

Law Department Request for Service

Date: December 20, 2017

Received By: _____

Contract #: 2018-0000281
Department: Public Works
Requestor: Alex Schenck (914) 377-6037
BOCS Approval Date: November 2, 2017

REVENUE GENERATING: Yes No

Vendor: A&J Construction of NY, Inc.

Amount: \$ 50,330.80

Description: Requesting approval of Public Work Agreement 2018-281 to provide citywide, on-call roofing maintenance and repair services (Bid No. RFB-6200).

Proof of insurance is attached behind Schedule "C": contract requires NYS Workers Compensation, Disability Benefits, and Commercial General and Auto Liability policies. Bonding is not a requirement for this contract.

Bid forms, including VBO, have been included as a separate attachment.

Roof repair requests are pending for this new contract, please expedite review if possible.

If Applicable, attach vendor proposal/contract: Yes No

Timeframe/Date due by: January 7, 2017

Note to Legal: _____

For Corporation Counsel Office use only:

Assigned to _____ by MVC or KR

Follow Up w/ MVC or KR:

_____ yes - meeting scheduled _____

_____ no - handle directly with department requesting service



CITY OF YONKERS

COMMODITIES SERVICES CONTRACT

CONTRACT NUMBER 2018-00000281

THIS CONTRACT, made the ____ day of _____, 2017

by and between:

THE CITY OF YONKERS, a municipal corporation of the State of New York, having an office and place of business at 40 S Broadway, City Hall, Yonkers, New York 10701,

(hereinafter referred to as the "City"),

and

A&J CONSTRUCTION OF NY, INC., a corporation having an office and principal place of business at 163 Foxwood Road, West Nyack, NY 10994,

(hereinafter referred to as "the Contractor").

WITNESSETH

WHEREAS, the City desires to obtain **roof maintenance and repair services**; and

WHEREAS, the Contractor desires to provide such services for the compensation and on the terms herein provided;

NOW, THEREFORE, the parties hereto, in consideration of the covenants, agreements, terms and conditions herein contained, do agree as follows:

FIRST: The Contractor shall Provide **roof maintenance and repair services** as Needed, (the "Work") as more fully described in its proposal dated **October 17, 2017**, which is attached hereto and made a part hereof as **Schedule "A"**. The services shall conform in all respects with the City's Request for Proposals/Bid, entitled "**RFB-6200: Roof Maintenance**

and Repair Services”, due October 20, 2017, and incorporated herein by reference, whether or not attached to this Contract. All services rendered and work performed by the Contractor shall be under the direction and subject to the approval of the Commissioner of Public Works, or his/her designee (the “Commissioner”).

SECOND: The term of this Contract shall commence upon execution by the City and continue for a period of twelve months. This Contract also includes one mutual option to extend for one additional twelve month period at the rates specified in Schedule “B”, subject to further approval of the City’s Board of Contract and Supply.

Time limits provided in the Contract are of the essence. By executing the Contract, the Contractor confirms that the Contract time is a reasonable period for performing the Work. The Contractor shall proceed expeditiously with adequate work force and shall complete the work within the period specified under the Contract in a satisfactory and proper manner, as determined by the City, in accordance with current industry standards and trade practices.

THIRD: For the Work to be performed pursuant to Paragraph “FIRST,” the Contractor shall be paid an amount not to exceed **FIFTY THOUSAND THREE HUNDRED THIRTY AND 80/100 (\$50,330.80) DOLLARS, at the rate more fully described in Schedule “B” payable according to the terms described below. The compensation to be paid as described in Schedule “B” shall cover all professional time and costs unless otherwise stated. Except as otherwise expressly stated in this Contract, no payment shall be made by the City to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.**

To receive payments for Work completed, Contractor shall submit monthly, itemized invoices in a form acceptable to the City to the attention of the Commissioner, which will be paid within 30 days of receipt, subject to compliance with the terms hereof. The City shall not issue final payment until satisfied that all Work outlined in the scope of work has been completed. Upon acceptance of the final payment, Contractor releases City from any and all claims in any way connected to this Contract. Notwithstanding the foregoing, it is understood that the City operates on a fiscal year basis that begins on July 1st and ends on June 30th of each

year. The City shall not be considered to be in default under this Contract if any payments are due after the beginning of a fiscal year when the City's budget has not been approved for that fiscal year unless the non-payment continues after 31 October in any year.

The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Contract. It is recognized and understood that even if specific additional charges are expressly permitted under this Contract; in no event shall total payment to the Contractor exceed the not-to-exceed amount set forth above, except with an authorized change order or amendment.

FOURTH: Changes or extra work, beyond services specified under the Contract, may be authorized only by a written change order or amendment executed by a duly authorized City official, subject to all necessary legal approvals.

FIFTH: Delivery to the Contractor of a fully executed copy of this Contract shall constitute authorization to proceed with Work, unless otherwise provided. If otherwise provided, the City will issue an order to proceed in writing that will set forth the date upon which Work is to commence. All orders to proceed are subject to Contractor's compliance with the insurance requirement if required herein.

SIXTH: The parties recognize and acknowledge that the obligations of the City under this Contract are subject to annual appropriations by its budget pursuant to the Laws of the City of Yonkers. Therefore, this Contract shall be deemed executory only to the extent of the monies appropriated and available. The City shall have no liability under this Contract beyond funds appropriated and available for payment pursuant to this Contract. The parties understand and intend that the obligation of the City hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in this Contract constitute a pledge of the general tax revenues, funds or moneys of the City. The City shall pay amounts due under this Contract exclusively from legally available funds appropriated for this purpose. The City shall retain the

right, upon the occurrence of the adoption of any City Budget by its City Council during the term of this Contract or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such City Budget on City finances. After such analysis, the City shall retain the right to either terminate this Contract or to renegotiate the amounts and rates set forth herein. If the City subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Contract upon reasonable prior written notice.

This Contract is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract. The City shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on City finances. After such analysis, the City shall retain the right to either terminate this Contract or to renegotiate the amounts and rates approved herein. If the City subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Contract upon reasonable prior written notice.

SEVENTH: If the Contractor's Work is delayed by an act of the City or by another contractor employed by the City or by changes ordered by the City in the Work, or by labor disputes, fires, or other causes beyond the Contractor's control, or by delay authorized by the City, then the Contract time shall be extended by Change Order or Amendment for such reasonable time as the City may determine.

