



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Jamar Alleyne, Executive Director of Facilities

Date: August 23,2023

Re: Award of Contract #21884 to Consolidated Electric to provide on call Theater Maintenance and Repairs

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

Company Information		
Vendor Name:	Consolidated Electric	
Doing Business as: (DBA)		
Vendor Address:	100 Wheeler Street Unite F New Haven Ct. 06512	
Vendor Contact Name:	Bill Mackey	
Vendor Contact Email:	mackeyb@conelectricinc.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	New	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From 9/5/23	To 6/30/24
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$40,000.00	
Funding Source Name: Acct. #:	3C24-2461-58101	
Contract #: <small>(Local or State)</small>	21884	



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Key Questions:

1. What specific service will the contractor provide:

Responsible for ensuring that all theater and stage equipment is in good working condition and ready for use. This includes, but is not limited to stage lighting, curtains, acoustics, projectors, lighting and soundboards.

2. How was the contractor selected? **Attach appropriate supporting documents*

- Quotes
- Sealed Bid # _21884_____
- Sole Source # _____
- RFP# _____
- State Contract #
- Exempt Professional
 - Accountant
 - Actuary
 - Appraiser
 - Architect
 - Artist
 - Dentist
 - Engineer
 - Expert Professional Consultant
 - Land Surveyor
 - Lawyer
 - Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

Sealed Bid

b. Who were the members of the selection committee? *(Minimum 3 members required)*

N/A Sealed Bid



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4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

N/A-New Work

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

N/A New Work

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

This new project was quoted for providing on call Theater Maintenance and Repairs. NO previous year comparable contracts available.

7. Is this a service that existing staff could provide? Why or why not?

No, this service cannot be provide by existing staff.



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Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement_Contract_Checklist\2022-2023

1. Has this vendor performed service(s) in prior fiscal years?	
If Yes,	Vendor #22260
If No or New,	Vendor must provide completed W9
2. A quotes or proposal submitting regarding the agreement/contract.	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></p> <p>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></p> <p>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</p>	
Rider 300	Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation
Rider 305	Professional Services – Onsite Umbrella; No Auto; No Workers Compensation
Rider 310	Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation
Rider 315	Professional Services – Onsite Umbrella; w/ Youth under 21
Rider 320	Professional Services – Offsite; No Auto; No Workers Compensation
Rider 325	Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21
Rider 330	Professional Services – Offsite Attorney; No Auto; No Workers Compensation
Rider 335	Professional Services – Onsite; Physician/Dentist; No Auto
Rider 340	Professional Services – Onsite Physician/Dentist w/ Youth under 21
Rider 345	Professional Services – Onsite Temp Nurses
Rider 350	Professional Services – Cyber – Onsite
Rider 355	Professional Services – Cyber – Offsite
<p>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</p>	
Emailed Disclosures are acceptable.	



City of New Haven

Bureau of Purchases

200 Orange Street, Room 301

New Haven, CT 06510

Tel: 203-946-8201 Fax: 203-946-8206

Honorable Justin Elicker
Mayor

Shawn J. Garris
Acting Purchasing Agent

The City of New Haven ("City") is accepting sealed Bids for the following:

INVITATION TO BID

Project Summary

Contract Name:	On Call Theater Maintenance and Repairs									
Solicitation #:	21884			City Project #:			N/A			
Projection Description:	The on-call theater maintenance services vendor will be responsible for ensuring that all theater and stage equipment is always in good working condition and ready for use. This includes stage lighting, curtains, acoustics, projectors, lighting, and sound boards and more									
Department:	BOE-Facilities									
Solicitation/Advertise Date:	July 6, 2023									
Intend to Bid Due Date	July 19, 2023									
Bid Due Date:	July 20, 2023					Bid Opening Time:		3:00		PM
Pre-Bid Meeting Date:	N/A					Pre-Bid Meeting Time:				
Pre-Bid Meeting Location:	N/A									
Solicitation Type:	Construction		<input checked="" type="checkbox"/>		Service		SCD* - Construction		SCD* - Service	
Contract Term:	Construction		(See Specification)		Service		1	year	3	Renewals Option(s) (at the sole discretion of the CONH)
Material Markup Allowed	NO		<input checked="" type="checkbox"/>		YES		If Yes enter percent markup on your Statement of Qualifications form			
System for Award Management (Federal Requirement)	YES		<input checked="" type="checkbox"/>		NO		If marked yes, to bid and get paid you must already have a Unique Entity ID. See Statement of Qualification Form			
Insurance Requirements:	Refer to Rider			110		(This Rider is attached)				
MBE/WBE Utilization Form:	Required if your base Bid Submission is \$150,000 or greater									
Local Preference:	<input checked="" type="checkbox"/>			YES					NO	
Bid Bond:	N/A					Percentage Amount:		NO		%
Labor, Material and Performance Bond:	N/A									
Wage Rates:	<input checked="" type="checkbox"/>	Livable Wage \$19.95 FY 23/24				Prevailing Wage State				Davis Bacon Federal

Fiscal year 2023-2024

On-Call Theater Maintenance for New Haven Public Schools

Scope of Work

Introduction:

The purpose of this scope of work is to outline the responsibilities and expectations of the on-call theater, auditorium and stage maintenance services for a public-school district. The on-call maintenance services will be responsible for ensuring that all theater and stage equipment is in good working condition and ready for use at all times.

