



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Chief Operating Officer Office
Date: December 8, 2020
Re: Award of Contract with NPower

Contractor Name: NPower Construction & Electric, LLC

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

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

Renewal or Award of Contract/Agreement? Award of Contract

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

Contract or Agreement #:

Funding Source & Account #: Capital Projects - 3C202074-58101/On-bill financing

NOTE: Although NPower Construction will be the contractor doing the installation, the underlying agreements are with United Illuminating (UI). There are a total of six agreements, one for each school, and the cost of the project will be funded through on-bill financing through UI.

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

- 1. What specific service will the contractor provide:**
Install new LED Lighting as outlined in RFP bid documents. The six schools are Wilbur Cross, Wexler Grant, Mauro Sheriden, Edgewood, Co-op & Fair Haven.
- 2. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** RFP 2020-07-1336, the rationale for the selection process was the overall proposal, cost, feasibility, and experience-providing service.
- 3. If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** N/A
- 4. If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?**

5. **If this Contractor is New has cost for service increased from previous years? If yes, by how much?** New Service not an ongoing project.

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



**City of New Haven
Request for Agreement**

RFAID #: 20201015.BOE.18

Section 1 - Date & Department Information

Department Name: Board of Education

Request Date: October 15, 2020

Section 2 - City Contact Information

Requested By: Salina Manning

Email:

salina.manning@new-haven.k12.ct.us

Phone: +1 475-220-1590

Responsible Party: Michael J. Pinto

Section 3 - Agreement Type

Agreement Type: Professional Service

Section 4 - Purpose

Purpose of Agreement: Install new LED Lighting as outlined in RFP bid documents. The six schools are Wilbur Cross, Wexler Grant, Mauro Sheriden, Edgewood, Co-op & Fair Haven.

Section 5 - Type of Purchase

Bureau of Purchases - 5A

Section 5A - Bureau of Purchases

Purchasing Method: Request for Proposal

RFP Number: 2020-07-1336

MUNIS Revenue Account Number:

Section 6 - Scope of Services

Insurance Necessary?: Yes

Section 7 - Vendor Information

Vendor Number	Vendor Name	DBA	Address	Contact Person	Contact Person's Email	Contact Person's Phone Number
54016	JOHN RIGA	NPOWER CONSTRUCTION & ELECTRIC LLC	64 THOMPSON ST UNIT B206 , EAST HAVEN, %%F12%% 06513	CT		06513

Do you need a different mailing address? No

Notes:

Section 8 - Maximum Compensation

Maximum Compensation Total Amount: 852,369.16

Does Hourly Rate Apply?: No

Section 9 - Compensation

Method of Compensation: Method of Compensation

Payment Method: Check

Payment Frequency: Monthly

Section 10 - Term of Agreement

Term of Agreement Start Date: November 01, 2020

Term of Agreement End Date: January 15, 2021

Section 11 - Source of Funds

Amount Remaining to be Applied: 0

Fund Number	Fund	Routing	Amount
58101	3C202074-58101	Accounts Payable	\$852,369.16

Must be Reviewed By: Accounts Payable

Activity Log

Action Log:

Section 12 - Vendor Affidavit (Form 1421)

Affidavit Date: August 21, 2020

Section 14 - Department Head's Office Authorization

Authorization: I have reviewed with my coordinator all information relevant to this request and we believe it is accurate and complete as stated

Signature: 

Michael J. Pinto - Date Signed: 15-Oct-2020 17:10 EDT

Section 15 - Assessor's Authorization

Authorization: I have reviewed all information relevant to this request and believe it is accurate and complete as stated.



Signature:

Michael Condon - Date Signed: 16-Oct-2020 09:11 EDT

Section 16 - Tax Collector's Authorization

Authorization: I have reviewed all information relevant to this request and believe it is accurate and complete as stated.



Signature:

Maurine Villiani - Date Signed: 19-Oct-2020 13:39 EDT

Section 18 - Reviewed by Purchasing Department

Authorization: I have reviewed all information relevant to this request and believe it is accurate and complete as stated.