EIGHTH: Failure of a contractor to deliver within the time specified, or within reasonable time as interpreted by the Director of Purchasing, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing, shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed to the defaulting Contractor. Such purchases shall be

deducted from contract qualities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing.

NINTH: Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Director of Purchasing. Telephone orders placed directly with the Contractor by the ordering Department may ONLY be authorized by the Director of Purchasing only after execution of a Blanket Purchase Order.

TENTH: Unless otherwise stipulated by the Contractor as provided herein, the Contractor agrees that they will make available to all City agencies and departments and the City School District the unit prices they submitted in accordance with the bid and terms and conditions, should any said department or agency wish to purchase under this contract.

ELEVENTH: The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City, and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials and supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failures to do so within ten (10) days after date of notification, the City may return the rejected materials or supplies to the Contractor at their risk and expense, or dispose of them as its own property.

TWELFTH: Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered goods shall be accepted subject to inspection and physical count.

THIRTEENTH: Deliveries will be accepted between 9:00 A.M. and 3:00 P.M. on weekdays only, exclusive of holidays, unless otherwise stated herein.

FOURTEENTH: All shipments and deliveries shall be accompanied by Packing Slips or Delivery Tickets, and shall contain the following information for each item delivered:

- The Purchase Order Number,
- The Name of the Article and Stock Number (Manufacturer or Supplier),
- The Quantity Ordered,
- The Quantity Shipped,
- The Quantity Back Ordered,
- The Name of the Contractor.

Contractor is cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT GOODS.

FIFTEENTH: _____ (a) The City, upon five (5) days notice to the Contractor, may terminate this Contract in whole or in part when the City deems it to be in its best interest. In such event, the Contractor shall be compensated and the City shall be liable only for payment for services already rendered under this Contract prior to the effective date of termination at the rates specified in Schedule "B". Upon receipt of notice that the City is terminating this Contract in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Contract without the express approval of the Corporation Counsel, and the Contractor shall direct any approved subcontractors to do the same.

The City may, however, upon determining that Contractor's performance hereunder will endanger the public health or safety, terminate the contract immediately. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Corporation Counsel shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

(b) In the event the City determines that there has been a material breach by the Contractor of any of the terms of the Contract and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the City, in addition to any other right or remedy it might have, may terminate this Contract and the City shall have the right, power and authority to complete the Work provided for in this Contract, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Contract shall be deemed a material breach of this Contract justifying termination for cause hereunder without requirement for further opportunity to cure.

SIXTEENTH: The Consultant agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming the City as additional insured (including without limitation, a waiver of subrogation), as more provided and described in the Schedule entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof as Schedule "C." In addition to, and not in limitation of the foregoing, the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the City, the Consultant shall defend, indemnify and hold harmless the City, its officers, employees, elected officials and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Consultant or third parties under its direction or control, including without limitation, any claim that a deliverable infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, the Consultant agrees to enable the City's continued use of the deliverable, or to modify or replace it; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) The Consultant further agrees to give immediate written notice to the City as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the City in connection herewith.

The provisions of this Section will survive expiration, termination or other cancellation of this Agreement.

SEVENTEENTH: The Contractor represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Contractor independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services. The Contractor agrees to complete the Non-Collusive Bidding Certification attached hereto as Schedule "G," as part of this Contract.

EIGHTEENTH: Contractor shall maintain accurate records and accounts of services under this contract and shall furnish or make available such records and accounts or other information as may be required to substantiate any report or invoice submitted to the City for payment. The City may withhold payment for failure to comply with the foregoing.

NINETEENTH: The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer. The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Contract. The Contractor acknowledges and understands that the City maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

TWENTIETH: The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Contractor as an employer of labor. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

TWENTY-FIRST: Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City. The Contractor agrees to complete the M/WBE questionnaire attached hereto as Schedule "D," as part of this Contract.

TWENTY-SECOND: All deliverables created under this Contract by the Contractor are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Contractor hereby assigns to the City all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the City to obtain in its name copyrights, registrations and similar protections which may be available. The Contractor agrees to assist the City, if required, in perfecting these rights. The Contractor shall provide the City with at least one copy of each deliverable. Any software licenses that are duly paid for by the City will remain in effect for the term of that license. Title and ownership of the software shall at all times remain with the Contractor subject only to licenses and rights granted to City.

The Contractor agrees to indemnify and hold harmless the City for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Contractor agrees to enable the City's continued use of the deliverable, or to modify or replace it. If the City determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records or recorded data of any kind compiled by the Contractor in completing the Work described in this Contract, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the City. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Corporation Counsel. The City shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the City.

TWENTY-THIRD: The Contractor shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the City. The Contractor shall not subcontract any part of the Work without the written consent of the City, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Contract without the prior express written consent of the City is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Contractor that for the purposes of this Contract, all Work performed by a City-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Contract. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Contract and shall attach a copy of the City's contract with the Contractor. The Contractor shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the City's contract, read it and is familiar with the material terms and conditions thereof. The Contractor shall include provisions in its subcontracts designed to ensure that the Contractor and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Contract. For each and every year for which this Contract continues, the Contractor shall submit to the Corporation Counsel a letter signed by the owner and/or chief executive officer of the Contractor or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Contract.

TWENTY-FOURTH: The Contractor and the City agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or sub-Contractors are independent contractors and not employees of the City or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or Contractors will hold themselves out as, or claim to be, officers or employees of the City or any department, agency or unit thereof.

TWENTY-FIFTH: If this Contract involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law.

TWENTY-SIXTH: Failure of the City to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the City of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the City of any provision hereof shall be implied.

TWENTY-SEVENTH: All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the City:

Department of Public Works
40 South Broadway, City Hall 3rd Floor
Yonkers, NY 10701
Attn: Commissioner of Public Works

with copies to:

Corporation Counsel
City Hall, Room 300
40 South Broadway
Yonkers, New York 10701

To the Contractor:

A&J Construction of NY, Inc.
163 Foxwood Road
West Nyack, NY 10994

TWENTY-EIGHTH: This Contract, its attachments and the terms of any purchase order ("PO") issued pursuant this Contract constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto or, any PO issued hereunder, it is understood that the terms of this Contract shall take precedence and shall be controlling with respect to any interpretation of the meaning and intent of the parties.

TWENTY-NINTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

THIRTIETH: The Contractor recognizes that this Contract does not grant the Contractor the exclusive right to perform the Work for the City and that the City may enter into similar agreements with other contractors on an “as needed” basis.

THIRTY-FIRST: The Contractor hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130.

