



CITY OF YONKERS

GENERAL ENGINEERING AGREEMENT 2025-00000627

This GENERAL AGREEMENT (the "General Agreement") is made and entered into this 4th day of MARCH in 2025 by and between the **CITY OF YONKERS**, a Municipal Corporation of the State of New York ("City") and **FRED A. COOK JR., INC.**, located at 3226 Albany Post Road, Buchanan, NY 10511, hereinafter called the "Contractor";

WITNESSETH: That the City and the Contractor for the consideration stated herein mutually agree as follows:

ARTICLE 1. STATEMENT OF WORK:

The Contractor shall and will well and sufficiently furnish and provide all the labor, materials and equipment required for:

IFB-7363 Twelve Month Contract, with option to renew for 12-Months, to Provide Televising and Cleaning of Sewer & Drain Appurtenances on an as needed Emergency Basis

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all addenda thereto, if any, all as prepared by the City of Yonkers, New York.

ARTICLE 2. COMPENSATION TO BE PAID TO CONTRACTOR:

The City will pay and the Contractor will accept in full consideration for the performance of the Contract, subject to any additions, deductions and retainages as provided herein, in the current funds the sum of:

Written in Words: Four Hundred Nineteen Thousand Five Hundred Dollars

Written in Figures: \$419,500.00

Payments shall be made in accordance with the payment provisions herein. In no event shall the City be required to make payment to the Contractor for the work hereunder for any claim or damages except as provided in the Contract Documents.

ARTICLE 3. THE CONTRACT DOCUMENTS:

A. Except for titles, subtitles, headings, running headlines, tables of contents, and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Contract:

a. This Agreement	k. Supplemental Technical Specifications, if any
b. Addenda, if any	l. Drawings, if any
c. The Advertisement	m. Performance & Payment Bonds
d. Information For Bidders	n. Certificates of Insurance

e. Signed copy of Bid, with all attachments required for the Bidding, including Bidder's Affidavit	o. Exhibits not included as part of the documents as listed above; if any
f. Special Conditions, if any	p. Notice to proceed with the work
g. General Conditions, if any	q. All provisions required by law to be inserted in this Contract whether inserted or not
h. Technical Specification, if any	r. Schedule "A" to the General Agreement
i. All addenda issued by the City	s. NYSDOL Certificate of Registration for Contractors and Subcontractors
j. The Notice of Award	

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully part of the Contract as if hereto attached or herein repeated, form the Contract between the parties hereto. If any provision in any component part of this Contract conflicts with or varies from any other component part, the City shall determine which shall control and its decision shall be final.

ARTICLE 4. COMMENCEMENT AND PROSECUTION OF THE WORK

The work shall commence within ten (10) business days after execution of all required governmental approvals, unless otherwise specified in the bid documents, and shall thenceforth progress continuously and diligently. Inasmuch as the work contracted for is to be devoted to public use, it is specifically understood and expressly agreed that time is of the essence with respect to each and every one of the various undertakings and obligations including, but not limited to, complying with this time of performance provision, set forth in this Contract. The time for performance of the work under the Contract shall be computed from such date specified on the Notice to Proceed.

ARTICLE 5. PROGRESS SCHEDULE

- A. To enable the work to be laid out and performed in an orderly and expeditious manner, the Contractor, within fifteen (15) days after the date of the Notice of Award of this Contract, unless otherwise directed by the Engineer, shall submit to the Engineer a proposed progress schedule, showing:
 - 1) The anticipated time of commencement and completion of each of the various operations to be performed under this Contract; and
 - 2) The sequence and interrelation of each of these operations with the others and with those of other related Contracts; and
 - 3) The estimated time required for fabrication or delivery, or both, of all materials and equipment required for the work.
- B. The proposed schedule shall be revised as directed by the Engineer, until finally approved by him, and after such approval, shall be strictly adhered to by the Contractor.

ARTICLE 6. TIME OF COMPLETION; LIQUIDATED DAMAGES

- A. The work shall commence as specified in the Notice to Proceed and shall be completed within the time of completion specified in Schedule "A" to this General Agreement.
- B. The date of commencement and the time for completion, as specified in the Contract, are essential conditions of the Contract.
- C. The Contractor shall perform the work regularly, diligently, and without interruption at such rate of progress as to insure timely completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing at the site.
- D. Should the contractor fail to timely commence or perform any work, or otherwise fail to timely carry out any directions consistent with the terms of the contract after written notice from the City, the City may have such work done or materials furnished by others and deduct the cost thereof from the monies due, or to become due under the Contract.
- E. If the Contractor shall fail to complete the work within the time specified, or any proper extension thereof the Contractor shall pay to the City, as a partial consideration for the Contract, the amount per day, as specified in the Contract as set forth in Schedule "A" to this General Agreement, not as a penalty, but as liquidated damages for breach of contract, for each and every calendar day that the Contractor shall be in default.
- F. The amount of liquidated damages is agreed upon by and between the Contractor and the City as set forth in this Article, and in Schedule "A" because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages which the City

would sustain in said event and such amount is agreed to be in the amount of damages which the City or its beneficiaries would sustain and said amount shall be retained by the City.

- G. In the event the Contractor shall fail to complete the work within the time fixed for such completion in this Article, and Schedule "A" to this General Agreement, plus authorized time extensions, or if the Contractor, in the sole determination of the City, has abandoned the work, the Contractor must pay to the City the sum fixed in this Article, and the Schedule "A" to this General Agreement, for each and every calendar day that the time consumed in completing the work exceeds the time allowed therefore.
- H. Liquidated damages received hereunder are not intended to be nor shall they be treated as either a partial or full waiver or discharge of the City's right to indemnification under Article 14, or the Contractor's obligation to otherwise indemnify the City, or to any other remedy provided for by Contract or by law.
- I. The City will deduct and retain out of the moneys which may become due hereunder, the amount of such liquidated damages; and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered by the City, the Contractor shall be liable to pay the difference upon demand by the City.
- J. Time is of the essence for each and every portion of the work. In any instance in which additional time is allowed for completion, the new time of completion established by the relevant change order shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if the Engineer determines in writing that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the City. In any event, the Contractor shall not be charged with liquidated damages or any excess cost if the delay in completion is due to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by the City, including, but not limited to Acts of God or of public enemy, acts of the City, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
- K. The time for completion can only be extended by change order pursuant to Article 21 and may be extended for all the work, or only that portion of the work altered by the change order.
- L. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or its subcontractors or material men, and would of itself (irrespective of the concurrent causes) have delayed the work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.
- M. Permitting the Contractor to continue with the work after the time for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.
- N. Application for Extension of Time
 - 1) Before a change order for the time extension request may be approved, the Contractor must, within five (5) days after commencement of the condition which allegedly has caused or is causing the delay, submit a written application to the Engineer identifying:
 - a) the Contractor, the Contract number, and project description;
 - b) liquidated damages assessment rate, as specified in the Contract;
 - c) original bid amount;
 - d) the original Contract start date and completion date;
 - e) any previous time extensions granted (number and duration); and
 - f) the extension of time requested.
 - 2) In addition, the application for extension of time shall set forth in detail:
 - a) the nature of each alleged cause of delay in completing the work;
 - b) the date upon which each such cause of delay began and ended and the number of days attributable to each such cause;
 - c) a statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive, and
 - d) a statement indicating the Contractor's understanding that the time extension is granted only for the purpose of permitting continuation of Contract performance and payment for work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.
- O. Notwithstanding the procedures set forth in this Article, the Engineer in his discretion can grant a one-time extension, in writing, not to exceed 30 days.

ARTICLE 7. DEFINITIONS

The following words and expressions, or pronouns used in their stead, shall, wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context: (*The use of any third person pronoun is not meant to be gender indicative.)

"ADDENDUM" or **"ADDENDA"** shall mean the additional Contract provisions issued in writing by the City prior to the receipt of bids.

"BOARD OF CONTRACT and SUPPLY" shall have the meaning set forth in Article 9 below.

"CITY" shall mean the City of Yonkers.

"CONTRACT" or **"CONTRACT DOCUMENTS"** shall mean each of the various parts of the Contract referred to in Article 3 hereof, both as a whole and severally.

"CONTRACTOR" shall mean the party defined in the preamble hereto, whether corporation, firm or individual, or any combination thereof, and its, their or his* successors, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in its place under this Contract.

"CONTRACT DRAWINGS" shall mean only those drawings specifically entitled as such and listed in the specifications or in any addendum, or any detailed drawings furnished by the Engineer, pertaining or supplemental thereto.

"CONTRACT WORK" shall mean everything required to be furnished and done by the Contractor by any of the parts of the Contract referred to in Article 3 hereof, except Extra Work as herein defined; it being understood that in case of any inconsistency in or between any part or parts of this Contract, the Engineer shall determine what shall prevail.

"ENGINEER" shall have the meaning set forth in Article 8 below.

"EXTRA WORK" shall mean work needed to complete the project that was not required by the Contract at time of its execution.

"FINAL ACCEPTANCE" shall mean acceptance by the City of the Work as evidenced by written approval of the Engineer.

"LAW" or **"LAWS"** shall mean the Constitutions of the United States and the State of New York, the Yonkers City Charter and Code, a statute of the United States or the State of New York, a local law of the City of Yonkers, and any ordinance, rule, regulation or judicial decision having the force of law.

"MATERIALMAN" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor, or any Subcontractor to fabricate or deliver or who actually fabricates or delivers plant, materials or equipment to be incorporated in the work.

"MEANS AND METHODS OF CONSTRUCTION" shall mean the labor, materials in temporary structures, tools, plant and construction equipment, and the manner and time of their use, necessary to accomplish the result intended by this Contract.

"MATERIAL IN SHORT OR CRITICAL SUPPLY" shall mean material, as determined by the City upon written application by the Contractor pursuant to the terms of the Contract, which is not generally available in a timely manner to permit completion of the work.

"MATERIAL SPECIFICALLY FABRICATED" shall mean material, as determined by the City upon written application by the Contractor pursuant to the terms of the Contract, which is not generally available as a standard item(s) without special fabrication.

"OTHER CONTRACTORS" shall mean any Contractor (other than the "Contractor" as defined herein or his Subcontractors) who has a contract with the City for work on or adjacent to the building or site of the work.

"PROJECT" shall mean the public improvement to which this Contract relates.

"REQUIRED QUANTITY" in a unit price Contract shall mean the actual quantity of any item of work or materials which is required in order to comply with the Contract.

"SITE" shall mean the area upon or in which the Contractor's operations are carried on, and such other areas adjacent thereto as may be designated as such by the Engineer.

"SPECIFICATIONS" shall mean all of the directions, requirements and standards of performance applying to the work needed to complete the Project.

"SUBCONTRACTOR" shall mean any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or his Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site.

"THE WORK" shall mean everything required to be furnished and done by the Contractor under the Contract and shall include both Contract Work and Extra Work.

ARTICLE 8. POWERS OF THE CITY ENGINEER

- A. The City Engineer (hereinafter "Engineer") or his designee shall be the representative of the City at the site and shall have the power, in the first instance, to inspect the performance of the work. The Engineer shall give all orders and directions contemplated under the Contract relative to the execution of the work. The Engineer shall have the power to supervise and control the performance of the work as contemplated under the Contract.
- B. The Engineer, in addition to those matters elsewhere herein delegated to the Engineer and expressly made subject to his determination, direction or approval, shall have the power:
 - 1) To determine the amount, kind, quality, and location of the work to be paid for hereunder;
 - 2) To determine all questions in relation to the work, to interpret the Contract Drawings, Specifications and Addenda, and to resolve all inconsistencies or ambiguities therein;
 - 3) To determine how the work of this Contract shall be coordinated with work of other contractors engaged simultaneously on this project, including the power to suspend any part of the work, but not the whole thereof;
 - 4) To make changes in the work as the Engineer deems necessary, including the issuing of change orders for extra work, as designated in writing by the City through the Board of Contract and Supply;
 - 5) To omit Contract work whenever it deems it in the interest of the City to do so provided, however, such omitted work shall not be performed by another contractor during the life of this Contract;
 - 6) To amplify the Contract Drawings, add explanatory information and furnish additional specifications and drawings consistent with the intent of these Contract Documents;
- C. The foregoing enumeration shall not imply any limitation upon the power of the Engineer, for it is the intent of this Contract that all of the work shall generally be subject to his determination, direction and approval, except where the determination, direction or approval of someone other than the Engineer is expressly called for herein.

ARTICLE 9. POWERS OF THE CITY BOARD OF CONTRACT AND SUPPLY ("BOCS")

The Board of Contract and Supply of the City of Yonkers shall have the powers set forth in the City Code and as set forth herein. The Board of Contract and Supply in addition to those matters elsewhere herein expressly made subject to its determination, direction or approval, shall have the power:

- A. To approve the performance of change orders for extra work;
- B. To approve the use of all Subcontractors proposed by the Contractor;
- C. To hold the Contractor in default and/or to terminate the Contract; and,
- D. To approve the assignment of the Contract.

ARTICLE 10. WORKMANSHIP AND MATERIALS

- A. The Contractor shall, in a good workmanlike manner, perform all the work required by the Contract within the time specified in the Contract to the satisfaction of the City.
- B. The Contractor shall provide, erect, maintain, and remove such construction, plant and temporary work as may be required. The Contractor shall be responsible for the safety, efficiency, and adequacy of the Contractor's plant, appliances and methods, and for damage which may result from failure or improper construction, maintenance or operation of said plant, appliances and methods.
- C. Contractor's Title to Materials
 - 1) No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that the Contractor has full, good and clear title to all materials and supplies used by the Contractor in the work, or resold to the City pursuant to the Contract free from all liens, claims or encumbrances.
 - 2) All materials, equipment and articles which become the property of the City shall be new unless specifically stated otherwise.
- D. "Or Equal" Clause
 - 1) Whenever a material, article or piece of equipment is identified on the plans or in the specification by reference to manufacturers' or vendors' names, trade names, catalogue number, or make, said identification is intended to establish a standard. Any materials, articles or equipment of other manufacturers and vendors which performs the same duties imposed by the general design may be considered equally acceptable provided that, in the opinion of the City, the

material, article or equipment so proposed is of equal quality, substance and function and the Contractor shall not provide, or install any such proposed material, article or equipment without the prior written approval of the City.

- 2) Where the City, pursuant to the provisions of this Article, approves a product proposed by the Contractor and the proposed product requires a revision or redesign of any part of the work, all such revisions and redesigns and all new drawings, and details required therefore shall be provided by the Contractor and shall be approved by the City. Where the City, pursuant to the provisions of this Article, approves a product proposed by the Contractor and the proposed product results in additional work or added costs, the Contractor proposing the product is solely responsible for such costs and added work.

E. Quality, Quantity and Labeling

- 1) The Contractor shall furnish materials and equipment of the quality and quantity specified in the Contract.
- 2) When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet such standards.
- 3) The above requirements shall not restrict or affect the City's right to test materials as provided in the Contract.

F. Payment for Concrete of Deficient Strength

- 1) The Contractor recognizes the fact that the concrete mix specified was selected to yield concrete of desired strength and durability and the Contractor agrees that should he fail to supply concrete of the specified strength in the construction, that the deficiency in strength will result in construction of which the durability and useful life are impaired, and he further agrees that the City will suffer damages due to such impairment of durability and curtailment of useful life. Since the City will suffer by reason of such loss of durability and useful life, it is further agreed that the City will deduct and retain out of such moneys as may become due hereunder the amount determined in the manner as hereinafter set forth.
- 2) The Contractor agrees that the strength of the concrete shall be determined by test cylinders made and tested in accordance with the specifications and he further agrees that said cylinders so made and tested give a reasonably satisfactory index of the strength of the concrete as incorporated in the construction. Such tests are to be paid for by the Contractor.
- 3) The Contractor hereby agrees that the concrete mix proportions indicated in the specifications are for the Contractor's guidance only and they represent proportions which, in the experience of the City and other responsible public agencies, have given the strengths specified, using locally available sands and coarse aggregates and commercially available cements.
- 4) Before the Contractor begins to manufacture concrete, he shall secure the Engineer's approval of the formula he proposes to use, and he shall certify such formula to the Engineer as yielding concrete of the desired strength, density and workability, but in no case shall the cement be less, nor the water/cement ratio more than that specified.
- 5) He shall submit for this purpose a statement in writing of the sources of all ingredient materials, the type and brand of the cement, and the number of pounds of each of the materials in a saturated surface dry condition, making up one (1) cubic yard of concrete. The range of water/cement ratios within which the concrete will be manufactured and the method of mixing to be employed shall also be stated.
- 6) The formula as finally approved shall not be changed without the written permission of the Engineer.

ARTICLE 11. CONTRACTORS

A. Superintendence by Contractor

- 1) The Contractor shall employ a full-time competent construction superintendent and necessary staff; the construction superintendent shall devote full time to the work and shall have full authority to act for the Contractor at all times.
- 2) If at any time the superintendent is not satisfactory to the City, the Contractor shall, if requested in writing by the City, replace said superintendent with another superintendent satisfactory to the City.

B. Subsurface or Site Conditions Found Different

- 1) The Contractor acknowledges that the Contract consideration includes such provisions which the Contractor deems proper for all subsurface or site conditions the Contractor could reasonably anticipate encountering as indicated in the Contract, or borings, reports, rock cores foundation investigation reports, topographical maps or other information available to the Contractor or from the Contractor's inspection and examination of the site prior to submission of bids.
- 2) Should the Contractor encounter subsurface or site conditions at the site materially differing from those shown on or described in or indicated in the Contract, the Contractor shall immediately give notice to the Engineer of the differing conditions and shall not disturb the differing conditions until directed to do so by the City.

C. Verifying Dimensions

- 1) The Contractor shall take all measurements at the site and shall verify all dimensions at the site before proceeding with the work. If said dimensions are found to be in conflict with the Contract, the Contractor immediately shall give notice to the City. The Contractor shall comply with any revised Contract Documents.
- 2) During the progress of work, the Contractor shall verify all field measurements prior to fabrication of building components or equipment, and proceed with the fabrication to meet field conditions.
- 3) The Contractor shall consult all Contract Documents to determine exact location of all work and verify spatial relationships of all work. Any question concerning location or spatial relationships may be submitted to the Engineer in a manner approved by the Engineer.
- 4) Special locations for equipment, pipelines, ductwork and other such items of work, where not dimensioned on plans, shall be determined in consultation with the Engineer.
- 5) The Contractor shall be responsible for the proper fitting of the Work in place.

D. Meetings

The Contractor shall attend all scheduled progress meetings and any other special meetings as directed by the Engineer at no additional cost to the City.

E. Related Work

The Contractor shall examine the Contract for related work to ascertain the relationship of said work to the Work under the Contract.

F. Surveys and Layout

Unless otherwise expressly provided in the Contract, the City shall furnish the Contractor all surveys of the property necessary for the work. The Contractor shall be responsible for the layout of the work.

