



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Joseph Barbarotta
Date: 6/8/2021
Re: Professional Services for Bid Documents for Martinez swimming pool dehumidification system

Contractor Name: Innovative Engineering Services LLC

Contractor Address: 33 North Plains Industrial Road Wallingford, Ct.06492

Is the contractor a Minority or Women Owned Small Business? No

Renewal or Award of Contract/Agreement? Agreement

Total Amount of Contract/Agreement and the Hourly or Service Rate: Not to Exceed \$27,000.00

Contract or Agreement #:

Funding Source & Account #: 3C20-2082-58101 \$27,000.00

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):

What specific service will the contractor provide?

SERVICES INCLUDED

1. We will prepare demolition plans showing the approximate layout of the existing structural, mechanical, and electrical systems.
2. We will attend progress meetings with the design professionals and owner's representative. We will be limiting the quantity of meetings to two (2). Progress meetings, which are beyond the state quantity, will be charged at a rate of \$150 per hour per person.
3. Project specifications will be denoted on the drawings. Book specifications are excluded from this proposal.
4. We will expect AutoCAD compatible drawing files, from your office, for the work within our Scope of Work
5. We will provide contract documents, which will be completed and ready for pricing, final bidding or construction. These documents will illustrate the following systems:

A. STRUCTURAL SYSTEMS

A. New dehumidification rooftop unit composed of new air handling equipment, distribution piping, distribution ductwork, and all associated controls. Note: it is anticipated that the existing electrical feeds and hot water piping to unit will be re-used.

B. Plans and specifications for the installation of a new distribution ductwork to support the new dehumidification unit.

C. Reuse the existing temperature control system to support the HVAC equipment.

C. ELECTRICAL SYSTEM

1) We will prepare plans and specifications for the installation of the following Electrical system(s):

A. Electrical to support new mechanical equipment.

6. The following bid period and construction administration services shall be provided by our firm:

A. Answer project scope or contract design questions via email, phone or fax during the bid period.

B. Review shop drawings, equipment submittals and any possible contract substitutions the contractors may propose in order to maintain the integrity and quality of the clients engineered system.

C. Prepare a punch list inspection to confirm that the contractors have completed their work.

D. Attend a pre-bid conference and walk through with the contractors.

E. Perform site visits to observe the progress of construction. We will be limiting the quantity of visits to two (2). Site visits, which are beyond the stated quantity, will be charged at a \$150.00 per hour per person.

A. We will verify the existing roof curb and support system is adequate to accommodate the new packages dehumidification unit.

B. MECHANICAL HVAC SYSTEMS

1) We will prepare plans and specifications for the installation of the following Mechanical Heating, Ventilation and Air Conditioning system(s):

33 North Plains Industrial Rd., Wallingford, CT 06492 Page 2 of 3 228 Park Ave. S #88637, New York, NY 10003-1502 T 203.467.4370 T 212.627.5035 F 203.793.7729 www.iesllc.biz

- 1. 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:** This contractor was chosen as they have performed typical services for the school district at reasonable pricing in the past.
- 2. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** This is a new agreement as this firm has performed similar services for the NHPS system.
- 3. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much? N/A** This agreement pricing is consistent with past agreements with this firm.

4. **If this Contractor is New has cost for service increased from previous years? If yes, by how much/? N/A**

5. **Is this a service existing staff could provide? Why or why not?** No existing staff is not trained and does not possess the knowledge, equipment and materials necessary to perform this work.



Memorandum

| | | | |
|------------|------------------------------|--------------|--|
| Company: | New Haven Board of Education | From: | IES |
| Attention: | Mr. John Barbarotta | Project No.: | 20030 |
| Address: | 657 Ferry Street | Re: | Martinez School Pool Dehumidification Unit Project estimate |
| Tel. No.: | --- | Date: | May 13, 2020 |
| cc: | IES File | Time: | Via e-mail |

The following is an approximate cost breakdown as per IES feasibility study OPTION No. 2 which is based on replacing the existing dehumidification unit in-kind which was represented as the following:

Replace with AAON model No. RN-040-3-A-EP-19-FJL. Unit tonnage can remain at the lower limit of 40-tons, this will allow electrical breaker and feeds to be reused. The Energy wheel rating based on Cooling/ Dehumidification was sized for 80.51 MBH of total capacity. Hot water pipe sizing for re-heat can remain and re-connected to new hot water coil. Heating/ Dehumidification has 590.73 MBH of total capacity. CFM conditions for both summer and winter conditions are based on a mixed air of 17,485 CFM, a return air of 11,985 CFM and outside air of 5,500 CFM. Air change rates would be 4-ACH which meets the minimum ASHRAE requirements.

