





**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

## BUREAU OF PURCHASES

**Justin Elicker**  
Mayor

**Fiscal Year**

**Michael V. Fumiatti, Sr**  
Purchasing Agent

200 Orange Street Rm 301  
New Haven, CT 06510  
Tel. (203)946-8201

## RENEWAL AGREEMENT

Schedule of Renewal Agreement			
<b>Contractor:</b>	Filters Sales and Service, Inc.	<b>Contract Name:</b>	On Call Filter Service
<b>Address:</b>	15 Kimberly Avenue	<b>Project # : (If applicable)</b>	N/A
<b>City:</b>	West Haven	<b>Renewal Contract Number :</b>	21623-2-2
<b>State:</b>	Connecticut	<b>Original Contract Number:</b>	21623-1-2
<b>Zip Code:</b>	06516	<b>Renewal Fiscal Year Purchase Order:</b>	70210040
<b>Contact:</b>	Kurt Slovinski	<b>Renewal Award Date:</b>	July 8, 2020
<b>Telephone # :</b>	203-932-4800	<b>Vendor # :</b>	30820
<b>City Department:</b>	Board of Education	<b>Contract Term:</b>	July 1, 2020-June 30, 2021
<b>Renewal Contract Dollar Amount:</b>	Fifty Thousand Dollars and Zero Cents (\$50,000.00)		
<b>Lump Sum:</b>	<input type="checkbox"/>	<b>Not-To-Exceed:</b>	<input checked="" type="checkbox"/>

**THIS ELECTRONIC RENEWAL AGREEMENT** is by and between the Contractor listed above (hereinafter referred to as the "Contractor"), and the City of New Haven (hereinafter also referred to as the "City"), and **is executed as of the date of the Mayor's Signature affixed below.**

**WHEREAS** the Contractor and the City of New Haven entered into Original Contract Number referenced above, and wish to renew under the same Terms and Conditions,

**WHEREAS**, the Contractor and the City of New Haven mutually agree as follows:

**ARTICLE 1R.**

<b>X</b>	<b>Contract Renewal AGREEMENT forms - Complete as follows:</b>			
	1. Full business name of bidder	4. Certificate of Corporate Principal, if applicable		
	2. Written signature of authorized agent	5. Written signature of the witnesses		
	3. Title of authorized agent	6. <b>DO NOT fill in date on first page of agreement</b>		
<input type="checkbox"/>	Contractor must comply with Commission on Equal Opportunities requirements. Contact their office at (203) 946-8160 for additional paperwork.			
<input type="checkbox"/>	Contractor must comply with the Small Contractor Development Program requirements. Contact their office at (203) 946-6550 for additional paperwork.			
<b>X</b>	<b>Certificate of Insurance (COI)- required in duplicate, see attached Rider for endorsements and policy limits. If no Rider attached or checked herein, please see Bid Documents for Insurance Requirements</b>			
<input checked="" type="checkbox"/>	Rider: A	<input type="checkbox"/> Rider: B	<input type="checkbox"/> Rider: C	<input type="checkbox"/> Rider: Other
<input type="checkbox"/>	<b>Labor &amp; Material &amp; Performance Bond(s) - Complete as follows:</b>			
	1. Full business name of bidder.	6. Seal of Surety Company.		
	2. Name of Surety Company.	7. Written signature of witnesses.		
	3. Written signature of authorized agent or bidder.	8. Acknowledgment of Surety Company page.		
	4. Seal of bidder, if applicable.	9. Financial Statement of Surety Company.		
	5. Surety Company's authorized signature.	10. Updated power of attorney for Surety Company.		

**Wage Rates**

<input type="checkbox"/> State Wage	<input checked="" type="checkbox"/> Livable Wage	<input type="checkbox"/> Federal Wage	<input type="checkbox"/> No Wage or Other
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**ARTICLE 1R.1** All Terms and Conditions of the Original Contract Number apply.

**ARTICLE 1R.2** The attached schedule of award is fully incorporated by reference herein and contractor shall utilize it for all invoicing.

**ARTICLE 1R.3** Wage Rates: Should Livable Wage Rates apply as indicated by Article 1, the rate shall be as stated in the attached letter, which is fully incorporated by reference herein.