THIRTY-SECOND: Pursuant to Article VI of the Code of Yonkers, no City procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “E” Certification Regarding Business Dealings with Northern Ireland. Therefore, the Contractor agrees, as part of this Contract, to complete the form attached hereto as Schedule “E”.

THIRTY-THIRD: As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Contractor shall complete Schedule “F”, an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

THIRTY-FOURTH: The Contractor shall use all reasonable means to avoid any conflict of interest with the City and shall immediately notify the City in the event of a conflict of interest. The Contractor shall also use all reasonable means to avoid any appearance of impropriety.

THIRTY-FIFTH: This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of

the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Westchester.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

THIRTY-SIXTH: The Contractor represents that, it has completed and submitted with their proposal, the Vendor Background Questionnaire. In the event that any information provided in the completed questionnaire changes during the term of this Contract, Contractor agrees to notify City in writing within ten (10) business days of such event. The Contractor shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the City.

THIRTY-S _____ EVENTH: The Contractor agrees to comply with the City's and the State of New York's civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1976, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

THIRTY-EIGHTH: The Contractor shall provide at his own cost and expense such safety devices for the protection of its employees, and those of the Subcontractor(s), the City, the public, and any other persons as may be necessary and as may be required by the

Commissioner. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

THIRTY-NINTH: The Contractor shall remove all waste material in connection with the Work from the property of The City of Yonkers, if any. All waste material in connection with the Work shall become the property of the Contractor and shall be disposed of in keeping with all applicable Federal, State, and local laws, rules, and regulations. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work.

FORTIETH: All payments made by the City to the Contractor will be made by electronic funds transfer (“EFT”). Contractors doing business with the City, who are not already enrolled with the City to receive funds electronically, will be required to fill out and submit an EFT Authorization Form in order to receive payment. The completed Authorization Form must be returned by the Contractor to the Department of Finance at the time of contract execution.

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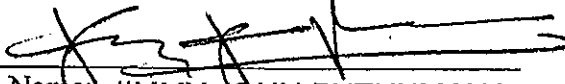
FORTY-FIRST: This Contract shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel.

IN WITNESS WHEREOF, The City of Yonkers and the Contractor have caused this Contract to be executed.

THE CITY OF YONKERS

By: _____
Name: James Cavanaugh
Title: Deputy Mayor

A&J CONSTRUCTION OF NY, INC.

By: 
Name: JIMMY JOHN PUTHUMANA
Title: PRESIDENT

Approved as to form
and manner of execution

Corporation Counsel
City of Yonkers

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:	November 2, 2017
INITIATING DEPARTMENT:	General Services
PURCHASING CONTACT- BUYER:	Alex Schenck (914) 377-6037

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, JIMMY JOHN PUTHUMANA,
(Officer other than officer signing contract)

certify that I am the PRESIDENT of
the A & J CONSTRUCTION OF NY, INC (Title)
(Name of Corporation)

a corporation duly organized and in good standing under the NEW YORK STATE (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
agreement; that

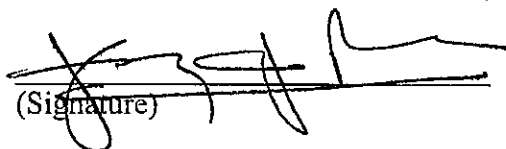
JIMMY JOHN PUTHUMANA

(Person executing agreement)

who signed said agreement on behalf of the A & J CONSTRUCTION OF NY, INC
(Name of Corporation)

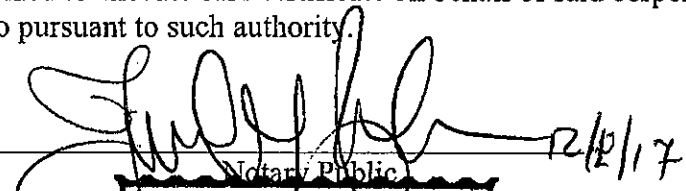
was, at the time of execution PRESIDENT
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Corporation by
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and
effect at the date hereof.


(Signature)

STATE OF NEW YORK
County of Rockland) ss.:
CITY OF NANUET)

On the 20 day of DECEMBER in the year 2017 before me, the undersigned, a Notary
Public in and for said State, JIMMY JOHN PUTHUMANA personally appeared, personally
known to me or proved to me on the basis of satisfactory evidence to be the officer described in and
who executed the above certificate, who being by me duly sworn did depose and say that he/she
resides at 163 FOXWOOD ROAD, WEST NYACK, NY 10994, and he/she is an officer of
said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation,
and that he/she signed his/her name thereto pursuant to such authority.


Notary Public
JOSEPH YOURI BONNEAU
Notary Public - State of New York
NO. 01806276681
Qualified in Rockland County
My Commission Expires Feb 19, 2021

CERTIFICATE OF AUTHORITY
(INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER :SS.:
CITY OF _____)

On this ___ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"
SCOPE OF SERVICES

I. PURPOSE:

The intent and purpose of this solicitation is to establish a contract to provide the City of Yonkers, here-in-after referred to as "the City", with Material and/or Service as indicated.

The contract term shall be one (1) year from the date of contract execution with an option to extend the contract for an additional one (1)-year Term with the same pricing and conditions (upon mutual agreement by both City and Contractor).

II. GENERAL TERMS AND CONDITIONS:

- A. **NEW YORK STATE PREVAILING WAGE LAW:** A New York State Department of Labor (NYSDOL) Prevailing Wage Rate Case Number has been assigned to this project. **The PRC case number is 2017010182**.

To access the prevailing wage rate schedule for this project, enter the PRC number at the following New York State Dept. of Labor webpage: <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>

Complete NYSDOL requirements can be viewed at:

<http://www.labor.state.ny.us/workerprotection/publicwork/PWContents.shtm>

Upon issuance of the Notice of Acceptance/Contract Award, the Purchasing Department will notify the NYSDOL with the following information:

- Contractor name, address, and federal employer identification number;
- Contract amount;
- Approximate start and completion dates

- B. **METHOD OF PAYMENT:** The City will authorize payment to the contractor after verifying satisfactory service and receipt of the contractor's proper invoice for services rendered. Unless indicated otherwise in Section III Specifications and Performance Criteria, invoice shall be submitted as indicated below.