Preliminary selection of new unit was selected to fit on the existing roof curb. Note: structural engineer will need to confirm associated weight distribution. Modifications to the ductwork will need to occur such as: all new distribution ductwork to be installed. Supply grills will need to be angled downward toward windows and return grills will need to be lowered. External static pressure was increased to 3.0" WC to allot a better velocity of airflow distribution and prevent air stratification which we believe is currently happening. Associated rigging of this unit could be picked and staged easily based on review of current site conditions



INNOVATIVE ENGINEERING
SERVICES, LLC

AN INTEGRATED ENGINEERING + DESIGN FIRM

PROPOSED CONSTRUCTION ESTIMATE

| | |
|--|---------------------|
| • DEMO DUCTWORK | \$22,000.00 |
| • INSTALL AND FABRICATE DUCTWORK | \$74,500.00 |
| • DEHUMIDIFICATION UNIT & FACTORY CONTROLS | \$180,000.00 |
| • ELECTRICAL | \$12,000.00 |
| • CONTROLS (TIE-IN TO EXISTING) | \$18,000.00 |
| • RIGGING AND PREPARATION | \$9,500.00 |
| • MISC | \$28,000.00 |
| • <u>ENGINEERING</u> | <u>\$24,500.00</u> |
| PROPOSED TOTAL COST | \$368,500.00 |



May 11, 2020

John Barbarotta, AFB
New Haven Board of Education
Facilities Operations
657 Ferry Street
New Haven, CT 06613

RE: Martinez School Pool Dehumidification Replacement 100 James St, New Haven, CT 06513

Dear John:

“SCOPE OF SERVICES”

Thank you for the opportunity to provide you with this proposal for our professional engineering services. We understand that the scope of this project is as follows. This is a replacement for the pool dehumidification system (AHU-1) at Martinez school located at 100 James Street, New Haven. The pool area located on the Main level of the building. The pool house is approximately 4,100 S.F. and located on the southwest side of the building.

The following items shall be considered as the Scope of Services provided by our firm.

SERVICES INCLUDED

1. We will prepare demolition plans showing the approximate layout of the existing structural, mechanical, and electrical systems.
2. We will attend progress meetings with the design professionals and owner's representative. We will be limiting the quantity of meetings to two (2). Progress meetings, which are beyond the state quantity, will be charged at a rate of \$150 per hour per person.
3. Project specifications will be denoted on the drawings. Book specifications are excluded from this proposal.
4. We will expect AutoCAD compatible drawing files, from your office, for the work within our Scope of Work
5. We will provide contract documents, which will be completed and ready for pricing, final bidding or construction. These documents will illustrate the following systems:

A. STRUCTURAL SYSTEMS

- A. We will verify the existing roof curb and support system is adequate to accommodate the new packages dehumidification unit.

B. MECHANICAL HVAC SYSTEMS

- 1) We will prepare plans and specifications for the installation of the following Mechanical Heating, Ventilation and Air Conditioning system(s):

- A. New dehumidification rooftop unit composed of new air handling equipment, distribution piping, distribution ductwork, and all associated controls. Note: it is anticipated that the existing electrical feeds and hot water piping to unit will be re-used.
 - B. Plans and specifications for the installation of a new distribution ductwork to support the new dehumidification unit.
 - C. Reuse the existing temperature control system to support the HVAC equipment.
- C. ELECTRICAL SYSTEM
- 1) We will prepare plans and specifications for the installation of the following Electrical system(s):
 - A. Electrical to support new mechanical equipment.
6. The following bid period and construction administration services shall be provided by our firm:
- A. Answer project scope or contract design questions via email, phone or fax during the bid period.
 - B. Review shop drawings, equipment submittals and any possible contract substitutions the contractors may propose in order to maintain the integrity and quality of the clients engineered system.
 - C. Prepare a punch list inspection to confirm that the contractors have completed their work.
 - D. Attend a pre-bid conference and walk through with the contractors.
 - E. Perform site visits to observe the progress of construction. We will be limiting the quantity of visits to two (2). Site visits, which are beyond the stated quantity, will be charged at a rate of \$150 per hour per person.

