

CITY OF NEW HAVEN

Board of Education 900 General Fund
54 Meadow St, New Haven, CT 06519
Tel (203) 497-7038, fax (203) 946-7436

**Purchase Order**

Fiscal Year 2021

Page: 1 of: 1

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

Purchase
Order #

70210047-000

PO Expiration Date
06/30/2021

Delivery must be made within
doors of specified destination.

B
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150
DEPT OF EDUCATION
BUSINESS OFFICE
54 MEADOW STREET
NEW HAVEN, CT 06519
Email: NHinvoice@newhavenct.gov

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TIM'S ENTERPRISES, LLC
39 MYRTLE AVE
ANSONIA, CT 06401
Email: TIMS.ENTERPRISES@YAHOO.COM

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

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
203-772-2982						
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
07/16/2020	46417			EDUCATION		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	K#21641-2-2 OC FLOORING REPAIRS					
	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	On Call Flooring Repairs PER BID SPEC AND YOUR BID SUBMISSION GL Account: 3C202080 - 58101 - 5YR		1.0	EACH	\$50,000.00	\$50,000.00
	\$50,000.00					

Cal Casper

Chief Internal Auditor

Mayor - City of New Haven
☐ SIGNATURE REQUIRED

Instructions to Vendors - See Reverse Side (If Checked)

Mimi L...

Acting Controller

Total Ext. Price	\$50,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
PO Total	\$50,000.00

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

A20-0671

Justin Ellicker
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			
Contractor:	Tim's Enterprises, LLC	Contract Name:	On Call Flooring Repairs
Address:	39 Myrtle Avenue	Project # : (If applicable)	N/A
City:	Ansonia	Renewal Contract Number :	21641-2-2
State:	Connecticut	Original Contract Number:	21641-1-2
Zip Code:	06401	Renewal Fiscal Year Purchase Order:	70210047
Contact:	Tim Washington	Renewal Award Date:	July 21, 2020
Telephone # :	203-410-5189	Vendor # :	46417
City Department:	Board of Education	Contract Term:	July 1, 2020-June 30, 2021
Renewal Contract Dollar Amount:	Fifty Thousand Dollars and Zero Cents (\$50,000.00)		
Lump Sum:	<input type="checkbox"/>	Not-To-Exceed:	<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.

<input checked="" type="checkbox"/>	Contract Renewal AGREEMENT forms - Complete as follows:			
	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.	DO NOT fill in date on first page of agreement
<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.			
<input checked="" type="checkbox"/>	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			
<input checked="" type="checkbox"/>	Rider: A	<input type="checkbox"/>	Rider: B	<input type="checkbox"/>
		<input type="checkbox"/>	Rider: C	<input type="checkbox"/>
			Rider: Other	
<input type="checkbox"/>	Labor & Material & Performance Bond(s) - Complete as follows:			
	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

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:	<u>Tim's Enterprises LLC</u>
(written signature)	
Member / Manager (only)	
(title of person signing above)	

CERTIFICATE OF CORPORATE PRINCIPAL

I, _____, certify that I am the _____ of the Corporation named as Contractor in this Agreement; that _____ who signed the Agreement on behalf of the Contractor is the _____ 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.

(Written Signature of Attester)

Affix Corporate Seal

(Title)

CERTIFICATE OF MEMBER/MANAGER

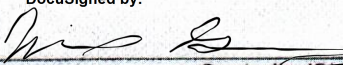
I, Timothy Washington, certify that I am the (member/manager), of the Limited Liability Company named as Contractor in this Agreement; that Timothy Washington, who signed the Agreement on behalf of the Limited Liability Company is a (member/manager) of said Limited Liability Company; that I know his/her 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)

(only) Member / Manager
(title)

Affix LLC Seal

CITY OF NEW HAVEN

8/18/2020 12:23 PM EDT	DocuSigned by:
Recommendation of Award of Contract:	<u>Michael Fumiatti</u>
	101E67CD5F4A4EE... Purchasing Agent
8/20/2020 8:39 AM EDT	DocuSigned by:
Approved as to Form and Correctness:	<u>Stacy L. Werner, Senior Assistant Corporation Counsel</u>
	AE6B7F1CE97B441... Sr. Assistant Corporation Counsel
8/18/2020 7:21 PM EDT	DocuSigned by:
The funds are available for this Agreement:	
	2023BA439400417... Controller/Chief Accountant
8/20/2020 12:36 PM EDT	DocuSigned by:
	<u>Justin Ellicker</u>
	AA6694C8D0B8482... Mayor
	City of New Haven Connecticut

