



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Michael J. Pinto, COO
Date: June 29, 2020
Re: F&O Agenda Item Request/Approval
Agreement with Eco-Urban Pioneers, LLC

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank): To approve a First Option to renew an Agreement by and between the New Haven Board of Education and Eco-Urban Pioneers, LLC, 670 Winthrop Ave., New Haven, CT for custodial services to assist with the upkeep of the NHPS buildings including part-time labor force and supervision from July 1, 2020 to June 30, 2021.

Amount of Agreement and the Daily, Hourly or per Session Cost:
An amount not to exceed **\$4,879,045.95**

Funding Source & Account #: 2020-2021 Operating Budget, Acct. # 190-47400-56694

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. Please describe how this service is strategically aligned to the District Continuous Improvement Plan?
The contractor, Eco-Urban Pioneers, provides part-time custodial services for maintaining clean safe and well maintained school buildings that produce an environment conducive to learning. Ensuring clean and healthy facilities allows the students and staff to focus on educational goals. The part time custodians will be critical to disinfection plans upon reopening of schools in Fall 2020.
2. What specific need will this contractor address?
The contractors work ensures that our Schools and Facilities are clean and ensures that the buildings are safe for students and staff.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:
The contractor was selected via a RFP in 2018. The contract awarded was annual with three Board options to renew. Eco-Urban Pioneers, LLC was renewed with an annual contract in July 2019. This is the second annual renewal. (A-19-0770)
4. If this is a continuation service, when was the last time the alternatives were sought?

This is a continuation of service from the current year contract. This is the second annual renewal of the 2018 RFP contract award.

5. What specific skill set does this contractor bring to the project?
The training and technical support offered through Eco-Urban Pioneers as a part of the contract have produced a well-trained and regulatory compliant staff at a specified price to the District. Additional experience providing Covid-19 disinfection for Shelter One will be invaluable as we prepare for the fall 2020 reopening.
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): N/A
7. Is this a new or continuation service?
Continuation of service; second annual renewal.

If this is a continuation service has cost increased?

a) If yes, by how much? \$123,591.59.

We have negotiated a \$37,500.00 reduction in the scheduled increase, reducing the scheduled bid increase by approximately 50%. The increase represents the revised scheduled bid increase, as well as the increase due to the increased hourly costs associated with the January 2020 collective bargaining agreement between EUP and Local 32BJ.

b) What would an alternative contractor cost?

The savings and cost avoidance on staffing, payroll, background checks and training support as well as employee benefits and insurance are major cost avoidance/savings for the District on an annual basis.

c) Is this a service existing staff could provide? Why or why not?

Existing Board of Education custodial staff is inadequate to clean all schools each day. The additional 160 part-time custodians are necessary to maintain, clean and disinfect buildings each day.

8. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
Inspections are conducted regularly, new cleaning and disinfecting protocols are being implemented and are CDC compliant with specific cleaning checklists certified by Eco-Urban Pioneer and Go To Services supervisors. Schools that score below 80% result in repeated inspections and extra supervision as well as disciplinary action, if warranted. Eco-Urban also participates in weekly meetings with Go To Services and the COO to review performance.
9. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review)

N/A

10. If the service is a professional development program, can the training be provided internally, by district staff?

N/A

a) If not, why not?

b) How will the output of this Agreement contribute to building internal capabilities?

11. Why do you believe this Agreement is fiscally sound?

Using an outside contractor ensures the costs associated with recruitment and hiring, background checks, workers comp, pension, health, and other fringe benefit costs are carried by the contractor rather than the District.

12. What are the implications of not approving this Agreement?

The work they do currently helps ensure that our Schools and Facilities are cleaned and sanitized to serve the students, staff and community of NHPS. Not approving this option renewal could lead to disruption of summer cleaning and disinfection schedules.

From: [PINTO, MICHAEL](#)
To: [Michael Dolan](#)
Cc: [Penn, Phillip](#)
Subject: 2020-2021 EUP Renewal Discussions
Date: Wednesday, June 24, 2020 5:57:00 PM
Attachments: [City of New Haven Disclosure Form 2020.pdf](#)

Michael,

Thank you for your time this morning. Per our discussion, EUP will agree to a reduction of the schedule increase for the 2020-2021 fiscal year of \$37,500.00, approximately 50% of the bid schedule increase of \$74,772.59, for a revised increase amount of \$37,272.59.

In addition, we confirm there will be no move to remove the Section 505(B) adjustments language for collective bargaining agreement increases. I am in receipt of the CBA for CCCA and Local 32BJ which you represent governs the wages for EUP employees, and acknowledge the \$0.50 per hour increase effective July 1, 2020.

The Total PTE annual employment hours under the renewal is 172,638 hours x CBA Increase \$0.50/hour = \$86,319.59.

This amount will be submitted as part of the renewal in addition to the discounted bid schedule increase of 37,272.59 for a total increase of \$123,591.59.

Total compensation under the contract renewal will be: \$4,879,045.95 (2020-21 Base Contract Rate of \$4,755,454.36 + discounted increase \$37,272.59 + CBA Increase \$86,319.59 = \$4,879,045.95).

Please confirm these understandings at your earliest convenience.

I have also attached the form disclosure affidavit to be signed and notarized. Please return the form with your confirmation of our understanding as well as a certificate of insurance in the form prescribed by the City. Please note the City of New Haven and the Board of Education must be named as certificate holders and additional insureds.

