

**YONKERS PUBLIC SCHOOLS
ONE LARKIN CENTER
YONKERS, NEW YORK 10701**

AMENDMENT NO. 1 TO CONTRACT No. 2019-00000553

by and between:

THE YONKERS PUBLIC SCHOOLS acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "School District")

and

NABER ELECTRIC CORP., a corporation having an office and place of business at 1025 Saw Mill River Road, Yonkers, NY 10710, Federal ID No.: 13-3361340 (the Contractor")

Contact: Awni Naber, President

Email: ajn@naberelectric.com

Phone Number: 914-941-2244

WITNESSETH:

WHEREAS, the Original Agreement is dated March 28, 2019 and was approved by the Board of Education at its meeting of February 27, 2019 Resolution Number 19.3; and

WHEREAS, the Board of Education approved this Amendment on March 28, 2019; and

WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal Agreement ("IMA") by and between the School District, acting by through its Board of Education ("BOE") and the City of Yonkers (the "City") as filed in the Office of the City Clerk on June 16, 2014, the terms of this Amendment are subject to review and revision by the City of Yonkers (the "City") acting by and through its Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

NOW, THEREFORE, the parties agree as follows:

1. **Amended Scope.** Contractor shall provide work relating to Alternate Number 5 from their bid submitted under IFB-6325 Electrical work at the Eugenio Maria de Hostos Micro Society School, ("services") as more fully described in EXHIBIT "A," which is attached and incorporated herein by reference.
2. **Amended Term.** The term of the contract remains the same.

3. Amended Rate. The not-to-exceed amount in the Original Agreement was \$545,710.00. This Amendment No. 1 increases the total not-to-exceed amount by \$38,883.00 to FIVE HUNDRED EIGHTY FOUR THOUSAND FIVE HUNDRED NINETY THREE DOLLARS AND ZERO CENTS (\$584,593.00) as more fully provided in EXHIBIT "B," attached hereto and fully-incorporated herein.
4. Ratification. Except as specifically amended herein, all of the terms contained in the Original Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.
5. Entire Contract/Order of Precedence. The Original Agreement and this Amendment 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. To the extent the terms of the Original Agreement, including any Rider and/or any schedules thereto, conflict with the terms of this Amendment, this Amendment shall control.
6. Notices. All notices of any nature referred to in the Original Agreement and this Amendment 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), to the addresses first set forth in the Original Agreement and this Amendment or to such other addresses as the respective parties hereto may designate in writing with a copy to the Corporation Counsel, One Larkin Center, 4th Fl., Yonkers, New York 10701. Notice shall be effective on the date of receipt.
7. Execution. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Amendment 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.

[Signature page to follow.]

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Dina Naber
(Officer other than officer signing contract)

certify that I am the CFO of
the Naber Electric Corp
(Name of Corporation)

a corporation duly organized and in good standing under the _____ (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
Contract; that Awni Naber
(Person executing Contract)

who signed said Contract on behalf of the Naber Electric Corp
(Name of Corporation)

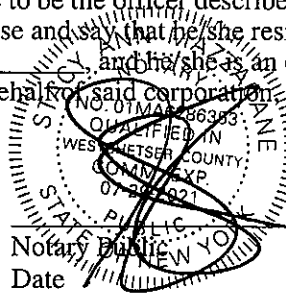
was, at the time of execution President
(Title of such person)

of the Corporation and that said Contract 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]
(Signature)

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 13th day of August in the year 2019 before me, the undersigned, a Notary
Public in and for said State, Dina Naber 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
Ossining NY, 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.



SCHEDULE "A"

STANDARD INSURANCE PROVISIONS

(Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, 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 Agreement, 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 the "City of Yonkers" and adjusted with the appropriate City personnel.