Signature:

Michael Fumiatti - Date Signed: 21-Oct-2020 10:50 EDT

Section 21 - Reviewed by Accounts Payable

Authorization: I have reviewed all information relevant to this request and believe it is accurate and complete as stated.

Signature:

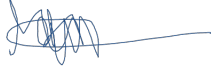


CAPO #: 93753112

Arami Martinez - Date Signed: 21-Oct-2020 13:04 EDT

Section 22 - Controller Authorization

Authorization: I have reviewed all information relevant to this request and believe it is accurate and complete as stated.

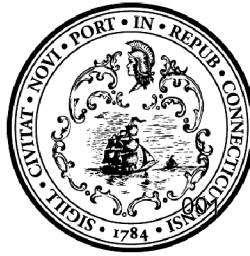


Signature:

Michael Fumiatti - Date Signed: 21-Oct-2020 14:00 EDT

CITY OF NEW HAVEN

Board of Education 902 Capital Projects
 54 Meadow St, New Haven, CT 06519
 Tel (203) 946-5581, fax (203) 946-7436



Purchase Order

Fiscal Year 2021

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKAGES AND SHIPPING PAPERS.

Purchase Order # **93753112-001**

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895
 OPERATION OF PLANT MAINT. DEPT
 EDUCATION (203) 691-3903
 375 QUINNIPIAC AVE
 NEW HAVEN, CT 06513
 Email: NHinvoice@newhavenct.gov

PO Expiration Date
 06/30/2021

Delivery must be made within
 doors of specified destination.

V
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JOHN RIGA
 NPOWER CONSTRUCTION & ELECTRIC LLC
 64 THOMPSON ST UNIT B206
 EAST HAVEN, CT 06513

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OPERATION OF PLANT MAINT. DEPT
 EDUCATION (203) 691-3903
 375 QUINNIPIAC AVE
 NEW HAVEN, CT 06513
 Email: NHINVOICE@NEWHAVENCT.GOV

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms		Department/Location		
10/14/2020	54016				CONTRACT RESERVE		
Item#	Description/PartNo			QTY	UOM	Unit Price	Extended Price
	RFP 2020-07-1336 Install new LED Lighting as outli						
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading						
1	RFP 2020-07-1336 Install new LED Lighting as outlined in RFP bid documents. The six schools are Wilbur Cross, Wexler Grant, Mauro Sheriden, Edgewood, Co-op & Fair Haven.			1.0	EACH	\$852,369.16	\$852,369.16
	GL Account: 3C202074 - 58101 - 5YR			\$852,369.16			

Col Casale
 Chief Internal Auditor

Mayor - City of New Haven
 SIGNATURE REQUIRED

Mind
 Acting Controller

Instructions to Vendors - See Reverse Side (If Checked)

Total Ext. Price	\$852,369.16
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
PO Total	\$852,369.16

CITY OF NEW HAVEN PURCHASE ORDER
TERMS AND CONDITIONS

1. Provision of goods and/or services to the City of New Haven under this Purchase Order constitutes acceptance of and agreement with these Terms and Conditions.

2. SPECIFICATIONS & WARRANTY. Vendor expressly warrants that all articles, materials, and work covered by this P.O. will conform to the specifications, drawings, samples, or other description(s) furnished or requested by the City of New Haven, and will be of good material and workmanship, free from defect. Said articles, materials, and work shall be fully warranted for a period of one (1) year from the date of the City of New Haven's acceptance.

3. VARIATIONS. No variations in the delivery schedule, price, quantity, specifications, or other terms of this Purchase Order will be effective unless agreed to in writing and signed by the City of New Haven.

4. TIME. If there is a Date Required shown on the front of this P.O. Time is of the essence for this Purchase Order. Failure of the Vendor to deliver the item(s) and/or service(s) by the Required Date shall entitle the City of New Haven, in addition to any other rights or remedies, to cancel this Purchase Order.

5. DELIVERY. Any applicable shipment fees must be prepaid by Vendor and delivered to a destination inside a building or place of use, as specified by the City of New Haven, at no additional cost to the City of New Haven.