SERVICES EXCLUDED

It is our understanding that engineering services and contract documents for the following systems will not be required or provided by our firm. Although the following items are excluded from this contract and the scope of services, they may be added if so desired.

- 1. We will not be providing engineering services or contract documents for Fire Protection, Plumbing, structural, site/civil or environmental engineering or architectural services for the project.
- 2. We will not be providing a formal MEP/FP systems narrative or an order of magnitude construction cost estimate for our work.
- 3. We will not be providing multiple sets of review documents for coordination, milestone reviews, inspection agency reviews, submission set reviews, etc. We will not be providing the final printing of the bid documents. Only internal in-house progress printing is included within our fees. Any additional sets of documents will be considered to be a reimbursable expense.
- 4. We will not be providing engineering services for multiple-phased construction documents.
- 5. We will not be providing any central services to our project area. It is our understanding that the existing facility has adequate capacity to support the new equipment. It is not our intent to provide design services for major modifications to the buildings infrastructure to support the renovated space.

PROJECT COMPLETION SCHEDULE

We should be able to meet any reasonable schedule you may have at this time. The actual completion dates will be established based on our firm receipt of the accepted proposal.

FEEES FOR OUR ENGINEERING SERVICES

To complete the Professional Engineering Services required for the project by our firm, we propose the following lump sum fees:

Mechanical, Electrical, Plumbing and Fire Protection:

| | |
|--------------------------------|-------------|
| 2. Construction Documents | \$20,500.00 |
| 3. Construction Administration | \$4,000.00 |
| Total Lump Sum Fee (100%) | \$24,500.00 |

REIMBURSABLE EXPENSES

In addition to the services listed above, reimbursable expenses incurred by IES, LLC for this project shall be added to the monthly invoice at 1.15 times actual cost and are in addition to our fees for engineering services. Items, which are considered reimbursable expenses, are listed within the “Standard Terms and Conditions”.

STANDARD TERMS AND CONDITIONS

Finally, in addition to this Scope of Services our “Standard Terms and Conditions” which your firm has on record, details specific contractual items. Please acknowledge your acceptance of this proposal entitled “Scope of Services” and of our “Standard Terms and Conditions” by signing below. The documents entitled “Scope of Services” and “Standard Terms and Conditions” are considered to be the Agreement between the parties. Please return the original, executed documents to our office. Receipt of the executed contract documents shall also constitute our notice to proceed on the Project.

Thank you for the opportunity to provide you with this proposal for our engineering services.

Sincerely,

Innovative Engineering Services, LLC

 Thomas E. A. Massaro LEED AP, BCxP
 Member
 Innovative Engineering Services, LLC

 Date

 Client

 Date



**DISCLOSURE &
CERTIFICATION AFFIDAVIT**

EVERY SECTION MUST BE COMPLETED

For help completing this form contact 203-946-8201

| | |
|-------------------------|--|
| Contractor/Vendor Name: | Innovative Engineering Services, LLC |
| Address: | 33 North Plains Industrial Road, Wallingford, CT 06492 |
| Telephone and/or Fax #: | 203-467-4370 (T) 203-793-7729 (F) |
| Email Address: | tmassaro@iesllc.biz |
| Contact Person: | Thomas Massaro |