G. Errors, Ambiguities or Discrepancies

The Contractor shall examine the Contract thoroughly before commencing the work and promptly report any errors, ambiguities or discrepancies to the City. Failure of the Contractor to do so shall result in a waiver of any claim by the Contractor based on such errors, ambiguities or discrepancies.

ARTICLE 12. INSPECTION AND ACCEPTANCE

A. Access to Work

The City shall at all times have access to the work and the Contractor shall maintain such access during the work on the project.

B. Notice for Testing

If the Contract Documents, the City's instructions, laws, rules, ordinances, or regulations, require that any work be inspected or tested, the Contractor shall give the City timely notice of readiness of the work for inspection or testing and the date fixed for said inspections or testing.

C. Reexamination of Work

Reexamination of any part of the work may be ordered by the City, and if so ordered the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract, the City shall pay the cost of reexamination and if such work is not found to be in accordance with the Contract, the Contractor shall pay or be back-charged for the cost of reexamination and replacement.

D. Inspection of Work

- 1) All work, all materials whether or not incorporated in the work, all processes of manufacture, and all methods of construction shall be, at all times and places, subject to the inspection of the City, and the City shall judge the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which such work, materials, processes of manufacture and methods of construction are used. The City may direct that any work not approved by the City shall, at no cost to the City, be immediately removed, reconstructed, made good, replaced or corrected by the Contractor to the satisfaction of the City. This corrective work shall include all work of any third party destroyed or damaged by such removal or replacement. Rejected material shall be removed immediately from the site at no extra cost to the City. Acceptance of material and workmanship by the City shall not relieve the Contractor from the Contractor's obligation to replace all work which is not in full compliance with the Contract. The Contractor is to provide any assistance necessary, such as the erection of ladders or platforms, for the Engineer to conduct inspections of the work.
- 2) If after inspection the City determines that it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work, injured or not performed in accordance with the Contract, the compensation to be paid to the Contractor shall be reduced by an amount which, the City deems equitable.

E. Testing

All materials and equipment used in the work shall be subject to inspection and testing in accordance with accepted standards to establish conformance with specifications and suitability for uses intended, unless otherwise specified in the Contract. If any work shall be covered or concealed without the approval or consent of the City, that work shall, if directed by the City, be uncovered for examination. Any inspection by the City or by a testing laboratory on behalf of the City does not relieve the Contractor of the responsibility to maintain quality control of materials, equipment and installation to conform to the requirements of the Contract. If any test results are below accepted standards, the City may order additional testing. The cost of said additional testing, any additional professional services required, and any other expenses incurred by the City as a result of such additional testing, shall be paid by the Contractor.

F. Acceptance

No previous inspection shall relieve the Contractor of the obligation to perform the work in accordance with the Contract. No payment, either partial or full, by the City to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract. The Contractor shall remedy all defects, and shall incur the cost of any damage to other work resulting there from.

G. Manufacturer's Guarantee

The Contractor shall secure from the manufacturers of all equipment and materials required under the Contract such manufacturer's standard warranties and guarantees (or such other warranties and guarantees as the specifications may require) in the name of the City of Yonkers and shall deliver the same to the City Engineer.

ARTICLE 13. PROTECTION OF WORK AND OF PERSONS AND PROPERTY; INDEMNIFICATION

- A. During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished work against any damage, loss or injury; and, in the event of such damage, loss or injury he shall promptly replace or repair such work, whichever the City shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the City's approval of or failure to prohibit means and methods of construction used by the Contractor.
- B. During performance and up to the date of final acceptance, the Contractor must take all reasonable precautions to protect the persons and property of the City and of others from damage, loss or injury resulting from contractor's or subcontractor's performance under this Contract, except such property as the owners thereof may themselves be under legal duty to protect. The Contractor's obligation to protect shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient guards, lights, barricades and enclosures.
- C. Within three (3) days after notice to it of the happening of any such loss, damage or injury to work, persons or property, or accidents, the Contractor shall make a full and complete report thereof, in writing to the City. The Contractor shall notify the City, in writing, of any loss, damage or injury to work, persons of property, or any accidents on the site within twenty-four (24) hours of the occurrence.
- D. If the persons or property of the City or of others sustain loss, damage or injury resulting from the Contractor's, or its Subcontractor's performance of this Contract, or from its or their failure to comply with any of the provisions of this Contract or of law or out of its or their negligent acts or omissions, the Contractor shall defend and indemnify and hold the City, its officers, employees and agents, harmless from any and all claims and judgments for loss, damages or injuries and from costs and expenses include attorneys' fees to which the City may be subjected or which may suffer or incur by reason thereof.
- E. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor, or the City.
- F. The Contractor shall protect all adjoining property and shall repair or replace any property damaged or destroyed during the progress of the Work at no cost to the City.
- G. Construction Site Emergency

A construction site emergency is defined as an unforeseen condition or event requiring prompt action by the Contractor. Construction site emergencies include, but are not limited to, construction related accidents; uncontrolled release of asbestos, lead dust or other hazardous materials; natural disasters; automobile accidents; floods and fire

The Contractor must notify the City of a construction site emergency, within a half-hour of the occurrence of the event, in accordance with the following:

- 1) If the emergency occurs during regular business hours the Contractor must notify the Engineer and call the City's Action Center at (914) 377-4357, or

- 2) During non-business hours the emergency shall be reported by the Contractor to the City Action Center at (914) 377-4357 and to the Yonkers Police Department through 911; and shall also be reported to the Engineer at the earliest opportunity.

ARTICLE 14. COORDINATION WITH OTHER CONTRACTORS

- A. During the process of the work, other contractors may be engaged in performing other work or may be awarded other Contracts for additional work on this project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other contractors and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other contracts as may be directed by the Engineer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- B. If the Engineer shall determine that the Contractor is failing to coordinate his work with the work of the other contractors as the Engineer directed, then the City shall have the right to withhold any payments otherwise due hereunder until the Contractor completely complies with the Engineer's directions.
- C. If the Contractor notifies the Engineer in writing that another contractor on this project is failing to coordinate his work with the work of this Contract as directed, the Engineer must promptly investigate the charge. If the Engineer finds it to be true, he must promptly issue such directions to the other contractor with respect thereto as the situation may require. The City shall not, however, be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Engineer, or by reason of another contractor's default in performance, it being understood that the City does not guarantee the responsibility or continued efficiency of any contractor.
- D. The Contractor shall indemnify and hold the City harmless from any and all claims of judgments for damages and from costs and expenses to which the City may be subjected or which it may suffer or incur by reason of the Contractor's failure to comply with the Engineer's directions promptly; and the City shall have the right to exercise the powers reserved herein with respect to any claims which may be made for damages due to the Contractor's failure to comply with the Engineer's direction promptly.
- E. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the City for the performance of work upon the site or of work which may be necessary to be performed for the proper execution of the work to be performed hereunder, or through any act or omission of a subcontractor of such Contract, the Contractor shall have no claim against the City for such damage.
- F. Should any other contractor having, or who shall hereafter have, a contract with the City for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to defend at his own expense any suit based upon such claim and if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and shall indemnify and hold the City harmless from all such claims.
- G. The City's right to indemnification hereunder shall in no way be diminished, waived or discharged, by its recourse to assessment of liquidated damages provided in this General Agreement, or by the exercise of any other remedy provided for by law.

ARTICLE 15. NO DAMAGE FOR DELAY

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the City or any of its representatives, and agrees that any such claim may be fully compensated for by an extension of time to complete performance of the work as provided herein.

ARTICLE 16. OCCUPATION OR USE PRIOR TO COMPLETION

If, before the final completion of all the work contemplated herein, it shall be deemed necessary by the City to take over, use, occupy or operate any part of the completed or partly completed work, the City shall have the right to do so and the Contractor will not in any way interfere with or object to the use, occupation or operation of such work by the City after receipt of notice in writing that such work or part thereof will be used by the City on and after the date specified in such notice. Should such action be taken by the City, the Contractor's guarantee on that part of the work placed into use shall begin on the date such use by the City shall begin (and the Contractor shall be entitled to a return of so much of the retained percentages as have been withheld by the City, as security for the faithful performance of the work which the City may take over, use, occupy or operate under this Article, except so much thereof as may be retained under Article 20 hereof). Immediately prior to such occupancy or use, inspection of the part to be occupied or used will be made by the Engineer, and the Contractor will be furnished in writing with a statement of the work, if any, still to be done on such part.

ARTICLE 17. SUBCONTRACTS

- A. The Contractor shall not make subcontracts totaling in amount more than the percentage specified in the Schedule "A" of this General Agreement of the total Contract price without special written permission from the Board of Contract and Supply.
- B. Before making any subcontracts, the Contractor must submit a written statement to the Engineer giving the name and address of the proposed Subcontractor, the portion of the work and materials which he is to perform and furnish, the cost of the subcontract and any other information tending to prove that the proposed Subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract. All Subcontractors must be approved by the Board of Contract and Supply.
- C. If an approved Subcontractor elects to subcontract any portion of his subcontract, the proposed sub-subcontract shall be submitted in the same manner as directed above. Wherever the word Subcontractor appears herein, it also means sub-subcontractor.
- D. The proposed Subcontract will be submitted to the Board of Contract and Supply for approval at the next regularly scheduled meeting. The City will notify the Contractor as soon as possible after the Board of Contract and Supply acts whether the proposed Subcontractor is approved. If the proposed Subcontractor is not approved, the Contractor may thereupon submit another proposed Subcontractor unless he decides to do the work himself.
- E. The City's approval of a Subcontractor shall not relieve the Contractor of any of his responsibilities, duties and liabilities hereunder. The Contractor shall be solely responsible to the City for the acts or defaults of his Subcontractor and of such Subcontractor's officers, agents and employees, each of who shall, for this purpose, be deemed the agent or employee of the Contractor to the extent of his Subcontract.
- F. No Subcontractor shall be permitted on the site unless he is approved, nor shall any Subcontractor be permitted to perform work at the site unless he has furnished satisfactory evidence of insurance covering Workmen's Compensation, Public Liability and Property Damages as required. Acceptable indication of such insurance is being a named insured on the Contractor's insurance.
- G. The Contractor shall promptly, upon request, file with the Engineer a confirmed copy of the Subcontract, with cost of Subcontract.
- H. Before entering into any Subcontract hereunder, the Contractor shall inform the Subcontractor fully and completely of all provisions and requirements of this Contract relating either directly or indirectly to the work to be performed and the materials to be furnished under such Subcontract, and every such Subcontract shall expressly stipulate that all labor performed and materials furnished thereunder shall strictly comply with the requirements of this Contract.
- I. The Contractor shall require all agreements with or between Subcontractors to be in writing. Every Subcontract shall provide expressly that such Subcontract (and all rights of any Subcontractor thereunder) is subject in all respects whatsoever to all requirements of this Contract and that all work under the Subcontract shall comply with all requirements of this Contract. Each Subcontract shall include a provision authorizing termination for necessity or convenience by the Contractor and a provision under which the Subcontractor agrees that the Subcontractor's obligations shall be assigned to the City, at the City's election, upon a termination of Contractor's rights to perform the Contract. Each Subcontract shall contain the same terms and conditions as to method of payment for work, and as to retained percentages, as are set forth in this Contract; and Contractor shall pay each Subcontractor in accordance with the terms of the applicable subcontract for work performed by Subcontractor.
- J. The Contractor's execution of any Subcontract shall be deemed a representation to the City that the Contractor (1) has informed the Subcontractor fully and completely of all requirements of this Contract relating directly or indirectly to the Subcontractor's Work and (2) has taken all steps necessary to ensure that each and every Subcontractor meets the minimum qualifications required by the City of any Contractor submitting bids for any City work.

ARTICLE 18. ASSIGNMENTS

The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract; or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise any of the moneys due or to become due under this Contract, unless the previous written consent of the Board of Contract and Supply shall first be obtained thereto, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments.

Failure to obtain the previous written consent of the City to such an assignment, transfer or conveyance, shall justify the City's revocation and annulment of this Contract. The City shall thereupon be relieved and discharged from any further liability and obligation to the Contractor, his assignees or transferees, and all moneys previously earned and unpaid under the Contract shall be forfeited to the City except so much thereof as may be necessary to pay the Contractor's employees.

ARTICLE 19. INSURANCE

During performance and up to the date of final acceptance, the Contractor must effect and maintain insurance of the kind and at the limits set forth in Schedule "A" to this General Agreement.

ARTICLE 20. MAINTENANCE AND GUARANTY; REPLACEMENT OF DEFECTIVE WORK

- A. The Contractor must promptly repair, replace, restore or rebuild, as the Engineer may determine, any finished work in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during the one year period subsequent to the date of final acceptance except where other periods of maintenance and guarantee are provided for.
- B. As security for the faithful performance of his obligation hereunder, the Contractor, upon filing his requisition for final payment, shall deposit with the City, a sum equal to one (1) percent of the Contract price (or such other amount fixed in Schedule "A" to this General Agreement in cash or certified check upon a State or National Bank and Trust Company or a check of such Bank and Trust Company signed by a duly authorized officer thereof and drawn to the order of the City.
- C. In lieu of the above the Contractor may make such security payment to the City by authorizing the City in writing to deduct the amount from the final payment which shall be deemed the deposit required above.
- D. If the Contractor has faithfully performed all his obligations hereunder, the sum shall be repaid to the Contractor without interest within thirty (30) days after the City determines the Contractor has faithfully performed all his obligations hereunder.
- E. Notice by the City to the Contractor to repair, replace rebuild or restore such defective or damaged work shall be timely if given not later than ten (10) days subsequent to the expiration of the one (1) year period or other periods provided for in Schedule "A" to this General Agreement.
- F. If the Contractor shall fail to repair, replace, rebuild or restore such defective or damaged work promptly after receiving such notice, the City shall have the right to have the work done by others in the same manner as provided for in Article 42 hereof and to deduct the cost thereof from the amount as deposited hereunder. The balance, if any, shall be returned to the Contractor without interest.
- G. Should the amount so deposited be insufficient to cover the cost of such work, the Contractor shall be liable to pay such deficiency on demand by the City.
- H. The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one(s) other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

ARTICLE 21. CONTRACT CHANGES

- A. Changes may be made to this Contract only as duly authorized by the City through its Board of Contract and Supply. Contractors deviating from the requirements of an original contract without a duly approved change order document, or written contract modification or amendment, do so at their own risk. All such changes, modifications and amendments will become a part of the original contract. Any work so ordered must be performed by the Contractor.
- B. Contract changes will be made only for work necessary to complete the work included in the scope of the Contract, and for non-material changes to the scope of the Contract. Contract changes may include any contract revision deemed necessary by the City.
- C. The Contractor shall be entitled to a price adjustment for extra work performed pursuant to a written change order. If any part of the Contract is necessarily delayed by a change order, the Contractor may request, subject to Board of Contract and Supply approval, an extension of time for performance. Adjustments to price shall be computed in one or more of the following ways: (i) by agreement of a fixed price; (ii) by unit prices specified in the contract subject to the limitations herein; (iii) by time and material record; and/or (iv) in any other manner approved by the City.
- D. Where the cost of the change order has been negotiated in the absence of established cost history, the costs are subject to verification by audit. If the audit reveals that the Contractor's costs for change order work were inaccurately stated during negotiations, the City shall recoup the amount by which the costs were inaccurately stated, plus any costs incurred by the City to conduct the audit, by proportionately reducing the price of the change order. This remedy is not exclusive and is in addition to all other rights and remedies of the City.

ARTICLE 22. METHODS OF PAYMENT FOR EXTRA WORK

- A. Extra work for which there are applicable Contract unit prices will be paid for at such unit prices subject to the limitations set forth herein. Where there are no applicable Contract unit prices, subject to audit by the City, the price to be paid for extra work ordered by the City, and performed by the Contractor with his own forces, shall be the reasonable cost of:

- 1) Necessary materials (including transportation to the site); plus
 - 2) Necessary direct labor; plus
 - 3) All additional insurance required by reason of the performance of the extra work; plus
 - 4) Payments required to be made to labor organizations under existing labor agreements; plus
 - 5) Maintenance, operation, and rental of, or reasonable rental value of Contractor owned, necessary plant and equipment other than small tools (including gas, oil, coal, electric current, etc); plus
 - 6) Necessary installation and dismantling of such plant and equipment (including transportation to and from the site), if any items; plus
 - 7) Ten (10) percent of the total of Items 1 through 6 as compensation for all other items of cost or expense including administration, overhead, general superintendence, and small tools; plus
 - 8) Ten (10) percent of the total of Items 1 through 7 as compensation for profit, except that no percentage for overhead and profit will be allowed on payroll taxes or on the premium portion of overtime pay.
- B. Where there are no applicable unit prices for extra work ordered by the City and performed in whole or in part by other than the Contractor's own forces, the Contractor shall be paid, subject to audit by the City, only the actual and reasonable cost of such subcontracted work computed as outlined above, plus an additional allowance of five (5) percent to cover the Contractor's profit, superintendence, administration, insurance, and other overhead.
- C. Where a change is ordered, involving both extra work and omitted or reduced contract work, the contract price shall be adjusted, subject to audit by the City, in an amount based on the difference between the value of such extra work and of the work omitted or reduced. The cost of such extra work and of such omitted or reduced work shall be computed in accordance with Items 1 through 6 of this Article. If the cost of such work exceeds the cost of the work omitted or reduced, the contract price shall be increased by the difference, plus ten (10) percent thereof, as compensation for all other items of cost or expense including administration, overhead, superintendence, and small tools, plus an additional ten (10) percent of the total thereof as compensation for profit. If the cost of work omitted or reduced exceeds the cost of such extra work, then the contract price shall be reduced by such differences.
- D. Where the Contractor and the City can agree upon another method of payment for extra work, or for extra work ordered in connection with omitted or reduced work, such method, may, at the option of the City, be substituted for the cost plus a percentage method. However, if the work is performed by a Subcontractor, the Contractor shall not be entitled to receive more than an additional allowance of five (5) percent over and above the actual and reasonable cost of such Subcontractor's work.
- E. Unit Price Contracts
- 1) In Unit Price Contracts if during the progress of work, the actual quantity of items required to complete the work of any unit item approaches the estimated quantity, and due to errors, site conditions, changes in design or any other reason, it appears that the actual quantity necessary to complete the work will exceed the estimated quantity by 25 percent, the Contractor shall immediately notify the Engineer of such anticipated overruns.
 - 2) Contractors are warned that the Engineer's estimate of quantities on the various items of work and materials is approximate only, given solely to be used as a uniform basis for the comparison of bids, and is not to be considered part of this Contract. The quantities actually required to complete the Contract work may be less or more than so estimated, and if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.
 - 3) The Contractor shall not be compensated for work performed in excess of one hundred twenty five (125) percent of the estimated quantities in the bid schedule without written authorization of the Engineer.
 - 4) The Contractor will be paid at the unit price bid for quantities up to one hundred and twenty five (125) percent of the estimated quantities listed in the bid schedule. If quantities on any item exceed one hundred and twenty five (125) percent of the estimate, the City reserves the right and the Contractor agrees to renegotiate the unit price bid to a new unit price for such quantities. If the City and Contractor cannot agree to a new price then the City, if it requires additional units of the item, shall order the Contractor and the Contractor agrees to perform the additional work on a time and material basis established herein. In no event will the cost exceed the bid price.
- F. The Contractor shall furnish satisfactory invoices, payrolls and vouchers covering all items of cost relating to the Extra Work and when requested by the City shall give the City access to accounts and records relating thereto.