Invoices for contract services shall be submitted within thirty (30) days following each calendar month. Invoices must show the Purchase Order Number, Contract Number (if applicable), Date(s) of service and the times of service on such dates. Invoices shall be submitted separately for each calendar month. Invoices which include materials shall be accompanied by a copy of the contractor's invoice for materials. **The City reserves the right to audit contractor's invoices for materials.** Invoices which include hourly rate work shall be subject to the provision that measurement of time worked (i.e., service performed) shall be understood to start upon arrival and sign in and end upon sign-out, not including travel time, machine down time, lunch breaks or other breaks. Time shall be rounded to the nearest quarter (1/4) hour. Payment for hourly rate work will be made for the amount of time service is performed (as defined herein above) at the hourly rates as bid. Invoice for services provided shall be submitted by the contractor to the address shown on the Purchase Order. Certified payrolls, as required by New York State Department of Labor, shall be submitted with applicable invoice. These requirements are in addition to and independent from any other requirement regarding invoices contained within this contract.

III. SPECIFICATIONS AND PERFORMANCE CRITERIA--ROOFING CONTRACTING SERVICE:

- A. **GENERAL REQUIREMENTS:** This Specification covers Roofing Contracting Service for each of the City's locations. All Service provided by Contractor to the City shall comply with all federal, state, and local laws, regulations and codes from time to time established with respect to such Roofing Service. This includes all current laws, regulations and codes as well as any future amendments or modifications.

1. RESPONSE STANDARD: Contractor agrees to provide to the City Representative: Contractor's office, home, shop, and emergency telephone numbers, cellular and car phone numbers (if any); and any pager numbers in order that the City Representative can communicate with Contractor at any time during the Term of the Contract. In addition, Contractor will provide similar telephone numbers for Contractor's supervisory personnel, for emergency use. Contractor must maintain a central telephone or pager system which is answered (whether by employee, answering service, or pager) 24-hours per day, 365 days per year which will enable the immediate dispatching of Roofing Contracting Service personnel. The central phone or paging system number must accompany this bid.
2. EQUIPMENT AND MATERIALS:
 - a. CONTRACTOR'S EQUIPMENT: Contractor must provide for use in performing the services contemplated in this contract ALL necessary vehicles, trailers, equipment, machinery, and tools to provide Roofing Contracting Service to the City.
 - b. MATERIALS: Contractor shall perform all work, including providing and installing appropriate materials in full conformance with the requirements of all governmental standards and regulations imposed thereon. Contractor must provide to the City Material Safety Data Sheets (MSDS) for all chemicals and materials to be applied or used by Contractor at or on City property.
3. QUANTITIES: The City requires the furnishing of the specified Roofing Contracting Service during the entire Term of the contract in such quantities as shall be determined by the City in its sole discretion. Contractor agrees as a material consideration to the City's awarding of the contract to furnish to the City the specified Roofing Contracting Service during the entire Term of the contract in such quantities as shall be from time to time determined by the City in its sole discretion. Notwithstanding anything contained herein to the contrary, Contractor acknowledges and agrees that the City has made no representation or warrant to Contractor of any minimum or maximum Roofing Contracting Service requirements (whether on a seasonal, annual, cumulative over Term, or any other basis) and that Contractor recognizes that the City's requirements are subject to change (whether increased or decreased for any reason) at any time and from time to time without notice. Contractor acknowledges that changes in the City's requirements may result from, but not limited to: (a) variation Roofing Maintenance and Repair need, (b) any regulatory mandate to modify the City's systems, (c) variations in frequency and magnitude of events, and (d) the City's election to temporarily or permanently close or reopen Building(s) or to sell or lease same. Notwithstanding anything else contained herein to the contrary, Contractor shall impose no premium for any actual City requirements exceeding any quantities which Contractor may have estimated and utilized in formulating its proposal, nor shall Contractor impose any penalty for any actual City requirements below any quantities which Contractor may have estimated and utilized in formulating its proposal.

B. PERFORMANCE CRITERIA:

1. ROOFING CONTRACTING SERVICE:
 - a. GENERAL: Should equipment failure, violations, manufacturers' recommendations and/or events which would necessitate Roofing Contracting Service at the City, the City Representative shall determine whether the recommended Roofing Contracting Service is of an Emergency or Routine nature. **Note**: Should Contractor, during the performance of its services discover any damage done to the City's equipment or note any condition which should receive immediate attention or repair, or should any damage be caused by Contractor or its agents, Contractor agrees to notify the City Representative or City Facilities Manager immediately. **Emergency Roofing Contracting Service** shall be performed by Contractor, as provided in Section III, "B", 1, "b". **Routine Roofing Contracting Service** shall be performed by Contractor as provided in Section III, "B", 1, "c". Contractor shall perform all Roofing Contracting service in full conformance with the requirements of all governmental standards and regulations imposed thereon. All maintenance and/or repair, including parts and materials, provided by Contractor pursuant to this contract shall meet or exceed design and industry standard, the intent being the

preservation intact of the original construction design standard upon which maintenance and/or repair is performed.

- b. **EMERGENCY ROOFING CONTRACTING SERVICE:** Should the City, at its sole discretion, determine the City requires Emergency Roofing Contracting Service, Contractor will be notified (by a telephone call from the City to Contractor's central telephone service or pager) of City's requirement. Contractor represents and warrants to the City that Contractor is willing and able and will provide **Emergency Roofing Contracting Service** at any time of day throughout the entire Term of the Contract so that Contractor's service personnel will: (i) arrive at the emergency site location(s) within one (1) hour of the City's initial notification of its Emergency requirements, (ii) diagnose the situation and render safe any dangerous condition found within eight (8) hours of arrival on the site, and (iii) complete the Roofing Contracting Service to meet or exceed design and industry standards within twenty-four (24) hours of the City's notification of Emergency requirement. If **Emergency Roofing Contracting Service** will be made between 7:30 a.m. and 5:00 p.m., Monday through Friday, Contractor's service personnel shall first report to the City Representative. Once the service person has reported to the appropriate location, the service person must; (i) identify himself as Contractor's employee furnishing **Emergency Roofing Contracting Service**, and (ii) request that the dispatcher immediately contact the "Facilities Staff Member-On Duty".
- c. **ROUTINE ROOFING CONTRACTING SERVICE:** Should the City, at its sole discretion, determine that it requires **ROUTINE ROOFING CONTRACTING SERVICE**, Contractor will be requested to provide an **Estimate for Work** and, upon such request by the City, Contractor shall prepare a written estimate of the labor, parts, materials and/or supplies which will be necessary to perform the requested work. Upon authorization, actual work shall not exceed Contractor's estimate by more than five percent (5.0%) without the City's prior written approval. Notwithstanding any request for an Estimate of Work from Contractor, the City reserves the right to make or obtain other estimates prior to authorizing **Routine Roofing Contracting Service** to proceed. Further, the City reserves the right, in its sole discretion, to obtain work from other sources. Upon authorization from the City to Contractor to proceed with **Routine Roofing Contracting** work, Contractor agrees that such work shall commence immediately (in cases when its service personnel are already on site) or otherwise within twenty-four (24) hours of the City's authorization to perform work (or at such later appointed time designated by the City).