For the purposes of this Disclosure and Certification Affidavit, the following definitions apply:

| | |
|-----|---|
| (a) | "Person" means one (1) or more individuals, partnerships, corporations, associations, or joint ventures. |
| (b) | "Contract" means any agreement or formal commitment entered into by the city to expend funds in return for work, labor, services, supplies, equipment, materials or any combination of the foregoing, or any lease, lease by way of concession, concession agreement, permit, or per agreement whereby the city leases, grants or demises property belonging to the city, or otherwise grants a right of privilege to occupy or to use said property of the city. |
| (c) | "City" means any official agency, board, authority, department office, or other subdivision of the City of New Haven. |
| (d) | "Affiliate Entity" means any entity listed in sections 9 or 10 below or any entity under common management with the Contractor. |

| | | | | | |
|----------|---|---|-----------|---|-----------------------------------|
| State of | | Connecticut | County of | | New Haven |
| I, | Thomas Massaro | | | being first duly sworn, hereby deposes and says that: | |
| | (type or print your name above) | | | | |
| 1. | I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein. | | | | |
| 2a. | I am the corporate secretary or majority owner (including sole proprietorship) of | | | Insert Company Name above | |
| 2b. | Or I am an individual and my name is: | | | Thomas Massaro | |
| | if an individual, insert your name above | | | | |
| 3. | I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto. | | | | |
| 4. | Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit (mark an "X" in the appropriate box or "NA" if none apply). | | | | |
| 4a. | <input type="checkbox"/> | As required by Conn. Gen. Stat. §12-41, the Contractor (and each owner, partner, officer, authorized signatory or Affiliate Entity of the Contractor) has filed a list of taxable personal property with the City of New Haven for the most recent grand list and all taxes are current. | | | |
| 4b. | <input type="checkbox"/> | The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement. | | | |
| 4c. | <input type="checkbox"/> | The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default. | | | |
| 5. | <input checked="" type="checkbox"/> | Other than as may be described in section 4 above, the Contractor (including any owner, partner, officer, other authorized signatory, or Affiliate Entity) does not have any outstanding monetary obligations to the City of New Haven. | | | |
| 6. | Please select the applicable representation about the Contractor's business registration: | | | | |
| 6a. | <input checked="" type="checkbox"/> | Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #: | | | 06-1579334 |
| | | Insert State Registration # above | | | |
| 6b. | <input type="checkbox"/> | Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship but is registered to do business in the State of Connecticut. The Contractor's Connecticut Secretary of the State Business ID #: | | | Insert State Registration # above |
| 6c. | <input type="checkbox"/> | Contractor is a foreign corporation, partnership, limited liability company or sole proprietorship and is not registered to do business in the State of Connecticut. The Contractor is registered in the State of: | | | Please insert State name above |
| | | Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Agreement do not constitute doing business in the State of Connecticut and no registration with the Connecticut Secretary of the State is required. Contractor does otherwise have the following State of Connecticut registrations, certificates or approvals relevant to the Agreement (if not applicable, state N/A). | | | |

7. The following list is a list of the names of all persons affiliated with the business of the Contractor who are also affiliated with the City of New Haven. For purposes of this Affidavit, "affiliated with the business of the Contractor" includes any current or former employee (including officers) of the Contractor or any owner, board member or agent of the Contractor, or of any subsidiary or parent company of the Contractor, and "affiliated with the City of New Haven" means any employee, agent, public official, board member, commissioner or any other person serving in an official capacity for or on behalf of the City of New Haven. If none state none. Use additional sheet if necessary (must be on company letterhead and notarized):

| | Name | City Affiliation Role & Time Frame | Contractor Affiliation Role & Time Frame | DOB |
|---|------|------------------------------------|--|-----|
| 1 | NONE | | | |
| 2 | | | | |

8. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials to the City within one (1) year prior to the date of this disclosure. If none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

| | Name of Contractor or Affiliate | Affiliation (if applicable) | Contract Number | DOB |
|---|---------------------------------|-----------------------------|-----------------|-----|
| 1 | NONE | | | |
| 2 | | | | |

9. The Contractor possesses an ownership interest in the following business organizations, if none, state none. Use additional sheet if necessary (must be on company letterhead and notarized):

| | Organization Name | Address | Type of Ownership |
|---|------------------------------|--|-------------------|
| 1 | MPM HOLDINGS, LLC | 33 North Plains Industrial Road, Wallingford, CT 06492 | Partnership - LLC |
| 2 | LANDMARK BUILDING GROUP, LLC | 33 North Plains Industrial Road, Wallingford, CT 06492 | Partnership - LLC |


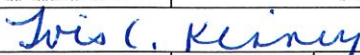
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

| | Name | Title | % of Ownership | DOB |
|---|----------------|--------|----------------|------------|
| 1 | Thomas Massaro | Member | 33.3% | 10-23-1963 |
| 2 | David Maurer | Member | 33.3% | 07/15/1960 |

