



NEW HAVEN PUBLIC SCHOOLS

## Operations Memorandum

**To:** New Haven Board of Education Finance and Operations Committee

**From:** Frank Fanelli, Director of Project Management

**Date:** August 11, 2023

**Re:** Purchase Order with New Haven Painters to provide paint for main office and hallway/lobby at Conte School from water damage

**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:	New Haven Painters LLC	
Doing Business as: (DBA)		
Vendor Address:	354 Woodmont Rd #13	
Vendor Contact Name:	Todd Daneault	
Vendor Contact Email:	todd@newhavenpainters.com	
Is the contractor a minority or women owned small business?	No	
Agreement/Contract Information		
New or Renewal Agreement/Contract?	Purchase Order	
Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small>	From 08/4/2023	To 06/30/2024
Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small>	\$28,221.30	
Funding Source Name: Acct. #:	2023-2024 Capital Projects 3C22-2261-58101	
Contract #: <small>(Local or State)</small>		



NEW HAVEN PUBLIC SCHOOLS

**Key Questions:**

**1. What specific service will the contractor provide:**

Painters to provide paint for main office and hallway/lobby at Conte School due to water damage.

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

- Quotes**
- Sealed Bid #** \_\_\_\_\_
- 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*

N/A

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

N/A



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**Key Questions: - Continued**

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

N/A Purchase Order

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

N/A

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

This is a small project that is needed for water damage the school took, there is no financial comparison available.

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

No this is a specialized service that licensed professionals provide the materials and perform for the district.



NEW HAVEN PUBLIC SCHOOLS

**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**

<b>1. Has this vendor performed service(s) in prior fiscal years?</b>	
If Yes,	Vendor # _____
If No or New,	Vendor must provide completed W9
<b>2. A quotes or proposal submitting regarding the agreement/contract.</b>	
If RFP	Attach Vendor Submitted
Other	Copy of State Contract, Quotes, etc.
<p><b>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></b></p> <p><b>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></b></p> <p><b>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</b></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><b>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.</b></p>	
Emailed Disclosures are acceptable.	



New Haven Painters LLC  
354 Woodmont Rd #13  
Milford, CT 06460  
203.606.2346  
#HIC.0645324

CONTACT	JOB ADDRESS	QUOTE ID	DATE
<b>Frank Fanelli</b> 375 Quinnipiac Ave New Haven , CT 06513 Frank.Fanelli@new-haven.k12.ct.us Frank.Fanelli@abm.com 475.306.1318	Conte School 511 Chapel St New Haven , Ct 06511	2952	07/07/2023

## Quote

Item	
<b>Main Office / Principle office</b> <ul style="list-style-type: none"> <li>• Patch all damage on walls.</li> <li>• Sand and prime all repair work on walls</li> <li>• Sand all walls lightly.</li> <li>• Paint all walls with 2 coats of Promar 200 by Sherwin Williams.</li> <li>• Paint all door jambs with 2 coats of Promar 200 by Sherwin Williams.</li> </ul>	<b>\$1,515.10</b>
<b>Lobby / Corridor Entrance</b> <ul style="list-style-type: none"> <li>• Install 5/8th drywall where missing</li> <li>• Install drywall on exit sign wall</li> <li>• Patch all damage on ceilings.</li> <li>• Sand and prime all repair work on ceilings.</li> <li>• Sand all ceilings lightly.</li> <li>• Paint all ceilings with 2 coats of Promar 400 by Sherwin Williams (Flat White).</li> <li>• Paint all walls with 2 coats of Promar 200 by Sherwin Williams.</li> <li>• Paint door jambs with 2 coats of Promar 200 by Sherwin Williams.</li> </ul>	<b>\$2,967.00</b>
<b>Does not include vestibule</b>	
<b>Hallways Bathroom Drywall / Painting</b> <ul style="list-style-type: none"> <li>• Pick up required materials.</li> <li>• Install drywall in all areas specified.</li> </ul>	<b>\$1,175.20</b>

- Tape and compound drywall.
- Prime new drywall with 1 coat of PVA Primer
- Paint ceilings with 2 coats of **Promar 400** by Sherwin Williams.
- Paint all walls with 2 coats of **Promar 200** by Sherwin Williams.
- Paint door jamb with 2 coats of **Promar 200** by Sherwin Williams

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**Kindergarten Room 1 + Bathroom** **\$3,280.00**

- Pick up required materials.
- Install drywall in all areas specified.
- Tape and compound drywall.
- Prime new drywall with 1 coat of PVA Primer
- Paint ceilings with 2 coats of **Promar 400** by Sherwin Williams.
- Paint all walls with 2 coats of **Promar 200** by Sherwin Williams.
- Paint door jambs with 2 coats of **Promar 200** by Sherwin Williams.