I look forward to working with you again in the coming year.

Sincerely,

Mihcael Pinto

Atty. Michael J. Pinto
Chief Operating Officer

New Haven Public Schools
Gateway Center – 54 Meadow Street
New Haven, CT 06519
(475) 220-1591

michael.pinto@nhboe.net

**AGREEMENT
BY AND BETWEEN
NEW HAVEN BOARD OF EDUCATION
AND
ECO-URBAN PIONEERS, LLC
FOR
CUSTODIAL CLEANING AND OTHER SERVICES**

**EXECUTED
ORIGINAL**

A19-0770

PART I

This Agreement, consisting of Parts I and II, entered this ^{9th} day of July 2019, effective the 1st day of July 2019, by and between the New Haven Board of Education, 54 Meadow Street, New Haven, CT 06519 (hereinafter referred to as the "Board"), and Eco-Urban Pioneers, LLC, with offices at 670 Winthrop Ave., New Haven, CT 06511 (hereinafter referred to as the "Contractor" and, together with the Board referred to as the "Parties").

WITNESSETH THAT:

WHEREAS, the Board determined that it needed the services of a professional custodial management company to assist with the upkeep of the New Haven public school buildings; and

WHEREAS, the Contractor submitted its qualifications in response to RFP #2019-04-1212,

WHEREAS, the Board selected the Contractor and the Contractor has agreed to perform the services for the terms and conditions set forth in the Agreement A18-0611 dated July 19th, 2018 (the "Original Agreement"); and

WHEREAS, the Original Agreement provided that the Board may, in its sole and exclusive right, renew the arrangements set forth herein for up to three (3) additional one-year term; and

WHEREAS, the Board has determined its desire to exercise the first option to renew the Original Agreement for a period of one year; and

WHEREAS, funds for this Agreement are available from account number 190-47400-56694 pursuant to Purchase Order # 91320001 for FY 2020.

NOW, THEREFORE, the Board and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.

102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be *Michael J. Pinto*, Chief Operating Officer, or such other person as he may designate in writing.

103. The person responsible for the services to be performed by the contractor shall be *Michael Dolan*, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.

104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent written approval by the Board.

SECTION 2: SCOPE OF SERVICES

201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; Provided, However, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.

202. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Board or its designee for review and approval. The Board or its designee shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the Board or its designee disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.

203. In performing the services required under this Agreement, the Contractor shall consult with the Chief Operating Officer and his Facilities Team, and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary.

204. Contractor is to provide custodial and cleaning services at various school facilities throughout New Haven. The tasks to be performed and the timing for the performance thereof are set forth in Exhibit A attached hereto and incorporated herein by reference. The tasks set forth in Exhibit A shall be performed at the Board's facilities specified in Exhibit B. All tasks described in said Exhibit A are hereinafter referred to as "Services". In performing the Services, the Contractor shall:

- A. Furnish a management team to ensure the Services are accomplished in accordance with the terms and conditions set forth herein.
- B. Furnish, train, manage and direct all its employees in the performance of Services. The Board shall have the right, upon written notice to the Contractor, to require the replacement of any of its employees employed at Board facilities whose continued presence, in the opinion of the Chief Operating Officer, is not in the best interest of the Board, its employees or any students, provided such replacement shall not contravene any local, State or Federal law. The Contractor will take all measures required by law to assure that all of its employees working at any Board facility shall comply with any and all applicable laws, ordinances, rules and regulations in the performance of Services provided under this Agreement, including but not limited to, all applicable Board policies and procedures, rules and regulations in effect at the time, all laws governing appropriate visa and work authorization, any and all applicable Board policies regarding background information, pre-employment testing and any other requirements deemed appropriate by Board.
- C. Provide additional services (non-repetitive in nature) similar to, but not included in, the Services from time to time as may be agreed to by the parties, which are hereinafter referred to as "Additional Services".

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

401. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the Board.

402. This Agreement shall commence on July 1, 2019 and end June 30, 2020 unless terminated earlier in accordance herewith. In its sole and exclusive discretion, the Board may exercise its option to renew this Agreement for up to two (2) additional one-year terms.

403. Notwithstanding any other provision in this Agreement, either Party shall have the right to terminate this Agreement for any reason upon sixty (60) days written notice to the other party. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the Board of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

501. The Board shall compensate the Contractor for satisfactory performance of the Services required under Section 2 of this Agreement in the maximum amount not to exceed \$4,680,681.77 for Services as set forth in Exhibit C (the "Base Contract Price"), as may be adjusted in accordance with Section 505 below. The Base Contract Price shall be paid in twelve (12) equal monthly installments of \$390,056.81 as may be adjusted pursuant to Section 505, or by agreement of the Parties, which will be billed at the beginning of the month in which the Services are to be rendered. Additional Services will be invoiced in accordance with Exhibit C at the beginning of each month for such Additional Services provided during the prior month.

502. Except as provided below, Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. Further, per the terms of the RFP, any suitable office, office furnishings and secure equipment storage space at 375 Quinnipiac Ave., New Haven, CT 06513, or such other location as the Board shall provide and as reasonably necessary to perform the Services shall be paid for by the Contractor through a pro-rated payment or other offset deducted from the compensation to the Contractor of the lease cost applicable to such space if utilized.