Contractor agrees to utilize diligence and its best effort to (i) diagnose the situation and render safe any dangerous condition found within two (2) hours of arrival on the site, and (ii) complete the **Routine Roofing Contracting Service** to meet or exceed industry standards within forty-eight (48) hours of the City authorization to proceed with work.

Routine Roofing Contracting Service work will be made between 7:30 a.m. and 5:00 p.m., Monday through Friday, Contractor's service personnel shall first report to the Facilities Department Office and identify himself as Contractor's employee furnishing **ROUTINE ROOFING CONTRACTING SERVICE**. A Facilities Staff member must accompany Contractor's service personnel to any and all **Routine Roofing Contracting Service** locations.

- d. **WORK TICKET:** For each instance of provision by Contractor of Roofing Contracting Service in the City, a separate Work Ticket must be completed by Contractor's service personnel which identifies the location of the work, the item(s) of work accomplished, the actual labor hours provided by Contractor's Service personnel, and an itemized list of all parts, materials, supplies, incidental, etc., if any, actually provided by Contractor and used in the maintenance and/or repair. Both Contractor's service personnel and Facilities Staff member must sign and date the Work Ticket. Contractor's service personnel must provide the City Representative with a copy of such prior to leaving the City's premises.
- e. **PARTS AND MATERIALS:** In connection with **Roofing Contracting Service**, the City, in its sole discretion, may purchase parts, materials, and supplies from Contractor or from others. Contractor shall

provide all replacement parts and all other materials and supplies as may be required by the City to be provided by Contractor. Such parts, materials and supplies as are provided by the City, or others, or which are required to be provided by Contractor shall be utilized for full and complete performance by Contractor of the subject Roofing Contracting Service. Contractor must provide to the City Material Safety Data Sheets (MSDS) for all chemicals and materials provided by Contractor to be applied or used at or on City property. Replacement parts provided by Contractor to be utilized shall be new, top quality and made by or recommended by the original equipment manufacturer of the replaced part. Used or reconditioned parts shall not be utilized unless expressly approved in each instance, in advance, by the City Representative. Replacement parts to be utilized shall be of equivalent material, strength, design as replaced parts and shall meet or exceed the original equipment manufacturer's specifications for such part, the intent being the preservation intact of the original construction standard of the equipment upon which service is performed.

- f. **LABOR RATES:** All labor charges for **Roofing Contracting Service** which can be invoiced by Contractor pursuant to this contract shall be computed at and shall not exceed the quoted bid labor rate(s) set forth in the Bid Schedule of Prices (Attachment "A"). Such labor rate(s) as bid shall be deemed to be inclusive of all labor costs of Contractor and the use by Contractor's personnel, of all Contractor's vehicles, power and hand tools, testing and other apparatus, and all other equipment, including transportation, thereof required for providing Roofing Contracting Service in the City. For the purpose of this contract, regular time rates shall apply to all labor actually performed between the hours of 7:30 a.m. and 5:00 p.m., Mondays through Fridays, excluding holidays, specifically: New Years Day, Presidents' Day(observed), Memorial Day(observed), July 4th, Labor Day(observed), Thanksgiving Day, and Christmas Day. Should a holiday fall on a Saturday, the preceding Friday will be considered the holiday. Should a specified holiday fall on a Sunday, the following Monday will be considered the holiday. Overtime rates shall apply to all labor actually performed at times other than those governed by stated regular time rates. Invoices for hourly rate work shall be subject to the provision that with respect to labor hours, the measurement of time actually worked (i.e. service performed) shall be understood to start upon arrival and sign -in by Contractor's service personnel at the Facilities Department Office (or other locations designated by the City Representative) and end upon sign-out. Time shall be rounded to the nearest quarter (1/4) hour.

Contractor agrees that time actually worked shall not include; (i) portal to portal travel time, (ii) work performance down time, (iii) meal breaks, (iv) other breaks, or (v) contractor service personnel who have not been actually required for and/or who have not actually engaged in the providing of Contractor's services on site. There shall be no "minimum" labor hours charge imposed.

NOTE: NOTHING IN THE FOREGOING SPECIFICATION AND PERFORMANCE CRITERIA SHALL PRECLUDE OBSERVANCE OF FEDERAL, STATE, OR LOCAL REGULATIONS WHICH CAN BE MORE RESTRICTIVE.

- C. **INVOICES FOR ROOFING CONTRACTING SERVICE:** Invoices for Roofing Contracting service shall be submitted in arrears within thirty (30) days following completion of the service provided and acceptance thereof by the City Representative or his designee. Each such invoice must show: (i) the Contract Number, (ii) Date and Time of service, (iii) the name of the location serviced, (iv) the item(s) of work accomplished, (v) the number for each classification hours actually worked. Invoices shall be submitted separately for each work request and Contractor shall provide a reasonable written description of the nature and scope of the services performed. In addition to the invoice and together with each submission of each invoice, Contractor must provide a duplicate original of a Work Ticket made at the time of the accepted service which evidences the signatures of both Contractor's service person and the designated Facilities Staff member. Payment for hourly rate work will be made only for the actual amount of time service is performed (as defined herein above) at the hourly rates as set forth in the Bid Schedule of Prices (Attachment "A"). Invoices which include charges for parts, materials and supplies actually provided and installed by Contractor which have been approved by the City Representative or designated Facilities Staff member, shall be fully itemized. Contractor shall submit along with any such invoice a copy of Contractor's original purchase invoice

showing Contractor's purchase price for each invoiced item. Payment for all such parts, materials and supplies shall be made on the basis of contractor's actual cost PLUS the "Fixed" percentage amount of ten percent (10%) which shall be added to Contractor's actual cost. Invoices for services provided and accepted by the City shall be submitted by Contractor direct to the "Ship To" address shown on the Purchase Order. These requirements are in addition to and independent from any other requirement regarding invoices contained within the Contract Documents.