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

| | TRADE NAME | PLACE OF INCORPORATION/REGISTRY | PRINCIPAL PLACE OF BUSINESS |
|---|--|---------------------------------|--|
| 1 | Innovative Engineering Services, LLC (IES) | Connecticut | 33 North Plains Industrial Road, Wallingford, CT 06492 |
| 2 | | | |

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

| | | | |
|---|--|--|------------------|
| Signature & Title of person completing this form: | |  | |
| THIS FORM MUST BE NOTARIZED | | NOTARY SEAL (if available) | |
| Signature of Notary: | |  | |
| Subscribed and sworn to, before me on this: | | 8 th | Day of July 2020 |
| My Commission Expires: | | My Commission expires June 30, 2022 | |

This form should be mailed or emailed to the contracting department or included with a specific solicitation.

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



INNOVATIVE ENGINEERING
SERVICES, LLC

AN INTEGRATED ENGINEERING + DESIGN FIRM

July 6, 2020

City of New Haven
New Haven, CT 06510

RE: Disclosure & Certification Affidavit – Innovative Engineering Services, LLC
Attachment for Question #10

To Whom It May Concern:

10. Following persons and/or entities possess an ownership interest in the Contractor.

| Name | Title | % of Ownership | DOB |
|--------------|--------|----------------|-----------|
| Peter Pycela | Member | 33.3% | 12/6/1967 |

Signature of Notary:

Jois C. Kenney

Subscribed and sworn to, before me on this

8th

Day of *July*

2020

My Commission Expires:

My Commission expires June 30, 2022

**RIDER A - Agreement for Professional and/or Technical Services,
Commodities and Construction under \$200,000 (non-Architect)**

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City of New Haven, 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.

INSURANCE

A. Contractor shall purchase from and maintain in a company or companies with an A- or greater A.M. Best & Co. rating, acceptable to City and lawfully authorized to do business in Connecticut, such insurance, including Commercial General, Automobile, Workers' Compensation, and such other forms of liability insurance as will protect the City and Contractor from claims which may arise out of or result from Contractor's operations under this Agreement and for which Contractor may be legally liable, whether such operations be by the Contractor, a subcontractor or a sub-tier contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- B. The following Commercial General Liability coverage is particularly required:
- (1) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
 - (2) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
 - (3) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)
 - (4) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000)
 - (5) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)

C. The Contractor shall carry Business Automobile Liability insurance covering the use of all owned, non-owned and/or hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

- | | |
|--------------------|--|
| 1. Bodily Injury | One Million Dollars (\$1,000,000) Each Person 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.

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

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. Contractors shall also carry the following in the event that exposure exists: 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 "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. Contractor, Sub-Contractors and, if applicable, Sub-tier Contractors shall also carry the following in the event that exposure exists:

1. Aviation or Marine Insurance: In the event any fixed wing or rotary aircraft are used in connection with this contract, or if any vessel or barge is used, or if a crane is over or nearby waterway, Contractor shall advise the City of the same and separate insurance requirements provided by the City shall be set forth in a separate agreement between the parties.

2. Railroad Protective Liability – The Contractor shall purchase a railroad protective liability policy when the work is on or within fifty (50) feet of a railroad or affects any railroad property including, but not limited to, tracks, bridges, tunnels, and switches. The limit of coverage shall not be less than Two Million Dollars (\$2,000,000) per occurrence with an annual aggregate of Four Million Dollars (\$4,000,000) for bodily injury and property damage including physical damage to Railroad's property and property of others. In addition to the foregoing, the Contractor shall comply with all insurance requirements of the railroad company.

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

3. Environmental Insurance (Contractor's Pollution Liability) – If an environmental exposure is potentially involved, the limit of such exposure shall not be less than Two Million Dollars (\$2,000,000) each claim/Two Million Dollars (\$2,000,000) general aggregate.