Schedule Of Award

Contractor Name:	Tim's Enterprises, LLC
Renewal Contract Number:	21641-2-2
Total Contract Dollar Amount:	See Schedule Of Agreement

See Attachment(s)

Statement of Award (SOA)

Contract # :	21641-2-2					
Contract Name:	On- Call Various Flooring Repair Service					
Contract Period:	July 1, 2020-June 30, 2021					
Contractor:	Tim's Enterprises					
Amount:	\$ 50,000.00					
Item #	Description	Est Qty	Unit of Measure	Unit Price	Model Brand	Total Price
#1-1	Regular Time Hours	100	hourly	\$53		\$5,300.00
#1-2	Over Time Hours	10	hourly	\$55		\$550.00
#1-3	Square Foot Pricing for VCT installation including skim coat of patching	1000	square foot	\$7.98		\$7,980.00
#1-4	Square Foot Pricing for Carpet installation including skim coat of patching	1000	square foot	\$6.10		\$6,100.00
#1-5	Square Foot pricing floor patching (more than skim coat)	1000	square foot	\$2		\$2,000.00
#1-6	Lineal Foot pricing for 4" vinyl baseboard	500	lineal foot	\$7.60		\$3,800.00
	All quantities are Estimated					
	Total contract award may differ from bid amount for On-Call Contracts					

Business Inquiry

Business Details

Business Name: **TIM'S ENTERPRISES LLC**

Citizenship/State Inc: **Domestic/CT**

Business ID: **0818370**

Last Report Filed Year: **2020**

Business Address: **6 GRACE ST., NEW HAVEN, CT, 06511, USA**

Business Type: **Domestic Limited Liability Company**

Mailing Address: **39 MYRTLE AVE, ANSONIA, CT, 06401, USA**

Business Status: **Active**

Date Inc/Registration: **Apr 14, 2005**

Annual Report Due Date: **03/31/2021**

NAICS Code: **Construction (23)**

NAICS Sub Code: **Painting and Wall Covering Contractors (238320)**

Principals Details

Name/Title	Business Address	Residence Address
TIMOTHY WASHINGTON MEMBER MANAGER	6 GRACE ST., NEW HAVEN, CT, 06511	39 MYRTLE AVE, ANSONIA, CT, 06401

Agent Summary

Agent Name **TIMOTHY WASHINGTON**

Agent Business Address **39 MYRTLE AVE, ANSONIA, CT, 06401, USA**

Agent Residence Address **8 GRACE ST, NEW HAVEN, CT, 06511, USA**

Agent Mailing Address **39 MYRTLE AVE., ANSONIA, CT, 06401, USA**

DISCLOSURE

June 19, 2020

M Condon

Assessor's Authorization

Michael Condon - 19-Jun-2020 16:32 EDT

M Villiani

Tax Collector's Authorization

Maurine Villiani - 19-Jun-2020 16:56 EDT

[Signature]

Originator's Authorization

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	TIM'S ENTERPRISES LLC
CONTRACTOR/VENDOR ADDRESS	39 MRTLE AVE, ANSONIA, CT 06401 / 6 GRACE STREET, NEW HAVEN, CT 06511
TELEPHONE /FAX	203-772-2982
CONTACT/E-MAIL ADDRESS	tims.enterprises@yahoo.com
AGREEMENT FOR:	
SOLICITATION TITLE & NUMBER, IF APPLICABLE	ON CALL FLOORING REPAIR / 21641- 2- 2

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. 06-1387366
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I, TIMOTHY WASHINGTON being first duly sworn, hereby deposes and says that:
(type or print your name above)