“Vendor must provide apparatus and licensed operator for all equipment needed to perform work. This includes but is not limited to lifts, scaffolding, ladders etc....”

Scope of Work:

The on-call theater and stage maintenance service provider will be responsible for the following tasks:

1. Regular Maintenance and Repairs:
 - a. Inspect and maintain all theater and stage equipment, including lighting, sound, rigging, stage curtains, black box rooms, stages etc...
 - b. Ensure that all equipment is in good working condition and ready for use at all times.
 - c. Perform regular maintenance tasks, such as cleaning, lubricating, and adjusting equipment as needed.
 - d. Keep a log of all maintenance tasks performed and report any issues to the school district.
 - e. Repairs, replacements and recommendations to acoustic panels.
2. Emergency Repairs:
 - a. Respond to emergency repair requests promptly and efficiently.
 - b. Troubleshoot and diagnose equipment issues and provide appropriate repairs.
 - c. Ensure that all repairs are completed in a timely manner to minimize downtime.
3. Equipment Upgrades:
 - a. Provide recommendations for equipment upgrades and replacements as needed.
 - b. Work to make lighting repairs, replacements and recommend lighting upgrade options
 - c. Work with the school district to develop a plan for equipment upgrades and replacements.
 - d. Install new equipment and ensure that it is properly integrated with existing equipment.
4. Safety:
 - a. Ensure that all theater and stage equipment is safe for use.
 - b. Conduct regular safety inspections and make necessary repairs to ensure compliance with safety regulations.
 - c. Provide training to school district staff on the safe use of theater and stage equipment.
5. Communication:
 - a. Maintain open communication with the school Facilities Department regarding maintenance and repair needs.
 - b. Provide regular updates on maintenance tasks and repairs.
 - c. Respond promptly to all communication from the school district.
6. Events:
 - a. Must have the ability to provide operation of theater production equipment on an as-needed basis. This would entail operation of projector, lighting and sound boards etc.

References: The company should be able to provide references from other school districts or organizations that they have provided theater and stage maintenance services to.

Experience: The company should have experience in providing theater and stage maintenance services to schools or other similar organizations.

Conclusion:



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com

Phone: 1-888-333-4949

Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2023

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER

PHONE (A/C, No, Ext): 888-333-4949

FAX (A/C, No): 507-446-4664

E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURED 396-190-1
CONSOLIDATED ELECTRIC INCORPORATED
100 WHEELER ST UNIT F
NEW HAVEN, CT 06512-1631

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 306

REVISION NUMBER: 0

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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS	
LTB		INSR	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			0696923	12/17/2022	12/17/2023	EACH OCCURRENCE	\$1,000,000
		Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000
	OTHER:						PRODUCTS & COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO			0696923	12/17/2022	12/17/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS	Y	Y				BODILY INJURY (Per Person)	
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			0696924	12/17/2022	12/17/2023	EACH OCCURRENCE	\$10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y				AGGREGATE	\$10,000,000
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	0696926	12/17/2022	12/17/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
		N/A	Y				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)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

CANCELLATION

396-190-1
CITY OF NEW HAVEN BUREAU OF PURCHASES
200 ORANGE ST STE 301
NEW HAVEN, CT 06510-2202

306 0

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

Nicholas R. Lower

**ADDITIONAL REMARKS SCHEDULE**

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED CONSOLIDATED ELECTRIC INCORPORATED 100 WHEELER ST UNIT F NEW HAVEN, CT 06512-1631
POLICY NUMBER SEE CERTIFICATE # 306.0		
CARRIER SEE CERTIFICATE # 306.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 306.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED BY CONTRACT ENDORSEMENT FOR BUSINESS AUTO LIABILITY.

INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE.

PRODUCTS/COMPLETED OPERATIONS LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT.

BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE.

COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include:
Any person or organization other than a joint venture, for which you have agreed by written contract to procure bodily injury or property damage "auto" liability insurance arising out of operation of a covered "auto" with your permission. However, this additional insurance does not apply to:
- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- B. The coverage extended to any additional insured by this endorsement is limited to, and subject to all terms, conditions, and exclusions of the Coverage Part to which this endorsement is attached.
- In addition, coverage shall not exceed the terms and conditions that are required by the terms of the written agreement to add any insured, or to procure insurance.
- C. The limits of insurance applicable to such insurance shall be the lesser of the limits required by the agreement between the parties, or the limits provided by this policy.
- D. Additional exclusions. The insurance afforded to any person or organization as an insured under this endorsement does not apply:
1. To "loss" which occurs prior to the date of your contract with such person or organization;
 2. To "loss" arising out of the sole negligence of any person or organization that would not be an insured except for this endorsement.
 3. To "loss" for any leased or rented "auto" when the lessor or his or her agent takes possession of the leased or rented "auto" or the policy period ends, whichever occurs first.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - AUTOMATIC STATUS WHEN
REQUIRED IN A WRITTEN CONSTRUCTION
AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

 1. Required by the contract or agreement you have entered into with the additional insured; or
 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) -
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions**:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement, effective on 12/17/2022 at 12:01 A.M. standard time, forms a part of

Policy No. 0696926

Issued to Consolidated Electric Incorporated

Issued by Federated Mutual Insurance Company

Endorsement No. 1



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This waiver applies to any person or organization for which the Named Insured has agreed by written contract, prior to loss, to furnish this waiver.

If work is performed in Missouri, this waiver does not apply to any construction group of classifications as designated by the Waiver of Our Right to Recover from Others rule in our manual.

This waiver does not apply to the states of Kentucky, Louisiana, New Hampshire, New Jersey, New York, North Carolina, or Wisconsin.

CITY OF NEW HAVEN

New Haven, Connecticut 06510



DISCLOSURE & CERTIFICATION AFFIDAVIT

1. EVERY SECTION MUST BE COMPLETED

Contractor/Vendor Name:	Consolidated Electric Inc			
DBA (if applicable)				
	If you are a DBA, please be advised you must file a Trade Name Certificate with the CONH City/Town Clerk			
Physical principal place of business:	100 Wheeler St Unit F	New Haven	CT	06512
	Address	City	State	Zip
Mailing Address: (complete only if different from principal place of business):				
	Address	City	State	Zip
Telephone #:	(203) 468-2111			
Email Address:	mackeyb@conelectricinc.com			
Contact Person:	Bill Mackey			

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, purchase order, Memorandum of Understanding, or other 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 "CONH"
(d)	"Affiliate Entity" means any entity listed in sections 5 or 6 below or any entity under common management with the Contractor.
(e)	"DOB" means Date of Birth for individuals

State of	CT	County of	New Haven
I,	William Mackey <i>Type your name above</i>	being first duly sworn, hereby deposes and says that:	
2.	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. (click 2a or 2b)		
2a.	<input checked="" type="checkbox"/> I am the corporate secretary or majority owner (including sole proprietorship) of:	Consolidated Electric Inc	<i>Type company name above</i>
2b.	<input type="checkbox"/> Or I am an individual and my name is:		<i>Type individual name above</i>

3.	Please click 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		
3a.	<input checked="" 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.	
3b.	<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 CONH for the most recent grand list and does not owe any back taxes to the CONH, either directly or through a lease or other agreement.	
3c.	<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 CONH 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.	
3d.	<input checked="" type="checkbox"/>	Other than as may be described in section 3a-c 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.	

4.	Please click the applicable representation about the Contractor's business registration:	
4a.	<input checked="" type="checkbox"/> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship.	0807034 Type State registration # above
4b.	<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.	Type State registration # above
4c.	<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:	Type State name above
4d.	Contractor has confirmed with the Connecticut Secretary of the State that the services it will provide pursuant to the Contract 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 affirm they have and will maintain the following State of Connecticut registrations, certificates, or approvals relevant to the Agreement (attach if Applicable) (if not applicable, state N/A).	

5.	The following list is a list of the names of <u>all</u> 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
5a.	N/A		
5b.			

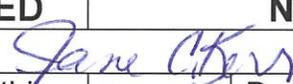
6.	Contractor must disclose all existing and recent contracts with the City. The following list is a list of all contracts in which either the Contractor, any person affiliated with the business of the Contractor or an Affiliate Entity of the Contractor provides, or has provided, services or materials 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
6a.	Consolidated Electric Inc		50483
6b.			
6c.			
6d.			

7.	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
7a.	N/A		
7b.			

8.	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
8a.	Thomas Grennan	President	75
8b.	William Mackey	GM	25

9.	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
9a.	N/A		
9b.			

I hereby certify that I am duly authorized to sign this Affidavit and that the person who will sign the Agreement (if required) 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 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 all agreements the Contractor has with the City of New Haven and disqualification of the Contractor to further contract with the City.

Signature of person completing this form:	William F Mackey 		
Title of person completing this form:	GM		
Contractor/Vendor Name:	Consolidated Electric Inc		
Date:	03/16/2023		
THIS FORM MUST BE NOTARIZED		NOTARY SEAL (if available)	
Signature of Notary:			
Subscribed and sworn to, before me on this:	16	Day of	March 20 23
My Commission Expires:	08/24/2024		

