project timetable and the guidelines of the facility; please respond at your earliest convenience.

Please contact me at any time if you have any questions or require further assistance at (203)223-3083.

Regards,

Dean A. Pietrorazio
President

CONNECTICUT COMBUSTION CORPORATION

*Burners • Boilers • Energy Management Systems • Domestic Hot Water Systems
Fuel Oil Storage Systems • Speciefiles • Piping • Chemical Treatment • Controls • Service
Unless otherwise stated, proposals are valid for thirty (30) days from the date of this writing.*

CT Contractor Licenses • S3-00306735(HVAC), E1-00102056(ELECTRICAL)

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BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #4.2

September 7, 2023

To the Board of Education
Waterbury, CT


Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Construction Contract with *J. A. Rosa Construction, LLC*, to provide Six Auditorium Upgrades, subject to any non-substantive changes approved by the Corporation Counsel's office.

EXECUTIVE SUMMARY

DATE: August 22, 2023

TO: Honorable Board of Education Commissioners
Honorable Board of Aldermen Members

FROM: Nicholas J. Albin, Chief Operating Officer 

RE: Executive Summary for Amendment #2 to the Construction Contract (RFP#7506) for Six Auditorium Upgrades with J.A. Rosa Construction, LLC

J.A. Rosa Construction, LLC (J.A.Rosa) was awarded a contract for Six Auditorium Upgrades at Crosby High, Wilby High, Kennedy High, West Side Middle, Rotella Magnet and Waterbury Arts Magnet Schools in the amount of \$6,612,400. The contract was initiated under Request for Proposal #7506 with funds coming from the Elementary and Secondary School Emergency Relief (ESSER II) funds.

Amendment #1 established an owner-controlled contingency in the amount of \$200,000 to facilitate the timely approval of the contractor change order requests resulting from unexpected expenses that may arise during the course of the construction. Amendment #1 increased the contract total to \$6,812,400. All contractor change order requests will be carefully reviewed and evaluated by the architect/engineer of record, program manager and BOE designated project owner representative.

Regarding Amendment #2, we are respectfully requesting an additional extension of time and compensation due to an expansion of the scope of work to entail complete renovation status at all schools. During demolition and renovations, WPS staff found lighting and technology upgrades were inadequate; flooring was below expectations and finishes were out-of-date. Therefore, we request to increase the compensation of the contract by \$566,171.61 to a total contract amount of \$7,378,571.61, and extend the contract term to December 31, 2023. Funding for this amendment will come from ESSER II.

Thank you for your consideration.

AMENDMENT 2
to
Construction Contract
for
Six Auditorium Upgrades
between
City of Waterbury
and
JA Rosa Construction, LLC

THIS AMENDMENT NUMBER 2, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **JA ROSA CONSTRUCTION, LLC**, located at 17 Town Line Road, Wolcott, Connecticut, a duly registered Connecticut limited liability company (the "Contractor").

WHEREAS the parties executed an Agreement (the "Agreement"), effective April 13, 2023 (the "Effective Date"), relating to **Request for Proposal ("RFP") No. 7506** for the selective demolition and performance of all associated improvements to six school auditoriums (the "Project");

WHEREAS the parties amended the Agreement to increase the Total Contract Amount as defined per Amendment 1 to include an Owner Controlled Contingency provision to be used for services not previously contemplated under the April 13, 2023, Agreement; and

WHEREAS the parties seek to further amend the Agreement to increase the Total Contract Amount as defined per this Amendment 2 to include an Owner Controlled Contingency provision to be used for services not previously contemplated under the Agreement and Amendment No. 1, as well increase the time periods for final completion of the Project – all as further set forth below.

NOW THEREFORE, the parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.
2. The Parties agree to amend the Agreement by this Amendment 1 to include an Owner Controlled Contingency.
3. Section 5 of the Agreement is amended as follows:

5. Contract Time. The Contractor shall Substantially Complete all work and services required under this Contract on or before November 30, 2023, and shall reach Final Completion on or before December 31, 2023 ("Contract Time").

4. Pursuant to this Amendment, Attachment C to the Agreement is replaced with a new Project Schedule, which is attached hereto as Exhibit A.
5. **Section 6 Compensation** shall be further amended such that the prior amended **Section 6.1. Fee Schedule** is deleted and replaced with the following new **Section 6.1** (inclusive of **Section 6.1.1**), which shall provide as follows:

6.1. Fee Schedule. Subject to retainage, limitations, etc. set forth below Section 6, the fee payable to the Contractor shall not exceed **SEVEN MILLION THREE HUNDRED SEVENTY-EIGHT THOUSAND FIVE HUNDRED SEVENTY-ONE AND 61/100 DOLLARS (\$7,378,571.61)** (hereafter referred to as "Total Contract Amount") with the basis for payment of the Base Payment being Contractor's Price Proposal set forth in Attachment A, which is summarized below and inclusive of the required payment and performance bonds:

A. Crosby High School

- i. \$1,130,228 (base payment)
- ii. \$18,615 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any);

B. Kennedy High School

- i. \$2,262,758 (base payment)
- ii. \$23,239 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any);

C. Rotella Magnet School

- i. \$621,209 (base payment)
- ii. \$19,803 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any);

D. Waterbury Arts Magnet School

- i. \$620,999 (base payment)
- ii. N/A (allowance/alternates); and
- iii. N/A (change orders, if any);

E. West Side Middle School

- i. \$722,235 (base payment)
- ii. \$16,746 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any); and

F. Wilby High School

- i. \$1,149,647 (base payment)
- ii. \$26,921 (additional approved work as listed in **Section 1.1.4**); and
- iii. N/A (change orders, if any); and

G. Owner Controlled Contingency as governed by **Section 6.1.1** below - \$766,171.61.

6.1.1 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6.1(G) of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Controlled Contingency shall be the funding source for any City approved additional work and services not provided for in this Contract. Unless properly approved in writing by the City (see Section 27), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6. Other than as amended herein, all other terms, conditions and provisions of the Agreement and Amendment Number 1 shall remain in full force and effect and binding upon the Parties.

IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 2 on the dates signed below.

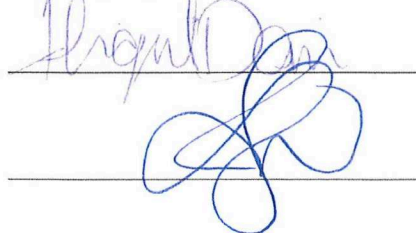
WITNESSES:

CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:



JA ROSA CONSTRUCTION, LLC

By: 
John A. Rosa, Managing Member

Date: 8/22/23

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #4.3

September 7, 2023

To the Board of Education
Waterbury, CT

Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve of Amendment Two to the Professional Services Agreement (RFP#7194) with *Friar Architecture, Inc.*, for Architectural/Engineering Design Services for Assessment and Upgrades to Kennedy High School, Crosby High School, Wilby High School, West Side Middle School, Rotella Magnet School, and Waterbury Arts Magnet School, subject to any non-substantive changes approved by the Corporation Counsel's office.



Nicholas J. Albini

Chief Operating Officer

(203) 346-2340 x2

nalbini@waterbury.k12.ct.us

EXECUTIVE SUMMARY

Date: August 30, 2023

To: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

From: Nicholas J. Albini, Chief Operating Officer

Re: Executive Summary for Amendment #2 to the Professional Services Agreement for Architectural/Engineering Design Services for Auditorium Upgrades at Kennedy, Crosby, Wilby High Schools, West Side Middle School, Rotella and Waterbury Arts Magnet Schools with Friar Architecture, Incorporated

Friar Architecture, Incorporated (Friar) was awarded a contract for architectural/engineering design services for the auditorium upgrades at Kennedy, Crosby, Wilby High Schools, West Side Middle School, Rotella and Waterbury Arts Magnet Schools on July 19, 2022 to modernize the auditorium spaces, complete with ADA access modifications, new seating, lighting, stage curtains, flooring, and sound and lighting upgrades. The contract was initiated under RFP#7194 and the funding source is Elementary and Secondary School Emergency Relief Fund (ESSER II). The initial agreement amount was \$314,400 and is based on a predetermined scope of work.

Amendment #1 extended the term of the contract to a final completion date of January 30, 2024 at no additional cost. This extension allows Friar to effectively perform contract administration services and ensure a smooth project closeout.

As per amendment #2, we are respectfully requesting your review and approval to include an additional fee of \$106,000 for owner controlled contingency to be used for services not previously contemplated under the contract documents. These services were found by Waterbury Public Schools staff during demolition and renovations and they include inadequate lighting and technology upgrades, below-grade flooring and out-of-date finishes. The funding source will be the Elementary and Secondary School Emergency Relief Fund (ESSER II).

Thank you for your consideration.

c: Mike Konopka, Jerry Gay

Amendment #2
to
PROFESSIONAL SERVICES AGREEMENT
RFP No. 7194
For
Architectural / Engineering Design Services For Assessment And
Upgrades To The Existing Auditoriums At The Kennedy High School,
Crosby High School, Wilby High School, West Side Middle School,
Rotella Magnet School, And Waterbury Arts Magnet School
between
The City of Waterbury, Connecticut
and
Friar Architecture Inc.