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 Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, 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 Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2 The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 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 Westchester County, 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: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' 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) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. 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.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) 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 and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:
- (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.
- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

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 (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 is named as an insured, shall not apply to the City.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City (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)
02/04/2019

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 COYLE INSURANCE AGENCY, INC. 1 LAKE ROAD, SUITE 2 PO BOX 246 CONGERS NY 10920		CONTACT NAME: Peter Smith PHONE (A/C, No, Ext): (845) 268-7000 FAX (A/C, No): (845) 268-0709 E-MAIL ADDRESS: psmith@coyleagency.com	
INSURED Naber Electric Corp. 1025 Saw Mill River Road Yonkers NY 10710		INSURER(S) AFFORDING COVERAGE INSURER A: Erie Insurance Company INSURER B: INSURER C: Ace American Ins. Co. INSURER D: Shelter Point Life Ins. Co. INSURER E: INSURER F:	NAIC # 28263 37974 81434


COVERAGES **CERTIFICATE NUMBER:** CL17112101997 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AUTO	SUBR	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 <input checked="" type="checkbox"/> Builders Risk Installation coverage. <input checked="" type="checkbox"/> Blanket Rental \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: no XCU exclusion			Q485150347	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Q125140084	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$ 10,000			N11039455	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Short Term NY Disability			DBL422180	01/01/2018	01/01/2020	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 CONTRACT # 2019-00000553

As required, CG2010 and CG2037 are attached showing that the City of Yonkers and Yonkers Public Schools, KG&D Architects, 285 Main Street, Mt. Kisco, NY, Barrie Gallagher Assoc., 77 Tarrytown Rd. #1, White Plains, NY, The DiSalvo Engineering Group, Lee Farm Corp. Park, 83 Wooster Heights, Danbury, Ct and Savin Engineers PC, 3 Campus Drive, Pleasantville, NY are additional insureds. Coverage is primary and non-contributory and includes waivers of subrogation. 30 days notice of cancellation in place

CERTIFICATE HOLDER City of Yonkers and Yonkers Public Schools 40 South Broadway 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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRAFLEX EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Damage to Premises Rented to You - Fire Legal Liability:

1. The following is added to Paragraph 1., Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:

Insuring Agreement

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

The damage must be caused by fire; lightning; windstorm; hail; explosion; riot, civil commotion; vehicles; aircraft; smoke; vandalism; malicious mischief; water damage; or elevator collision.

2. Exclusions 2.c. through 2.n. of Section I - Bodily Injury And Property Damage Liability do not apply to this coverage. A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

We do not cover liability assumed by the insured except in an "insured contract".

3. Paragraph 9.a. of "insured contract" of Section V - Definitions is replaced by the following:

9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire; lightning; windstorm; hail; explosion; riot; civil commotion; vehicles; aircraft; smoke; vandalism; malicious mischief; water damage; or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. Host Liquor Liability Coverage

The following is added to Paragraph 2.c. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the giving or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, or serving of alcoholic beverages.

C. Non-Owned Watercraft

Paragraph 2.g.2)a) Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This exclusion does not apply to a watercraft that you do not own that is less than 51 feet long.

D. Incidental Medical Malpractice

1. The following is added to Paragraph 1., Insuring Agreement of Section I - Coverage A - Bodily Injury And Property Damage Liability:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. The following is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage:

This insurance does not apply to:

- a. Expenses incurred by the insured for first aid to others at the time of an accident.
- b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:
 - 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;
 - 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
 - 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
 - 4) Health or therapeutic service, treatment, advice, or instruction.

c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:

- 1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment or the furnishing of food or beverages in connection with the service or treatment;
- 2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;
- 3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or
- 4) Health or therapeutic service, treatment, advice, or instruction.

3. The following is added to Section V - Definitions:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

a. Diagnostic, medical, surgical, dental, x-ray, or nursing services or treatment, or the furnishing of food or beverages in connection with the service or treatment; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

E. Volunteer Workers - Medical Payments

The following is added to Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured activities.

F. Attorney's Fees

The following is added to Section I - Supplementary Payments - Coverages A and B:

All reasonable attorneys' fees up to \$100 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

G. Municipal Supervisors

The following is added to Section II - Who Is An Insured:

Supervisors, if you are a municipality.