6. TAXES. The City of New Haven is exempt from excise, sales, and use taxes, per CT State Statute Sec 12-412a. If form is required, contact Accounts Payable for a Tax Exemption Certificate

7. INVOICE. Total invoice amount shall not exceed the quantities or amounts stated on the front of this P.O. This amount constitutes full and complete payment for all costs assumed by the Vendor in performance of this P.O., including but not limited to salaries, consultant fees, costs of materials and supplies, printing and reproduction, meetings, consultations, presentations, travel expenses, postage, telephone, clerical expenses, and all similar expenses. All invoices must be emailed to NHinvoice@newhavenct.gov

8. APPLICABLE LAW. Any claims arising from this Purchase Order shall be governed by Connecticut law. The Vendor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

9. WAIVER OF TRIAL BY JURY. 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 P.O. Notwithstanding any such claim, dispute, or legal action, the Vendor shall continue to perform services specified in this P.O. in a timely manner, unless otherwise directed by the City of New Haven.

10. INSURANCE AND INDEMNIFICATION. Unless Vendor is only selling commodities and using a standard courier service for delivery therefore, in which case this section does not apply, the Vendor hereby agrees to all the terms and conditions set forth in the attached Rider, which is hereby incorporated by reference. Vendor shall have all insurance coverage policies required by the Rider in effect before commencing services and/or providing materials specified in this Purchase Order.

11. All drawings, reports, and documents prepared by the Vendor in accordance with this P.O. shall be to the property of the City of New Haven and may be subject to the City's final review and approval prior to final submission to the City. In the event the City of New Haven disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Vendor shall revise such disapproved work at its own cost and expenses and submit the revised work, or the additional required material, for review and approval.

12. For more information about our policies and procedures, please visit our website <https://www.newhavenct.gov/gov/depts/purchasing>



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

Date:	October 9, 2020		
Contract Synopsis/Purpose: <i>Please provide a detailed description of the scope of work and the purpose for this contract/agreement</i>	Install new LED Lighting as outlined in RFP bid documents. The six schools are Wilbur Cross, Wexler Grant, Mauro Sheriden, Edgewood, Co-op & Fair Haven.		
Contract Name:	LED Lighting Project for Six Schools		
Contract / RFP / CPO No:	RFP 2020-07-1336	Corporation Counsel No. (Corporation Counsel use only)	
City Department:	BOE Facilities Department	Department Head:	John Barbarotta
Department Contact:	John Barbarotta	Telephone:	475-220-1644
Fund:	<input type="checkbox"/> General <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Capital <input type="checkbox"/> Special <input type="checkbox"/> Enterprise		
Grant or Capital Source Description (i.e. Grant Name):	Capital Funding		
Account No:	3C202074-58101		
Amount of Contract:	\$852,369.16		
Contract Term:	Start Date:	November 1, 2020	End Date: January 15, 2021
Vendor Code:	54016	Bill to:	X
Contractor's Name:	N Power Construction & Electrical, LLC		
Contractor Email:	JRiga@npowercnelect.com		REQUIRED
Contractor Contact:	John Riga		
Address:	64 Thompson St, B206		
City, State, ZIP:	East Haven, CT 06513		
Telephone:	203-494-5206		
Vendor Questions:	Has this vendor performed the service(s) in prior fiscal years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

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

Save the file for example as: CAS-21451-2-2 On Call HVAC

Do not enter a requisition for this award.

Statement of Award (SOA)

