



**YONKERS PUBLIC SCHOOLS**  
**COMMODITIES / SERVICES CONTRACT**  
**CONTRACT NUMBER 2024-00000383**

**THIS CONTRACT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2023

by and between:

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

(hereinafter referred to as the "School District"),

and

**FRAN CORP dba ALL BRIGHT ELECTRIC**, a corporation having an office and principal place of business at 100 Snake Hill Road, West Nyack, NY 10994,

(hereinafter referred to as "the Contractor").

**W I T N E S S E T H**

**WHEREAS**, the School District desires to obtain a Twelve Month Contract for Maintenance & Repair Services of Emergency & Exit Lights for Yonkers Public Schools, within the City of Yonkers; and

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

**WHEREAS**, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement ("IMA") by and between the School District and the City of Yonkers ("City") as filed in the Office of the City Clerk on June 16, 2014, the terms of

the agreement are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

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

**FIRST:** The Contractor shall furnish Maintenance & Repair Services of Emergency & Exit Lights at Yonkers Public Schools (the "Work") on an 'as needed' basis as more fully described in its proposal dated 8/11/2023, which is attached hereto and made a part hereof as **Schedule "A"**. The services shall conform in all respects with the School District's Bid, entitled "Maintenance & Repair Services of Emergency & Exit Lights at Yonkers Public Schools", due August 11, 2023, and incorporated herein by reference, whether or not attached to this Contract. All services rendered and work performed by the Contractor shall be under the direction and subject to the approval of the Director of Schools Facilities Management, or his/her designee (the "Director").

**SECOND:** The term of this Contract shall commence upon execution by the City and continue for a period of 12 months with 2-12 Month options to extend. This contract shall remain in full force and effect for the period specified, unless extended by mutual consent of both parties or terminated as provided herein, subject to further approval of the Board of Education and City's Board of Contract and Supply, if required.

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

**THIRD:** For the Work to be performed pursuant to Paragraph "FIRST," the Contractor shall be paid an amount not to exceed One Hundred Forty One Thousand Five Hundred Seventy Five (\$141,575.00) DOLLARS per year/per term, at the rate more fully described in **Schedule "B"**, unless increased per formal amendment, subject to further approval of the City's Board of Contract and Supply, if required, payable according to the terms described below. The compensation to be paid as described in Schedule "B" shall cover all professional time and costs unless otherwise stated. Except as otherwise expressly stated in this Contract, no payment shall be made by the City to the Contractor for out-of-pocket expenses

or disbursements made in connection with the services rendered or the work to be performed hereunder.

To receive payments for Work completed, Contractor shall submit monthly, itemized invoices in a form acceptable to the City to the attention of the Accounts Payable Department ([AccountsPayable@yonkersny.gov](mailto:AccountsPayable@yonkersny.gov)), which will be paid within 30 to 60 days of receipt, subject to compliance with the terms hereof. If you wish to receive payment electronically, you can enroll in the City's ACH payment program during the vendor enrollment process. The City shall not issue final payment until satisfied that all Work outlined in the scope of work has been completed. Upon acceptance of the final payment, Contractor releases City from any and all claims in any way connected to this Contract. Notwithstanding the foregoing, it is understood that the City operates on a fiscal year basis that begins on July 1st and ends on June 30th of each year. The City shall not be considered to be in default under this Contract if any payments are due after the beginning of a fiscal year when the City's budget has not been approved for that fiscal year unless the non-payment continues after 31 October in any year.

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

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

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

**SIXTH:** The parties recognize and acknowledge that the obligations of the City under this Contract are subject to annual appropriations by its budget pursuant to the Laws of the City of Yonkers. Therefore, this Contract shall be deemed executory only to the extent of the

monies appropriated and available. The City shall have no liability under this Contract beyond funds appropriated and available for payment pursuant to this Contract. The parties understand and intend that the obligation of the City hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained in this Contract constitute a pledge of the general tax revenues, funds or moneys of the City. The City shall pay amounts due under this Contract exclusively from legally available funds appropriated for this purpose. The City shall retain the right, upon the occurrence of the adoption of any City Budget by its City Council during the term of this Contract or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such City Budget on City finances. After such analysis, the City shall retain the right to either terminate this Contract or to renegotiate the amounts and rates set forth herein. If the City subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Contract upon reasonable prior written notice.

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

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

**EIGHTH:** Failure of a contractor to deliver within the time specified, or within reasonable time as interpreted by the Director of Purchasing, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Director of Purchasing,

shall constitute authority for the Director of Purchasing to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Director of Purchasing, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed to the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing.