H. The following is added to the definition of "products-completed operations hazard" of Section V - Definitions:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

I. Waiver of Subrogation

Transfer of Right of Recovery Against Others to Us - Section IV - Conditions is replaced by the following:

We waive any right of recovery we may have against the additional insured because of payments we have made under this Coverage Part. However, our rights may only be waived prior to the "bodily injury" or "property damage" caused by the "occurrence" which we have made payments under this Coverage Part.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

J. Primary and Non-Contributory Insurance

The following is added to Paragraph 4. - Other Insurance of Section IV - Conditions:

Where required by a written contract or agreement, this insurance is primary and non-contributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess or non-contributing, whichever applies, with this insurance.

POLICY NUMBER: Q485150347

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Yonkers & Yonkers Public Schools KG&D, Architects, Barile Gallagher Associates, The DiSalvo Engineering Group and Savin Engineers	Ref. #2019-00000553

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: Q485150347

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
City of Yonkers & Yonkers Public Schools, KG&D Architects, Barile Gallagher Associates, The DiSalvo Engineering Group and Savin Engineers	Ref. #2019-00000553

Information required to complete this Schedule, if not shown above, will be shown in the Declarations:

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf, in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133361340
NABER ELECTRIC CORP
1025 SAW MILL RIVER RD STE 1
YONKERS NY 10710



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER
NABER ELECTRIC CORP
1025 SAW MILL RIVER RD STE 1
YONKERS NY 10710

CERTIFICATE HOLDER
CITY OF YONKERS &
YONKERS PUBLIC SCHOOLS
40 SOUTH BROADWAY
YONKERS NY 10701

POLICY NUMBER G2056 871-3	CERTIFICATE NUMBER 170077	POLICY PERIOD 06/29/2019 TO 06/29/2020	DATE 8/12/2019
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2056 871-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 919091438



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

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

<p>1a. Legal Name & Address of Insured (use street address only) NABER ELECTRIC CORP 1025 SAW MILL RIVER ROAD YONKERS, NY 10710</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 133361340</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Yonkers & Yonkers Public Schools 40 South Broadway 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" DBL422180</p> <p>3c. Policy effective period 01/01/2019 to 12/31/2019</p>


4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of 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 and/or Paid Family Leave Benefits Insurance coverage as described above.

Date Signed 2/4/2019 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are 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, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

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

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave 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.

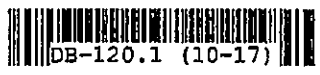


EXHIBIT "A"

ALTERNATES - ELECTRICAL - CONTRACT 4

3	1	<p><u>Electrical Add Alternate 1</u> - Conversion of Storage 004 to Music 006. This alternate request covers the amount TO BE ADDED for the completion of the demolition and renovation as shown in the drawings and described in the specifications as Electrical Alternate 1.</p> <p><i>Nineteen Thousand Two Hundred Dollars</i> Lump Sum</p>			\$	19,200.00
4	1	<p><u>Electrical Add Alternate 2</u> - Conversion of Computer Room 126 to Grade Level Classroom 126. This alternate request covers the amount TO BE ADDED for the completion of the demolition and renovation as shown in the drawings and described in the specifications as Electrical Alternate 1.</p> <p><i>Sixteen Thousand Five Hundred Fifty Dollars</i> Lump Sum</p>			\$	16,550.00
5	1	<p><u>Electrical Add Alternate 3</u> - Renovation of Classroom 109. This alternate request covers the amount TO BE ADDED for the completion of the demolition and renovation as shown in the drawings and described in the specifications as Electrical Alternate 1.</p> <p><i>Nineteen Thousand Six Hundred Dollars</i> Lump Sum</p>			\$	19,600.00
6	1	<p><u>Electrical Add Alternate 4</u> - Construction of three (3) Mezzanines at Classrooms 213,210,214. This alternate request covers the amount to be ADDED for the construction of the mezzanines shown in the drawings and specifications as Electrical Alternate 1.</p> <p>This includes but is not limited to the addition of structural steel, decking and slab, railings, stairs, millwork under stairs, and related electrical, data, and finishes. The millwork under the proposed mezzanine stairs is a substitution for the typical cubbies included in the base bid. Include in this alternate the amount, if any, to be added for substitution of millwork.</p> <p><i>Thirty One Thousand Eight Hundred Fifty Dollars</i> Lump Sum</p>			\$	31,850.00
7	1	<p><u>Electrical Add Alternate 5</u> - Network Switch Equipment: This alternate request covers the amount to be ADDED to provide the network switch as described in the specification, Section 26 08 10 page 7 paragraph 2.10.</p> <p><i>Thirty Eight Thousand Eight Hundred Eighty Three Dollars</i></p>			\$	38,883.00