ARTICLE 23. DISPUTES

Claims for Extra Work

- A. If the Contractor claims that (i) any work which the Contractor has been ordered to perform will be Extra Work, (ii) the Contractor for any reason cannot comply with the terms and provisions of the Contract, or (iii) any action or omission of the City is contrary to the terms and provisions of the Contract and will require the Contractor to perform Extra Work the Contractor shall:

- 1) Promptly comply with the City's direction to perform the work which the Contractor claims will be Extra Work.
 - 2) File with the City a notice of the basis of the Contractor's claim and request for a determination thereof, within seven (7) working days:
 - a) after being ordered to perform the work claimed by the Contractor to be Extra Work; or
 - b) after commencing performance of the work, whichever date shall be earlier; or
 - c) after the said action or omission on the part of the City occurred.
 - 3) Proceed diligently, pending and subsequent to the determination of the City with respect to any said disputed matter, with the performance of the work in accordance with all instructions of the City.
- B. No claim for Extra Work shall be allowed unless the same was done pursuant to a written order of the City. The Contractor's failure to comply with any parts of this Article shall be deemed to be:
- 1) a conclusive and binding determination on the part of the Contractor that said order, work, action or omission does not involve Extra Work and is not contrary to the terms and provisions of the Contract.
 - 2) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission.
- C. The value of claims for Extra Work, if allowed, shall be determined by the methods described in the Contract.
- Compliance with the Contract
- D. In addition to the statements required under Article 24 hereof, or under this Article, the Contractor and his Subcontractor shall, upon notice from the City, produce for examination at the Contractor's or Subcontractor's office, by the representatives of the City, all his books of accounts, bills, invoices, payrolls, subcontracts, time books, daily reports, bank deposit books, bank statements, check books and canceled checks, showing all of his acts and transactions in connection with or relating to or arising by reason of this Contract, and submit himself and persons in his employment, for examination under oath by any person designated by the City to investigate claims made against the City under this Contract. At such examination a duly authorized representative of the contractor may be present.
- E. Unless such statements shall be made and filed within a timely manner and such records submitted for examination and the Contractor and his employees submit themselves for examinations as aforesaid, the City shall be released from all claims arising under, relating to or by reason of this Contract, except for the sum certified by the City to be due under the provisions of this Contract. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the City to recover any sum in excess of the sums certified by the City to be due under or by reason of this Contract, the Contractor must allege in his complaint and prove, at the trial, compliance with the provisions of this section.
- F. In addition to the foregoing, after the commencement of any action by the Contractor arising under or by reason of this Contract, the City shall also have the right by its attorney, upon written notice from said attorney, to require the Contractor to produce for examination under oath by said attorney the above described books and documents of the Contractor and to submit himself and persons in his employ for examination under oath by said attorney.
- G. Unless the Contractor submits said records, himself and his employees for examination by the said attorney as aforesaid, the action of the Contractor shall be dismissed.

ARTICLE 24. PERFORMANCE OF EXTRA OR DISPUTED WORK

- A. While the Contractor or his Subcontractor is performing extra work ordered by the City under Article 21 hereof (unless payment therefore is to be made by a lump sum or at unit prices previously agreed upon) or is performing disputed work or complying with a determination or order under protest in accordance with Article 23 hereof, in each such case the Contractor shall furnish the Engineer daily with three (3) copies of written statements signed by the Contractor's representatives at the site showing:
- 1) The name and home telephone number of each worker employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
 - 2) The nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such determination or order, and from whom purchased or rented.
- B. A copy of such statement will be countersigned by the Engineer, noting thereon any items not agreed to or questioned, and be returned to the Contractor within two (2) days after submission. The Contractor and his Subcontractors, when required by the City, must also produce for inspection, at the office of the Contractor or Subcontractor, any and all of his books, vouchers, records, daily job diaries and reports, and canceled checks, showing the nature and quantity of the labor, materials, plant and equipment actually used in the performance of such work or in complying with such determination or order, and the amounts expended therefore, and must permit the City to make such extracts there from or copies thereof as the City may desire.

- C. Failure to comply strictly with these requirements shall constitute a waiver of any claims for extra compensation or damages on account of the performance of such work or compliance with such determination or order.

ARTICLE 25. OMITTED WORK

If any Contract work in a lump sum Contract, or if any part of a lump sum item in a unit price Contract, is omitted by the City, the Contract price shall be reduced by an amount equal to the estimated cost of such omitted work, computed in accordance with Items 1 through 6 of subpart A of Article 22, unless the Contractor and City can agree upon another method of fixing the value of such omitted work. If any Contract work in a unit price Contract, whether the whole of a lump sum item or units of any other item, is so omitted, no payment will be made therefore.

ARTICLE 26. NO ESTOPPEL

Neither the City nor any department, officer, agent or employee thereof, shall be bound, precluded or estopped by any determination, decision, approval, order, letter, payment or certificate made or given under or in connection with this Contract by the City, the Engineer, or any other officer, agent or employee of the City, either before or after the final completion and acceptance of the work and payment therefore:

- A. From showing the true and correct classification, amount, quality or character of the work actually done; or that any such determination, decision, order, letter, payment or certificate was untrue, incorrect or improperly made in any particular, or that the work or any part thereof does not in fact conform to the requirements of this Contract; and
- B. From demanding and recovering from the Contractor any overpayment made to him, or such damages as he may sustain by reason of his failure to perform each and every part of this Contract in strict accordance with its terms, or both.

ARTICLE 27. WAIVER, MODIFICATION AND APPROPRIATIONS

- A. Waiver: Waiver by the City of a breach of any provision of this Contract shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of terms of the Contract unless and until the same shall be agreed to in writing by the City as required herein.
- B. Modification: This Contract may be modified by the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.
- C. Appropriations: This Contract shall be deemed executory only to the extent of the moneys appropriated and available for the purpose of the Contract, and no liability on account thereof shall be incurred by the Contractor beyond the amount of such moneys. It is understood that neither this Contract nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available moneys for the purpose of the Contract.

ARTICLE 28. PARTIAL PAYMENTS

- A. The City may make a partial payment to the Contractor on the basis of an approved estimate of the work performed during each preceding business month. The City shall retain five percent (5%) of the amount of each estimate.
- B. As a condition precedent to payment, on a monthly basis in accordance with the agreement of the City, the Contractor shall submit a Request for Payment in a form acceptable to the Engineer and City Finance Commissioner. The City shall make all monthly partial payments based on the Engineer's review and approval of the Request for Payment form. Any partial payment made pursuant to the Request for Payment shall not be construed to signify acceptance of partially completed work or as a waiver of the right of the City to require the fulfillment of all the terms of the Contract.
- C. In preparing estimates for partial payment, material delivered to the site, and properly stored and secured at the site, material in short or critical supply or material specially fabricated and other material approved to be stored off-site under such conditions as the City shall prescribe may be taken into consideration. Unless otherwise provided by the City the conditions for payment of material stored off-site shall include but not be limited to the following: (a) the material shall be properly stored in a secured location approved by the City; (b) the material will be covered under the City's builder's risk policy, if any, subject to all policy limits and restrictions; and, (c) the material may be inspected by the City to assure compliance with project specifications. In order to seek payment pursuant to this Article, the Contractor must by, a date approved by the Engineer, submit a list to the City of the material in short or critical supply, material specially fabricated for the work at the site, or material which for any other reason must be stored off-site; such list must be accompanied by a detailed backup substantiating the Contractor's position that it is material in short or critical supply, or material specially fabricated for work at the site and/or must be stored off-site. All costs related to the storage of materials, or material in short or critical supply or material specifically fabricated for the work at the site are the sole responsibility of the Contractor. In addition to the above, the Contractor must demonstrate that the material stored

either at the site or off-Site has been paid for in full by the Contractor, and upon partial payment by the City becomes the sole property of the City.

ARTICLE 29. CONTRACTOR'S PAYMENT TO SUBCONTRACTORS

- A. The Contractor shall make prompt payment to the Subcontractors within fifteen (15) calendar days of the receipt of any payment from the City. The Contractor shall pay to each such Subcontractor that portion of the proceeds of such payment representing the value of the work performed by such Subcontractor, based upon the actual value of the subcontract, which has been approved and paid for by the City, less an amount necessary to satisfy any claims, liens, or judgments against such Subcontractor which have not been suitably discharged and less any amount retained by the Contractor as provided herein. For such purpose, the subcontract may provide that the Contractor may retain not more than five percent (5%) of each payment to such Subcontractor or not more than ten percent (10%) of each such payment if prior to entering into the subcontract such Subcontractor is unable or unwilling to provide, at the request of the Contractor, a performance bond and a labor and material bond both in the amount of the subcontract. Contractor warrants and represents that it will execute such certificate or statements as the City may require to prove compliance with this provision.
- B. Nothing herein shall relieve the Contractor from its obligation to complete the work, nor shall anything herein create any relationship in contract or otherwise, implied or expressed, between any Subcontractor and the City.

ARTICLE 30. FINAL PAYMENT

- A. As a condition precedent to receiving final payment for all work, the Contractor shall submit all required certificates and documents, together with a final requisition for the balance claimed to be due under the Contract, less any amount authorized to be retained for maintenance subsequent to final acceptance.
- B. Verified Statement of Claims: The Contractor must also submit with the final requisition a final verified statement of any and all alleged claims against the City, in any way connected with or arising out of this Contract (including those as to which details may have been furnished pursuant to Articles 13 and 23 hereof) setting forth with respect to each such claim the total amount thereof, the various items of labor and materials included therein, and the alleged value of each such item. With reference to each such claim, the City shall have the same right to inspect, and to make extracts or copies of, the Contractor's books, vouchers, records, etc., as is referred to in Articles 23 and 24 hereof. Nothing contained in this Article is intended to or shall relieve the Contractor from the obligation of giving timely notice of claims pursuant to Articles 23 and 24 hereof. The Contractor is warned that unless such claims are completely set forth as herein required, the Contractor upon acceptance of the final payment, pursuant to Article 31 hereof, will have waived any such claims.
- C. Preparation of Final Voucher: After receiving the notices required under Sections A and B herein, the Engineer will promptly make a final inspection. If, upon inspection, the Engineer determines that no further work is necessary, the Engineer will prepare and certify, subject to the approval of the Board of Contract and Supply, a voucher for final payment less any and all deductions authorized to be made under this Contract or by law. Payment pursuant to such final voucher, less any deductions authorized to be made under this Contract or by law, shall constitute final acceptance and final payment, and shall be made by the City within thirty (30) days after approval of the Board of Contract and Supply.

ARTICLE 31. ACCEPTANCE OF FINAL PAYMENTS

- A. The acceptance by the Contractor, or by anyone claiming by or through it, of the final payment, whether such payment be made pursuant to any judgment of any court, or otherwise, shall constitute and operate as a release to the City from any and all claims of, and liability to, the Contractor for anything heretofore done or furnished for or relating to or arising out of this Contract and the work done hereunder, and for any prior act, neglect or default on the part of the City or any of its officers, agents, or employees, excepting only a claim against the City for the amounts deducted or retained in accordance with the terms and provisions of this Contract or by law, and excepting a claim, not otherwise waived, which is contained in the verified statement filed with the Contractor's final requisition pursuant to Article 30 hereof.
- B. The Contractor is warned that the execution by him of a release, in connection with the acceptance of the final payment, containing language pertaining to reserve claims other than those herein specifically excepted from the operation of this Article, or those for amounts deducted by the City, shall not be effective to reserve such claims, anything stated to the Contractor orally or in writing by any officer, agent or employee of the City to the contrary notwithstanding.
- C. Should the Contractor refuse to accept the final payment as tendered by the Comptroller, it shall constitute a waiver of any right to interest thereon.

- D. The Contractor, prior to commencing an action for breach of Contract must serve a detailed and verified statement of claim upon the City's Corporation Counsel not later than forty (40) days after the acceptance of such final payment. The statement shall specify the items upon which the claim will be based and any such claim shall be limited to such items.

ARTICLE 32. LIENS

Upon receipt of a lien, the City shall send Notice to the Contractor stating that a sum which shall be one and one-half (1 ½) times the amount stated to be due in the notice of lien shall be deducted from payments due the Contractor. This sum shall be withheld until the lien is discharged.

ARTICLE 33. WITHHOLDING OF PAYMENTS

- A. The City may withhold from the Contractor any part of any payment as may, in the judgment of the City, be necessary:
- 1) to assure payment of just claims of any persons supplying labor or materials for the work;
 - 2) to protect the City from loss due to defective work not remedied; or
 - 3) to protect the City from loss due to injury to persons or damage to the work or property of others caused by the act or neglect of the Contractor. The City shall have the right to apply any amount so withheld, in such manner, as the City may deem proper to satisfy claims or to secure protection. Such application of the money shall be deemed payments for the account of the Contractor.
- B. The provisions of this Article are solely for the benefit of the City and any action or non-action hereunder by the City shall not give rise to any liability on the part of the City.

ARTICLE 34. EMPLOYEES

- A. The Contractor and its subcontractors shall not employ on the Contract work:
- 1) Anyone who is not competent, faithful and skilled in the work for which he or she shall be employed; and whenever the City shall inform the Contractor, in writing, that any employee is, in the City's opinion, incompetent, unfaithful, or disobedient, he shall be discharged from the work forthwith, and shall not again be employed upon it; or
 - 2) Any labor, materials or means whose employment, or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workers employed by the Contractor his Subcontractors, or by any of the trades working in or about the buildings and premises where work is being performed under this Contract, or by other Contractors or their Subcontractors pursuant to other Contracts, or on any other buildings or premises owned or operated by the City of Yonkers, its agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may be considered as proper and sufficient cause for declaring the Contractor to be in default; or
 - 3) In accordance with Section 220 (3-e) of the Labor Law, the Contractor and his Subcontractors shall not employ on the work any apprentice unless he is registered individually, under a bona fide program registered with the New York State Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his work force on any job under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered as above shall be paid the wage rate determined by the classification of work he actually performed. The Contractor or Subcontractor will be required to furnish written evidence of the registration of his program and apprentices as well as all the appropriate ratios and wage rates, for the area of the construction prior to using any apprentices on the Contract work.

ARTICLE 35. AFFIRMATIVE ACTION POLICIES; EMPLOYER AND PROFESSIONAL RESPONSIBILITIES

- A. Affirmative Action: The Contractor shall comply with, and assist the City in implementing, all affirmative action policies set forth in the Contract as well as any such policies or regulations which may be issued or amended by the City from time to time, and all requirements under applicable Federal, State and Municipal statutes, and any applicable regulations thereunder, relating to equal employment opportunities for all individuals.
- B. Employer Responsibilities: The Contractor shall comply with the provisions of all applicable State and Municipal requirements and with all State and Federal laws applicable to the Contractor as an employer of labor or otherwise as well as any labor provisions set forth in this Contract.
- C. Professional Status Requirements: The Contractor shall comply, at its own expense, with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, Subcontractors and others employed to undertake and complete the work hereunder.

ARTICLE 36. LABOR LAW PROVISIONS

- A. The Contractor agrees, as required by Labor Law Sections 220 and 220-d, as amended, that:
- 1) no laborer, worker or mechanic in the employ of the Contractor or any Subcontractor employed by the Contractor in the performance of this Contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one week except in cases of extraordinary emergency, as defined in the Labor Law;
 - 2) the wages paid for a legal day's work to each laborer, worker or mechanic employed by the Contractor or any Subcontractor in the performance of this Contract shall not be less than the prevailing rate of wages as defined by law;
 - 3) each laborer, worker or mechanic employed by the Contractor or any Subcontractor in the performance of this Contract shall be provided the prevailing supplements as defined by law;
 - 4) the minimum hourly rate of wages to be paid and the minimum supplement to be provided to the laborers, workmen or mechanics employed in the performance of this Contract, either by the Contractor or any Subcontractor, shall not be less than that which shall be designated by the Commissioner of Labor of the State of New York; and
 - 5) the Contractor and any Subcontractor shall pay all employees engaged in the performance of this Contract in full, less legally required deductions, in accordance with Labor Law Section 220.3. All such payments shall be made in cash, except payment may be made by check to the extent permitted by law.
- B. The Contractor and its Subcontractors agree that as required by Labor Law Section 220-i, they will maintain their Certificate of Registration throughout the term of this Contract. The Contractor shall promptly inform the City if either the Contractor or their Subcontractors have: a) been found "unfit" to register; b) had their registration suspended or revoked; or c) had their registration expire without renewing.
- C. The Contractor agrees that as required by Labor Law Section 220-e, in case of underpayment of wages or supplements to any worker engaged in the performance of this Contract by the Contractor or any Subcontractor, the City may withhold from the Contractor out of payments due any amount sufficient to pay such worker the differences between the wages and supplements required to be paid by the Labor Law and wages and supplements actually paid such worker for the total number of hours worked plus interest as provided in the Labor Law, and that the City may disburse such amount so withheld by the City for and on account of the Contractor to the employees to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this Paragraph B may be in addition to any other amounts permitted to be retained by the City.
- D. Prevailing Wage Enforcement: The Contractor agrees to pay for the cost of any investigation conducted by or on behalf of the City which discovers a failure to pay prevailing wages by the Contractor or its subcontractor(s). The Contractor also agrees, that should it fail or refuse to pay for any such investigation, the City is hereby authorized to deduct from the Contractor's account an amount equal to the cost of such investigation.
- E. Daily Sign-Out Log Requirements:
- 1) Each day of the Contract Work, the Contractor and its subcontractors shall complete a Daily Sign-Out Log acceptable to the City for all their hourly employees performing work on the Project. In addition, the Contractor and its subcontractors shall insure that all employees listed on the daily log verify the information on the log applicable to them by signing next to their name.
 - 2) The Contractor and its subcontractors shall deliver the Daily Sign-Out Log originals to the Engineer or his representative at a frequency acceptable to that representative. However, the Contractor's and its subcontractors' log submissions must be current before the City will process the Contractor's Requests for Payments for any particular period.
- F. If during the performance of the work a harmful dust hazard is created for the elimination of which appliances or methods have been approved by the Industrial Board of Appeals of the State of New York, such appliances and methods shall be installed, maintained and effectively operated by the Contractor in compliance with Labor Law Section 222-a. If Labor Law Section 222-a is not complied with, the City may void this Contract in which event the City shall have the same rights and remedies as it would have in the case of termination under this Contract in addition to any other rights and remedies of the City.