The following costs will be paid by Board:

- A. The costs of utilities and electric power used by the Contractor to accomplish the Services and any Additional Services.
- B. The cost of purchasing and/or leasing supplementary janitorial equipment.
- C. The cost of all janitorial supplies and minor janitorial equipment.
- D. The cost of all restroom and other supplies (including paper, plastic and other miscellaneous consumables).
- E. The cost of all waste removal and disposal any Board facility. The cost of waste containers, compacters, bins, cans, bailers, shredders, dumpsters and related receptacles used to temporarily store or process waste at any Board facility.
- F. The cost of copier use, internal Board e-mail use, local telephone service and internal Board telephone service.

No direct costs shall be reimbursed by the Board other than as provided in this Agreement.

503. Payments to the Contractor under this Agreement shall be made by the Board on approval of payment invoices certified by a principal of the Contractor submitted not more often than once a month. Each invoice shall be in a form acceptable to the Board and shall set forth the Services and any Additional performed, and the compensation due the Contractor based upon the fee amount set forth in Section 501. The parties shall engage in regular reviews of hours actually worked on a daily, weekly and monthly basis in order to true up the actual hours worked to the base contract price. The parties first option will be to adjust hours up or down as needed over time to effectuate the true up without adjusting the monthly payment such that over the period of the contract each party can be satisfied that all hours paid have been worked to the base contract expectation.

504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor or any of its employees hereunder. The Contractor's relationship and that of any of its employees assigned to Board facilities is that of an independent contractor to the Board.

505. Up to the maximum of amount of \$4,680,681.77 the compensation payable to Contractor under this Agreement may be adjusted as follows:

A. Change in Tax Rates or Minimum Wage Rate: In the event of a change in social security taxes or the Federal or State unemployment taxes, or the imposition of new Federal, State or local payroll taxes applicable to any of the Contractor's employees, the Contract Price shall be changed by the projected change in costs to the Contractor. In the event of a change in the Federal, State or local minimum wage rates, including the New Haven Living Wage, applicable to any of the Contractors' employees, the labor cost portion of the contract price shall be changed by the percentage increase in the minimum wage rates. Any such changes shall be effective from the date such cost changes went into effect.

B. Collective Bargaining: In the event of any increases in wages for employees of the Contractor providing the Services hereunder as a result of any collective bargaining by such employees or contained in any collective bargaining agreement governing such employees, the contract price may be changed by the projected change in costs to the Contractor from the date of such change in wages and/or benefits. However, in the event Board does not agree to such change in wages and/or benefits, Board may cancel this Agreement upon thirty (30) days' notice to the Contractor, notwithstanding any other provision hereof.

C. Change in Services: Should the Board or the Chief Operating Officer request an increase or decrease in Services for reasons of (i) adding or reducing staff to perform the Services; (ii) adding additional facilities-related services; (iii) opening new units or buildings or permanent closings of units or buildings; (iv) a change of tasks or frequencies to be performed; or (v) a significant change in the activity or use of any Board facility; and should such change result in a change of costs to the Contractor, the Base Contract Price and the monthly payments shall be adjusted up or down, as the case may be, to reflect the projected change in costs, with such adjustment taking effect from the date of the change in Services, as outlined in Attachment C.

D. Change in Supplies and Equipment Purchasing: Should the Board request that the Contractor purchase supplies or equipment for use in providing the Services, the contract price and monthly payments shall be adjusted to reflect the projected change in costs to the Contractor and said costs shall be mutually agreed upon by the Parties prior to any change in the total amounts payable hereunder.

SECTION 6: INSURANCE

601. Contractor shall defend, indemnify and hold harmless the Board, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

602. See attached Rider, which provisions, by this reference, are part of this Agreement as if fully incorporated herein.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the United States of America, the State of Connecticut and the City of New Haven.

703. The Parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed by the Board. Notwithstanding the foregoing, the Contractor and the Board hereby agree to submit all controversies, claims and matters of difference other than claims brought under Section 602 to binding arbitration in New Haven, CT, according to the rules and practices of the American Arbitration Association then existing. This submission and agreement to arbitrate shall be specifically enforceable. The parties agree to abide by all awards rendered in such proceedings. Such awards shall be final and binding on all parties to the extent and in the manner provided by the state rules of civil procedure. All awards may be filed with the clerk of courts, state and/or federal; having jurisdiction over the party against whom such award is rendered or such party's property. No party shall be considered in default of this Agreement during the pendency of arbitration proceedings related to such alleged default.

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

705. This Agreement incorporates all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters, other than as set in the RFP, which is incorporated herein by reference.

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

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

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

709. References herein in the masculine gender shall also be construed to apply to the feminine gender.

710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Contractor, and sent by mail, postage prepaid, or by national overnight courier service, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Eco-Urban Pioneers, LLC.
670 Winthrop Ave.
New Haven, CT 06511

Board: Michael Pinto, Chief Operating Officer
New Haven Board of Education
54 Meadow Street
New Haven, CT 06519

with a copy to: Corporation Counsel
City of New Haven
165 Church Street
New Haven, CT 06510

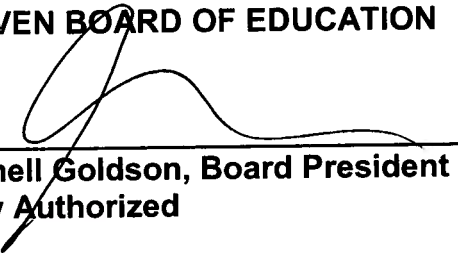
IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:




NEW HAVEN BOARD OF EDUCATION

By:


**Darnell Goldson, Board President
Duly Authorized**

**Approved as to Form and
Correctness**


**Kathleen M. Foster
Senior Assistant Corporation Counsel**

WITNESS:



ECO-URBAN PIONEERS, LLC

By:


**Michael Dolan, Esq.
Duly Authorized**

ECO-URBAN PIONEERS, INC.