The Yonkers Public Schools (YPS) desire to acquire as many of the alternates within the YPS budget. These alternates are listed in order of preference. Accordingly, the contract shall be awarded to the lowest responsible bidder based on the total of the base bid plus those alternates up to the YPS budget for this project. The YPS budget for this project shall be announced at the bid opening. Bidders must bid on all alternates and be considered eligible for award.

LEGAL NAME OF CONTRACTOR: Nader Electric Corp

EXHIBIT "A"

ATTACHMENT A - BID SCHEDULE OF PRICES - BID NO. IFB-6325
 RECONFIGURATION AND OR CLASSROOM ADDITIONS AT THE EUGENIO MARIA DE HOSTOS MICRO
 SOCIETY SCHOOL

YPS PROJECT #10807

SED PROJECT #66-23-00-01-0-002-004

ELECTRICAL - CONTRACT 4

ITEM	APPROX. EST. QUANTITY (A)	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	1	<i>Electrical</i> Lump Sum: <u>Base Bid Price to Complete HVAC Work as Described in the Contract Documents.</u> <u>Four Hundred Fifty thousand</u> <u>Three Hundred Sixty Dollars</u> Lump Sum	450,300	.00	450,300	.00
2	1	Necessary: Miscellaneous Additional Work for Owner Directed Work, if so Desired by the District. <u>Forty Thousand and -----00/100</u> Necessary	\$40,000	.00	\$40,000	.00
TOTAL BID - ITEMS 1 TO 2 INCLUSIVE,						
PLEASE PRINT						
WRITTEN IN WORDS: <u>Four Hundred Ninety Thousand Three Hundred Sixty Dollars</u> <u>100</u> Cents						
WRITTEN IN FIGURES: \$ <u>490,300.00</u>						

LEGAL NAME OF CONTRACTOR: Naber Electric Corp
 ADDRESS: 1025 Saw Mill River Rd
Yonkers NY 10710
 PREPARED BY: Anni Naber
 TITLE: President
 TELEPHONE NO.: 914-941-2244
 EMAIL: ajn@naberelectric.com DATE: 12/16/18

EXHIBIT "B"



NABER CORP. ELECTRIC

1025 Saw Mill River Road, Yonkers NY
(914) 941-2244 | Fax (914) 923-3022

Commercial

Industrial

Residential

July 1, 2019

Yonkers Public Schools
One Larkin Center
Yonkers NY 10701
Attn: Lee Pavone

Phone: 914-376-8008
Mobile: 914-424-2779
Email: LPAVONE@YonkersPublicSchools.org

Re: De Hostos Microsociety School
Yonkers NY

218030

YPS 10807 Alternate Electrical #5 Network Switch

Dear Mr. Pavone,

As you are aware, Alternate Electrical #5 for the Network Switch was not one of the alternates included in the electrical contract awarded to Naber Electric Corp.

Please be advised Naber Electric will honor our bid amount of \$38,883.00 for Alternate Electrical #5 Network Switch should the City of Yonkers Public Schools reconsider this work for July 2019 Contract Amendment.

If you should you require any additional information, please do not hesitate to contact our office.

Respectfully Submitted,


Ayni Naber

Naber Electric Corp.