Contract #:							
Contract Name:	LED LIGHTING PROJECT FOR SIX SCHOOLS						
Contract Period:	July 1, 2020-June 30, 2021						
Contractor:	N Power Construction & Electrical , LLC						
Amount:	\$ 852,369.16						
Item #	Description	Est Qty	Unit of Measure	Unit Price	Model Brand	Total Price	
Wilbur Cross							
918344	Material Cost☐	1	Lump Sum	\$ 116,959.55		\$ 116,959.55	
918345	Labor Cost☐	1	Lump Sum	\$ 145,000.00		\$ 145,000.00	
918346	Other Costs (list)☐	1	Lump Sum	\$ 12,345.00		\$ 12,345.00	
Wexler Grant							
918355	Material Cost☐	1	Lump Sum	\$ 47,412.21		\$ 47,412.21	
918356	Labor Cost☐	1	Lump Sum	\$ 41,000.00		\$ 41,000.00	
918357	Other Costs (list)☐	1	Lump Sum	\$ 3,925.00		\$ 3,925.00	
Mauro Sheridan							
918366	Material Cost☐	1	Lump Sum	\$ 8,356.46		\$ 8,356.46	
918367	Labor Cost☐	1	Lump Sum	\$ 4,000.00		\$ 4,000.00	
918368	Other Costs (list)☐	1	Lump Sum	\$ 600.00		\$ 600.00	
Edgewood							
918377	Material Cost☐	1	Lump Sum	\$ 4,482.96		\$ 4,482.96	
918378	Labor Cost☐	1	Lump Sum	\$ 2,800.00		\$ 2,800.00	
918379	Other Costs (list)☐	1	Lump Sum	\$ -		\$ -	
COOP							
918388	Material Cost☐	1	Lump Sum	\$ 83,888.23		\$ 83,888.23	
918389	Labor Cost☐	1	Lump Sum	\$ 81,000.00		\$ 81,000.00	
918390	Other Costs (list)☐	1	Lump Sum	\$ 6,191.00		\$ 6,191.00	
Fairhaven							
918410	Material Cost☐	1	Lump Sum	\$ 147,313.75		\$ 147,313.75	
918411	Labor Cost☐	1	Lump Sum	\$ 133,495.00		\$ 133,495.00	
918412	Other Costs (list)☐	1	Lump Sum	\$ 13,600.00		\$ 13,600.00	
						\$ 852,369.16	

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CITY OF NEW HAVEN-Live
PURCHASE ORDER CURRENT LIST

P 1
pomaintn

CHANGE ORDER

Purchase Order Type: Normal Fiscal Yr/Per 2021/04 PO# 93753112
 Batch LPI PO Date 10/14/2020
 Requisition 0000000
 Department Code 902 CONTRACT RESERVE
 Allocation Code 00000000
 Buyer ID 1241lper Luz Perez
 Needed By Date
 General Commodity
 Vendor 054016 NPOWER CONSTRUCTION & ELECTRIC LLC
 64 THOMPSON ST UNIT B206
 EAST HAVEN, CT 06513
 Ship To Address 895 OPERATION OF PLANT MAINT. DEPT
 EDUCATION (203) 691-3903
 375 QUINNIPIAC AVE
 NEW HAVEN, CT 06513
 Ship To Reference
 Shipping Method
 Bill To Address 895 OPERATION OF PLANT MAINT. DEPT
 EDUCATION (203) 691-3903
 375 QUINNIPIAC AVE
 NEW HAVEN, CT 06513
 PO Description RFP 2020-07-1336 Install new LED Lighting as outli
 Special Handling None Status Posted Distribution 1
 Total PO Amount \$852,369.16
 Liquidated \$ 0.00
 Open Encumbrance \$852,369.16

Line Item Details

Line	001	Commodity	Req	Qty	1.00	UOM	EACH	Unit Price	852,369.16	0000
%Disc	0.00	Credit	0.00	Freight	0.00			Sales Tax		0.00
Line Item Total								\$852,369.16		
Qty Received	0.00	Liquidated	\$ 0.00							
Qty Canceled	0.00	Canceled	\$ 0.00							
Line Item Open Encumbrance								\$852,369.16		

Description
 RFP 2020-07-1336 Install new LED Lighting
 as outlined in RFP bid documents. The six
 schools are Wilbur Cross, Wexler Grant,
 Mauro Sheriden, Edgewood, Co-op & Fair
 Haven.