EXHIBIT A

SCOPE OF SERVICES

Area/Location	Daily	Weekly	Monthly	Yearly	As Required
I. Classrooms					
A. Floors - Vinyl Tile					
1. Sweep	X				
2. Damp Mop	X				
3. Auto scrub/recoat				1X	AUG
4. Strip & Wax				1X	AUG
5. Replace burned out light bulbs	X				
6. Wash Furniture Monthly			X		
B. Dusting					
1. Ledges	X				
2. Counters	X				
3. Window Sills	X				
4. Light Fixtures				3X	AUG/DEC/APR
C. Miscellaneous					
1. Glass- Inside and doors	X				
2. Empty trash, replace liner, sanitize	X				
II. Bathrooms					
A. Wash & Sanitize					
1. Fixtures, including stall walls	X				
2. Mirrors	X				
3. Dispensers	X				
4. Floors	X				
5. Walls		X			
6. Fill Dispensers	X				
7. Empty Trash, replace liners	X				
8. Scrub floors			X		
9. Power wash			X		
III. Hallways, including stairwells					
A. Floors					
1. Sweep	X				
2. Damp Mop	X				
3. Buff		2X			
4. Strip & Wax				1X	AUG
5. Auto Scrub/Recoat				4X	AUG/DEC/FEB/APR
6. Auto Scrub		2X			
B. Miscellaneous					
1. Clean door glass	X				
2. Clean doors & metal	X				
3. Wash drinking fountains	X				
4. Spot Clean Walls	X				

ECO-URBAN PIONEERS, INC.
EXHIBIT A
SCOPE OF SERVICES

Area/Location	Daily	Weekly	Monthly	Yearly	As Required
IV. Offices/Library/Media Center					
A. Floors					
1. Vacuum Rugs	X				
2. Spot Clean Rugs	X				
3. Shampoo Rugs				2X	AUG/DEC
B. Dusting					
1. Ledges	X				
2. Counter	X				
3. Window Sills	X				
4. Light Fixtures				1X	AUG
C. Miscellaneous					
1. Empty Trash	X				
2. Clean Glass Doors	X				
3. Clean Glass Doors & Metal			X		
V. Kitchen					
1. Empty Trash Daily	X				
2. Wash Trash Barrels & Sanitize		X			
VI. Cafeteria, Staff Lounge					
A. Floors					
1. Sweep	X				
2. Wash/Auto Scrub	X				
3. Buff		X			
4. Auto Scrub/Recoat				4X	AUG/DEC/FEB/APR
5. Strip & Wax				1X	AUG
B. Furniture, Staff Lounge					
1. Scrub Tables			X		
2. Scrub Chairs			X		
C. Trash					
1. Empty Trash, Replace Liners	X				
2. Wash & Sanitize Trash Receptacles		X			
D. Miscellaneous					
1. Clean Drinking Fountain	X				
2. Scrub Chairs				2X	AUG/DEC
3. Scrub Tables				2X	AUG/DEC
VII. Gym					
A. Floors					
1. Sweep	X				
2. Damp Mop	X				
3. Buff			X		
B. Locker Rooms/ Bathrooms					
1. Clean	X				
2. Disinfect	X				

**ECO-URBAN PIONEERS, INC.
EXHIBIT A
SCOPE OF SERVICES**

Area/Location	Daily	Weekly	Monthly	Yearly	As Required
C. Miscellaneous					
1. Empty Trash, Replace Liner	X				
VIII. Special					
A. Wash All Windows, Inside & Out				X	
B. Wash Foyer Door Glass	X				
IX. Secure Building & Active Alarm					
A. Check All Doors	X				
B. Activate Alarms	X				
X. Grounds/Seasonal Outside Work*					
A. Cut Grass/Trim Property		X**	X**		X
B. Trim Hedges/Trees					X
C. Snow Plowing/Sanding					X

**It is important to note that all vendors must supply personnel capable of performing outside maintenance activities and that the NHPS will supply all necessary equipment to perform these duties. It should be understood by all vendors that these services should be included as part of vendors' base bid and staffing plan and should NOT be viewed as an "extra" service for each occurrence.*

** Weekly: Apr-Jun; Bi-Weekly: Jul-Aug

ECO-URBAN PIONEERS, INC.