ARTICLE 37. NON-DISCRIMINATION PROVISIONS

- A. The Contractor agrees, as required by Labor Law Section 220-e of the Labor Law, and the City's Equal Employment Opportunity Policy, as amended, that by signing this Agreement, the Contractor agrees that it, or any person acting on its behalf:
- 1) will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status or sexual orientation, or gender identity with respect to all employment decisions including, but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff, termination, and all other terms and conditions of employment;

- 2) will not discriminate in the selection of Subcontractors on the basis of the owner's, partners' or shareholders' race, color, creed, national origin, sex, age, disability, marital status, or sexual orientation; and
 - 3) will permit the City to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such requirements.
- B. The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any such requirements, such noncompliance shall constitute a material breach of this Contract. The Contractor further understands that, as provided in Section 220-e of the Labor Law, as amended, there may be deducted from the amount payable to it by the City under this Contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which said person was discriminated against or intimidated by reason of race, creed, color, disability, sex, or national origin in violation of the provisions of this contract. The City may impose any or all of the following sanctions:
- 1) disapproval of the Contractor;
 - 2) suspension or termination of this Contract;
 - 3) declaring the Contractor in default; or
 - 4) adoption and adherence to an employment program.
- C. The Contractor understands that, as provided in Section 220-e of the Labor Law, as amended, this Contract may be cancelled or terminated by the City, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this Contract with regard to discrimination on the basis of race, creed, color, disability, sex or national origin. The City may declare any contractor who has repeatedly failed to comply with Section 220-e of the Labor Law non-responsible.

ARTICLE 38. CITY'S RIGHT TO DECLARE CONTRACTOR IN DEFAULT

In addition to those instances specifically referred to in other Articles herein, the City shall have the right to declare the Contractor wholly or partially in default of the work and to terminate the Contract if:

- A. The Contractor becomes insolvent; or if
- B. The Contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York; or if
- C. A voluntary or involuntary petition in bankruptcy be filed by or against the Contractor; or if
- D. The Contractor fails as required by this Contract to commence work when notified to do so by the City; or if
- E. The Contractor shall abandon the work; or if
- F. The Contractor shall refuse to proceed with the work when and as directed by the Engineer; or if
- G. The Contractor shall without just cause reduce its working force to a number which, if maintained, would be insufficient, in the opinion of the City to complete the work in accordance with the approved Progress Schedule, and shall fail or refuse sufficiently to increase such working force when ordered to do so by the City; or if
- H. The Contractor shall subject, assign, transfer, convey or otherwise dispose of this Contract other than as herein specified; or if
- I. A receiver or receivers are appointed to take charge of the Contractor's property or affairs; or if
- J. The City shall be of the opinion that the Contractor is or has been unnecessarily, unreasonably or willfully delaying (i) the performance and completion of the work, or (ii) the award of necessary subcontracts, or (iii) the placing of necessary material and equipment orders; or if
- K. The City shall be of the opinion that the Contractor is or has been willfully or in bad faith violating any of the provisions of this Contract; or if
- L. The City shall be of the opinion that the Contractor is not or has not been executing the Contract in good faith and in accordance with its terms; or if
- M. The City shall be of the opinion that the work cannot be completed within the time herein provided therefore or within the time to which such completion may have been extended; provided, however, that the impossibility of timely completion is, in the Engineer's opinion, attributable to conditions within the Contractor's control; or if
- N. The work is not completed within the time herein provided therefore or within the time to which the Contractor may be entitled to have such completion extended.
- O. The Contractor or its subcontractors' Certificate of Registration New York State Department of Labor under Labor Law Section 220-i. has been suspended, revoked or has expired and is not pending renewal.

- P. Before the City shall exercise the right to declare the Contractor in default by reason of the conditions set forth in Items numbered A, D, E, F, J, K, L, M, N and O the Contractor shall have an opportunity to be heard, on two (2) days notice, at which hearing the Contractor may have a stenographer present; provided, however that a copy of such stenographic notes, if any, shall be furnished to the City.

ARTICLE 39. TERMINATION BY THE CITY

In addition to the right to terminate in the event of a default under Article 38, the City may, at any time, terminate this Contract for the convenience of the City by written notice to the Contractor and in such event:

- A. The Contractor shall upon receipt of such notice, unless otherwise directed by the City:
- 1) stop work on the date specified in the notice;
 - 2) take such action as may be necessary for the protection and preservation of the City's materials and property;
 - 3) cancel all cancelable orders for material, labor and/or equipment;
 - 4) assign to the City and deliver to the site or any other location designated by the City, any non-cancelable orders for material, labor and/or equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract and not incorporated in the work;
 - 5) take no action which will increase the amount payable by the City under this Contract.
- B. On all lump sum contracts, the City will pay the Contractor:
- 1) Its direct cost as hereinafter defined or the fair and reasonable value, whichever is less, for:
 - a) the portion of the work completed up to the time of termination; and
 - b) non-cancelable material and equipment that is not capable of use except in the performance of this Contract and has been specifically fabricated for the sole purpose of this Contract but not incorporated in the work; and
 - 2) Five (5) percent of the direct cost as hereinafter defined; and
 - 3) In addition to the foregoing, the Contractor shall be paid five (5) percent of the difference between the Lump Sum Contract price and the total of all payments made prior to the notice of termination plus all payments allowed pursuant to Paragraph B Subsections 1 and 2 of this Article.
- C. On all unit price Contracts, the City will pay the Contractor:
- 1) For all completed units, the unit price stated in the Contract; and
 - 2) For uncompleted units, payment will be made pursuant to the provisions of Paragraph B Subsections 1 and 2 of this Article.
- D. Direct costs as used in this Article shall mean:
- 1) The actual purchase price of material and equipment plus necessary and reasonable delivery costs; and
 - 2) Actual cost of labor involved in construction and installation at the site; and
 - 3) Actual cost of necessary bonds and insurance purchased pursuant to the requirements of this Contract less any amounts that have been or should be refunded by the Contractor's sureties or insurance carriers.
 - 4) Direct costs shall not include overhead.
- E. In no event shall any payments under this Article exceed the Contract price for such items.
- 1) All payments pursuant to this Article shall be in the nature of liquidated damages and shall be accepted by the Contractor in full satisfaction of all claims against the City arising out of the termination.
 - 2) The City may deduct or set off against any sums due and payable pursuant to this Article, any claims it may have against the Contractor.
- F. All payments pursuant to this Article are subject to audit.

ARTICLE 40. EXERCISE OF THE RIGHT TO DECLARE DEFAULT

The right to declare in default for any of the grounds specified or referred to in Article 38 hereof shall be exercised by sending the Contractor a notice setting forth the ground or grounds upon which such default is declared.

ARTICLE 41. QUITTING THE SITE

Under receipt of such notice in Article 40, the Contractor shall immediately discontinue all further operations under this Contract and shall immediately quit the site, leaving untouched all plant, materials, equipment, tools and supplies then on the site. The site must be made safe and secure from all hazards.

ARTICLE 42. COMPLETION OF THE WORK

- A. The City, after declaring the Contractor in default, may then have the work completed by such means and in such manner, by Contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the

Contractor's plant, materials, equipment, tools and supplies remaining on the site, and also such Subcontractors, as he may deem advisable.

- B. After such completion, the City shall make a certificate stating the expense incurred in such completion, which shall include the cost of re-letting and also the total amount of liquidated damages (at the rate provided for in the Schedule "A" to this General Agreement) from the date when the work should have been completed by the Contractor in accordance with the terms hereof to the date of actual completion of the work. Such certificate shall be binding and conclusive upon the Contractor, his Sureties, and any person claiming under the Contract, as to the amount thereof.
- C. The expense of such completion shall be charged against and deducted out of such moneys as would have been payable to the Contractor if he had completed the work; the balance of such moneys, if any, subject to the other provisions of this Contract, to be paid to the Contractor without interest after such completion. Should the expense of such completion exceed the total sum which would have been payable under this Contract if the same had been completed by the Contractor, any such excess shall be paid by the Contractor to the City upon demand.

ARTICLE 43. PARTIAL DEFAULT

- A. In case the City shall declare the Contractor in default as to a part of the work only, the Contractor shall discontinue such part, shall continue performing the remainder of the work in strict conformity with the terms of the Contract and shall in no way hinder or interfere with any other contractors or persons whom the City may engage to complete the work as to which the Contractor was declared in default.
- B. The provision of this Contract relating to declaring the Contractor in default as to the entire work shall be equally applicable to a declaration of partial default, except that the City shall be entitled to utilize for completion of the part of the work as to which the Contractor was declared in default only such plant, materials, equipment, tools and supplies as had been previously used by the Contractor on such part.

ARTICLE 44. PERFORMANCE OF UNCOMPLETED WORK

In completing the whole or any part of the work the City shall have the power to depart from or change or vary the terms and provisions of this Contract, provided, however, that such departure, change or variation is made for the purpose of reducing the time or expense of such completion. Such departure, change or variation, even to the extent of accepting a lesser or different performance shall not affect the conclusiveness of the City's certificate of the cost of completion referred to in Article 42 hereof, nor shall it constitute a defense to an action to recover the amount by which such certificate exceeds the amount which would have been payable to the Contractor hereunder but for his default

ARTICLE 45. CITY'S RIGHT TO AUDIT AND INSPECTION OF RECORDS

- A. The Contractor shall maintain and keep and shall require any subcontractor to maintain and keep, for a period of at least six (6) years after the date of final acceptance, all records and other data relating to the work.
- B. Contractor's records shall be subject to audit and such records shall include but not be limited to accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's work for the City all of the foregoing hereinafter referred to as "records" shall be open to inspection and subject to audit and/or reproduction by the City or its authorized representative to the extent necessary to adequately permit evaluation and verification of:
 - 1) Contractor compliance with Contract requirements;
 - 2) compliance with the City's business ethics policies set forth herein; and
 - 3) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

Other specific records subject to audit include all information, materials and data of every kind and character such as documents, subscriptions, recordings, computerized information, agreements, purchase order, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information that may in the City's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Contractor's records have been generated from computerized data (whether mainframe, mini-computer, or

PC based computer systems), Contractor agrees to provide the City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange formats.

- C. The City or its designee shall be entitled to audit all of the Contractor's records for a period of six years after final payment or longer if required by law.
- D. Contractor shall require all payees (including those entering into lump sum subcontracts and lump sum major material purchase orders), to comply with the provisions of this Article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Requirements to include flow-down audit provisions in contracts with payees will apply to subcontractors, sub-subcontractors, material suppliers, etc. When working under any type of contract including lump sum agreement, unit price agreements, time and material agreements, cost plus agreements, etc., Contractor will cooperate fully and will cause all payees to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data required by this Article of the Contract.
- E. The City through its authorized representative(s) shall have access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
- F. If an audit inspection or examination in accordance with this article, discloses overpricing or overcharges (of any nature) by the Contractor to the City in excess of one-half of one percent (.5%) of the total Contract billings, in addition to repayment or credit for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

ARTICLE 46. BUSINESS ETHICS

- A. During the course of pursuing contracts with the City and while performing contract work in accordance with this agreement, Contractor agrees to maintain business ethics standards which are aimed at avoiding any real or apparent impropriety or conflict of interest which could be construed to have an adverse impact on the dealings with the City.
- B. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by the City representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, Subcontractors and other third parties paid by Contractor in their relations with the City's current or former employees or employee relatives.
- C. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with the City's best interests. These obligations shall apply to the activities of Contractor employees, agents, subcontractors, etc. in their dealings and relations with the City's current and former employees and their relatives. For example, Contractor employees, agents or subcontractors shall not make or provide to be made any gifts, entertainment, payments, loans, or other considerations to the City's representatives, employees or their relatives.
- D. Contractor agrees to notify the City within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this Article.

ARTICLE 47. INVESTIGATIONS

- A. The Contractor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the City or by an inspector general or other investigatory authority of a Federal, State of New York or governmental agency or conducted by a Federal, State or governmental Agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath.
 - 1) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, State, or any political subdivision or public authority of New York or other public corporation thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State; or,
 - 2) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in any investigation, audit or inquiry by any agency empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the City of by an inspector general or other investigatory authority of a

State or City governmental agency that is a part of interest in, and is seeking testimony concerning the award of or performance under, any transaction, agreement, lease, permit, Contract, or license entered into with the City, the State or other political subdivision or public authority or other public corporation thereof or any local development corporation within the City, or any public benefit corporation organized under the laws of the States, then:

- (a) The City may convene a hearing, upon not less than five (5) days-Notice to the parties involved, to determine if any penalties should attach for the failure of a person to testify.
- (b) If any non-governmental party to such a hearing requests an adjournment, the Contractor agrees for itself and for those acting on its behalf that the City may, upon granting the adjournment, suspend any contract, lease, permit or license pending the final determination pursuant to paragraph E below without the City incurring any penalty or damages.

B. The Contractor agrees for itself and for those acting on its behalf that the penalties which may be imposed by the City after such a hearing and a final determination by the City may include but shall not exceed:

- 1) The disqualification for a period not to exceed five (5) years from the date of such a determination of any person, or any entity of which such a person was a member at the time the testimony was sought, from obtaining any contract lease, permit or license with or from the City; and/or
- 2) The cancellation or termination of any and all existing contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted thereunder, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City's incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

C. The City shall consider and address in reaching its determination and in assessing an appropriate penalty the factors in paragraphs (1) and (2) below. The City may also consider, if relevant and appropriate, the criteria established in paragraphs (3) and (4) below in addition to any other information which may be relevant and appropriate:

- (1) The parties' good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought;
- (2) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity;
- (3) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses; and
- (4) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in any entity subject to penalties under paragraph D above, provided that the party or entity has given actual notice to the City upon the acquisition of the interest, or at the hearing called for in paragraph C (1) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

D. Definitions

- 1) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.
- 2) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.
- 3) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases or permit from or through the City or otherwise transacts business with the City.
- 4) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, owner, other principal or employee.

E. The City in its sole discretion may terminate this Contract upon not less than three (3) days' notice in the event the Contractor fails to promptly report in writing to the City's Police Commissioner or the City's Inspector General any solicitation for money, goods, future employment or other benefit or thing of value by or on behalf of any employee of the City or any other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

ARTICLE 48. CONTRACTOR'S WARRANTIES

In consideration of, and to induce the award of this Contract to it, the Contractor represents and warrants:

- A. That it is financially solvent, and sufficiently experienced and competent to perform the work; and
- B. That the facts stated in its bid and the information provided by it in the Information for Bidders is true and correct in all respects; and
- C. That its principals have read and complied with all the requirements set forth in the Information for Bidders; and
- D. That neither it nor any directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided; and
- E. That in the performance of this Contract, it shall employ no person having such interest or possible interest. No elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or part, from the City treasury, shall participate in any decision relating to this Contract which affects his or her personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested nor shall any such person have any interest, direct or indirect, in this Contract or in the proceeds thereof; and
- F. That the Contractor is familiar with all Federal, State, or other laws, ordinances, orders, rules and regulations, which may in any way affect the work; and
- G. That the Contractor has carefully examined the Contract and the site of the work and that, from the Contractor's own investigations is satisfied as to the nature and location of the work, the character quality and quantity of surface and subsurface materials likely to be encountered, the character or equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials or items which may affect the work; and
- H. That the Contractor is an independent contractor and not an employee of the City. Unless the Contract specifically provides otherwise, the conduct and control of the work shall be entirely the Contractor's responsibility at all times.

ARTICLE 49. CONTRACTOR PERFORMANCE EVALUATION AND CRITERIA

- A. The Engineer will evaluate a Contractor's performance for compliance with contract requirements. A Contractor will be evaluated by the Engineer at least once during performance of the contract ("interim evaluation"). In addition, a Contractor will receive a final evaluation near the completion of the project. A Contractor's overall performance will be rated by the Engineer as either outstanding, very good, satisfactory, marginal or unsatisfactory.
- B. A Contractor's performance will be evaluated by the Engineer pursuant to the following criteria:
 - (1) Quality of work
 - (2) Management
 - (3) Scheduling
 - (4) Adherence to safety, industrial and hygiene requirements
- C. A marginal or unsatisfactory evaluation in any of the elements of the criteria set forth in paragraph B of this section may serve as a basis for a Contractor to receive an overall rating of marginal or unsatisfactory.
- D. A Contractor that receives an overall evaluation of either marginal or unsatisfactory will be given an opportunity to cure any deficiencies or irregularities in its performance.
- E. If a Contractor receives an overall interim evaluation of marginal, the Contractor may be suspended from bidding or subcontracting on future City projects for a period of thirty (30) to sixty (60) days. If a Contractor's interim evaluation is unsatisfactory, the Contractor may be suspended from bidding or subcontracting on future City projects for a period of (30) to ninety (90) days.
- F. If the City determines that a Contractor has failed to provide a cure for the deficiencies or irregularities that resulted in either a marginal or an unsatisfactory interim evaluation, or if the Contractor on a subsequent interim evaluation is rated less than satisfactory, the Contractor will be disqualified from bidding or subcontracting for the remaining term of the contract.
- G. A Contractor that receives an overall marginal, final evaluation will be disqualified from bidding or subcontracting on future City projects for one (1) year. A Contractor that receives an unsatisfactory rating will be disqualified from bidding, contracting or subcontracting on City projects for a period of up to five (5) years.
- H. If a Contractor is disqualified pursuant to a marginal or unsatisfactory evaluation, the Contractor may appeal the evaluation to the Board of Contract and Supply or its designated representative.

ARTICLE 50. CLAIMS AND ACTIONS THEREON

- A. No claims against the City for damages for breach of Contract in compensation for extra work shall be made or asserted in any action or proceeding at law or in equity, unless the Contractor shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims as have been herein provided.
- B. Nor shall any such action or proceeding be instituted or maintained on any such claims unless such action or proceeding be commenced within one (1) year after the date of the filing in the Office of the City Comptroller of the final payment voucher pursuant to Article 30; except that an action or proceeding on a claim for moneys deducted, retained or withheld under the provisions of this Contract or of law, must be commenced within one (1) year after the date of final payment hereunder or after such moneys become due and payable hereunder, whichever is later, and further except that an action or proceeding on a claim based upon the City's exercise of the right to declare the Contractor in default must be commenced within six (6) months after the date the City declared the Contractor in default.
- C. In the event any claim is made or any action brought in any way relating to the Contract herein, the Contractor shall diligently render to the City without additional compensation any and all assistance which the City may require of the Contractor.

ARTICLE 51. NO CLAIM AGAINST OFFICIALS, OFFICERS, AGENTS OR EMPLOYEES

No claim whatsoever shall be made by the Contractor against any official, officer, agent, or employee of the City for, or on account of, anything done or omitted to be done in connection with this Contract.