H. 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.

I. 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.

J. 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.

K. 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.



INNOENG-01

JFINLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Tooher Ferraris Insurance Group 43 Danbury Road 2nd Floor Wilton, CT 06897 | CONTACT NAME: Maria Trombetta CLCS PHONE (A/C, No, Ext): (203) 665-6625 FAX (A/C, No): (203) 665-6675 E-MAIL ADDRESS: mtrombetta@toofer.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|-------|----------------------------------|-------|-------------|--|-------------|--|-------------|--|-------------|--|
| INSURED Innovative Engineering Services, LLC 33 North Plains Industrial Rd Wallingford, CT 06492 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Tri-State Insurance Co. of MN</td> <td style="text-align: center;">31003</td> </tr> <tr> <td>INSURER B : Nutmeg Insurance Co.</td> <td style="text-align: center;">39608</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Tri-State Insurance Co. of MN | 31003 | INSURER B : Nutmeg Insurance Co. | 39608 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A : Tri-State Insurance Co. of MN | 31003 | | | | | | | | | | | | | | |
| INSURER B : Nutmeg Insurance Co. | 39608 | | | | | | | | | | | | | | |
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| INSURER D : | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | ADV5397275 | 6/1/2020 | 6/1/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | ADV5397275 | 6/1/2020 | 6/1/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | X | X | ADV5397275 | 6/1/2020 | 6/1/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 31WECAD3KNF | 6/1/2020 | 6/1/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 All operations usual and customary to the business of the insured.

City of New Haven is additional insured by written contract. Coverage is primary and non-contributory. Waiver of Subrogation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of New Haven
 165 Church St.
 New Haven, CT 06510

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Christian W Tallon



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2020

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| PRODUCER Smith Brothers Insurance, LLC. 68 National Drive Glastonbury, CT 06033 | CONTACT NAME: Kristen D. Kane PHONE (A/C, No, Ext): (860) 430-3258 FAX (A/C, No): E-MAIL ADDRESS: kkane@SmithBrothersUSA.com | | | | | | | | | | | | | | | | | | | | |
|--|--|-------------------------------|--|--------|-------------|--|-------|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|--|-------------|--|
| | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>Travelers Casualty And Surety Co America</td> <td>31194</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A : | Travelers Casualty And Surety Co America | 31194 | INSURER B : | | | INSURER C : | | | INSURER D : | | | INSURER E : | | | INSURER F : | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | |
| INSURER A : | Travelers Casualty And Surety Co America | 31194 | | | | | | | | | | | | | | | | | | | |
| INSURER B : | | | | | | | | | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | | | | | | | |
| INSURED Innovative Engineering Services, LLC 33 North Plains Industrial Road Wallingford, CT 06492 | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|-----------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | | | | | | | GENERAL AGGREGATE | \$ |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | | | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| | | | | | | | AGGREGATE | \$ |
| | | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Professional Liab | | | 106947100 | 7/1/2020 | 7/1/2021 | Each Claim | 3,000,000 |
| A | | | | 106947100 | 7/1/2020 | 7/1/2021 | Aggregate | 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THIS LIMIT WILL BE REDUCED BY PAYMENTS OF CLAIMS AND EXPENSES. THIS INSURANCE IS NOT FOR A SPECIFIC PROJECT. FULL PRIOR ACTS.

Re: Fair Haven & Wexler Grant.

| | |
|--|--|
| CERTIFICATE HOLDER City of New Haven Public Schools System 54 Meadow Street, 4th Floor New Haven, CT 06519 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION PROVIDED BY THE COMPANY

This endorsement changes the following:

Professional Liability Terms and Conditions

PROVISIONS:

If the Company cancels this policy for any statutorily permitted reason other than nonpayment of premium, the Company will mail or deliver notice of cancellation to the Person or Entity shown in the Notice Schedule below. The Company will mail or deliver such notice to the address provided by the **Named Insured** at least the number of days shown for cancellation in such Notice Schedule before the effective date of cancellation.

Notice Schedule

Number of Days Notice of Cancellation:

Person or Entity:

Any person or entity to whom the **Named Insured** has agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. the **Named Insured** sends the Company a written request to provide such notice, including the name and address of such person or entity, after the **Named Insured** receives notice from us of the cancellation of this policy; and
2. The Company receives such written request no later than 10 days after the **Named Insured** receives the notice of cancellation.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

Issuing Company:

Policy Number:

SPECIMEN