1.	I am over the age of 18 and understand the obligations of making statements under oath; I understand that the City of New Haven is relying on my representations herein.
2.	I am the corporate secretary or majority owner (including sole proprietorship) of TIM'S ENTERPRISES LLC OR I am an individual and my name is _____ (Insert Company Name above OR, if an individual, type your name above)
3.	I am fully informed regarding the preparation and terms of the above referenced agreement (the "Agreement") and of all pertinent circumstances related thereto.
4.	(Please select the applicable representation(s) regarding taxes or, if none of the below are accurate, attach an explanation of the status of the relevant tax obligations to this Affidavit): <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. ____ 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. Such agreement is attached and incorporated herein by reference and the payments under said agreement are not in default.
5.	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. No
6.	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>0818370</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	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A

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	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A

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	N/A	N/A
2	N/A	N/A	N/A

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	N/A			

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	TIM'S ENTERPRISES LLC	39 MYRTLE AVE, ANSONIA, CT 06401	39 MYRTLE AVE, ANSONIA, CT 06401
2	TIM'S ENTERPRISES LLC	6 GRACE ST, NEW HAVEN, CT 06511	6 GRACE ST, NEW HAVEN, CT 06511

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) _____ Title: _____

Subscribed and sworn to before me this 25 day of July, 2019

(Title)

My commission expires _____

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

DWAYNE J. HICKS
Notary Public
Connecticut
My Commission Expires Apr 30, 2021

March 2019

THIS FORM MUST BE NOTARIZED



**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:	Tim's Enterprises, LLC
Contract Name:	On Call Flooring Repairs
Original Contract Number:	21641-1-2
Renewal Contract Number:	21641-2-2

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 21, 2020



CITY OF NEW HAVEN

Department of Finance

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

Contractor:	Tim's Enterprises, LLC	Contract Name:	On Call Flooring Repairs
Address:	39 Myrtle Avenue	Contract # :	21641-2-2
City:	Ansonia	Award Date:	July 21, 2020
State:	Connecticut	Contact:	Tim Washington
Zip Code:	06401	Contract Term:	July 1, 2020-June 30, 2021
Vendor # :	46417	Contract Value:	\$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.

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, judgments, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.

INSURANCE

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

B. The following Commercial General Liability coverage is particularly required:

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

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

1. Bodily Injury	One Million Dollars (\$1,000,000) Each Person One Million Dollars (\$1,000,000) Each Accident
2. Property Damage	One Million Dollars (\$1,000,000) Each Accident

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

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

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

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.



TIMSENT-02

CDELA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2020

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

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

PRODUCER MBI Company Group LLC. 280 State Street North Haven, CT 06473	CONTACT NAME: Carolyn Delahunt	
	PHONE (A/C, No, Ext): (203) 288-3401	FAX (A/C, No): (203) 281-0414
E-MAIL ADDRESS: carolyn.delahunt@Mbi-ins.com		
INSURED Tim's Enterprises LLC 39 Myrtle Ave Ansonia, CT 06401	INSURER(S) AFFORDING COVERAGE	
	INSURER A : NGM Insurance Company	
	INSURER B : BerkleyNet Underwriters	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	B1P9199K	1/14/2020	1/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 N	N/A	X BNUWC014898719	9/1/2019	9/1/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract # 21641-2-2On Call Various Floor Repair Service
 City of New Haven shall be named as additional insured with respect to Auto Liability per attached forms. Waiver of Subrogation applies per attached forms.

CERTIFICATE HOLDER

City of New Haven 200 Orange Street New Haven, CT 06519
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CANCELLATION

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

DATE (MM/DD/YYYY)
07/24/2020

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 Abbatello Insurance Agency 1 Evergreen Ave. Ste. LL5 Hamden, CT 06518			CONTACT NAME: PHONE (A/C, No, Ext): 203-234-7016 FAX (A/C, No): 203-234-7604 E-MAIL ADDRESS: tshadowf@yahoo.com		
INSURED Tim's Enterprises LLC 39 Myrtle Ave. Ansonia CT 06401			INSURER(S) AFFORDING COVERAGE		NAIC #
			INSURER A : Western World		13196
			INSURER B :		
			INSURER C :		
			INSURER D :		
			INSURER E :		
			INSURER F :		

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.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

21641-2-2 on call various floor repair service

City of New Haven
200 Orange Street
New Haven, CT 06510

AUTHORIZED REPRESENTATIVE

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