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

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

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

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

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

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

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

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

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

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

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

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

**SIXTEENTH:** The Contractor agrees to procure and maintain insurance naming the City of Yonkers, Yonkers Public Schools, and Yonkers Board of Education as additional insured (including without limitation, a waiver of subrogation), as more provided and described in Schedule "C", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C", the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the City of Yonkers, Yonkers Public Schools, and/or the Yonkers Board of Education, the Contractor shall defend, indemnify, and hold harmless the City of Yonkers, the Yonkers Public Schools and the Yonkers Board of Education, their officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor. In addition to the foregoing, the Contractor agrees to defend, indemnify and hold harmless the City of Yonkers, Yonkers Public Schools, and the Yonkers Board of Education, their officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Contractor agrees to enable the City of Yonkers and Yonkers Public Schools' continued use of the deliverable, or to modify or replace it; and

(b) to the same extent Contractor is required to provide indemnification as in subparagraph (a) above, to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

The Contractor further agrees, with respect to the Certificate of Insurance for the above coverage, said certificate must include the YONKERS Contract number, bear a notation evidencing a minimum of 30-day cancellation notice or notice determined by NY Insurance Law §3426 and by the insurance policy to YONKERS.

The Contractor further agrees to give immediate written notice to the City of Yonkers and Yonkers Public Schools as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the City of Yonkers and Yonkers Public Schools in connection herewith. The foregoing insurance and/or indemnity provisions will survive expiration, termination or other cancellation of this Agreement.

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

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

**NINETEENTH:** The Contractor shall, in all solicitations, or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer and that the Contractor agrees to comply with the City's Equal Employment Opportunity Policy. The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, gender identity, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during



the term of or in connection with this Contract. The Contractor acknowledges and understands that the City maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

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

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

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

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

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

**TWENTY-FOURTH:** The Contractor and the City agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or sub-Contractors are

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

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

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

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

To the City:

Department of Schools Facilities Management  
One Larkin Center  
Yonkers, New York 10701

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with copies to:

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

To the Contractor:

Fran Corp. dba All Bright Electric  
100 Snake Hill Road  
West Nyack, NY 10994

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

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

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

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

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

**THIRTY-SECOND:** Pursuant to Article VI of the Code of Yonkers, no City procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto

and forming a part hereof as Schedule "E" Certification Regarding Business Dealings with Northern Ireland. Therefore, the Contractor agrees, as part of this Contract, to complete the form attached hereto as Schedule "E".

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

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

**THIRTY-FIFTH:** This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Westchester.

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

**THIRTY-SIXTH:** The Contractor represents that, it has completed and submitted with their proposal, the Vendor Background Questionnaire. In the event that any

information provided in the completed questionnaire changes during the term of this Contract, Contractor agrees to notify City in writing within ten (10) business days of such event. The Contractor shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within ten (10) business days of such event and such information shall be forwarded by the Contractor to the City.

**THIRTY-SEVENTH:** The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including without limitation, as follows:

- All School District policies, practices and procedures;
- New York State Education Law and New York State Education Department (“NYSED”) requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the Commissioner of Education. Contractor is responsible for all NYSED compliance filings, if any;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);
- All labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings;
- The City’s and the State of New York’s civil rights ordinances;
- Title VI of the Civil Rights Act of 1964 as amended;
- Title VII of the Civil Rights Act of 1968 as amended;
- Section 109 of Title I of the Housing and Community Development Act of 1974;
- Section 504 of the Rehabilitation Act of 1973
- The Americans with Disabilities Act of 1990;
- The Age Discrimination Act of 1976;
- Executive Orders 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086;
- 41 CFR § 60-1.4;
- The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148);
- The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)
- The Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387); and
- The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).


**THIRTY-EIGHTH:** The Contractor shall provide at his own cost and expense such safety devices for the protection of its employees, and those of the Subcontractor(s), the City, the public, and any other persons as may be necessary and as may be required by the Commissioner. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.


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

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

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


**YONKERS PUBLIC SCHOOLS**

By:   
 Name: Luis Rodriguez  
 Title: Interim Superintendent  
 Date: 10/19/23


By:   
 Name: Rev. Steve Lopez  
 Title: President, Board of Education  
 Date: 10/20/23

Fran Corp dba All Bright Electric

**Name of Contractor**

By:   
 Name: David J. Stack  
 Title: Executive Vice President  
 Date: 8/11/2023

APPROVED AS TO FORM

  
 Yonkers Senior Associate Corporation Counsel

**TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING**

DATE OF B.O.C.S. APPROVAL:	<u>10/11/2023</u>
DATE OF BOE. APPROVAL:	<u>9/20/2023</u>
INITIATING DEPARTMENT:	<u>SFM</u>
PURCHASING CONTACT- BUYER:	<u>Kim Sansevere</u>