**ARTICLE 1R.4** Contractor is required to complete a new Tax Disclosure and Certification form which is attached below.

**ARTICLE 1R.5** Notices to the City and Invoices for completed work should be directed to:

Project Manager	John Barbarotta
Department	Board of Education
Email Invoices to:	NHInvoice@newhavenct.gov

**Signature Page To Follow**



IN WITNESS WHEREOF, the parties have executed An ELECTRONIC RENEWAL AGREEMENT as of the date of the Mayor's Signature affixed below.

Contractor:
<b>FILTER Sales &amp; Service, Inc</b>
(written signature)
<b>K. Skovinski</b>
(title of person signing above)
<b>Branch Manager</b>

XXX

### CERTIFICATE OF CORPORATE PRINCIPAL

I, Thomas F. Quillet, certify that I am the Vice President of the Corporation named as Contractor in this Agreement; that KAT Skovinski who signed the Agreement on behalf of the Contractor is the Branch Manager of said Corporation; that I know her/his signature, and that her/his signature thereto is genuine; and that this Agreement was duly signed for and on behalf of the Corporation by authority of its governing body.

Thomas F. Quillet  
(Written Signature of Attester)

Affix Corporate Seal

Vice President  
(Title)

N/A

### CERTIFICATE OF MEMBER/MANAGER

I, \_\_\_\_\_, certify that I am the (member/manager), of the Limited Liability Company named as Contractor in this Agreement; that \_\_\_\_\_, who signed the Agreement on behalf of the Limited Liability Company is a (member/manager) of said Limited Liability Company; that I know his/her signature, and that his/her signature thereto is genuine, and that this Agreement was duly signed for and on behalf of the Limited Liability Company by authority of its operating agreement.

\_\_\_\_\_  
(written signature of attester)

\_\_\_\_\_  
(title)  
Affix LLC Seal

### CITY OF NEW HAVEN

7/30/2020   9:38 AM EDT	DocuSigned by: <u>Michael Fumiatti</u>
Recommendation of Award of Contract.	101E67CD5F4A4EE... Purchasing Agent
7/30/2020   10:20 AM EDT	DocuSigned by: <u>Stacy L. Werner, Senior Assistant Corporation Counsel</u>
Approved as to Form and Correctness:	AE6B7F1CE97B44... Sr. Assistant Corporation Counsel
7/30/2020   10:03 AM EDT	DocuSigned by: <u>Wesley S.</u>
The funds are available for this Agreement:	2023BA439400417... Controller/Chief Accountant
7/31/2020   2:13 PM EDT	DocuSigned by: <u>Justin Ellicker</u>
	AA6694C8D0B8482... Mayor City of New Haven Connecticut

### **Schedule Of Award**

Contractor Name:	Filters Sales and Service, Inc.
Renewal Contract Number:	21623-2-2
Total Contract Dollar Amount:	See Schedule Of Agreement

**See Attachment(s)**



**CITY OF NEW  
HAVEN**  
BUREAU OF PURCHASES



**JUSTIN ELICKER**  
*Mayor*

**Michael V. Fumiatti**  
*Purchasing Agent*

200 ORANGE STREET  
ROOM 401  
NEW HAVEN, CONNECTICUT 06510  
Tel. (203) 946-8201 - Fax. (203) 946-8206

Contractor:	Filters Sales and Service, Inc.
Contract Name:	On Call Filter Service
Original Contract Number:	21623-1-2
Renewal Contract Number:	21623-2-2

This is to certify that the originals of the attached documents, under the Original Contract Number, are on file with the Bureau of Purchases:

- Bid Documents
- When applicable, any addendum
- When applicable, original year contract documents, including bid.