IV. ADDITIONAL SPECIAL TERMS AND CONDITIONS:

- A. CONTRACTING PERSONNEL:** All personnel employed by Contractor (whether direct employee of Contractor, agents or subcontractors) to perform those services required of Contractor pursuant to the Contract Documents shall have the requisite experience and proper training and shall be qualified and able to satisfactorily perform all such required services. Contractor shall ensure that all personnel employed by Contractor (whether direct employees of Contractor, agents or subcontractors) possess and maintain throughout the term hereof all permits, certifications and licenses required by any governmental or other regulatory agency having jurisdiction for same to perform those services required of Contractor pursuant to the Contract Documents, including, without limitation, all Contractor's personnel who shall: (i) operate motor vehicles, (ii) service, test, diagnose, repair, make alterations and/or modifications to equipment, and (iii) transport, handle, store, dispense, and unload any materials. Contractor, if so required by the City, shall provide copies of all such permits, certifications and licenses to the City to evidence that same are at all times during the term hereof in full force and effect. The City reserves the right to refuse to accept services from any personnel for any reason including those deemed by the City to be unqualified, disorderly, or otherwise apparently unable or unwilling to perform required services.
- B. COMPLETION STANDARDS & CORRECTIVE WORK:** The performance of Contractor's services (work) may be under continuous inspection by the City Representative(s). Services will not be considered complete until Contractor's Work has been inspected and accepted by the City representative. Contractor agrees to immediately correct any work deficiencies in the performance of the services contemplated herein should said work fail to conform to the Specifications and performance Criteria, whether such deficiency or non-conformance appears during the progress of the services being performed or thereafter. When such deficiency or non-conformance shall be noted by the City or a City Representative, any of them may so notify Contractor verbally or in writing. Upon such notification, Contractor shall immediately proceed to cause the deficiency or non-conformance to be corrected and the work to be completed in conformance with the Specifications and Performance Criteria and at no additional cost to the City. Corrective work shall be completed no later than twenty-four (24) hours from the time Contractor receives first notification to perform same. Damages to the property caused by Contractor's operation shall be repaired or replaced by contractor, at its sole expense, within time standards specified by the City or the City Representative. If Contractor fails or refuses to correct a deficiency or non-conformance or if Contractor fails to repair or replace damage(s), the City may have the deficiency/non-conformance corrected or have the damage(s) repaired or replaced by others and the City shall charge Contractor therefor and Contractor agrees to reimburse the City for the costs, including administrative costs, occasioned thereby or obtain an equitable adjustment in the contract price. If correction or replacement is not required by the City, the City may negotiate an equitable adjustment in the contract price to compensate for the deficiency, non-conformance, damage(s).
- C. PROTECTION OF PERSONS & PROPERTY:**
1. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connections with performance of the services to be rendered hereunder. Contractor shall take all reasonable precaution; provide all reasonable protection to protect the City's property and that of others from injury or loss arising in connection with this contract; and maintain an adequate safety program to ensure the safety of and prevention of damage, injury or loss to (i) all contractor's employees and all other persons, and (ii) materials, equipment, and all other property. Contractor shall be solely responsible for and shall pay all costs (including, without limitation, all costs fines penalties and all other expenses incurred by the City) relating to the Specifications and Performance Criteria or any environmental contamination and the clean-up thereof caused by or arising out of any act or omission of Contractor's personnel (including Contractor's direct employees, its agents, and/or subcontractors) during the process of providing the specified services and/or materials in Section III.

Further, Contractor shall be responsible for and shall pay all costs (including, without limitation, all costs, fines, penalties, and all other expenses incurred by the City) relating to Contractor's installation of parts or making of repairs, alterations or modifications not meeting the original equipment manufacturer's specification, or not in compliance with governmental regulations.

2. The Federal Occupational Safety and Health Act (OSHA) provides for safety and health protection for employees on the job. Contractor is required to comply with OSHA standards. In addition, contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of (i) any public authority having jurisdiction for the safety of persons or property or to protect them for damage, injury or loss, and (ii) the City's Department of Public Safety.
3. In an emergency affecting the safety or life of individuals, or of the work, or of adjoining property, Contractor shall immediately verbally notify the City Representative or Facilities Manager of the emergency condition. However, in the event the Representative or Facilities Manager cannot be contacted and the emergency constitutes imminent threat of loss or injury, Contractor without special instruction or authorization from the City, is hereby permitted to act, at its discretion, to prevent such a threatened loss or injury. In such event, Contractor will notify the Representative or Facilities Manager after the fact. Also, should the Contractor in order to prevent threatened loss or injury be instructed or authorized to act by the City, Contractor shall so act, without appeal.
4. Whenever and wherever during the course of performing any work pursuant to this contract, if Contractor must disturb asbestos containing materials (ACM) or suspects ACM, Contractor shall not proceed until it has first notified the City Representative or the Facilities Manager. Contractor shall await positive identification of any suspect materials and may only proceed at the discretion of the City Representative or Facilities Manager in compliance with the City ACM Management Policy. If so required, Contractor shall stop work immediately, secure the area and await further direction. During downtime in such a case, Contractor shall not disturb any surrounding surfaces.
5. Contractor shall stage its vehicles, machinery, equipment and materials in such orderly fashion at the site of the work as will not unduly interfere with the progress of its work or the work of the City or any other Contractor. Contractor shall thoroughly clean up frequently and properly dispose of all refuse, rubbish, scrap materials and debris caused by operations. Vehicles of others hampering Contractor's operations shall be reported to the City's Department of Public Safety which will arrange for the removal of this vehicle. In the event the City may, at its sole election, provide temporary storage area at designed locations in the City for Contractor's use in storing Contractor's personal property, any use of such storage facilities shall be at Contractor's sole risk. Contractor shall maintain these facilities in a safe, clean condition, and shall return them to the City at the completion of any work in broom-clean condition.
6. Should Contractor or its agents discover any damage done to the premises or note any condition which should receive immediate attention or repair, or should any damage be caused by Contractor or its agents, Contractor agrees to notify the City or its agent immediately.

D. WORKMANSHIP STANDARDS: All work shall be quality work performed in a timely manner and to the complete satisfaction of the City and according to the most stringent of: (i) standards of the industry, (ii) standards contained in the latest editions of the following referenced codes and standards; (a) Building Officials and Code Administrators (BOCA), (b) American National Standard Institute (ANSI), (c) American Society of Testing and Materials (ASTM), and (d) American Society of Mechanical Engineers(ASME).