EXHIBIT B

FACILITIES TO BE SERVED

SCHOOLS	ADDRESSES	Sq. Ft.
HIGH SCHOOLS		
Coop Arts & Humanities High School	177 College Street	145,000
Engineering & Science University Magnet School	500 Boston Post Rd., West Haven	60,000
High School in the Community	175 Water Street	72,000
Hill Regional Career High School	140 Legion Avenue	165,000
James Hillhouse High School	480 Sherman Avenue	216,000
Metropolitan Business School	115 Water Street	78,768
New Haven Academy	444 Orange Street	67,100
New Horizons	103 Hallock Ave.	30,400
Sound School		
Anderson Bldg.	South Water Street	3,926
Aquaculture Center	17 Sea Street	38,136
Emerson Bldg.	82 South Water Street	7,425
McNeil Bldg.	60 South Water Street	3,839
Thomas Bldg.	40 South Water Street	10,215
Wilbur Cross High School	181 Mitchell Drive	258,300
K-8 SCHOOLS		
Barnard Magnet School	170 Derby Avenue	90,000
Beecher School	100 Jewell Street	90,740
Benjamin Jepson School	15 Lexington Avenue	90,200
Betsy Ross Arts Magnet School (5-8)	150 Kimberly Avenue	98,475
Bishop Woods	1481 Quinnipiac Avenue	72,240
Celentano Magnet School (including Observatory)	400 Canner Street	92,530
Clarence Rogers	199 Wilmot Road	35,500
Clemente Leadership Academy	360 Columbus Avenue	79,177
Clinton Avenue School	293 Clinton Avenue	100,960
Columbus Family Academy	255 Blatchley Avenue	74,600
Conte West Hills Magnet School (including 21 Wooster Pl.)	511 Chapel Street	110,000
Davis Street Magnet School	35 Davis Street	77,240
Dr. Reginald Mayo Early Childhood School	185 Goffe Street	60,000
East Rock Magnet School	133 Nash Street	77,598
Edgewood Magnet School	737 Edgewood Avenue	47,688
Elm City Montessori School	375 Quinnipiac Avenue	31,400
Fair Haven School	164 Grand Avenue	180,362
Hill Central School	140 DeWitt Street	78,768
John Daniels School	569 Congress Avenue	90,700
John S. Martinez School	100 James Street	101,529
Katherine Brennan	200 Wilmot Road	57,216
King Robinson Middle School	150 Fournier Street	105,900
Lincoln Bassett School	130 Bassett Street	94,749
Mauro/Sheridan Magnet	191 Fountain Street	101,322
Nathan Hale School	480 Townsend Avenue	94,853
Quinnipiac Elementary School	460 Lexington Avenue	31,000
Ross/Woodward School	185 Barnes Avenue	108,000
Strong School	130 Orchard Street	47,703
Troup Magnet	259 Edgewood Avenue	113,200
Truman School	114 Truman Street	101,700
W. Hooker Elementary School (K-2)	180 Canner Street	24,000
W. Hooker Middle School (3-8)	691 Whitney Avenue	61,003
West Rock Academy	311 Valley Street	36,500
Wexler / Grant School	55 Foote Street	91,866
OTHER		
Central Kitchen Facility	75 Barnes Avenue	36,600
Fieldhouse @ (Hillhouse)	480 Sherman Parkway	93,600

EXHIBIT C

**Conte West Hills assignment includes the cleaning of 21 Wooster Place as directed.

Item #	Commodity	Estimated Annual Hours	Unit Measure	Unit Price	Total Fiscal Year 2017/2018	Total Fiscal Year 2018/2019	Total Fiscal Year 2019/2020	Total Fiscal Year 2020/2021	Total Fiscal Year 2021/2022
	Schedule of Charges-ZONE #1								
	ZONE #1: (8) Total Schools, (33) Total PTE								
	Bishop Woods, Celentano, Clinton, Conte, Edgewood, Fair Haven, High School in the Community, Jepson								
	Pre bid specifications:								
	33 PTE x 4 Hrs. Per Day =132 HRS Per Day x 260 Days Per Year = 34,320 Total Hours Per Year. Minus 1,056 Holiday Hours Per Year= 33,264 Regular Time Hours Actually Worked Per Year		Hourly	\$25.38	\$844,189.33	\$863,141.72	\$878,160.47	\$888,239.46	\$908,032.18
1		33,264	Hourly						
2	132 Hrs. Per Day x 8 Holidays Per Year= 1,056 Holiday Hrs. Per Year	1,056	Hourly	\$25.38	\$26,801.28	\$27,392.64	\$27,878.40	\$28,195.20	\$28,828.80
3	Total PTE Annual Cost	34,320	Hourly	\$25.38	\$871,041.60	\$890,260.80	\$906,048.00	\$916,344.00	\$936,936.00
	Productive Labor								
4	(33 Part Time Employees)	33,264	Hourly	\$16.90	\$562,161.60	\$574,469.28	\$584,448.48	\$594,427.68	\$604,406.88
5	Back Office Clerical Support Monitor Call Outs Salary		Lump Sum		\$27,360.00	\$27,360.00	\$27,860.00	\$27,860.00	\$28,695.80
	Benefits and Wages Associated Taxes								
6	Health Insurance		Lump Sum		\$37,546.00	\$37,646.00	\$37,746.00	\$37,846.00	\$37,946.00
7	Workman's Comp		Lump Sum		\$46,635.58	\$48,134.88	\$48,509.22	\$49,477.61	\$50,165.77
8	401K		Lump Sum		\$40,481.64	\$40,581.64	\$40,681.64	\$40,781.64	\$40,881.64
9	Payroll Tax's		Lump Sum		\$88,725.00	\$90,766.15	\$92,342.85	\$93,919.57	\$95,496.29
10	Vacation		Lump Sum		\$23,998.00	\$24,868.80	\$25,300.80	\$25,732.80	\$26,179.20
11	Sick/Personal		Lump Sum		\$8,923.20	\$9,118.56	\$9,276.96	\$9,435.36	\$9,593.76
12	Total Benefits, Wages/Tax's Annual Costs				\$246,309.42	\$252,766.48	\$257,157.33	\$261,548.18	\$265,939.08
	Annual Operating Costs								
13	Vehicles/Insurance/Fuel		Lump Sum		\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
14	Cell Phones/iPods		Lump Sum		\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
15	Other/office space \$3k/uniforms/Background)		Lump Sum		\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00
16	Total Annual Operating Costs				\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00
17	Overhead	.63%			\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90
18	Profit	2%			\$17,246.50	\$17,446.50	\$17,646.50	\$17,846.50	\$18,046.50
20	Final-All in 1st Year Cost				\$897,004.70	\$916,560.80	\$932,116.61	\$947,003.46	\$963,042.46