Contract Analyst: *Gina Consiglio*

Award Date: July 8, 2020

## Business Inquiry

### Business Details

Business Name: **FILTER SALES AND SERVICE, INC.**

Business ID: **0688311**

Business Address: **15 KIMBERLY AVE, WEST HAVEN, CT, 01803, USA**

Mailing Address: **15 ADAMS STREET, BURLINGTON, MA, 01803, USA**

Date Inc/Registration: **Aug 08, 2001**

Commence Business Date: **Apr 06, 1987**

Annual Report Due Date: **08/08/2020**

NAICS Code: **NONE**

Citizenship/State Inc: **Foreign/MA**

Last Report Filed Year: **2019**

Business Type: **Stock**

Business Status: **Active**

Name in State of INC: **FILTER SALES AND SERVICE, INC.**

NAICS Sub Code: **NONE**

### Principals Details

Name/Title	Business Address	Residence Address
THOMAS OUELLET VICE PRESIDENT	15 KIMBERLY AVE, WEST HAVEN, CT, 06516	14 RUSSELL HILL RD, SHERBORN, MA, 01770
ALAN E. OVELLET PRESIDENT	15 KIMBERLY DRIVE, WEST HAVEN, CT, 06516	99 GREAT PLANS AVE, WELLESLEY, MA, 02181
RICHARD A COELHO SECRETARY	15 ADAMS STREET, BURLINGTON, MA, 01803	53 BAY STATE AVE, SOMERVILLE, MA, 02144

### Agent Summary

Agent Name **JAMES H. SEGALOFF**

Agent Business Address **55 WHITNEY AVENUE, NEW HAVEN, CT, 06510**

Agent Residence Address **101 ALSTON AVENUE, NEW HAVEN, CT, 06515**

Agent Mailing Address **NONE**



**DISCLOSURE**

July 28, 2020

*M Condon*

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**Assessor's Authorization**

Michael Condon - 28-Jul-2020 10:36 EDT

*M Villiani*

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**Tax Collector's Authorization**

Maurine Villiani - 28-Jul-2020 10:58 EDT

*[Signature]*

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**Originator's Authorization**

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# THE CITY OF NEW HAVEN

## BUREAU OF PURCHASES 200 Orange Street

New Haven, Connecticut 06510  
(203) 946-8201 - FAX (203) 946-8206



### DISCLOSURE & CERTIFICATION AFFIDAVIT

CONTRACTOR/VENDOR NAME	FILTER SALES & SERVICE, INC.
CONTRACTOR/VENDOR ADDRESS	15 Kimberly Ave West Haven, CT 06516
TELEPHONE /FAX	203-932-4800
CONTACT/E-MAIL ADDRESS	RSKOVINSKI@FILTERSALES.COM

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	Ss.
I, <u>RAT SKOVINSKI</u>				being first duly sworn, hereby deposes and says that:
(type or print your name above)				

1. <input checked="" type="checkbox"/>	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.
2. <input checked="" type="checkbox"/>	I am the corporate secretary or majority owner (including sole proprietorship) of <u>FILTER SALES &amp; SERVICE</u> OR I am an individual and my name is _____ (Insert Company Name above) OR, if an individual, type your name above)
3. <input checked="" type="checkbox"/>	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.
4. <input checked="" type="checkbox"/>	(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): 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. <input checked="" 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. 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. <u>Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.</u>
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. <input checked="" type="checkbox"/>	Please select the applicable representation about the Contractor's business registration: <input checked="" type="checkbox"/> Contractor is a Connecticut corporation, partnership, limited liability company or sole proprietorship and its Connecticut Secretary of the State Registration number is <u>0688311</u> . 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 Registration number is _____. 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 _____ and the State business registration number is _____. 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 not applicable):

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	N/A			
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	N/A			
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	N/A		
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	N/A			
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	N/A		
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.

(Signed) K. Skovinski Title: BRANCH MANAGER

Subscribed and sworn to before me this 15 day of JULY, 2020

[Signature]  
(Title)  
My commission expires MAY 31, 2023

**THIS FORM MUST BE NOTARIZED**

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

NOTARY  
MY COMMISSION EXPIRES  
05/31/2023





# CITY OF NEW HAVEN

Department of Finance

200 ORANGE STREET  
NEW HAVEN, CONNECTICUT 06510  
TELEPHONE (203) 946-8300

<b>Contractor:</b>	Filters Sales and Service, Inc.	<b>Contract Name:</b>	On Call Filter Service
<b>Address:</b>	15 Kimberly Avenue	<b>Contract # :</b>	21623-2-2
<b>City:</b>	West Haven	<b>Award Date:</b>	July 8, 2020
<b>State:</b>	Connecticut	<b>Contact:</b>	Kurt Slovinski
<b>Zip Code:</b>	06516	<b>Contract Term:</b>	July 1, 2020-June 30, 2021
<b>Vendor # :</b>	30820	<b>Contract Value:</b>	\$50,000.00

To whom it may concern:

The work you are performing for the City of New Haven is considered a "service" under the City's Living Wage Ordinance. The ordinance, passed by the Board of Alderman in April 1997, as part of an initiative to assure that all who work on City contracts made enough money by their labors to rise out of poverty and obtain vital health care for themselves and their families.