ARTICLE 52. INVENTIONS, PATENTS AND COPYRIGHTS

- A. The Contractor shall be solely responsible for and shall indemnify the City against any claims and judgments for damages for any infringement of patents, or use of patented articles, tools, materials, equipment, appliances or processes in the performance or completion of the work, including all costs and expenses which the City shall or may incur or be obliged to pay by reason thereof.
- B. Any discovery or invention arising out of or developed in the course of performance of this Contract shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.
- C. No report, document or other data produced in whole or in part with Contract funds shall be copyrighted by the Contractor nor shall any notice of copyright be registered by the Contractor in connection with any report, document or other data developed for the Contract.
- D. If any copyrightable material is developed under, or in the course of performing this Contract, any Federal Agency providing federal financial participation for the Contract shall have a royalty fee, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for governmental purposes.
- E. In no event shall Subsections B, C, and D of this Article be deemed to apply to any report, document or other data, or any invention of the Contractor which existed prior to, or was developed or discovered independently from, its activities related to or funded by this Contract.

ARTICLE 53. SERVICE OF NOTICE

- A. The Contractor hereby designates the business address specified in his bid as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post office box regularly maintained by the United States Postal Service, shall be conclusively deemed sufficient service thereof upon the Contractor as of the date of such delivery or deposit.
- B. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the City.
- C. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a corporation, upon any office or director thereof, or any other methods as provided by law.

ARTICLE 54. UNLAWFUL PROVISIONS DEEMED STRICKEN FROM CONTRACT SEVERABILITY

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

ARTICLE 55. ALL LEGAL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion as to comply strictly with the law and without prejudice to the rights of either party hereunder.

ARTICLE 56. ANTITRUST ASSIGNMENT

The Contractor hereby assigns, sells and transfers to the City of Yonkers all right, title and interest in and to any claims and causes of action arising under the antitrust laws of New York State or of the United States relating to the particular goods or services purchases or procured by the City under this Contract.

ARTICLE 57. FORUM PROVISION CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- A. This Contract shall be deemed executed in the City of Yonkers, State of New York, regardless of the domicile of the Contractor, and shall be governed by and construed in accordance with the laws of the State of New York.
- B. The parties agree that any and all claims asserted by or against the City arising under this Contract or related thereto shall be heard and determined either in the courts of the United States, located in White Plains, New York ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the County of Westchester. To effect this agreement and intent, the Contractor agrees:
 - 1) If the City initiates any action against the Contractor in Federal Court or in New York State Court, service of process may be made on the Contractor either in person, wherever such Contractor may be found, or by registered mail addressed to the Contractor at its address as set forth in this Contract, or to such other address as the Contractor may provide to the City in writing; and
 - 2) With respect to any action between the City and the Contractor in New York State Court, the Contractor hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens; (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside Westchester County.
 - 3) With respect to any action between the City and the Contractor in Federal Court located in White Plains, New York, the Contractor expressly waives and relinquishes any right it might otherwise have to move or transfer the action to a United States Court outside White Plains, New York.
 - 4) If the Contractor commences any action against the City in court located other than in the Westchester County, New York, upon request of the City, the Contractor shall either consent to a transfer of the action to a court of competent jurisdiction located in Westchester County, New York or, if the court where the action is initially brought will not or cannot transfer the action, the Contractor shall consent to dismiss such action without prejudice and may thereafter re-institute the action in a court of competent jurisdiction in Westchester County, New York.
- C. If any provision(s) of this Article is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 58. TAX EXEMPTION

- A. The City is exempt from payment of state, local taxes, and sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into completed Work. These taxes are not to be included in bids. This exception does not apply to tools, machinery, equipment or other property leased by or to the Contractor or to supplies and materials which, even though they are consumed, are not incorporated into the completed work, and the Contractor and subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery equipment or other property and upon all said unincorporated supplies and materials.
- B. The Contractor shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule or regulation.

ARTICLE 59. MERGER CLAUSE

This written agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

ARTICLE 60. MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with **ARTICLE VI OF THE CODE OF THE CITY OF YONKERS** the bidder, by submission of this bid, certifies that if it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder; has business operations in Northern Ireland, such bidder, shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. The bidder shall complete Schedule "D", an executed certificate of compliance with the MacBride Fair Employment Principles signed by the bidder or one of its officers as required.

ARTICLE 61. IRAN DIVESTMENT ACT COMPLIANCE

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 "E", 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.

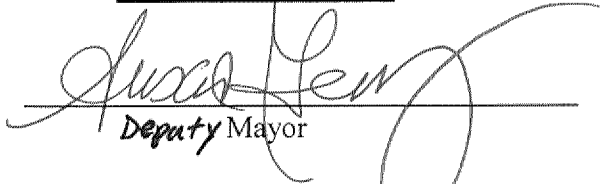
ARTICLE 62. SURVIVAL

The provisions in Articles 10, 13, 19, 20, 45, and 48 shall survive expiration, termination or other cancellation of this Agreement.

IN WITNESS WHEREOF: The Mayor, or his authorized designee, on behalf of the City of Yonkers and the Contractor, have executed this agreement in duplicate for the purposes herein mentioned.

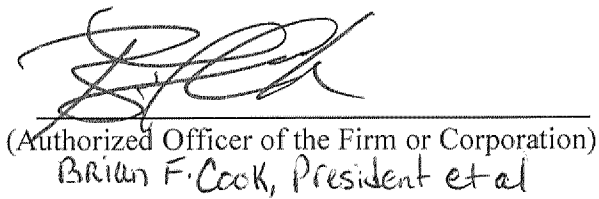
The City of Yonkers

By:


Deputy Mayor

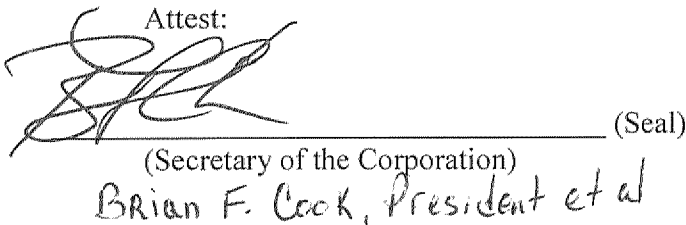
Fred A. Cook Jr Inc
Name of Contractor

By:


(Authorized Officer of the Firm or Corporation)
Brian F. Cook, President et al


Where the Contractor is a Corporation, add:

Attest:


(Secretary of the Corporation)
Brian F. Cook, President et al

(Seal)

APPROVED AS TO FORM


YONKERS CORPORATION COUNSEL
SR. ASSOCIATE

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:

2/11/2025

INITIATING DEPARTMENT:

ENGINEERING

PURCHASING CONTACT - BUYER:

K. SANSEVERE

ACKNOWLEDGEMENT OF THE CITY OF YONKERS

State of New York
County of Westchester
City of Yonkers

ss:

On this _____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the Mayor of the City of Yonkers; executed the foregoing instrument pursuant to a resolution of the City of Yonkers Board of Contract and Supply; and he acknowledged to me that he executed the same for and on behalf of the City of Yonkers for the purposes herein mentioned.

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF New York)
COUNTY OF Westchester)

ss:

On the 31 day of December, in the year 2021, before me personally came Brian F. Cook, to me known, who, being by me duly sworn, did depose and say that he/she resides at 5 Travis Point, Peekskill NY, that he/she is the President et al of Fred A. Cook JR Inc., the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Elizabeth Ann Litz
Notary Public

ELIZABETH ANN LITZ
Notary Public, State of New York
No. 01LI5022903
Qualified in Ulster County
Term Expires January 24, 2026

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)
)
COUNTY OF _____) ss:

On the _____ day of _____, in the year 20____, before me personally came _____, to me known and known to me to be a member of the firm _____; described in and who executed the same for and in behalf of said firm for the uses and purposed mentioned therein.

Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)
)
COUNTY OF _____) ss:

the _____ day of _____, in the year 20____, before me personally same _____, to me known and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged that he /she executed the same.

Notary Public

SCHEDULE "B"
**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: _____

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

5. Are you certified with the Federal Government as a small disadvantaged business concern?

☐ Yes
☒ No

6. Name of Firm/Business Enterprise: _____

Address: _____

Completed By (Print Name/Title): _____

Signature: _____

Fred A. Cook Jr Inc.
3226 Albany Post Rd
Buchanan, NY 10511
Frederic F. Cook, President et al

SCHEDULE "C"

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:

Fred A. Cook Jr Inc.
(Legal Name of Person, Firm or Corporation)

By: [Signature]
(Signature of Authorized Representative)

President et al
(Title)

Dated: 12/31/24

SWORN to before me this 31 day
of December, 2024
Elizabeth Ann Litz
Notary Public

ELIZABETH ANN LITZ
Notary Public, State of New York
No. 01LI5022903
Qualified in Ulster County
Term Expires January 24, 2026

SCHEDULE "D"
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, Brian F. Cook, being duly sworn, deposes and says that he/she is the President et al of the Fred A. Cook Jr 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 31 day
of December, 2024.

Elizabeth Ann Litz
Notary Public

ELIZABETH ANN LITZ
Notary Public, State of New York
No. 01LI5022903
Qualified in Ulster County
Term: Expires January 24, 2026

SCHEDULE "E"
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: Fred A. Cook Jr Inc
(print full legal name)

Date Signed: 12/31/24 Signature: [Signature]

Name of Person Signing Certificate: Brian F. Cook
(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 31 day
of December, 2024
Elizabeth Ann Litz
Notary Public

ELIZABETH ANN LITZ
Notary Public, State of New York
No. 01LI5022903
Qualified in Ulster County
Term Expires January 24, 2026

SUPPLEMENTARY CONDITIONS

U.1 CITY NOT RESPONSIBLE FOR ACCURACY OF SUBSURFACE RECORDS OR INFORMATION

The Contractor admits that he has carefully examined the location of the work, has made special inquiries at the offices of the companies or individuals owning, controlling or operating pipes, conduits, tunnels, tracks and other structures, and he has determined to his satisfaction the character, size, location and length of such pipes, conduits, tunnels, tracks and other structures, and the obligations, if any, of said companies or individuals to protect and remove the same; that he has inspected the public records of the various City Departments having cognizance and control of the City's water pipes, conduits and sewers, and he has made such further personal inspection and investigation as he deemed proper to determine the correctness of the information so obtained; and he clearly understands that the City does not insure the accuracy of such records, reports or information, and agrees that he will not make any claim against the City for damages or extra work caused or occasioned by his relying upon such records, reports or information furnished by any City Department or any companies, either as a whole or in part.

The existing elevations and existing locations shown on the Plans may vary from actual field conditions. The proposed sewers shall be constructed so as to meet existing sewers at outlet and inlet conditions and as directed by the Engineer.

House connections and existing catch basin connections may not be shown on the Contract Plans.

The elevations and locations of underground facilities have been plotted on the Plans by means of the most reliable information available, however, their accuracy is not guaranteed.

Prior to the start of construction the Contractor shall investigate all elevations and locations of all existing inlet and outlet sewers and manholes, water mains, utility facilities, etc. If the actual field locations and elevations vary from those shown on the Plans the Contractor must immediately notify the Engineer in writing.

All of the aforementioned investigations must be performed prior to the start of construction and the cost thereof shall be deemed included in the prices bid for all items of work.

The Contractor's attention is directed to the fact that from time to time revisions and additions are made in the Sewer Design Standards. A copy of the latest Sewer Design Standards may be obtained at the following location:

Department of Engineering
Yonkers City Hall – Room 313
40 South Broadway
Yonkers, NY 10701

All the work shown on the Contract Drawings shall be done in accordance with the latest Specifications and Sewer Design Standards.

U.2 NOTICE TO UTILITY COMPANIES, ETC., TO REMOVE STRUCTURES OCCUPYING PLACE OF SEWER OR APPURTENANCES

The Contractor shall, except as otherwise provided for in **Section U.11**, hereof, give notice in writing to all utility and other companies or individuals owning or controlling any pipes, conduits, tunnels, tracks or other structures which shall be found, upon excavating, to occupy the place of the sewer or sewers and appurtenances thereof to be laid or built as required herein so that said companies or individuals may remove their structures at their expense and he shall not cause any hindrance to or interference with such companies or individuals in removing their structures. However, if said utility, railroad, or other companies or individuals, within five (5) days after receipt of such notice shall fail to remove their structures, the Contractor shall, upon the written approval of the City Engineer, remove the same, it being expressly understood that the cost thereof shall not be a charge against the City, but shall be a matter for adjustment between the Contractor and the company or companies or individuals concerned.

U.3 NOTICE TO UTILITY COMPANIES, ETC., TO SUPPORT, PROTECT, TEMPORARILY REMOVE AND REPLACE STRUCTURES WITHIN LIMITS OF ORDERED EXCAVATION

The Contractor shall, except as otherwise provided for in **Section U.11**, hereof, give notice in writing to all utility and other companies or individuals owning or controlling any pipes, conduits, tunnels, tracks or other structures which shall be found within one (1) foot of

the limits of ordered excavation or otherwise be in interference so that said companies or individuals may protect, support, maintain or temporarily remove and replace their structures, and he shall not cause any hindrance to or interference with any such utility company or companies or individuals in protecting, supporting, maintaining or temporarily removing and replacing main and service pipes, conduits, tunnels, lampposts, lamps, tracks or other structures. The Contractor agrees that he will allow the said company or companies or individuals to take all such measures as are requisite for the purpose aforesaid.

The Contractor shall comply with the provisions of Subpart 53-3 of Rule 53 of the Industrial Code (New York State Department of Labor), latest edition. The City shall not be liable for any costs incurred by the Contractor as a result of the compliance, noncompliance, or improper compliance by the franchised operators of underground facilities, with Subpart 53-3 of Rule 53 of the Industrial Code.

The City shall not be liable for any costs incurred by the Contractor for the support, protection, temporary removal, replacement and maintenance of underground facilities owned by franchised operators of such facilities.

U.4 CONTRACTOR TO MAKE OR ENTERTAIN OFFER TO PROTECT, SUPPORT, TEMPORARILY REMOVE AND REPLACE, PIPES AND OTHER STRUCTURES OF PRIVATE COMPANIES OR INDIVIDUALS

The Contractor agrees, except as otherwise provided in Section U.11, hereof, to confer with and to make an offer to or entertain an offer from such private companies or individuals as own the said pipes, conduits, tunnels, tracks or other structures, and the Contractor further agrees to enter into an agreement with said utility or other companies or individuals by what terms and at what prices the support, protection, maintenance, temporary removal and replacement of the pipes, conduits, tunnels, tracks and other structures will be undertaken and accomplished and in the event of the failure to make such agreement with said companies or individuals he will not complain nor make any demand for additional compensation or pay for supporting, protecting, maintaining, temporarily removing and replacing the said pipes, conduits, tunnels, tracks or other structures.

It is expressly understood that the cost of supporting, protecting, maintaining, temporarily removing and replacing the said pipes, conduits, tunnels, tracks or other structures shall not be a charge against the City, but shall be a matter of adjustment between the Contractor and the company or companies or individuals concerned.

U.5 CONTRACTOR TO PROTECT GAS MAINS, CONDUITS, SUBWAYS, STEAM PIPES, ETC., OWNED BY PRIVATE COMPANIES ALONG AND OUTSIDE OF THE LINE OF ORDERED EXCAVATION

The Contractor agrees to sustain in their places and protect from injury all railroad tracks, gas mains, conduits, subways, steam pipes and pneumatic pipes and all service connections therefrom and all other property belonging to public service companies along the line of the work and outside of the line of ordered excavation from direct or indirect injury by blasting, caving, or otherwise, and he hereby assumes all expenses for direct or indirect damage which may be occasioned by injury to any of them, and he agrees to have a sufficient quantity of timber and other necessary materials and appliances on hand at all times and use the same as required for the sheeting and bracing of sides and ends of excavation and for sustaining and supporting any structures that may be undermined, weakened and endangered or threatened; and in case any damage or injury shall result to said structure through or by reason of any negligence, willfulness, carelessness or want of skill on the part of the Contractor, his agents or servants, the Contractor hereby agrees to pay such amount as shall be sufficient to cover the expenses and damages occasioned thereby, and that such amount shall be charged against him; and the City Engineer is hereby authorized to deduct and retain from any moneys which may be due, or which shall become due under this Contract, a sum sufficient in his judgment to cover the cost of making good any such damages, expenses or loss, and to apply said sum so deducted and retained to the requisite repairs or renewals, or to reimburse the parties damaged or injured.

U.6 CONTRACTOR APPROVES DRAWINGS AND SPECIFICATIONS AS INVOLVING NO DAMAGE TO CITY PROPERTY OR TO PRIVATE BUILDINGS

The Contractor expressly admits and covenants that the Drawings, Specifications and other provisions of this Contract, if the work be done without fault or negligence on the part of the Contractor, do not involve any danger to the fire alarm telegraph system of the City, water mains, hydrants, hydrant connections, duct lines owned, leased or operated by the City, lamps, lampposts, monuments, sewer and water service pipes, sidewalks, curbs, trees or any other city-owned properties or to the foundation walls or vault walls, stoops or other parts of abutting or adjacent private buildings. The Contractor will at his own expense make good any direct or indirect damage that shall be done in the course of construction to any such structures or property through or by reason of the prosecution of the work.

U.7 CONTRACTOR TO NOTIFY CITY DEPARTMENTS

At least forty eight (48) hours before breaking ground for the purpose of constructing the work on this Contract, the Contractor agrees to give notice hereof in writing to each and every City Department owning structures within the limits of the work and obtain their written permission before he disturbs any property or structure under the jurisdiction of these Departments.

U.8 COST OF REMOVAL OF CITY STRUCTURES

Existing trolley tracks, water pipes or appurtenances owned, controlled or operated by the City, or any part of the fire alarm telegraph system of the City, or any duct line or conduit owned, leased or operated by the City, occupying the place of the sewer or sewers and appurtenances to be laid or built as required herein, will be removed and relaid or rebuilt as required by the work of the Contract. The cost thereof shall be included in the prices bid for all the items for which there are Contract Prices unless otherwise specified.

U.9 CONTRACTOR AGREES TO PROTECT CITY STRUCTURES WITHIN THE LIMITS OF, ALONG, AND OUTSIDE THE LIMITS OF ORDERED EXCAVATION

The Contractor agrees to support and to properly protect from injury the City fire alarm telegraph system, all water mains and service water pipes, sewers and appurtenances and conduits or duct lines owned, controlled or operated by the City which may be affected in any manner by the work done under this Contract, except as herein before provided, and to protect all such water and service pipes from freezing. The cost thereof shall be included in the prices bid for all the items for which there are Contract Prices unless otherwise specified. Should it prove necessary to disturb existing traffic signals or street lighting equipment which is the property of the City of Yonkers, the Contractor shall provide temporary signals and street lighting. Upon completion of the work, traffic signals, lamps, lampposts, and accessory equipment shall be restored and temporary facilities shall be removed. Such work shall be accomplished in coordination with the Department of Engineering, Traffic Division and the appropriate utility companies. All costs for connections, disconnections, supply, erection, dismantlement, storage, and restoration of existing facilities shall be included in the prices bid for all Contract Items. Should the Contractor disturb, damage, or relocate any conduits, junction boxes, traffic and/or lampposts, lamps or traffic signals in the streets affected by this work, such damage or relocation shall be immediately repaired with the knowledge of and to the satisfaction of the City. The cost of such work shall be at the sole expense of the Contractor.