Schedule of Charges-ZONE #2									
Item #	Commodity	Estimated Annual Hours	Unit Measure	Unit Price	Total Fiscal Year 2017/2018	Total Fiscal Year 2018/2019	Total Fiscal Year 2019/2020	Total Fiscal Year 2020/2021	Total Fiscal Year 2021/2022
	ZONE#2 (10) Total Schools (34) Total PTE								
	Betsy Ross, Clemente, Columbus, Coop, East Rock, Hill Central, Hooker Middle, Lincoln-Bassett, Martinez, Nathan Hale								
	Price Bid Specifications:								
	34 PTE x 4 Hrs. Per Day = 136 HRS Per Day x 260 Days Per Year= 35,360 Total Hours Per Year. Minus 1,088 Holiday Hours Per Year = 34,272 Regular Time Hours Actually Worked Per Year			\$25.38	\$869,823.36	\$899,015.68	\$904,780.80	\$915,062.40	\$935,625.60
1		34,272	Hourly						
2	136 Hrs. Per Day x 8 Holidays Per Year= 1,088 Holiday Hrs. Per Year	1,088	Hourly	\$25.38	\$27,613.44	\$28,222.72	\$28,723.20	\$29,049.60	\$29,702.40
3	Total PTE Annual Cost	35,360	Hourly	\$25.38	\$897,436.80	\$917,238.40	\$933,504.00	\$944,112.00	\$965,328.00
	Productive Labor								
4	(34 Part Time Employees)	34,272	Hourly	\$16.90	\$579,196.80	\$591,887.44	\$602,159.04	\$612,440.64	\$622,722.24
5	Back Office Clerical Support Monitor Call Outs Salary		Lump Sum		\$27,360.00	\$27,360.00	\$27,860.00	\$27,860.00	\$28,695.80
	Benefits and Wages Associated Taxes								
6	Health Insurance		Lump Sum		\$37,546.00	\$37,646.00	\$37,746.00	\$37,846.00	\$37,946.00
7	Workman's Comp		Lump Sum		\$47,973.33	\$49,126.66	\$49,979.20	\$50,832.57	\$51,685.95
8	401K		Lump Sum		\$41,689.92	\$41,789.92	\$41,889.92	\$41,989.92	\$42,089.92
9	Payroll Tax's		Lump Sum		\$91,513.09	\$93,518.21	\$95,141.13	\$96,765.62	\$98,390.11
10	Vacation		Lump Sum		\$24,674.00	\$25,214.20	\$25,652.20	\$26,090.20	\$26,528.20
11	Sick/Personal		Lump Sum		\$9,193.60	\$9,394.88	\$9,558.08	\$9,721.28	\$9,884.48
12	Total Benefits, Wages/Tax's Annual Costs .44		Lump Sum		\$252,589.94	\$260,430.47	\$264,949.98	\$269,473.88	\$273,997.79
	Annual Operating Costs								
13	Vehicles/Insurance/Fuel		Lump Sum		\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
14	Cell Phones/iPods		Lump Sum		\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
15	Other (office space/uniforms/Background)		Lump Sum		\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00
16	Total Annual Operating Costs				\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00
17	Overhead	.63%			\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90
18	Profit	2%			\$17,246.50	\$17,446.50	\$17,646.50	\$17,846.50	\$18,046.50
20	Final-All in 1st Year Cost				\$921,132.58	\$942,473.03	\$958,464.62	\$973,796.52	\$990,290.63