**Includes closets**

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**Kindergarten Room 2 + Bathroom** **\$3,920.00**

- Pick up required materials.
- Install drywall in all areas specified.
- Tape and compound drywall.
- Prime new drywall with 1 coat of PVA Primer
- Paint ceilings with 2 coats of **Promar 400** by Sherwin Williams.
- Paint all walls with 2 coats of **Promar 200** by Sherwin Williams.

**Includes closets**

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**Kindergarten Room 3 + Bathroom** **\$3,920.00**

- Pick up required materials.
- Install drywall in all areas specified.
- Tape and compound drywall.
- Prime new drywall with 1 coat of PVA Primer
- Paint ceilings with 2 coats of **Promar 400** by Sherwin Williams.
- Paint all walls with 2 coats of **Promar 200** by Sherwin Williams.

**Includes closets**

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**1st Grade Classrooms** **\$3,780.00**

- Paint ceilings with 2 coats of **Promar 400** by Sherwin Williams.
- Paint all walls with 2 coats of **Promar 200** by Sherwin Williams.
- Paint door jambs + Sidelights with 2 coats of **Promar 200** by Sherwin Williams

**Does not include bathrooms**

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**Classroom Hallway** **\$2,520.00**

- Sand all walls lightly
- Paint all walls with 2 coats of **Promar 200** by Sherwin Williams.

- Paint door jambs + Sidelights with 2 coats of Promar 200 by Sherwin Williams

Does not include bathrooms

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**Parents Room**

**\$744.00**

- Sand all walls lightly
  - Paint all walls with 2 coats of Promar 200 by Sherwin Williams.
  - Paint door jambs + Sidelights with 2 coats of Promar 200 by Sherwin Williams
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**Ceiling Tile Installation**

**\$4,400.00**

- Install ceiling tiles in all work areas where damaged or missing
  - Ceiling tiles will be provided by Frank
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**Total\$28,221.30**

## Terms

**Date anticipated to commence\*:**

**Period of time needed to finish:**

**NOTE: Subject to delays by weather, Customer's accommodation, Etc.**

**Parties will coordinate the actual commencement date and agree to amend these dates on our contract by agreement upon email/text confirmation of the commencement date immediately upon being ascertained.**

**Invoicing & Payment.** Client shall pay a \$250.00 deposit to schedule, remainder of the first 50% on the start date and the final payment within 2 weeks of client's receipt of the final invoice.

Invoice will be issued to client upon completion of work. We accept Cash, Check, Zelle, Venmo and all major Credit Cards. Preferred method is Check or Zelle. Please include proposal number on memo/notes.

There will be a 3% convenience fee for all credit card transactions (this fee will be waived if all remaining payments past the initial \$250 are made with check, cash or zelle).

**ACCESS TO THE JOB SITE:** Customer agrees and understands that access to the jobsite must be provided between 8 a.m. and 5 p.m for the duration of this project. If at any time access is not available to the Contractor for any reason, the Customer agrees to notify Contractor atleast 12 hours before.

**CUSTOMER RESPONSIBILITIES:** Customer will assume responsibility to remove all household and personal items from any and all work areas (with the exception of large furniture such as sofas and beds) and store those items away from the work area during the duration of the job. Any and all items remaining in the work area will be moved by the Contractor, and the Customer agrees to pay the Contractor a charge of \$55.00 per man-hour for moving these items. Contractor will move large furniture at no cost to the owner (unless specified otherwise). At no point will NHP be responsible for disconnecting, moving or installation of appliances.

Due to insurance regulations and safety procedures, the customer, other contractors, workers, children, pets, and individuals will not enter the work area unless agreed upon by both the Contractor and the Customer. If other contractors, workers, children, pets, or individuals are to be present during the duration of the scope of work, the Customer shall not schedule or permit such activities that will interfere with or prevent the timely and successful completion of the work. The Contractor shall not be held liable for any damage caused to its work by anyone other than the Contractor and its employees. The Customer agrees to compensate the Contractor at the rate of \$55.00 per man-hour to correct all such damage.

**CUSTOMER RIGHTS: The Customer has the right to cancel this transaction within three (3) business days from the date of the transaction. If the Customer wishes to do so, they must complete a Cancellation Form which will be provided by the Contractor. Upon receipt of the Cancellation Form, the Contractor will return 100% of any deposit or property within ten (10) business days. If cancellation is made after midnight of the third (3rd) business day, the Contractor will retain 10% of the Total Price.**

**EXTRA COSTS/CHANGE ORDERS:** This contract may only be changed in writing. Additional work performed to be an extra charge, above the Total Price stated within the scope of this agreement. Additional work to be approved by Customer prior to commencing, by signature, on a Change Order Form. All change orders are to be paid in full before work starts.