Department 902 1099 Box 7 Capital AssetY Needed By
 Quote Bid
 Work Order: Task:

Allocation Details
 Org Obj Proj Description Encumbered Amt Bud

10/14/2020 16:29
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CITY OF NEW HAVEN-Live
PURCHASE ORDER CURRENT LIST

P 2
pomaintn

3C202074	58101	5YR	REMODELING/RENOVAT	\$852,369.16	U
			Liquidated	\$ 0.00	
			Canceled	\$ 0.00	
			Allocated Open Encumbrance	\$852,369.16	

** END OF REPORT - Generated by Luz Perez **



DISCLOSURE & CERTIFICATION AFFIDAVIT

EVERY SECTION MUST BE COMPLETED

For help completing this form contact 203-946-8201

Contractor/Vendor Name:	NPOWER CONSTRUCTION & ELECTRIC
Address:	64 THOMPSON ST. B206 EAST HAVEN, CT. 06513
Telephone and/or Fax #:	203 494 5206 fax: 475 441 7450
Email Address:	JRiga@Npowercnelect.com
Contact Person:	John Riga

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,	John Riga <small>(type or print your name above)</small>	being first duly sworn, hereby deposes and says that:	
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	NPOWER CONSTRUCTION & ELECTRIC <small>Insert Company Name above</small>	
2b.	Or I am an individual and my name is: <small>if an individual, insert your name above</small>		
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.	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.	JR	The Contractor (including any owner, partner, officer or authorized signatory thereof) is not required to file a list of taxable personal property with the City of New Haven for the most recent grand list and does not owe any back taxes to the City of New Haven, either directly or through a lease or other agreement.	
4c.	The Contractor or an owner, partner, officer, representative, agent or Affiliate Entity of the Contractor either i) has a PILOT agreement with the City of New Haven or ii) owes back taxes and has executed an agreement with the City of New Haven to pay said back taxes in installment payments. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.		
5.	JR	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.	JR	Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Business ID #:	47-4512616 <small>Insert State Registration # above</small>
6b.	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 #:		<small>Insert State Registration # above</small>
6c.	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:		<small>Please insert State name above</small>
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				
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				
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			
2			


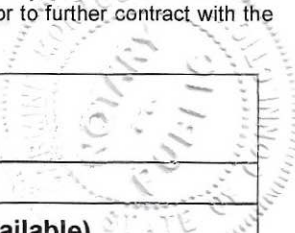
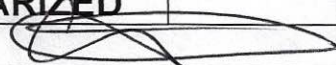
10. The following persons and/or entities possess an ownership interest in the Contractor. If the Contractor is a corporation, list the names of each stockholder whose shares exceed twenty-five (25) percent of the outstanding stock. If none, state none. Use additional sheet if necessary (must be on company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

	Name	Title	% of Ownership	DOB
1				
2				

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

	TRADE NAME	PLACE OF INCORPORATION/REGISTRY	PRINCIPAL PLACE OF BUSINESS
1			
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:			
John Riga, owner			
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:		21	Day of August 2020
My Commission Expires:		CARMINE MONTUORI NOTARY PUBLIC State of Connecticut My Commission Expires December 31, 2020	

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.)



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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 CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	680-0G614421-20-42	06/22/2020	06/22/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	ACV001138	06/10/2020	06/10/2021	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			CUP-8J45389A-20-42	06/22/2020	06/22/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	<input type="checkbox"/> 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		X	NPWC126088	03/02/2020	03/02/2021	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 PROPERTY \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of New Haven is included as an additional insured under general liability and auto when required by written contract subject to terms & conditions of the policy. Waiver of Subrogation applies for liability, auto and workers compensation.

CERTIFICATE HOLDER City Of New Haven 200 Orange Street 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 Carmine Montuori, CIC
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONNECTICUT CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

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

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

Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. Cancellation of policies in effect for less than 60 days.
If this policy has been in effect for less than 60 days and is not a renewal of a policy we issued, we may cancel this policy for any reason by giving you written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. Cancellation of policies in effect for 60 days or more.
 - a. If this policy has been in effect for 60 days or more or this is a renewal of a policy we issued, we may cancel this

policy by giving you written notice of cancellation at least:

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

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

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

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

2. Conditional Renewal

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

3. Notices Of Nonrenewal And Conditional Renewal

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

If notice is mailed, proof of mailing is sufficient proof of notice.
- c. However, we are not required to send notice of nonrenewal if nonrenewal is due to your failure to pay any advance premium required for renewal.

- C.** The **When We Do Not Renew** Condition of the Commercial General Liability Coverage Part, Commercial Liability Umbrella Coverage Part and Employment-Related Practices Liability Coverage Part does not apply.