Item #	Commodity	Estimated Annual Hours	Unit Measure	Unit Price	Total Fiscal Year 2017/2018	Total Fiscal Year 2018/2019	Total Fiscal Year 2019/2020	Total Fiscal Year 2020/2021	Total Fiscal Year 2021/2022
	ZONE#3 (11) Total Schools (35) Total PTE								
	Barnard, Beecher, Brennan, Daniels, Davis, King-Robinson, Mauro/Sheridan, West Rock Academy, Rogers, Sound, Troup								
	35 PTE x 4 Hrs. Per Day = 140 HRS Per Day x 260 Days Per Year = 36,400 Total Hours Per Year. Minus 1,120 Holiday Hours Per Year = 35,280 Regular Time Hours Actually Worked Per Year			\$25.38	\$895,406.40	\$915,163.20	\$931,392.00	\$941,976.00	\$963,144.00
1		35,280	Hourly						
2	140 Hrs. Per Day x 8 Holidays Per Year = 1,120 Holiday Hrs. Per Year	1,120	Hourly	\$25.38	\$28,425.60	\$29,052.80	\$29,568.00	\$29,904.00	\$30,576.00
3	Total PTE Annual Cost	36,400	Hourly	\$25.38	\$923,832.00	\$944,216.00	\$960,960.00	\$971,880	\$993,720.00
	Productive Labor								
4	(35 Part Time Employees)	35,280	Hourly	\$16.90	\$596,232.00	\$609,285.60	\$619,869.60	\$630,453.60	\$641,037.60
5	Back Office Clerical Support Monitor Call Outs Salary		Lump Sum		\$27,360.00	\$27,360.00	\$27,860.00	\$27,860.00	\$28,695.80
	Benefits and Wages Associated Taxes								
6	Health Insurance		Lump Sum		\$37,546.00	\$37,646.00	\$37,746.00	\$37,846.00	\$37,946.00
7	Workman's Comp		Lump Sum		\$49,387.26	\$50,570.70	\$51,449.18	\$52,327.64	\$53,206.12
8	401K		Lump Sum		\$42,913.80	\$43,013.80	\$43,113.80	\$43,213.80	\$43,313.80
9	Payroll Tax's		Lump Sum		\$94,104.66	\$96,267.12	\$97,939.40	\$99,611.67	\$101,283.94
10	Vacation		Lump Sum		\$25,350.00	\$25,905.00	\$26,355.00	\$26,805.00	\$27,255.00
11	Sick/Personal		Lump Sum		\$9,464.00	\$9,671.20	\$9,839.20	\$10,007.20	10,175.20
12	Total Benefits, Wages/Tax's Annual Costs				\$258,765.72	\$263,073.82	\$266,543.93	\$271,095.05	\$275,646.17
	Annual Operating Costs								
13	Vehicles/Insurance/Fuel		Lump Sum		\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
14	Cell Phones/iPods		Lump Sum		\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
15	Other(office space/uniforms/Background)		Lump Sum		\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00
16	Total Annual Operating Costs				\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00
17	Overhead	.63%			\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90
18	Profit	2%			\$17,246.50	\$17,446.50	\$17,646.50	\$17,846.50	\$18,046.50
20	Final-All In 1 st Year Cost				\$945,155.72	\$963,344.62	\$978,613.93	\$994,285.05	\$1,011,127.97

Item #	Commodity	Estimated Annual Hours	Unit Measure	Unit Price	Total Fiscal Year 2017/2018	Total Fiscal Year 2018/2019	Total Fiscal Year 2019/2020	Total Fiscal Year 2020/2021	Total Fiscal Year 2021/2022
	Schedule of Charges-ZONE #4								
	ZONE#4 (9) Total Schools (33) Total PTE								
	Dr. Mayo ECLC, Elm City Montessori, ESUMS, Metro Business Academy, New Haven Academy, Ross-Woodward, Strong, Truman, Wexler-Grant								
	Pre-identified Positions:								
	33 PTE x 4 Hrs. Per Day = 132HRS Per Day x 260 Days Per Year = 34,320 Total Hours Per Year. Minus 1,056 Holiday Hours Per Year = 33,264 Regular Time Hours Actually Worked Per Year	33,264	Hourly	\$25.38	\$844,240.32	\$862,868.16	\$878,169.60	\$888,148.80	\$908,107.20
1									
2	132 Hrs. Per Day x 8 Holidays Per Year = 1,056 Holiday Hrs. Per Year	1,056	Hourly	\$25.38	\$26,801.28	\$27,392.64	\$27,878.40	\$28,195.20	\$28,828.80
3	Total PTE Annual Cost	34,320	Hourly	\$25.38	\$871,041.60	\$890,260.80	\$906,048.00	\$916,344.00	\$936,936.00
	Productive Labor								
4	(33 Part Time Employees)	33,264	Hourly	\$16.90	\$562,161.60	\$574,469.28	\$584,448.48	\$594,427.68	\$604,406.88
5	Back Office Clerical Support Monitor Call Outs Salary		Lump Sum		\$27,360.00	\$27,360.00	\$27,860.00	\$27,860.00	\$28,695.80
	Benefits and Wages Associated Taxes								
6	Health Insurance		Lump Sum		\$37,546.00	\$37,646.00	\$37,746.00	\$37,846.00	\$37,946.00
7	Workman's Comp		Lump Sum		\$46,559.41	\$47,680.95	\$48,509.22	\$49,337.50	\$50,165.77
8	401K		Lump Sum		\$40,466.04	\$40,566.04	\$40,666.04	\$40,766.04	\$40,866.04
9	Payroll Tax's		Lump Sum		\$88,721.53	\$90,766.15	\$92,342.86	\$93,919.57	\$95,496.29
10	Vacation		Lump Sum		\$23,998.00	\$24,523.40	\$24,949.40	\$25,375.40	\$25,801.40
11	Sick/Personal		Lump Sum		\$8,923.20	\$9,118.56	\$9,276.96	\$9,435.36	\$9,593.76
12	Total Benefits, Wages/Tax's Annual Costs				\$246,214.18	\$252,766.48	\$257,157.33	\$261,548.18	\$265,939.03
	Annual Operating Costs								
13	Vehicles/Insurance/Fuel		Lump Sum		\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
14	Cell Phones/iPods		Lump Sum		\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
15	Other (office space/uniforms/Background)		Lump Sum		\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00
16	Total Annual Operating Costs				\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00
17	Overhead	.63%			\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90
18	Profit	2%			\$17,246.50	\$17,446.50	\$17,646.50	\$17,846.50	\$18,046.50
20	Final-All In 1st Year Cost				\$896,909.46	\$916,560.80	\$932,116.61	\$947,003.46	\$963,042.91