U.10 DAMAGED WATER SERVICE PIPES TO BE REPAIRED BY A LICENSED PLUMBER

All water service pipes damaged in the performance of the work under this Contract shall be repaired by a licensed plumber at the expense of the Contractor under the rules and regulations of the City of Yonkers. The Contractor shall obtain all no-fee permits for water service repair.

All water service pipe damaged during construction and requiring repair shall be replaced from the water main to the service box or farthest point of the damage as directed by the Engineer.

U.11 CONTRACTOR TO CARRY OUT AGREEMENT BETWEEN CITY AND RAILROAD COMPANY OR PROPERTY OWNER(S)

If, for the purpose of performing the work or any part thereof required by the Contract, the City has entered into an agreement with any railroad company, or the owner(s) of any property through or across which the work, or any part thereof, is to be constructed, the Contractor agrees to carry on such work or such part thereof, as directed, in accordance with the terms of such agreement, a copy of which is annexed and is hereby agreed upon as forming part of this Contract.

ATTACHMENT B - SCOPE OF WORK

IFB-7363

These Bid Documents describe **the requirements to provide, as required, Televising and Cleaning of Existing Sewer and Drain Appurtenances on an Emergency Basis at Various Locations within the City of Yonkers over a 12-month period.** By mutual consent, this contract may be extended for additional 12-months, at the same prices, terms and conditions, as the original contract.

The City's estimated expenditure over the 12-month period is \$ 300,000.00. However, the City is not obligated to order any services against the resultant contract, it may use some, all, or none of the services listed in these documents. The bidder understands that the estimated expenditure is not in any way guaranteed or represented as correct or intended to be relied upon, and shall not be taken as final and shall form no basis for any claims for damages including, but not limited to, anticipated profits in case it does not correspond with the amount actually ordered.

Scope of Work:

- I The bidder shall furnish all labor, equipment and necessary incidentals required to video inspect and clean various sewer lines under the direction and supervision of the Engineer or Engineer's representative.

Upon notice by the City of Yonkers, the contractor shall supply the necessary equipment and crew within 24 hours of request. However, the City realizes that the contractor may not be available within 24 hours, and in this case, the City shall request the services from Contractor #2 (the second low responsive and responsible bidder).

II LABOR AND EQUIPMENT

2.1 Labor Crew:

TV Truck only - 1 persons (minimum)

Jet Vac Truck - 1 persons (minimum)

TV Truck and Jet Vac Truck - 2 persons (minimum)

Laborer Only – 1 person to assist the crew above, if requested by City Engineer

2.2 Cleaning Equipment:

2.2.1 Provide one high velocity vector-jet rodder truck

Furnish specification and capacities of truck when submitting bid.

2.2.2 Provide grease removal and root cutting equipment for pipe sizes 6" through 18" at all times. Provide protruding tap cutters/cans for pipe sizes 8" through 15" at all times. Provide 200 lf of flex hose for the high velocity vector-jet rodder truck at all times. Provide 200 lf of lateral hose that can adapt to the existing hose of the high velocity vector-jet rodder at all times. When it is necessary to clean pipes greater than 30", a specific request will be made by the Engineer to include larger pipe cleaning equipment.

2.3 Television Equipment:

The television camera used shall be one specifically designed and constructed to inspect various sewer pipe sizes. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera,

television monitor and other components of the video system shall be capable of producing (compatible to Window Media Player) video color picture in good quality acceptable by the Engineer. The equipment shall be supplied with a waterproof camera assembly.

The mirror shall be on a monitor to enable inspection straight ahead and can be rotated 360° to inspect active or inactive Y or T branches as directed by the Engineer. In case of sewer collapse, heavy roots or unpassable obstructions, a crawling T.V. camera will be required to crawl up to the obstruction from both directions for clear pictures of the obstruction.

A mini-camera will be required to be available on the television truck at all times. The mini-camera used shall be one specifically designed and constructed to inspect sewer pipe sizes 6" or less. The push cable for the mini-camera must have at least 250 lf of cable on the reel at all times. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative on 100% humidity conditions. The camera, television monitor and other components of the video system shall be capable of producing DVD (compatible to Windows Media Player) video color picture in good quality acceptable by the Engineer. The equipment shall be supplied with a waterproof camera assembly.

2.4 Water Usage:

2.4.1 The contractor is allowed to use the water from the nearby fire hydrants. The Contractor shall notify the Water Bureau at least 24 hours prior to the start of the work by calling (914) 377-6737.

2.4.2 The contractor shall turn on the fire hydrants very slowly in order to prevent a turbulent movement of rusty water. A pre-approved backflow preventor (RPZ must be attached to every hydrant prior to hooking up to any hoses).

2.4.3 A water permit for multiple hydrant use shall be required. All fees shall be waived.

III EXECUTION

3.1 Sewer Cleaning:

3.1.1. The contractor shall be required to clean the sewers to the extent required by the Engineer. At minimum, the sewer will be cleaned so video inspection can be achieved to the satisfaction of the Engineer. In order to locate buried manholes, structures and blind connections, the contractor must provide a metal detector and a radio transponder at all times.

3.1.2 Where blockages, grease, roots or etc. are restricting flow, the contractor will be required to clean these areas to the satisfaction of the Engineer. Where connections to the sewer main are protruding too far into the area of the pipeline, the contractor will be required to cut and remove the excess pipe from the sewer to the satisfaction of the Engineer.

3.1.3 The contractor shall be required to properly dispose of all material in accordance with all Federal, State, County and City laws. The contractor must submit a "Dump Ticket" for each load.

3.2 Working Hours:

- 3.2.1 The work herein specified shall be performed at hours specified by the Engineer in accordance with the rates bid. The crews shall be required to work eight (8) hours where specified in the City of Yonkers. Any additional time required must be included in the hourly rate bid.

IV SEWER LINE TELEVISION INSPECTION

- 4.1 Prior to the beginning of the cleaning operation, the Contractor shall be required to perform television inspection of the sewer to determine existing conditions prior to work starting.

4.2 Definitions

Digital Inspection - Operation necessary to complete a true-color audio-visual inspection for verification of existing internal sewer line conditions. The Contractor shall furnish all labor, materials, equipment, tools and other incidental services to digitally formatted inspection.

MPEG - MPEG (pronounced M-peg), which stands for Moving Pictures Expert Group, is the nickname given to a family of International Standards used for coding audio-visual information in a digital compressed format. For purposes of this specification, MPEG shall be defined as an ISO-MPEG Level 1 standard (MPEG-1, MP4, AVI, etc) digital audio-visual coding having a resolution of 352 pixels (x) by 240 (y) and an interlaced frame rate of thirty (30) frames per second. All MPEG codings shall be named using .mpg (mp4, avi, wmv, etc) as the file extension.

USB – USB Flash Drive, USB Memory Card, USB Jump Drive. For the purposes of this specification, A flash drive is a data storage device that includes flash memory with an integrated USB interface. A typical USB drive is removable, rewritable, and smaller than an optical disc, and usually weighs less than 30 g.

4.3 Equipment:

The Contractor shall furnish the digital scanning studio, audio-visual encoding equipment/ software, and other necessary equipment, materials, electricity, labor, technicians, as required to perform the inspections.

The digital scanning equipment shall be capable of inspecting a minimum of one thousand (1,000) linear feet of sewer line, when entry into the sewer can be accessed from the upstream and downstream manhole. When entry is at one end only, the equipment shall be capable of inspecting one thousand (1,000) linear feet by a self-propelled unit. The inspection equipment shall be capable of clearly scanning the interior of a 6-inch diameter sewer and all larger sizes up to and including eighty-four (84) inches in equivalent diameter.

The scanning equipment shall be transported in a stable condition through the sewer line under inspection. Throughout the inspection, the scanning equipment shall be positioned with the unit directed along the longitudinal axis of the sewer.

The equipment used for the sewer line inspection shall be specifically designed and constructed for pipeline inspection. The unit shall be waterproof and shall be operative in any conditions that may

be encountered in the inspection of service laterals and sewer line defects. The scanning equipment shall be capable of a three hundred sixty degree (360°) rotational scan and the tilt arc must not be less than two hundred twenty-five degrees (225°) unless otherwise approved by the Engineer. The adjustment of the remote controlled focus and iris shall provide a minimum focal range of three (3) inches in front of the scanning units lens. The distance along the sewer in focus from the initial point of observation shall be a minimum of twice the vertical height of the sewer. The point of observation shall be a minimum of twice the vertical height of the sewer. The illumination system must be adjustable and such that it will allow an even distribution of the light around the sewer perimeter without the loss of contrast, flare out of picture, or shadowing. The view shall be transmitted to a monitor of not less than fourteen (14) inches in size. The equipment shall be capable of receiving and transmitting a picture of not less than four hundred sixty (460) Lines of Horizontal Resolution. The travel speed of the inspection unit (through the sewer) shall be uniform and shall not exceed the maximum speed of thirty (30) feet per minute or as ordered by the Engineer.

The Contractor shall test the equipment to verify the picture quality. The equipment manufacturer's recommendation shall be used to clearly differentiate between the following colors: white, yellow, cyan, green, magenta, red, blue and black.

The digital inspection equipment shall be of such quality as to enable the following to be achieved:

- 4.3.1 Color: With the monitor adjusted for correct saturation, the six colors plus black and white shall be clearly resolved with the primary and complementary colors in order of decreasing luminance.
- 4.3.2 Linearity: The background grid shall show squares of equal size, without convergence/divergence over the whole of picture. The center circle shall appear round and have the correct height/width relationship (+/-5%)
- 4.3.3 Resolution: The live picture must be displayed on a digital monitor capable of providing a clear, stable image free of electrical interference with a minimum horizontal resolution not less than four hundred sixty (460) lines.
- 4.3.4 Color Consistency: To ensure that the unit shall provide similar results when used with its own illumination source, the lighting shall be fixed in intensity prior to commencing the survey. In order to ensure color consistency no variation in illumination shall take place during the inspection.
- 4.3.5 The inspection monitor display shall incorporate an automatically updated record in feet and tenths of a foot of the distance along the line from the cable calibration point to the lens of the camera. The relative positions of the two points should also be noted. The Contractor shall use a suitable metering device that enables the cable length to be accurately measured; this shall be accurate to +/-1% or six (6) inches, whichever is greater. The Contractor shall demonstrate that the tolerance is being achieved by wheel measurement between manholes on the surface. This accurate measurement must be included on each computer generated digital assessment report.

4.4 Digital Audio-Visual Recording

Visual Recording: Continuous digital recordings of the inspection view as it appears on the monitor shall be stored. It is intended that a digital recording will be made of the complete pipe inspection. The recording shall also be used as a permanent record of defects. The recording shall be MPEG-1 and shall comply with ISO/IEC 11172 MPEG 1 Specifications. The digital encoding shall include both sound and visual information that can be reproduced with an image equal to the quality of the original picture on the monitor. Compression rate shall be 1.5 Mb/s. The replay of the compressed video information, when reviewed on Windows Media Player Version 6.4 or higher, shall be free of electrical interference and shall produce a clear stable image. The audio portion of the composite digital coding shall be sufficiently free of electrical interference and background noise to produce an oral report that is clear and completely and easily discernible. The operator shall pause the digital recording at any time that there is a delay in the inspection, the pause shall in no way affect, freeze or interrupt the replay of the video and shall not close the video file during the inspection. The operator shall store a single video file for each inspection. The data shall be time coded using the elapsed time from the video file. The elapsed time specifications shall comply with PACP requirements. The naming of the video file shall be automatic and shall match the inspection file name.

The audio portion of the inspection report shall include the location or identification of the section, manhole-to-manhole direction of travel, and the distance traveled on the specific run encountered. The digital scanning equipment shall be continuously connected to the monitoring equipment. The digital scanning unit and monitoring equipment shall have the built-in capability to allow the Engineer to instantly review both the audio and visual quality of the recordings at all times during the assessment survey.

Separate MPEG files shall be created for each sewer line segment. In case of a reverse setup, such inspection shall be stored in a separate MPEG file. MPEG files and the data inspection files shall be written to USB media for delivery to the Engineer. Multiple MPEGs may exist on each USB. Each USB shall be labeled, at a minimum, with the following information: Contract Number, Job Number, Job Site and Date Began.

MPEG files shall be named according to the following file specification:

- 4.4.1 [UPSTREAM MANHOLE NUMBER A - DOWNSTREAM MANHOLE NUMBER B].mpg
(e.g. for recording from upstream Manhole No. 6 to downstream Manhole No. 7 file shall be labeled [MH NO 6 - MH NO 7].mpg)
- 4.4.2 [UPSTREAM MANHOLE NUMBER A - DOWNSTREAM MANHOLE B].mpg for a Reverse Inspection (e.g. for recording a reverse inspection from upstream Manhole No. 6 to downstream Manhole No. 7 file shall be labeled [MH NO 6 - MN NO 7].mpg)

V INSPECTION REPORTS:

- 5.1 Inspection Report: The Contractor shall complete an evaluation report covering the inspection and the information acquired. The reports shall include an Observation Report. Cross Section Report and a Plan View Report provided by a data management software system approved by the Engineer.
- 5.2 Data shall be delivered in electronic format in accordance with PACP data structure developed by NASSCO.
- 5.3 In addition to any paper documents, all inspection reports shall be furnished in electronic PACP data exchange format. Data files and digital video files shall be linked on same USB.
- 5.4 Digital Data Display: At the start of each sewer length being surveyed, the length of pipeline from zero up to the cable calibration point shall be recorded and reported in order to obtain a full record of the sewer length. The length entered on the data display must allow for the distance from the start of the survey to the cable calibration point (present position), such that the footage at the start of the survey is zero. In the case of surveying through a manhole where a new Task Order is required, the distance shall be set at zero with the digital view focused on the outgoing pipe entrance from the center of the manhole.
- 5.5 Inspection Record: At the start of each manhole length, a data generator shall electronically generate and clearly display on the viewing monitor and digital recording, a record of data in alphanumeric form containing the information entered into the Task Order.
- 5.6 Once the survey of the pipeline is under way, specific data shall be continuously displayed on the viewing monitor and the MPEG1 file. The size and position of the data display shall be such as not to interfere with the main subject of the picture yet shall always be easily readable when the recording is displayed. It must be possible to move the data on the video screen to ensure continual ability to read the data on the screen. At minimum, the following data shall be displayed:
 - 5.6.1 Automatic update of the scanning units position shown in feet
 - 5.6.2 Upstream manhole and downstream manhole reference numbers
 - 5.6.3 Observations and defects entered by the Technician during the Inspection (i.e., service connections, water infiltration from joints, etc.)
- 5.7 Each sewer length, i.e., the length of sewer between two consecutive manholes, shall be entered on a separate data file. Where a contractor elects to "pass through" a manhole during an inspection survey, he shall start a new data file at the manhole "pass through" and shall re-set the distance to zero.
- 5.8 All Audio-Visual Digital Recordings, collected data and reports made during the inspection shall become the property of the City of Yonkers and shall be delivered to the Engineer not more than ten (10) business days after the completion of the television inspection and Digital Audio-Visual Recording. The experienced supervisor, Contractor and the City representative present at the time of the television inspection shall sign the report.

5.9 A copy of the report shall be furnished to the Engineer. The report shall include but not be limited to:

- 5.9.1 Route sheet (including but not limited to street names, north arrow, location of manholes and numbering of manholes);
- 5.9.2 Permanent visual record including USBs of the sewers televised (photos keyed to route sheet);
- 5.9.3 Text and/or summary

VI MAINTENANCE AND PROTECTION OF TRAFFIC

Vendor shall supply equipment, materials and manpower for maintenance and protection of traffic as required by NYS Manual on Uniform Traffic Control Devices. Cost for this work shall be included in each of the prices bid for items 1 through 5.

VII INVOICING:

Vendor shall provide an original invoice with the following information:

Date of Service, Location, Time Began, Time Ended, Person who Authorized Service, Project Manager at site. Vendor shall also list: Number of Manpower used, Hours worked, Rate Applied as per Contract. Full detail of what was performed and documentation as outlined in bid specification.

ATTACHMENT A - BID SCHEDULE OF PRICES – BID NO. IFB-7363

TELEVISIONING & CLEANING OF EXISTING SEWER & DRAIN APPURTENANCE ON AN, AS NEEDED, EMERGENCY BASIS AT VARIOUS LOCATIONS THROUGHOUT THE CITY OF YONKERS

Bidders are to provide the following information for the uniform comparison of bids; however, the award will be based on the total cost of Item No. 5 & 6 below.

ITEM NO.	LABOR CREW REQUIREMENT	NUMBER OF TRUCKS REQUIRED	HOURLY RATE 1-8 HOUR DAY MONDAY-FRIDAY	HOURLY RATE 1 - 8 HOUR DAY SATURDAY	HOURLY RATE 1 - 8 HOUR DAY SUNDAY	OVERTIME HOURLY RATE
1	2 PERSONS (MINIMUM)	1 - TV TRUCK & 1 - JET VAC TRUCK	\$ 415.00	\$ 585.00	\$ 650.00	\$ 585.00
2	1 PERSON (MINIMUM)	TV TRUCK – ONLY	\$ 250.00	\$ 325.00	\$ 350.00	\$ 325.00
3	1 PERSON (MINIMUM)	JET VAC TRUCK ONLY	\$ 260.00	\$ 350.00	\$ 395.00	\$ 350.00
4	1 LABORER ONLY	N/A	\$ 125.00	\$ 170.00	\$ 195.00	\$ 170.00
All labor rates shall include labor, travel time, dump and cleanup time as per specification attached.						

• FOR BID AWARD PURPOSES ONLY					
			HOURLY RATE 1 - 8 HOUR DAY MONDAY-FRIDAY DAY	ESTIMATED NUMBER OF HOURS REQUIRED ANNUALLY	TOTAL
5	2 PERSONS (MINIMUM)	1-TV TRUCK & 1-JET VAC TRUCK	\$ 415.00	800 HOURS	\$ 332,000.00
6	1 PERSON (MINIMUM)	1-TV TRUCK ONLY	\$ 250.00	350 HOURS	\$ 87,500.00
Grand Total:					\$ 419,500.00

Pricing: All prices must be firm for the contract term, i.e., price adjustments are not allowed. The Unit Prices shall include all costs incidental to providing the services specified, including: materials, labor, equipment, fees, overhead, travel time, dump and clean up time, and profit.

Contract Award: This bid shall be awarded to the two lowest responsive and responsible bidders for Item No. 5 & 6, except as otherwise permitted by law.