THIS AMENDMENT (“Amendment #2”) is by and between the CITY OF WATERBURY, City Hall, 235 Grand Street, Waterbury, Connecticut (the “City”) and FRIAR ARCHITECTURE INC. (the “Contractor”), located at 21 Talcott Notch Road, Farmington, Connecticut, a State of Connecticut duly registered corporation (jointly referred to as the “Parties” to this Amendment).

WHEREAS, the City and the Contractor entered into an Agreement, effective on September 9, 2022, for architectural / engineering design services for assessment and upgrades to the existing auditoriums at the Kennedy High School, Crosby High School, Wilby High School, West Side Middle School, Rotella Magnet School, And Waterbury Arts Magnet School (the “Agreement” or “Contract”) Amendment # 1 to the Agreement (“Amendment # 1”), effective on June 30, 2023; and

WHEREAS, in accordance with Section 21 of the Agreement, the Parties hereby wish to amend the Agreement to in order to expand the compensation terms of the Agreement, to include an Owner Controlled Contingency provision to be used for services not previously contemplated.

NOW THEREFORE, it is mutually agreed as follows:

1. **Section 6 “Compensation” of the Agreement shall be amended to read as follows:**

6. Compensation. The City shall compensate the Contractor for satisfactory provision of all of the goods and services set forth in this Contract as follows in this Section 6.

Compensation for the Contractor's services shall not exceed Four Hundred Twenty Thousand Four Hundred dollars (\$420,400.00).

The project fee per school shall be as specified in the Contractor's price proposal of March 29, 2022 and as follows:

• Kennedy High School	\$55,400
• Crosby High School	\$55,400
• Wilby High School	\$55,400
• West Side Middle School	\$49,400
• Rotella Magnet School	\$49,400
• Waterbury Arts Magnet School	<u>\$49,400</u>
	\$314,400

The project fee shall be increased to include an additional fee ("Additional Fee") as set forth in the Contractor's price proposal of May 1, 2023, attached as Exhibit A hereto and incorporated herein, as follows:

\$106,000

Said sum shall serve as an Owner Controlled Contingency fund to be used for services not previously contemplated under the contract documents.

6.1. Limitation of Payment. Compensation payable to the Contractor is limited to those fees set forth in Section 6.1. above. Such compensation shall be paid by the City upon review and approval of the Contractor's invoices for payment and review of the work, services, deliverables, etc. required in this Contract and review as may be further required by the Charter and Ordinances of the City. Contractor's invoices shall describe the work, services, reports, plans, specifications, deliverables, etc. rendered and the compensation sought therefore in a form and with detail and clarity acceptable to the City.

6.1.1 The Contractor and its affiliates are hereby provided with notice that the City reserves the right, in the City's sole discretion, to offset, withhold, or otherwise reduce City payment(s) to the Contractor in an amount equaling the sum or sums of money the Contractor and/or its affiliates is/are, or becomes delinquent or in arrears on, regarding the Contractor's and/or its affiliate's real and personal tax obligations to the City.

6.1.2 Owner Controlled Contingency. At the sole discretion and control of the City, the Contingency amount as set forth in Section 6 of this Contract shall be utilized for the payment to the Contractor for additional work not covered by this contract and requested and approved by the City in writing to be performed by the Contractor. The basis for payment for the additional

work under the Contingency shall be separate and apart from the Base Payment set forth above. The Owner Contingency shall be the funding source for any City approved additional work and services not provided for in the Contract. Unless properly approved in writing by the City (see **Section 25**), Contractor shall not be entitled to any compensation from such contingency. The parties agree that a Change Order Form shall be utilized to set forth the additional services, cost of additional services and time for Contractor to provide said service.

6.3. Review of Work. The Contractor shall permit the City to review, at any time, all work performed under the terms of this Contract at any stage of the work. The Contractor shall maintain or cause to be maintained all records, books or other documents relative to charges, costs, expenses, fees, alleged breaches of the Contract, settlement of claims or any other matter pertaining to the Contractor's demand for payment. The City shall not certify fees for payment to the Contractor until the City has determined that the Contractor has completed the work in accordance with the requirements of this Contract.

6.4. Proposal Costs. All costs of the Contractor in preparing its proposal for RFP No. 7194 shall be solely borne by the Contractor and are not included in the compensation to be paid by the City to the Contractor under this Contract or any other Contract.

6.5. Payment for Services, Materials, Employees. The Contractor shall be fully and solely responsible for the suitability, and compliance with the Contract, of all labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc. furnished to the City under this Contract. The Contractor shall promptly pay all employees as their pay falls due, shall pay promptly as they fall due all bills for labor, services, equipment, materials, reports, plans, specifications, deliverables, incidentals, etc., going into the work, and all bills for insurance, bonds, Worker's Compensation coverage, Federal and State Unemployment Compensation, and Social Security charges applicable to this Project. Before final payment is made, the Contractor shall furnish a legal statement to the City that all payments required under this subparagraph have been made.