Schedule of Charges-ZONE #5									
Item #	Commodity	Estimated Annual Hours	Unit Measure	Unit Price	Total Fiscal Year 2017/2018	Total Fiscal Year 2018/2019	Total Fiscal Year 2019/2020	Total Fiscal Year 2020/2021	Total Fiscal Year 2021/2022
	ZONE#5 (3) Total Schools (31) Total PTE			\$25.38	\$793,074.24	\$810,573.12	\$824,683.20	\$834,054.60	\$853,070.40
	Hill Regional Career, Wilbur Cross, Hillhouse/Fieldhouse								
	<u>Price Bid Specifications</u>								
1	31 PTE x 4 Hrs. Per Day = 124 HRS Per Day x 260 Days Per Year = 32,240 Total Hours Per Year. Minus 992 Holiday Hours Per Year= 31,248 Regular Time Hours Actually Worked Per Year	31,248	Hourly						
2	124 Hrs. Per Day x 8 Holidays Per Year= 992 Holiday Hrs. Per Year	992	Hourly	\$25.38	\$25,176.96	\$25,732.48	\$26,188.80	\$26,486.40	\$27,081.60
3	Total PTE Annual Cost	32,238	Hourly	\$25.38	\$818,200.44	\$836,461.24	\$851,083.20	\$860,754.60	\$880,097.40
	<u>Productive Labor</u>								
4	(33 Part Time Employees)	31,246	Hourly	\$16.90	\$528,057.40	\$539,618.42	\$548,992.22	\$558,366.02	\$567,739.82
5	Back Office Clerical Support Monitor <u>Call Outs Salary</u>		Lump Sum		\$27,360.00	\$27,360.00	\$27,860.00	\$27,860.00	\$28,695.80
	<u>Benefits and Wages Associated Taxes</u>								
6	Health Insurance		Lump Sum		\$37,546.00	\$37,646.00	\$37,746.00	\$37,846.00	\$37,946.00
7	Workman's Comp		Lump Sum		\$43,728.76	\$44,788.32	\$45,566.35	\$46,344.38	\$47,122.41
8	401K		Lump Sum		\$38,754.72	\$38,854.72	\$38,954.72	\$39,054.72	\$39,154.72
9	Payroll Tax's		Lump Sum		\$83,433.07	\$85,259.71	\$86,740.77	\$88,221.83	\$89,702.89
10	Vacation		Lump Sum		\$22,646.00	\$23,141.80	\$23,543.80	\$23,945.80	\$24,347.80
11	Sick/Personal		Lump Sum		\$8,382.40	\$8,099.63	\$8,714.72	\$8,863.52	\$9,012.32
12	Total Benefits, Wages/Tax's Annual Costs				\$234,490.95	\$237,432.11	\$241,556.58	\$245,681.05	\$249,805.52
	<u>Annual Operating Costs</u>								
13	Vehicles/Insurance/Fuel		Lump Sum		\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00	\$1,800.00
14	Cell Phones/iPods		Lump Sum		\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
15	Other (office space/uniforms/Background)		Lump Sum		\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00	\$8,280.00
16	Total Annual Operating Costs				\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00	\$10,530.00
17	Overhead	.63%			\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90	\$6,595.90
18	Profit	2%			\$17,246.50	\$17,446.50	\$17,646.50	\$17,846.50	\$18,046.50
20	Final-All in 1st Year Cost				\$849,457.71	\$864,715.41	\$879,370.00	\$893,365.87	\$908,495.14

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

One Million Dollars (\$1,000,000) Each
Accident

2. Property Damage One Million Dollars (\$1,000,000) Each
Accident

D. The Contractors must carry Workers' Compensation insurance as follows:

Coverage A – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and any other governmental authority having jurisdiction for the work performed at the project.

Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage

Other States Endorsement

Voluntary Compensation (included if exposure exists)

United States Longshoreman's & Harbor Worker's Act (included if exposure exists)

Jones Act (included if exposure exists)

Amendment of the Notice of Occurrence

Thirty (30) day written notice of cancellation, non-renewal

E. The Contractor shall carry Professional Liability or Errors & Omissions Insurance with respect to any damage caused by an error, omission or any negligent act of the Contractor with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per claim for any wrongful act to cover work performed under this contract/One Million Dollars and No Cents (\$1,000,000) aggregate.

F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

“claims-made” liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of “tail” coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.

G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3) Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City’s Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker’s Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days’ notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers’ Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.

I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.

J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

CITY OF NEW HAVEN
CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES
PART II - TERMS AND CONDITIONS

1. Personnel. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

(b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

(c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.

2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.

3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

4. Claims and Disputes Pertaining to Salary Rates. Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding

such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

5. Equal Employment Opportunity.

A. During the performance of this Agreement, the Contractor agrees as follows:

- i) To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- ii) Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
- iii) To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
- iv) To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;

B. And where this contract involves construction, or is a "public contract" as defined in section 12 ½ -19(o) of the City's Code of General Ordinances, then the contractor additionally agrees:

- i) To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;
- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- iii) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;

- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- ix) That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (c) Cancellation of this Agreement;
 - (d) Recovery of specified monetary penalties;
 - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.

6. Discrimination Because of Certain Labor Matters Related to Construction Contracts. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.

7. Assignability. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, provided, however, that claims for money due or to become due the Contractor from the City under this Agreement may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

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

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

10. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

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