E. SUPERINTENDENCE & EQUIPMENT STANDARDS: Contractor shall be responsible for all work, means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contractor except where otherwise specified in the Bid Documents. Contractor shall employ, supervise and direct such personnel as are sufficient and necessary to render full and safe performance of the services contemplated herein. Contractor shall, at all times, enforce strict discipline and good order among its employees, and shall not employ, in the

performance of the services, any unfit person or anyone not skilled in the task assigned to him. Contractor shall be responsible for the acts and omissions of all its employees and all other persons performing the services. Contractor will ensure that there shall be no avoidable delay in the performance of contractor's services. Contractor shall perform the work under this contract in such a manner so as not to interrupt or interfere with the operation of any existing activity on the premises or at the location of the work.

All contractor's vehicles, equipment, machinery, and tools to be used in the performance of the required services are to be : (i) owned by Contractor or exclusively leased by Contractor, (ii) properly licensed as may be required for operation in the State of New York, (iii) of good quality and in good operating condition, free of fuel and lubricant leaks, (and that same will be regularly serviced and maintained during the entire term of this contract), and (iv) immediately available to use in performance of the required services.

V. PRICING

- A. **CONTRACTOR'S BID PRICES** as proposed in the Bid Schedule of Prices (Attachment "A") shall remain "FIXED" during the entire Term.
- B. **THE CONTRACT TERM** shall be a one (1) year Term for all City locations with an option to extend the contract for an additional one (1)- year Term with the same pricing and conditions (upon mutual agreement by both City and Contractor).
- C. **CONTRACTOR'S PRICE FOR THE FURNISHING OF PARTS** in accordance with the Specifications set forth in Section VI of the Contract Documents shall be understood as a "FIXED" percentage of ten (10) percent which shall be added to Contractor's actual invoiced cost for parts.

VI. INSTRUCTIONS TO BIDDERS:

- A. **CONTRACTOR'S LABOR RATES** with respect to providing Contracting Service for the City in accordance with the Specifications set fourth in Section VI of the Contract Documents must be expressed as "Fixed" Hourly Labor Rates which may become payable for the labor classifications shown in the Bid Schedule of Prices (Attachment "A") for authorized Contracting Service work provided by Contractor in accordance with Section III. Contractor's Labor Rates to be entered on the Bid Schedule of Prices (Attachment "A") shall be understood to be inclusive of ALL Contractor's costs for Hourly Labor as Described in Section VI. It is the intent hereof that Contractor's Labor Rates as set forth above shall remain "FIXED" during the entire Term.
- B. **NON-EXCLUSIVE AGREEMENT:** It is NOT the intent of the City to award a contract for providing all Maintenance and Repair services. If Emergency Contracting Services are required by the City to be performed by Contractor in accordance with the provisions of Section VI, the Labor Rates entered on THIS FORM shall apply. Routine Contracting Service may be awarded on the basis of "Written Estimates of Work" obtained from Contractor or others. If Routine Contracting Service work is authorized by the City, to be performed by Contractor in accordance with the provisions of Section VI, neither the Labor Rates entered on the Bid Schedule of Prices (Attachment "A") nor the Estimate for Work (as approved by the City) shall be exceeded.
- C. **CONTRACTOR'S PRICE FOR THE FURNISHING OF PARTS** in accordance with the Specifications set forth in Section VI of the Contract Documents shall be understood as a "FIXED" percentage of ten (10) percent which shall be added to Contractor's actual invoiced cost for parts.

SCHEDULE "B"
COST PROPOSAL
RFB-6200

ITEM No.	EST QTY	U/M	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT COST	EXTENDED COST
1	160	Hourly	ROOFING TECHNICIAN, REGULAR TIME	\$ 84.84	\$ 13,574.40
			at \$ <u>EIGHTY FOUR</u> dollars and <u>84</u> cents per HOUR		
2	100	Hourly	ROOFING HELPER, REGULAR TIME	\$ 64.64	\$ 6,464.00
			at \$ <u>SIXTY FOUR</u> dollars and <u>64</u> cents per HOUR		
3	40	Hourly	ROOFING TECHNICIAN, OVERTIME	\$ 94.94	\$ 3,797.60
			at \$ <u>NINETY FOUR</u> dollars and <u>94</u> cents per HOUR		
4	20	Hourly	ROOFING HELPER, OVERTIME	\$ 74.74	\$ 1,494.80
			at \$ <u>SEVENTY FOUR</u> dollars and <u>74</u> cents per HOUR		
5	1	LS	ALLOWANCE FOR PARTS & MATERIAL	\$25,000	\$25,000
			at \$ <u>twenty-five thousand</u> dollars and <u>no</u> cents per Lump Sum		

Quantities for bid comparison purposes only

GRAND TOTAL, ALL ITEMS: \$ 50,330.80

Grand Total
Written in Words \$ FIFTY THOUSAND THREE HUNDRED THIRTY dollars and 80 cents

24-HOUR TELEPHONE: Contractor's Central Telephone or Paging Service Number which is answered 24-hours per day, 365 days per year, and which will enable the immediate dispatching of Contracting Service Personnel is: (914-403-3702)

Vendor acknowledges that they have ascertained pertinent local conditions such as location, accessibility and general character of the buildings and acknowledges that they have thoroughly reviewed the attached documents and are thoroughly knowledgeable of the conditions thereof and the extent of the work to be performed. If awarded this contract, Bidder/Contractor for and in consideration of payment in accordance with the Prices set forth above agrees to provide all the necessary labor, equipment, material, etc. required to render complete and satisfactory performance of the services contemplated herein.

Firm Name: A & J CONSTRUCTION OF NY, INC

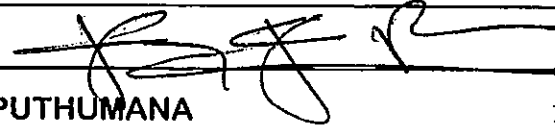
Address: 163 FOXWOOD ROAD

WEST NYACK, NY 10994

Phone: 914-403-3702

Fax: 845-353-2492

Corporate Officer: JIMMY JOHN PUTHUMANA

Signature: 

Title: PUTHUMANA

Date: 10/17/2017

Email: jimmyjohnp1@gmail.com

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the City of Yonkers, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Contract.

If at any time any of the policies required herein shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Contract, at the election of the City, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the City.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the City of Yonkers.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific Contract, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$500,000 for bodily injury and \$500,000 for property damage or a combined single limit of \$2,000,000 (c.s.l), naming the City of Yonkers, NY as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, the Consultant shall carry Professional Liability Insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to Yonkers.