If the Contractor shows up on the agreed upon date at the agreed upon time, and is unable to complete the contracted work due to circumstances beyond our control (such as Inability to enter the worksite; Other contractors being late with their portion of the job; Manufacturing defects with the wallcovering we are to install; Not enough wallcovering due to a short shipment or someone else's estimate; Or any other reason not directly the fault of the Contractor, a \$175.00 minimum charge shall apply. If the job is partially completed, another appointment for completion shall also bear a minimum \$175.00 charge. This charge may be avoided by giving CONFIRMED notice at least 48 hours prior to the scheduled appointment. 'CONFIRMED' notice shall be understood to be either a live conversation with the Contractor or a return message from the Contractor if you left a message.

If client chooses the final color as white or a variation of white, it may take more than the standard two coats to cover the previous paint. If a third coat or more is needed for coverage or color depth, this will be identified to the client after the two coats are applied. If two coats were on the original contract, extra charges will be applied for the application of extra coats.

PROMOTION/ADVERTISING: The Customer authorizes the Contractor to display a sign for the duration of the job and 1 week after completion of the job, and to use photographs taken at the jobsite for display, promotion, and advertising, without compensation to the Customer.

INSPECTION OF COMPLETED WORK: Upon substantial completion of work, the Customer agrees to conduct an inspection of the work with the Contractor. All defects and uncompleted items should be noted at this time. The inspection must occur under normal lighting conditions, without magnification, and from a normal viewing position, in accordance with the PDCA Standards.

MANUFACTURERS SPECIFICATIONS: All materials will be applied and/or in installed according to the manufacturer's specifications.

INDUSTRY STANDARDS: All surface preparation, coating application, and/or wallcovering installation will follow industry standards as defined by the Painting and Decorating Contractors of America (PDCA). For a copy of PDCA industry standards, please contact the Contractor. New Haven Painters comes equipped with all the necessary licenses and insurances required by the state of Connecticut to provide contracting services in the painting industry. You are hiring an experienced, professional painting team. Elements of the job will meet or exceed normal accepted practices in the painting industry.

WARRANTY: Labor is warranted for up to a period of seven (7) years. Warranty paperwork must be signed by Customer and New Haven Painters LLC. Paperwork will be kept on file by New Haven Painters LLC for seven (7) years from completion date. It is recommended that the customer keeps the warranty paperwork on file as well. All product warranties will be extended to Customer upon payment in full for work completed. Contractor's liability under a warranty claim shall not exceed the total price charged for the work performed. Customer shall make warranty claims immediately upon discovering defect or performance problem. \*In the event that the substrate or any prior coating fails beneath what the Contractor has installed and/or applied, the Contractor will not be held liable for the failure of the substrate or any coating. Failure to comply with the terms, conditions, and payment schedule of this agreement will void all warranties.

GUARANTEE: New Haven Painters offers this guarantee to all interior, exterior, and cabinet painting customers. New Haven Painters will return and touch up scuffs and marks (within reason) in areas painted by us within the next 7 years after completion date. It is the responsibility of the customer to call and set up a day for the work to be completed, although reminders are sent to customers via email. Touch-up work will be performed free of charge. Additional charges apply only for work that exceeds specifications and only upon consent. The customer is

responsible for safeguarding the paint leftover from the initial painting. This includes noting the type, color and finish of the paint used if leftover paint is no longer available. Remember to store all paint at room temperature and ensure it is properly sealed. We continue to strive to make our customers in Southern Connecticut Area satisfied with New Haven Painters long after the job is done!

**LEGAL NOTICE:** Unless otherwise agreed to in writing prior to start up of work: payments received later than 2 weeks from completion or stopped work date to be charged a \$50.00 late fee, and added to balance due. All balances due, after thirty (30) days to be levied a service charge of 1.5% per month and added to balance total. Please pay promptly. The undersigned will be responsible for the costs of collection of any unpaid balance, including court costs, expenses, and reasonable attorney's fee if needed.

**DISCLAIMER NOTICE:** Work to be done as specified, in a professional manner, to normally accepted industry standards. not responsible for acts of God, unavailable materials, riots, or mischief; which are outside of the contractors control.

### **Repair Level (Standard Unless Otherwise Noted):**

#### **1. Basic: Clean & light sand**

This surface preparation level includes cleanliness of surfaces to ensure the adhesion of new finishes with less concern for the quality of appearance. Preparation shall include the removal of surface dust, dirt, obvious loose paint and other surface contaminants by washing, light power washing, hand cleaning and mildew treatment. This level of preparation should ensure that applied coats will adhere to existing paint coats. This level of surface preparation does not warrant that previously applied paint coats are well adhered to each other or are well adhered to the substrate. There will be no alteration of the existing surface profile.