IN WITNESS WHEREOF, the parties hereto execute this Contract on the dates signed below

WITNESSES:

CITY OF WATERBURY

Sign: _____

By: _____

Print name:

Neil M. O'Leary, Mayor

Sign: _____

Date: _____

Print name:

WITNESSES:

FRIAR ARCHITECTURE INC.

Sign: _____

By: _____

Print name:

Its: _____

Sign: _____

Date: _____

Print name:

BOARD OF EDUCATION

Waterbury, Connecticut

COMMITTEE ON FINANCE

Item #4.4

September 7, 2023

To the Board of Education
Waterbury, CT


Ladies and Gentlemen:

The Committee on Finance moves that the Waterbury Board of Education approve Amendment Two (2) to the Construction Contract with *All State Construction, Inc.* to provide HVAC Upgrades/Replacements at Gilmartin and Duggan Elementary Schools, subject to any non-substantive changes approved by the Corporation Counsel's office.

MEMORANDUM

DATE: August 30, 2023

TO: Honorable Board of Aldermen Members
Honorable Board of Education Commissioners

FROM: Nicholas J. Albini, Chief Operating Officer 

RE: Executive Summary for Amendment #2 to the HVAC Upgrades/Replacements at Gilmartin and Duggan Elementary Schools with All State Construction, LLC

All State Construction, LLC (All State) was awarded a contract for HVAC Upgrades/Replacement at Gilmartin and Duggan Elementary Schools in the amount of \$3,198,000. The contract was initiated under Request for Proposal #7497 with funds coming from the Elementary and Secondary School Emergency Relief (ESSERII) funds aligning with the grant's use of funds to improve indoor air quality in schools.

Amendment #1 issued the establishment of an owner-controlled contingency in the amount of \$100,000 to facilitate timely approval of contractor change order requests resulting from unexpected expenses that may arise during the course of construction. This amendment increased the contract total to \$3,298,000.

As per Amendment #2, we are respectfully requesting to extend the contract time to ensure the new boiler system operates properly and runs efficiently for the start of the heating season. All State will also train the HVAC tradesmen on the new controls at no cost. Amendment #2 extends the final completion date on or before December 31, 2024.

Thank you for your consideration.

AMENDMENT 2
to
Construction Contract
for
HVAC Upgrades/Replacements at The Gilmartin
and Duggan Elementary Schools
between
City of Waterbury
and
All State Construction, Inc.

THIS AMENDMENT NUMBER 2, effective on the date signed by the Mayor, is by and between the **CITY OF WATERBURY**, City Hall, 235 Grand Street, Waterbury, Connecticut (the "City") and **ALL STATE CONSTRUCTION, INC.**, 449 Cooke Street, Farmington, Connecticut, a duly registered Connecticut corporation (the "Contractor").

WHEREAS the parties executed an Agreement (the "Agreement"), effective April 13, 2023 (the "Effective Date"), relating to **Request for Proposal ("RFP") Number 7497** for HVAC upgrades and replacements at The Gilmartin and Duggan Elementary Schools located at 94 Spring Lake Road and 38 West Porter Street, respectively, in Waterbury, Connecticut (the "Project");

WHEREAS the parties amended the Agreement to increase the Total Contract Amount as defined per Amendment 1 to include an Owner Controlled Contingency provision to be used for services not previously contemplated under the April 13, 2023, Agreement;

WHEREAS the Agreement originally provided for the Contractor to Substantially Complete the Project on or before September 30, 2023, and to reach Final Completion on or before October 31, 2023 (the "Contract Time"); and

WHEREAS the parties now seek to further amend the Agreement to increase the Contract Time for the Project to November 30, 2024, for substantial completion and December 31, 2024, for final completion.

NOW THEREFORE, the parties hereby agree and covenant to amend further the Agreement as follows:

1. The foregoing recitals are incorporated herein by reference as if fully stated herein.
2. The parties agree to amend the Agreement by this Amendment 2 to increase the Contract Time.
3. **Section 5** as originally provided in the Agreement is deleted and shall now state the following: "The Contractor shall Substantially Complete all work and services

required under this Contract on or before November 30, 2024, and shall reach Final Completion on or before December 31, 2024 ("Contract Time")."

4. All other terms, conditions and provisions of the Agreement and Amendment Number 1, which are not inconsistent with Amendment Number 2 shall remain in full force and effect and binding upon the parties.

IN WITNESS WHEREOF, the parties hereto execute this Amendment Number 2 on the dates signed below.

WITNESSES:


CITY OF WATERBURY

By: _____
Neil M. O'Leary, Mayor

Date: _____

WITNESSES:





ALL STATE CONSTRUCTION, INC.

By: 
Peter Pare, Executive Vice-President

Date: 8/10/2023