TOTAL BID - ITEMS 5 to 6, INCLUSIVE

PLEASE PRINT

WRITTEN IN WORDS: Four hundred nineteen thousand five hundred Dollars CP Cents
no red

WRITTEN IN FIGURES: \$419,500.00

LEGAL NAME OF BIDDER: Fred A. Cook Jr Inc

ADDRESS: 3226 Albany Post Rd
Buchanan, NY 10511

PREPARED BY: Brian F. Cook

TITLE: President et al

TELEPHONE NO.: 914 739-3300

MOBILE NO.: 914 424-9010

EMAIL: BCOOK@fredcook.com

DATE: 12/31/24

SCHEDULE "A" to the GENERAL AGREEMENT

Bid No.: IFB-7363

Contract No. _____

Description:

<u>Reference</u>	<u>Item</u>	<u>Requirement</u>
Information for Bidders Section VII	Bid Security	<u>5</u> % of Bid Amount
Information for Bidders Section: VII	Performance/ Payment Security	<u>100</u> % of Contract Amount
Agreement Article 6	Time of Completion	Total Consecutive Calendar Days <u>365</u>
Agreement Article 6	Liquidated Damages	For Each Consecutive Calendar Day Over Completion Time <u>\$0</u>
Agreement Article 17	Subcontracts	Not to Exceed 49% of the Contract
Agreement Article 19	Insurance	See below
Agreement Article 20	Maintenance Deposit	(a) 1% of Contract Amount (b) Other _____

Where indicated by an (x), Insurance in the amounts specified below are required under this Contract.

(x)	Worker's Compensation	Statutory
(x)	Employer's Liability	\$1,000,000 each Accident

(x) Commercial General Liability – Combined Single Limit-Bodily Injury and Property Damage:

\$1,000,000 per occurrence

\$1,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate

\$25,000 Maximum Deductible

(x) Automobile Liability – Combined Single Limit – Bodily Injury and Property Damage:

\$1,000,000 per person each occurrence for Bodily Injury

\$100,000 per occurrence Property Damage

The following coverage must be provided:

(x) Comprehensive (x) Owned (x) Hired (x) Non-Owned

In addition, if indicated by an (x), the following hazards must be covered:

☐ Excess Insurance _____

☐ Other _____

(x) Additional Named Insured:

City of Yonkers

☐ Others: XXXXX.

BID AND BIDDER'S AFFIDAVIT

Bid No.: **IFB-7363**

By submission of this bid and the execution of the Bidder's Affidavit, the Bidder hereby submits a binding offer to furnish all required work and meet all other obligations set forth in the Contract Documents, and all addenda thereto, whether received by the undersigned or not; for the total sum indicated below:

Bid Amount: four hundred nineteen thousand
five hundred Dollars, 00 Cents
(printed or typed in words)

\$ 419,500.00
(Total Bid in Figures)

By submission of this bid, the Bidder acknowledges that it has read all the contents of this document including the Important Information for Bidders, Information for Bidders, Schedule "A", General Agreement, General Conditions, Supplementary Conditions, Engineering Department Rules and Regulations, Technical Construction Specifications, Drawings, the Prevailing Wage Schedule for Article 8 Public Work Project (PRC# **2024015587**), all Schedules, and all addenda, if any.

Bid Made by:
(Firm Legal Name) Fred A. Cook Jr. Inc.
Address: 3820 Albany Post Rd, Buchanan, NY 10511
By: [Signature] Brian F. Cook President et al
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: 914-739-3300 Mobile: 914-424-9010
Tax ID Number: 13-2821402 Date: 12/31/24
Email: BCOOK@FredCook.Com

The Bidder's authorized representative on this Project shall be:

[Signature] Brian F. Cook, President et al

Additionally, by submission of this bid and the execution of the Bidder's Affidavit each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies on behalf of its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- A. The prices in the 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 the 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;

FORM OF BID BOND

City of Yonkers
Bureau of Purchasing

Yonkers City Hall
Yonkers, New York 10701

BID NO.: IFB-7363

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Fred A. Cook Jr., Inc. 3226 Albany Post Rd., Buchanan, NY 10511
(Bidder's Legal Title)

as principal and Berkley Insurance Company, 475 Steamboat Road, Greenwich, CT 06830
(Surety's Legal Title)

as Surety, are hereby held and firmly bound unto the City of Yonkers, Yonkers City Hall, Yonkers, N.Y. in the penal sum of

Five Percent of Amount Bid Dollars

(\$ 5%)
or in the full and just sum of the difference between the total bid of the Principal and the total bid of the Bidder submitting the next lowest bid, whichever sum shall be higher, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Executed this 8th day of January, 2025.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Yonkers, Yonkers City Hall, Yonkers, N. Y., a certain bid, attached hereto and made a part hereof to enter into a Contract in writing for the construction
of Televising & Cleaning of Sewer & Drain Appurtenances - As Needed

located at Westchester County, NY.

NOW, THEREFORE,

- (A) If said bid shall be rejected or in the alternate
- (B) If said bid shall be accepted and the Principal shall furnish a bond for the faithful performance of said Contract by the Principal, and for the payment of said persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.
- (C) The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and said Surety's bond in no way shall be impaired or affected by any extension of

time within which the City may accept such bid; and said Surety does hereby waive notice of any such extension.

- (D) In the event that the Bid of the Principal shall be accepted and the Contract be awarded to him or her, the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the City, to write the Performance and Payment Bonds in the form set forth in Contract Documents herein.

IN THE WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by the proper officers, the day and year first set forth above.

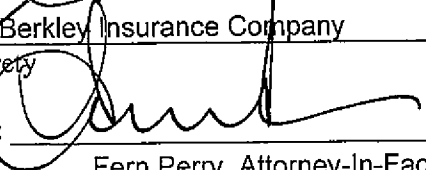
(SEAL)

Fred A. Cook Jr., Inc.
Principal

By: 

Berkley Insurance Company
Surety

(SEAL)

By: 
Fern Perry, Attorney-In-Fact

(BID BOND – Bid # IFB-7363)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF New York)

CITY OF Buchanan) ss:

On the 9th, day of January in the year 2025 before me personally came
Brian F. Cook to me known (or proved to me on the basis of satisfactory evidence), who, being
by me duly sworn, did depose and say that he/she resides at
5 Travis Point, Peekskill, NY, that he/she is the
President et al of Fred A. Cook Jr., Inc., the corporation described
in and which executed the above instrument, and that he/she signed his/her name thereto by order of the Board of
Directors of said corporation.

Elizabeth Ann Litz
Notary Public

ELIZABETH ANN LITZ
Notary Public, State of New York
No. 01LI5022903
Qualified in Ulster County
Term Expires January 24, 2026

(BID BOND – Bid # IFB-7363)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year 20____, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence), and known to me to be a member of firm _____; described in and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

(BID BOND – Bid #)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year 20____, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence) and known to me to be the person described in and who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

Notary Public

(BID BOND – Bid # IFB-7363)


ATTORNEY IN FACT ACKNOWLEDGEMENT

STATE OF New York)

CITY OF Plainview) ss:

On the 8th day of January in the year of 2025, before me personally came Fern Perry the attorney in fact of Berkley Insurance Company the Company named in the foregoing contract, to me known to be the individual described in and who, as such attorney, executed the foregoing contract, and acknowledged that he/she executed the same as the Act and deed of the said party or parties; therein described as Consultant, and for the purpose therein mentioned, by virtue of a power of attorney duly executed and acknowledged by the said party or parties, bearing date the 8th day of January 2025; that said powers of attorney is still in full force.

Peter Henry
Notary Public State Of New York
No. 61HE4784829
Qualified In Nassau County
Commission Expires: January 31, 2016



Notary Public

ACKNOWLEDGEMENT OF SURETY

STATE OF New York)

CITY Plainview) SS:

On this 8th day of January in the year 2025, before me personally came
Fern Perry to me known, who, being by me duly sworn, did
depose and say that he/she resides at
255 Executive Drive, Plainview, NY 11803, that he/she is the
Attorney-In-Fact of Berkley Insurance Company
, the corporation described in and which executed the above instrument; and that
he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Peter Henry
Notary Public State Of New York
No. 01HE4784829
Qualified In Nassau County
Commission Expires: January 31, 2016

NOTARY PUBLIC

(BID BOND – Bid # **IFB-7363**)

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Peter T. Henry; Robert Finnell; Jennifer L. Johnston-Ogeka; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of March, 2023.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafer
Jeffrey M. Hafer
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of March, 2023, by Ira S. Lederman and Jeffrey M. Hafer who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Witness my hand and seal of the Company, this 8th day of January, 2025.



Vincent P. Forte
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2023

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 15,962,571
Common & Preferred Stocks	5,237,203
Cash & Short Term Investments	1,115,920
Premiums Receivable	2,668,092
Other Assets	<u>4,315,866</u>
<u>Total Admitted Assets</u>	<u>\$ 29,299,653</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 14,815,670
Unearned Premium Reserves	4,692,755
Other Liabilities	<u>1,015,089</u>
<u>Total Liabilities</u>	<u>\$ 20,523,514</u>
Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,980,072
Unassigned Surplus	<u>5,753,056</u>
<u>Total Policyholders' Surplus</u>	<u>\$ 8,776,138</u>
<u>Total Liabilities & Surplus</u>	<u>\$ 29,299,653</u>

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. 3A-049

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

FRED A. COOK JR., INC.
3226 ALBANY POST ROAD
BUCHANAN, NY 10511

PERMIT TYPE:

☐ NEW
☐ RENEWAL
☒ MODIFICATION

CONTACT NAME: BRIAN F. COOK
COUNTY: WESTCHESTER
TELEPHONE NO: (914)739-3300

EFFECTIVE DATE: 07/01/2024
EXPIRATION DATE: 04/30/2025
US EPA ID NUMBER: NYD010951986

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY:

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
ALBANY CO SD NORTH WWTP	ALBANY , NY	Grease Trap Waste Septage only (residential) Residential Raw Sewage including Portable Toilet Waste	
BEACON (C) WPCP	BEACON , NY	Septage only (residential)	
BELLFIELD AT HISTORIC HYDE PARK	HYDE PARK , NY	Septage only (residential) Residential Raw Sewage including Portable Toilet Waste	
Clear Flo Technologies Inc	Lindenhurst , NY	Non-Hazardous Industrial/Commercial Grease Trap Waste Sludge from Sewage or Water Supply Treatment Plant	
DANBURY WPCP	DANBURY , CT	Grease Trap Waste Septage only (residential)	
Fred A. Cook Jr. Inc.	Buchanan , NY	Grease Trap Waste Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
HAWTHORNE MANHOLE (WESTCHESTER NEW ROCHELLE , NY CO DEF)		Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes	
Lang Industries Inc	Narrowsburg , NY	Grease Trap Waste	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NOTE: By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the Environmental Conservation Law, all applicable regulations, and the General Conditions printed on the back of this page.

ADDRESS:

New York State Department of Environmental Conservation
Division of Materials Management - Waste Transporter Program
625 Broadway, 9th Floor
Albany, NY 12233-7251

AUTHORIZED SIGNATURE: Laura Stevens Digitally signed by Laura Stevens
Date: 2024.07.02 13:41:45 -0400 Date: ____/____/____

Bond # 0262371

PERFORMANCE BOND

City of Yonkers
Bureau of Purchasing

Yonkers City Hall
Yonkers, New York 10701

BID NO.: IFB-7363

KNOW ALL MEN BY THESE PRESENTS;

That Fred A. Cook Jr., Inc., 3226 Albany Post Road, Buchanan, NY 10511
(Here insert the name and address or legal title of the contractor)

as Principal, (hereinafter called "Principal"), and Berkley Insurance Company

475 Steamboat Road, Greenwich, CT 06830
(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Yonkers, City Hall, Yonkers, New York 10701, as obligee, (hereinafter called the "City"), in the amount of

Four Hundred Nineteen Thousand Five Hundred and 00/100 Dollars

(\$ 419,500.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has entered into a contract with the City for the construction of
Provide Televising & Cleaning of Sewer & Drain Appurtenances, Contract No. 2025-00000627 located at
City of Yonkers/Yonkers Public Schools in accordance with drawings
and specifications which are made a part hereof and which Contract is by reference made a part hereof, and
is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his/her or its representatives or assigns, shall well and faithfully perform the said contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, and shall fully defend, indemnify, and save harmless the City from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the City for all outlay and expense which the City may incur in making good any such default, then this obligation shall be void, otherwise the same to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the City, to fully perform and complete the work to be performed under the contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Principal fails or neglects to successfully perform and complete such work. The Surety further agrees to commence such work of completion within twenty (20) days after written notice thereof from the City and to complete such work within such time as the City may fix.

The Surety, for value received, for itself and its successors and assigns hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the said contract or the work to be performed thereunder or by any payment thereunder before the time required therein, or by any waiver of any provisions, thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or by any moneys due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontract and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees subcontractors, and other transferee's shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

Signed as of this 24th day of February 2025
IN THE PRESENCE OF:

Fred A. Cook Jr., Inc.

(Principal)

(Signature)

(Title)

Berkley Insurance Company

(Surety)

(Signature)

Fern Perry, Attorney-In-Fact

(Title)

(PERFORMANCE BOND - Bid # IFB-7363)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF New York)

CITY OF Buchanan) ss:

On the 26th day of February in the year 2025, before me personally came Brian F. Cook to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did depose and say that he/she resides at 5 Travis Point, Peekskill, NY 10566, that he/she is the President et al of Fred A. Cook Jr., Inc., the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Elizabeth Ann Litz
Notary Public

(PERFORMANCE BOND – Bid # IFB-7363)

ELIZABETH ANN LITZ
Notary Public, State of New York
No. 01LI5022903
Qualified in Ulster County
Term Expires January 24, 2026

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)

CITY OF _____) ss:

On the ____ day of _____ in the year 20____, before me personally came _____, to me known and known (or proved to me on the basis of satisfactory evidence), to me to be a member of firm _____; described in and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she executed the foregoing instrument; and that he/she duly acknowledged to me that he/she executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

(PERFORMANCE BOND – Bid # IFB-7363)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year 20____, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence) and known to me to be the person described in and who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

Notary Public

(PERFORMANCE BOND – Bid # IFB-7363)


ATTORNEY IN FACT ACKNOWLEDGEMENT

STATE OF New York)

CITY OF Plainview) ss:

On this 24th day of February 2025, before me personally came
Fern Perry the attorney in fact of
Berkley Insurance Company the Company named in the foregoing contract, to me
known to be the individual described in and who, as such attorney, executed the foregoing contract, and
acknowledged that he/she executed the same as the Act and deed of the said party or parties; therein described as
Consultant, and for the purpose therein mentioned, by virtue of a power of attorney duly executed and acknowledged
by the said party or parties, bearing date the 24th day of February 2025; that said powers of
attorney is still in full force.

(PERFORMANCE BOND - Bid # IFB-7363)


Notary Public


Peter Henry
Notary Public State Of New York
No. 01HE4784829
Qualified In Nassau County
Commission Expires: January 31, 2026

ACKNOWLEDGEMENT OF SURETY

STATE OF New York)

CITY Plainview) ss:

On this 24th day of February in the year 2025, before me personally came
Fern Perry to me known, who, being by me duly sworn, did depose and
say that he/she resides at 255 Executive Drive, Plainview, NY 11803, that he/she is the
Attorney-In-Fact of Berkley Insurance
Company, the corporation described in and which executed the above instrument; and that he/she signed
his/her name thereto by order of the Board of Directors of said corporation.


NOTARY PUBLIC OR COMMISSIONER OF DEEDS

(PERFORMANCE BOND Bid # IFB-7363)

Peter Henry
Notary Public State Of New York
No. 01HE4784829
Qualified In Nassau County
Commission Expires: January 31, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Peter T. Henry; Robert Finnell; Jennifer L. Johnston-Ogeka; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of March, 2023.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of March, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



Given under my hand and seal of the Company, this 24th day of February, 2025.

Vincent P. Forte
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET

DECEMBER 31, 2023

(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 15,962,571
Common & Preferred Stocks	5,237,203
Cash & Short Term Investments	1,115,920
Premiums Receivable	2,668,092
Other Assets	<u>4,315,866</u>
<u>Total Admitted Assets</u>	<u>\$ 29,299,653</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 14,815,670
Unearned Premium Reserves	4,692,755
Other Liabilities	<u>1,015,089</u>

<u>Total Liabilities</u>	<u>\$ 20,523,514</u>
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Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,980,072
Unassigned Surplus	<u>5,753,056</u>

<u>Total Policyholders' Surplus</u>	<u>\$ 8,776,138</u>
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<u>Total Liabilities & Surplus</u>	<u>\$ 29,299,653</u>
--	----------------------

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

LABOR AND MATERIAL PAYMENT BOND

City of Yonkers
Bureau of Purchasing

Yonkers City Hall
Yonkers, New York 10701

BID NO.: IFB-7363

KNOW ALL MEN BY THESE PRESENTS;

That Fred A. Cook Jr., Inc., 3226 Albany Post Road, Buchanan, NY 10511
(Here insert the name and address of legal title of the Contractor)
as Principal, (hereinafter called "Principal"), and Berkley Insurance Company
475 Steamboat Road, Greenwich, CT 06830
(Here insert the legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Yonkers, Yonkers City Hall, Yonkers, New York 10701, as Obligees, (hereinafter called the City), in the amount of

Four Hundred Nineteen Thousand Five Hundred and 00/100 Dollars

(\$ 419,500.00)
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assign, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has by written agreement dated February 19, 2025 entered into a contract with the City for the construction of Provide Televising & Cleaning
of Sewer & Drain Appurtenances, Contract No. 2025-00000627

Located at City of Yonkers/Yonkers Public Schools in accordance with drawings and specifications which are made a part hereof and which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligations shall be void; otherwise such obligation shall remain in full force and effect, subject, however to the following conditions:

1. A claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the City that every claimant as herein defined, ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due

claimant, and have execution thereon. The City shall not be liable for the payment of any costs or expenses of any such suit.