In accordance with this goal, you have been awarded the above referenced contract and have agreed to pay a set minimum wage to your employees who participate in said work. In addition, you are required to meet certain other requirements set forth in the Ordinance.

The City of New Haven's current Living Wage is \$17.42 per hour for the fiscal years July 1, 2020 through June 30, 2021.

The enclosed package includes the following:

- A brief description of the City's Living Wage Ordinance.
- Measures you must undertake when hiring individuals to perform this work.
- Information which must be posted at any work sites on City property.
- Wage report forms, which must be based on your payroll ending dates (weekly, biweekly, etc). You may use your own form as long as the required information is included.
- It is your responsibility to retain all the certified payroll for this contract. We will only request them from you if there is a complaint.
- A detailed description of the measures the City may take to assure compliance with this ordinance.

Very truly yours,

City of New Haven  
Controller



## NOTICE TO EMPLOYEES ON THIS SITE

Work performed for the above-cited contract requires you to be compensated at no less than \$17.42 per hour from 7/1/2020 through 6/30/2021. This is required by the City's Living Wage Ordinance, as enacted by the New Haven Board of Aldermen on April 24, 1997, Article XVII, Section 2-221 to Section 2-240.

The Living Wage Ordinance provides for:

- Non technical, non-trade, non-union (carpenter, plumber, etc.) service workers be provided the wage rate listed above,
- An hourly wage may not be reduced to achieve the stipulated living wage;
- Employees being informed of the appropriate minimum wage they should receive under the ordinance;
- The contractor submits wage reports based on your payroll ending dates (weekly, biweekly, etc.) within one week of the end of payroll of the payroll period to the City of New Haven detailing hourly wage paid to all employees under the above cited contract;
- An employee's right to file a complaint with the City of New Haven regarding an employer's non-compliance with this ordinance;
- Restitution to the employee of wages owed under the ordinance, should review of contractor records reveal non-compliance with the Living Wage Ordinance or should a finding be made in favor of a complaining employee; and
- Fines and penalties in the event an employer remains non-compliant.

If you feel that your employer has not complied with the Living Wage Ordinance, please detach the form below and return it to the City of New Haven, Controller, 200 Orange Street, New Haven, CT 06510.

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### Living Wage Complaint Form

Job Site:	Contractor
Weeks(s) of Pay Affected:	
Job Title	Job Description
Employee Name (Print):	Employee Phone
Employee Address	Best Time to call
Please Describe Complaint:	
Employee Signature:	Date of Complaint



## **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<br>One Million Dollars (\$1,000,000) Each Accident |
| 2. Property Damage | One Million Dollars (\$1,000,000) Each Accident  |

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

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

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

#### Extensions of Coverage

Other States Endorsement

Voluntary Compensation (included if exposure exists)

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

Jones Act (included if exposure exists)



Amendment of the Notice of Occurrence  
 Thirty (30) day written notice of cancellation, non-renewal

E. 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.

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.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/16/2020

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 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).

<b>PRODUCER</b> Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	<b>CONTACT</b> NAME: Tina Housman PHONE (A/C, No, Ext): E-MAIL ADDRESS: thousman@hayscompanies.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company NAIC # 19682 INSURER B: Trumbull Insurance Company 27120 INSURER C: Hartford Casualty Insurance Company 29424 INSURER D: Hartford Accident and Indemnity Company 22357 INSURER E: INSURER F:
<b>INSURED</b> Filter Sales & Service, Inc. 15 Adams Street Burlington MA 01803	

**COVERAGES** **CERTIFICATE NUMBER:** CL207698926 **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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	08UUNAX1297	7/16/2020	7/16/2021	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<b>AUTOMOBILE LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	08UENAX1363	7/16/2020	7/16/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	08RHUAX0421	7/16/2020	7/16/2021	EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input type="checkbox"/>	<input type="checkbox"/>	08WECQ7274	7/16/2020	7/16/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)  
 City of New Haven is Additional Insured as respects General Liability and Automobile Liability where required by written contract. A Waiver of Subrogation applies where required by written contract.

<b>CERTIFICATE HOLDER</b> City of New Haven 200 Orange Street New Haven, CT 06519	<b>CANCELLATION</b> 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 James Hays/TROTHER
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