#### **2. Standard: Fill in cracks, holes and caulk**

This surface preparation level includes cleanliness of surfaces to ensure the adhesion of new finishes with concern of adhesion of the existing coatings. With this level of surface preparation, good adhesion and longevity of finish is of primary concern and appearance is of secondary concern. This level of surface preparation includes the description in Level 1 plus other procedures necessary to create a sound surface for repainting including solvent cleaning, basic patching/filling, caulking and light sanding for "bite". Under this level of surface preparation, it is recommended that adhesion tests be performed to assess the adhesion of previously applied paints. When poor results are discovered at isolated locations then more aggressive surface preparation methods will be recommended at these isolated locations. Under this level of preparation, the surface profile is not altered unless due to the removal of unsound previously applied paint. This level of prep includes 1 coat of compound up to 6 inches wide on all repair work.

#### **3. Superior: Repair nail pops and tape lines**

This surface preparation level includes the requirements of levels 1 and 2 with added emphasis on the quality of appearance of painted surfaces. This level of surface preparation includes filling, patching, taping cracks in drywall, properly dealing with "nail pops", matching existing textures and aggressive sanding to minimize existing runs, sags, brush/roll marks and other existing surface defects. Under this level of preparation, the general surface profile is retained but defects causing abrupt surface profile differences exceeding 1/16 inch or 62.5 mils will be corrected. This level of prep includes 2-3 coats of compound up to 12 inches wide on all repair work.

#### **4. Supreme: Extensive prep and sand**

This surface preparation level incorporates the requirements of Levels 1, 2 and 3 with even more emphasis on the quality of appearance of painted surfaces. Under this level of surface preparation, all necessary preparation

techniques will be employed to improve the quality of appearance except restoration/resurfacing. Aggressive filling and sanding will be done to eliminate defects causing abrupt surface profile differences exceeding 1/31 inch or 31 mils. This level of prep includes 3-4 coats of compound up to 18 inches wide on all repair work.

**Skim 1 Coat** Includes description from Levels 1, 2, 3, 4 plus application of 1 coat of compound.

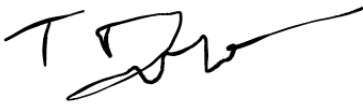
**Skim 2 Coats** Includes description from Levels 1, 2, 3, 4 plus application of 2 coats of compound.

**Skim 3 Coats** Includes description from Levels 1, 2, 3, 4 plus application of 3 coats of compound.

**You the buyer may cancel this transaction at any time prior to midnight on the third business day after the date of this transaction. See the attached notice of cancellation for an explanation of this right.**

**By signing this below you are acknowledging knowing**

1. **Contractor's #HIC.0645324**
2. **The contract date**
3. **The commencement date for the work (anticipated) and**
4. **Completion date (anticipated) which is subject to Buyers' approval or modification, or events beyond Contractor's control,**
5. **Three day right of rescission form is attached separately, and**
6. **You have received a copy of this contract and the rescission rights form.**
7. **You have recieved a copy of the "The Lead-Safe Certified Guide to Renovate Right"**  
(All of these documents are attached below)



07/26/2023

ESTIMATOR SIGNATURE

DATE

07/26/2023

CUSTOMER SIGNATURE

DATE

Quote #2952 for Frank Fanelli

Total value: \$28,221.30





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2023

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

INSURED  
NEW HAVEN PAINTERS LLC  
354 WOODMONT RD  
MILFORD, CT 06460-3746

189-483-1

INSURERS AFFORDING COVERAGE  
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY NAIC # 13935  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 38

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			6129545	06/23/2023	06/23/2024	EACH OCCURRENCE	\$1,000,000
		Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
	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			6129545	06/23/2023	06/23/2024	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			6129546	06/23/2023	06/23/2024	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	Y				AGGREGATE	\$1,000,000
	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	1814954	06/23/2023	06/23/2024	<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

189-483-1  
CITY OF NEW HAVEN  
200 ORANGE ST RM 301  
NEW HAVEN, CT 06510-2016

38 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

**ADDITIONAL REMARKS SCHEDULE**

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED NEW HAVEN PAINTERS LLC 354 WOODMONT RD MILFORD, CT 06460-3746
POLICY NUMBER SEE CERTIFICATE # 38.0		
CARRIER SEE CERTIFICATE # 38.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 38.0

**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 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.

GENERAL 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.

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**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.

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**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 06/23/2023 at 12:01 A.M. standard time, forms a part of

Policy No. 1814954

Issued to New Haven Painters LLC

Issued by Federated Mutual Insurance Company

Endorsement No. 1



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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, New Hampshire, or New Jersey.