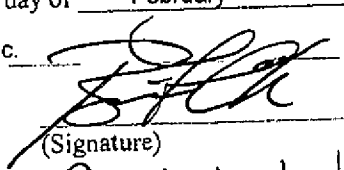
3. No suit or action shall be commenced hereunder by any claimant:

- (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two (2) of the following: 1) the Principal, 2) the City, 3) the Surety named above, within one hundred-twenty (120) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be serviced by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, the City or Surety, at any place where an office is regularly maintained by said Principal, the City or Surety for the transaction of business, or serviced in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.
- (b) After the expiration of two (2) years following the date on which Principal ceased work of said Contract, however, if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to the equal to the minimum period of limitation permitted by such law.
- (c) Other than in State court competent jurisdiction in and for the country or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed as of this 24th day of February 20 25

IN THE PRESENCE OF: Fred A. Cook Jr., Inc.
(Principal)


(Signature)

President et al
(Title)

Berkley Insurance Company
(Surety)


(Signature)

Fern Perry, Attorney-In-Fact
(Title)

(LABOR & MATERIAL PAYMENT BOND - Bid # IFB-7363)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF New York)
CITY OF Buchanan) ss:

On the 26th day of February in the year 2025, before me personally came Brian E. Cook to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did depose and say that he/she resides at 5 Travis Point, Peekskill, NY 10566, that he/she is the President et al of Fred A. Cook Jr., Inc., the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Elizabeth Ann Litz
Notary Public

ELIZABETH ANN LITZ
Notary Public, State of New York
No. 01LI5022903
Qualified in Ulster County
Term: Expires January 24, 2026

(LABOR AND MATERIAL PAYMENT BOND – Bid # IFB-7363)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)

CITY OF _____) ss:

On the ____ day of _____ in the year 20____, before me personally came _____, to me known and known (or proved to me on the basis of satisfactory evidence), to me to be a member of firm _____; described in and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she executed the foregoing instrument; and that he/she duly acknowledged to me that he/she executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

(LABOR AND MATERIAL PAYMENT BOND – Bid # **IFB-7363**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

CITY OF _____) ss:

On the _____ day of _____ in the year 20____, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence) and known to me to be the person described in and who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

Notary Public

(LABOR AND MATERIAL PAYMENT BOND – Bid # **IFB-7363**)

ATTORNEY IN FACT ACKNOWLEDGEMENT

STATE OF New York)

CITY OF Plainview) ss:

On this 24th day of February 2025, before me personally came
Fern Perry the attorney in fact of
Berkley Insurance Company the Company named in the foregoing contract,
to me known to be the individual described in and who, as such attorney, executed the foregoing contract,
and acknowledged that he/she executed the same as the Act and deed of the said party or parties; therein
described as Consultant, and for the purpose therein mentioned, by virtue of a power of attorney duly
executed and acknowledged by the said party or parties, bearing date the 24th day of
February 20 25; that said powers of attorney is still in full force.


Notary Public

Peter Henry
Notary Public State Of New York
No. 01HE4784829
Qualified In Nassau County
Commission Expires: January 31, 2026


(LABOR AND MATERIAL PAYMENT BOND – Bid # IFB-7363)

ACKNOWLEDGEMENT OF SURETY

STATE OF New York)

CITY Plainview) ss:

On this 24th day of February in the year 20 25, before me personally came
Fern Perry to me known, who, being by me duly sworn, did
depone and say that he/she resides at
255 Executive Drive, Plainview, NY 11803 that he/she is the
Attorney-In-Fact of Berkley Insurance Company
the corporation described in and which executed the above instrument; and that
he/she signed his/her name thereto by order of the Board of Directors of said corporation.


NOTARY PUBLIC OR COMMISSIONER
OF DEEDS

(LABOR AND MATERIAL PAYMENT BOND – Bid # IFB-7363)

Peter Henry
Notary Public State Of New York
No. 01HE4784829
Qualified In Nassau County
Commission Expires: January 31, 2026

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Peter T. Henry; Robert Finnell; Jennifer L. Johnston-Ogeka; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 30th day of March, 2023.



Attest:

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 30th day of March, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.



under my hand and seal of the Company, this 24th day of February, 2025.

Vincent P. Forte
Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET DECEMBER 31, 2023 (AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	\$ 15,962,571
Common & Preferred Stocks	5,237,203
Cash & Short Term Investments	1,115,920
Premiums Receivable	2,668,092
Other Assets	<u>4,315,866</u>
<u>Total Admitted Assets</u>	<u>\$ 29,299,653</u>

Liabilities & Surplus

Loss & LAE Reserves	\$ 14,815,670
Unearned Premium Reserves	4,692,755
Other Liabilities	<u>1,015,089</u>
<u>Total Liabilities</u>	<u>\$ 20,523,514</u>
Common Stock	\$ 43,000
Preferred Stock	10
Additional Paid In Capital	2,980,072
Unassigned Surplus	<u>5,753,056</u>
<u>Total Policyholders' Surplus</u>	<u>\$ 8,776,138</u>
<u>Total Liabilities & Surplus</u>	<u>\$ 29,299,653</u>

Officers:

President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:

William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

WASTE TRANSPORTER PERMIT

GENERAL CONDITIONS

The permittee must:

1. Carry a copy of this waste transporter permit in each vehicle to transport waste. Failure to produce a copy of the permit upon request is a violation of the permit.
2. Display the full name of the transporter on both sides of each vehicle and display the waste transporter permit number on both sides and rear of each vehicle containing waste. The displayed name and permit number must be in characters at least three inches high and of a color that contrasts sharply with the background.
3. Transport waste only in authorized vehicles. An authorized vehicle is one that is listed on this permit.
4. Submit to the Department a modification application for additions/deletions to the authorized fleet of vehicles. The permittee must wait for a modified permit before operating the vehicles identified in the modification application.
5. Submit to the Department a modification application to add a new waste category or a new destination facility, or to change the current waste or destination facility category. The permittee must wait for a modified permit before transporting new waste types or transporting to new destination facilities.
6. Submit to the Department a modification application for change of address or company name.
7. Comply with requirements for placarding and packaging as set forth in New York State Transportation Law as well as any applicable federal rules and regulations.
8. Contain all wastes in the vehicle so there is no leaking, blowing, or other discharge of waste.
9. Use vehicles to transport only materials not intended for human or animal consumption unless the vehicle is properly cleaned.
10. Comply with requirements for manifesting hazardous waste, regulated medical waste, or low-level radioactive waste as set forth in the New York State Environmental Conservation Law and the implementing regulations. Transporters who provide a pre-printed manifest to a generator/shipper/offeror of regulated waste shall ensure that all information is correct and clearly legible on all copies of the manifest.
11. Deliver waste only to transfer, storage, treatment and disposal facilities authorized to accept such waste. Permittee must demonstrate that facilities are so authorized if requested to do so.
12. Maintain liability insurance as required by New York State Environmental Conservation Law.
13. Maintain records of the amount of each waste type transported to each destination facility on a calendar-year basis. The transporter is obligated to provide a report of this information to the Department at the time of permit renewal, or to any law enforcement officer, if requested to do so.
14. Pay regulatory fees on an annual basis. Non-payment may be cause for revocation or suspension of permit.
15. This permit is not transferrable. A change of ownership will invalidate this permit.
16. This permit does not relieve the permittee from the obligation to obtain any other approvals or permits, or from complying with any other applicable federal, state, or local requirement.
17. Renewal applications must be submitted no less than 30 days prior to the expiration date of the permit to:

New York State Department of Environmental Conservation
Division of Materials Management, Waste Transporter Program
625 Broadway, 9th Floor
Albany, NY 12233-7251

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. 3A-049

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

FRED A. COOK JR., INC.
3226 ALBANY POST ROAD
BUCHANAN, NY 10511

PERMIT TYPE:

☐ NEW
☐ RENEWAL
☒ MODIFICATION

CONTACT NAME: BRIAN F. COOK
COUNTY: WESTCHESTER
TELEPHONE NO: (914)739-3300

EFFECTIVE DATE: 07/01/2024
EXPIRATION DATE: 04/30/2025
US EPA ID NUMBER: NYD010951986

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
Lang Industries Inc	Narrowsburg , NY	Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
LIBERTY (V) WWTP	LIBERTY , NY	Non-Hazardous Industrial/Commercial	
MIDDLETOWN (C) STP	MIDDLETOWN , NY	Non-Hazardous Industrial/Commercial Septage only (residential)	
Miller Environmental Services Inc	Newburgh , NY	Non-Hazardous Industrial/Commercial Petroleum Contaminated Soil Waste Oil	
NEW MILFORD SERVICES COMMISSION	NEW MILFORD , CT	Grease Trap Waste Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes	
NEW WINDSOR (T) STP	NEW WINDSOR , NY	Non-Hazardous Industrial/Commercial Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes	
NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY	WALDWICK , NJ	Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
OCSD #1- HARRIMAN STP	HARRIMAN , NY	Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes	
PASSAIC VALLEY SEWERAGE	NEWARK , NJ	Non-Hazardous Industrial/Commercial Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
PIKE COUNTY ENVIRONMENTAL ENTERPRISES	MATAMORAS , PA	Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes	

*** AUTHORIZED WASTE TYPES BY DESTINATION FACILITY LISTING (continued on next page) ***

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. 3A-049

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

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FRED A. COOK JR., INC.
3226 ALBANY POST ROAD
BUCHANAN, NY 10511

PERMIT TYPE:

☐ NEW
☐ RENEWAL
☒ MODIFICATION

CONTACT NAME: BRIAN F. COOK
COUNTY: WESTCHESTER
TELEPHONE NO: (914)739-3300

EFFECTIVE DATE: 07/01/2024
EXPIRATION DATE: 04/30/2025
US EPA ID NUMBER: NYD010951986

AUTHORIZED WASTE TYPES BY DESTINATION FACILITY: (Continued)

The Permittee is Authorized to Transport the Following Waste Type(s) to the Destination Facility listed :

Destination Facility	Location	Waste Type(s)	Note
POUGHKEEPSIE (C) WPCP	POUGHKEEPSIE , NY	Septage only (residential) Residential Raw Sewage including Portable Toilet Waste	
Rockland County SWMA Co-Composting Facility	Hillburn , NY	Sludge from Sewage or Water Supply Treatment Plant	
SPECTRASERV, INC.	SOUTH KEARNY , NJ	Non-Hazardous Industrial/Commercial Septage only (residential) Residential Raw Sewage including Portable Toilet Waste Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	
WANAQUE VALLEY REGIONAL SEWERAGE AUTHORITY	WANAQUE , NJ	Grease Trap Waste Septage only (residential) Non-Residential Raw Sewage or Sewage-Contaminated Wastes Sludge from Sewage or Water Supply Treatment Plant	

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
DIVISION OF MATERIALS MANAGEMENT

PART 364
WASTE TRANSPORTER PERMIT NO. 3A-049

Pursuant to Article 27, Titles 3 and 15 of the Environmental Conservation Law and 6 NYCRR 364

PERMIT ISSUED TO:

FRED A. COOK JR., INC.
3226 ALBANY POST ROAD
BUCHANAN, NY 10511

PERMIT TYPE:

☐ NEW
☐ RENEWAL
☒ MODIFICATION

CONTACT NAME: BRIAN F. COOK
COUNTY: WESTCHESTER
TELEPHONE NO: (914)739-3300

EFFECTIVE DATE: 07/01/2024
EXPIRATION DATE: 04/30/2025
US EPA ID NUMBER: NYD010951986

AUTHORIZED VEHICLES:

The Permittee is Authorized to Operate the Following Vehicles to Transport Waste:

(Vehicles enclosed in <>'s are authorized to haul Residential Raw Sewage and/or Septage only)

18 (Eighteen) Permitted Vehicle(s)

< NY 17870PF >
< NY 30815PF >
< NY CF30342 >
< NY CF30343 >
NY 12785SC
NY 14108SM
NY 14109SM
NY 19846SM
NY 20648JT
NY 20787SM
NY 43595PC
NY 64569ML
NY 78420MD
NY 78968NE
NY 82068PC
NY 97236PA
NY 97742PA
NY AWW56521
End of List



City of Yonkers/Yonkers Public Schools
One Larkin Center – 3rd Floor
Yonkers, New York 10701
Tel: (914) 377-6065

Email: kimberly.sansevere@yonkersny.gov

CITY OF YONKERS/YONKERS PUBLIC SCHOOLS
Purchasing

Mike Spano, Mayor
Victor Martinez, Director

TO: PROSPECTIVE BIDDERS **JANUARY 3, 2025**
FROM: KIM SANSEVERE, PRINCIPAL BUYER **2 PAGES**
RE: IFB-7363: TELEVISIONING & CLEANING OF SEWERS & DRAINS

ADDENDUM NO. 1: RESPONSES TO RECEIVED REQUEST FOR INFORMATION (RFIs)

THE BID OPENING DATE REMAINS AS FRIDAY JANUARY 10, 2025 AT 2PM EST

The contents of this addendum alter and amend the original bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their bids. Failure to acknowledge receipt may render a bid non-responsive and ineligible for award. Bidders are responsible for ensuring that they receive all addenda. All addenda will be posted on the Empire State Purchasing Group System (<http://www.empirestatebidsystem.com/>).

THE FOLLOWING ARE RESPONSES TO RECEIVED REQUEST FOR INFORMATION (RFIS):

1. If cost for disposal is to be part of items 1 & 3 what is the estimated tons of disposal per day?

City Response: Dump - average 500-1000 pounds when cleaning

2. If flaggers are necessary how will contractor be compensated?

City Response: The City will request an extra laborer for the day and compensate for their time.

3. Are any permits required from city for this work?

City Response: Yes, a hydrant permit for Locations: Citywide. The City will require an inspection of the contractor's backflow preventer.

4. Is any of the work on a county road?

City Response: Yes.

5. Does any work require attenuator/crash truck for traffic control?

City Response: Yes. These trucks have been used an average of 1-2 days per year.

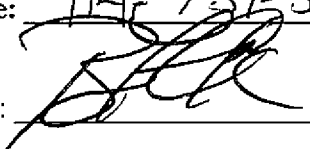
6. Are police details required for any of the work, if so, how will contractor be compensated?

City Response: When requested by the City, the Contractor will hire and schedule the police officer(s). Fees paid by the contractor will be reimbursed by the City at cost as part of the monthly invoice.

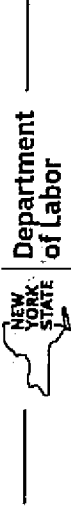
END OF BID ADDENDUM NO. 1

THE BID OPENING DATE REMAINS AS FRIDAY JANUARY 10, 2025 AT 2PM EST

**IFB-7363: ADDENDUM NO. 1 – ACKNOWLEDGEMENT
RETURN THIS ACKNOWLEDGEMENT WITH YOUR SEALED BID**

Legal Name of Bidder: Fred A. Cook Jr Inc.
Address: PO Box 70, Montrose, NY 10548
Bidder's Representative: Brian F. Cook
Title: President et al
E-mail: BCOOK@fredcook.com
Telephone: 914 739-3300 Mobile: 914 424-9010
Signature:  Date: 1/3/25

WE ARE YOUR DOL



DIVISION OF SAFETY AND HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BUILDING 12, ALBANY, NY 12226

CERTIFICATE OF CONTRACTOR REGISTRATION

This Certificate Entitles the Holder to Perform and Bid on Public Work and

Covered Private Construction Projects in the State of New York,

Subject to the Prevailing Wage Requirements of

NYS Labor Law Article 8

Fred A. Cook, Jr., Inc.

3226 Albany Post Rd

Buchanan, New York 10511

Phone Number: 9147393300

Registration Number: 24-64DT5-CR

Date of Issue: 2024-12-18

Expiration Date: 2026-12-29

(This license is valid only for the contractor named above)

Roberta Reardon

Commissioner

New York State Department of
Labor





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2025

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).

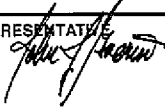
PRODUCER Guerin & Guerin Agency Inc 51 Hurley Avenue Kingston NY 12401	CONTACT NAME: Andrea Latocha PHONE (A/C, No. Ext): 845 331 1567 FAX (A/C, No): 845 331 4873 E-MAIL ADDRESS: Andrea@Guerinagency.com																					
INSURED Fred A Cook Jr Inc P O Box 70 Montrose NY 10548	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Travelers Indemnity Co of Connecticut</td><td>25682</td></tr><tr><td>INSURER B:</td><td>Merchants Mutual Insurance Co</td><td>23329</td></tr><tr><td>INSURER C:</td><td>GuideOne National Insurance Company</td><td>14167</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co of Connecticut	25682	INSURER B:	Merchants Mutual Insurance Co	23329	INSURER C:	GuideOne National Insurance Company	14167	INSURER D:			INSURER E:			INSURER F:		
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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.								
NSR LTR	TYPE OF INSURANCE	ADDUSUBH INSD 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 <input checked="" type="checkbox"/> SIR \$2500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	4T-CO-679K4252-TCT-24	11/14/2024	11/14/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	810-0L887533-24-2S-G	11/14/2024	11/14/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTIONS \$10,000			CUP0001404	11/14/2024	11/14/2025	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
							PER STATUTE	OTH-ER
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ENV562014014-01	06/04/2024	06/04/2025	E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	Contractors Pollution \$2,500 Retention			ENV562014014-01	06/04/2024	06/04/2025	Ea Pollution Cond.	\$2,000,000
							Ea Transportation	\$2,000,000
							Non Owned Disp Site	\$2,000,000

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

The City of Yonkers/Yonkers Public Schools/Board of Education is included as additional insured with respect to contract 2025-00000627. A waiver of subrogation applies in favor of the additional insured. 30 days' notice of cancellation is included except where prohibited by law.

Bid Acceptance/Contract Award - Agreement 2025-00000627

CERTIFICATE HOLDER	CANCELLATION
City of Yonkers Yonkers Public Schools/Board of Education One Larkin Center Yonkers, New York 10701-3888	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.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR

ORGANIZATION:

**THE CITY OF YONKERS/YONKERS PUBLIC
SCHOOLS/BOARD OF EDUCATION**

ADDRESS:

ONE LARKIN CENTER, 3RD FLOOR

YONKERS

NY

10701

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



New York State Insurance Fund

PO Box 66699, Albany, NY 12206

| [nysif.com](https://www.nysif.com)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

***** 132821402
LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007

POLICYHOLDER

FRED A. COOK, JR., INC.
P.O. BOX 70
MONTROSE NY 10548

CERTIFICATE HOLDER

CITY OF YONKERS/YONKERS PUBLIC
SCHOOLS/BOARD OF EDUCATION
ONE LARKIN CENTER,
YONKERS NY 10701

POLICY NUMBER
Z1467 609-2

CERTIFICATE NUMBER
802900

POLICY PERIOD
04/01/2024 TO 04/01/2025

DATE
2/21/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1467 609-2, 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.

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: 95472954



Workers'
Compensation
Board

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

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) FRED A COOK JR. INC. 3226 ALBANY POST ROAD BUCHANAN, NY 10511 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 132821402
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Yonkers/Yonkers Public Schools/Board of Education One Larkin Center Yonkers, NY 10701	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL125014 3c. Policy effective period 01/01/2025 to 12/31/2025

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 2/21/2025 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 Leston Welsh, 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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have been checked)

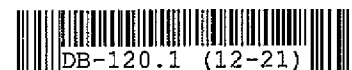
State of New York Workers' Compensation Board

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 (Article 9 of the Workers' Compensation Law) with respect to all of their 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.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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 NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits 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 Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)



SCAN TO VALIDATE
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ 132821402
LOVELL SAFETY MGMT CO., LLC
22 CORTLANDT STREET 33RD FLR
NEW YORK NY 10007

POLICYHOLDER FRED A. COOK, JR., INC. P.O. BOX 70 MONTROSE NY 10548		CERTIFICATE HOLDER CITY OF YONKERS/YONKERS PUBLIC SCHOOLS/BOARD OF EDUCATION ONE LARKIN CENTER, YONKERS NY 10701	
POLICY NUMBER Z1467 609-2	CERTIFICATE NUMBER 802901	POLICY PERIOD 04/01/2025 TO 04/01/2026	DATE 2/21/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1467 609-2, 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.

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NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 350945632