(e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City of Yonkers (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City of Yonkers is named as an insured, shall not apply to the City of Yonkers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/14/2017

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 BIG APPLE INSURANCE BROKERAGE INC 14315 Hillside Ave Jamaica, NY 11435	CONTACT NAME: Lucky Kaur	
	PHONE (A/C, No, Ext): (718) 739-7500 FAX (A/C, No): 718.206.2267 E-MAIL ADDRESS: lucky@bigappleinsurance.nyc	
INSURED A & J CONSTRUCTION OF NY INC. 163 FOXWOOD ROAD WEST NYACK, NY 10994	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: EVANSTON INSURANCE COMPANY	35378
	INSURER B: STATE FARM FIRE & CASUALTY I	25143
	INSURER C: SHELTERPOINT LIFE INSURANCE	81434
	INSURER D: PROGRESSIVE CASUALTY INSURAN	24260
	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.

INS 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 type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	3EK2573	8/18/17	8/18/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Anyone person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			03649411-0	4/8/17	4/8/18	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 \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		92-CE-B803-9	9/27/17	9/27/18	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	C DISABILITY						DBL317210

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

Re: Contract 2018-281, Bid 6200 Roof Repairs Additional Insured : City of Yonkers
Waiver of Subrogation : City of Yonkers Notice of Cancellation : 30 days

CERTIFICATE HOLDER

The City of Yonkers
1 Larkin Center, 3rd Floor
Yonkers, NY, 10701

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

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CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier


<p>1a. Legal Name and Address of Insured (Use street address only) A & J CONSTRUCTION OF NY INC</p> <p>163 FOXWOOD ROAD WEST NYACK, NY 10994</p>	<p>1b. Business Telephone Number of Insured 845-353-2492</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 261547616</p>
<p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder)</p> <p>The City of Yonkers 1 Larkin Center, 3rd Floor Yonkers, NY, 10701</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity listed in box "1a": DBL317210</p> <p>3c. Policy effective period: 04/03/2017 to 04/02/2019</p>

4. Policy covers:

a. All of the employer's employees eligible under the New York Disability Benefits Law

b. Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 12/12/2017 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If box "4b" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Worker's Compensation Board**

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Worker's Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS Disability Benefits insurance policies and NYS Licensed Insurance Agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only) A & J CONSTRUCTION OF NY INC. 163 FOXWOOD RD WEST NYACK NY 10994-2516</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 646-581-0483</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 26-1547616</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) The City of Yonkers 1 Larkin Center, 3rd Floor Yonkers, NY, 10701</p>	<p>3a. Name of Insurance Carrier STATE FARM FIRE AND CASUALTY COMPANY</p> <p>3b. Policy Number of Entity Listed in Box "1a" 92-CE-B803-9</p> <p>3c. Policy effective period 9/27/2017 to 9/27/2018</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? YES NO


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: COLLEEN DONAHUE
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  12/12/2017
(Signature) (Date)

Title: AGENT

Telephone Number of authorized representative or licensed agent of insurance carrier: 718-297-5200

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

SCHEDULE "D"
**Questionnaire Regarding Business Enterprises Owned
and Controlled by Persons of Color or Women**

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)

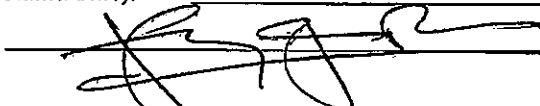
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 No
 Yes (as a MBE)
 Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: ASIAN AMERICAN

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: N/A

5. Are you certified with the Federal Government as a small disadvantaged business concern?
 Yes
 No

6. Name of Firm/Business Enterprise: A & J CONSTRUCTION OF NY, INC
Address: 163 FOXWOOD ROAD
WEST NYACK, NY 10994
Completed By (Print Name/Title): JIMMY JOHN PUTHUMANA - PRESIDENT
Signature: 

SCHEDULE "E"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Contract. If the City receives information that the Contractor is in violation of paragraph "A", the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Contract. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Contract and the cost to the City of completing performance of this Contract either by itself or by engaging another contractor. If this is a contract other than a construction contract,

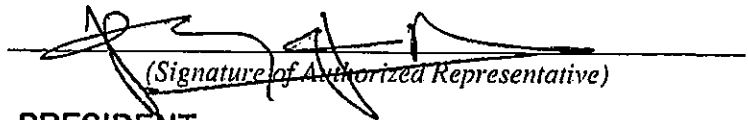
the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Contract. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Contract or by operation of law or in equity.

Agreed:

A & J CONSTRUCTION OF NY, INC

(Legal Name of Person, Firm or Corporation)

By:


(Signature of Authorized Representative)

PRESIDENT

(Title)

Dated: **10/17/2017**

SWORN to before me this **17TH** day
of **OCTOBER**, 20**17**

Notary Public

LISA PIERSIMONI LEVY
Notary Public - State of New York
NO. 01PI6197230
Qualified in Rockland County
My Commission Expires Nov 24, 2020

SCHEDULE "F"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

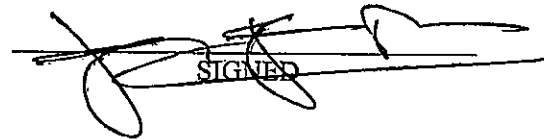
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, JIMMY JOHN PUTHUMANA, being duly sworn, deposes and says that he/she is the PRESIDENT of the A & J CONSTRUCTION OF NY, INC Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 17TH day
of OCTOBER, 2017


Notary Public

LISA PIERSIMONI LEVY
Notary Public - State of New York
NO. 01PI6197230
Qualified in Rockland County
My Commission Expires Nov 24, 2020

SCHEDULE "G"
NON-COLLUSIVE BIDDING CERTIFICATION

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization — **UNDER PENALTY OF PERJURY**, that to the best of the undersigned's knowledge and belief:
 - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
3. The undersigned also acknowledges and agrees that the fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1 above.
4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or limited liability company.

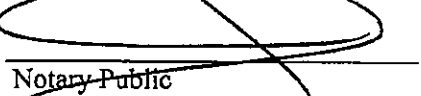
Name of Bidder: **A & J CONSTRUCTION OF NY, INC**
(print full legal name)

Date Signed: **10/17/2017** Signature: 

Name of Person Signing Certificate: **JIMMY JOHN PUTHUMANA**
(print full legal name of signer)

Bidder is (check one): an individual, a limited liability partnership, a limited liability company,
 other entity (specify): **CORPORATION**

SWORN to before me this **17TH** day
of **OCTOBER**, 20**17**


Notary Public