**CERTIFICATE OF AUTHORITY**  
(CORPORATION)

I, Howard Hellman  
(Officer other than officer signing contract)

certify that I am the President of  
(Title)  
the Fran Corp dba All Bright Electric  
(Name of Corporation)

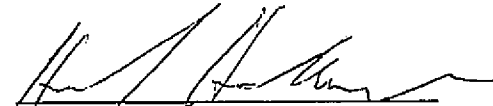
a corporation duly organized and in good standing under the New York Business Corporation Law  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing contract; that

David J. Stack  
(Person executing contract)

who signed said contract on behalf of the Fran Corp dba All Bright Electric  
(Name of Corporation)

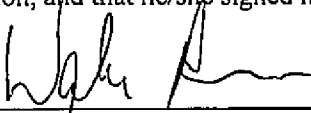
was, at the time of execution Executive Vice President  
(Title of such person)

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

  
(Signature)

STATE OF New York )  
) ss.:  
CITY OF West Nyack )

On the 11th day of August in the year 2023 before me, the undersigned, a  
Notary Public in and for said State, Howard Hellman personally appeared,  
personally known to me or proved to me on the basis of satisfactory evidence to be the officer  
described in and who executed the above certificate, who being by me duly sworn did depose  
and say that he/she resides at Mahwah, New Jersey,  
and he/she is an officer of said corporation; that he/she is duly authorized to execute said  
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to  
such authority.

  
\_\_\_\_\_  
Notary Public





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/2023

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

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

PRODUCER Capitol Risk Management Services 25 Smith Street Suite 205 Nanuet NY 10954	CONTACT NAME: Jennifer Snyder	PHONE (A/C, No, Ext): (914) 412-0534	FAX (A/C, No): (914) 381-1134
	E-MAIL ADDRESS: jsnyder@keevily.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Selective Insurance Co. of New York			13730
INSURER B: Selective Insurance Co. of America			12572
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

COVERAGES      CERTIFICATE NUMBER: 23/24 Master      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	INSUR 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"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	S 2397781	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	S 2397781	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	S 2397781	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 9082384	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater Contractors Equipment			S 2397781	03/01/2023	03/01/2024	Limit \$250,000 Limit \$100,000

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

RE: Bid # RFB-7016 - Maintenance & Repair Services of EM & Exit Lights for YPS. City of Yonkers, City of Yonkers School District, acting by and through its Board of Education, and Yonkers Board of Education are included as additional insured with respects to General Liability, Automobile and Umbrella Liability when required by written contract. Primary and non-contributory basis applies with respects to General Liability and Automobile and Umbrella Liability when required by written contract. Waiver of Subrogation applies with respects to General Liability, Automobile, Umbrella Liability, and Workers Compensation when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Yonkers / Yonkers Public Schools / Board of Education 1 Larkin Center, 3rd Floor  Yonkers NY 10701	<b>CANCELLATION</b>  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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**Workers' Compensation Board**

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

<p>1 a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Fran Corp dba All Bright Electric 100 Snake Hill Road West Nyack, NY 10994</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1 b. Business Telephone Number of Insured (845)358-1200</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1 d. Federal Employer Identification Number of Insured or Social Security Number 133187177</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Yonkers City School District Yonkers Board of Education One Larkin Center Yonkers, NY 10701</p>	<p>3a. Name of Insurance Carrier Selective Insurance Co. of America</p> <p>3b. Policy Number of Entity Listed in Box "1 a" WC 9082384</p> <p>3c. Policy effective period to 3/1/2023 to 3/1/2024</p> <p>3a. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled 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 the 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.

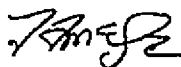
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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

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

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

Approved by: Keevily Spero Whitelaw Inc  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  July 28, 2023  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: (914) 381-5511 Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter. 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 compensation to any such employee if so employed.
1. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter.



Workers' Compensation Board

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

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

<p>1a. Legal Name &amp; Address of Insured (use street address only)          Fran Corp          dba All Bright Electric          100 Snake Hill Road          WEST NYACK NY 10994  <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured          (845)358-1200</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number          13-3187177</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage          (Entity Being Listed as the Certificate Holder)          City of Yonkers / Yonkers Public Schools / Board of Education</p> <p>1 Larkin Center, 3rd Floor          YONKERS, NY 10701</p>	<p>3a. Name of Insurance Carrier          SHELTERPOINT LIFE INSURANCE COMPANY</p> <p>3b. Policy Number of Entity Listed in Box "1a"          D51367</p> <p>3c. Policy effective period          10/1/2022 to 9/30/2024</p>

4. Policy provides the following benefits:

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


5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
 B. Only the following class or classes of employer's employees:

\_\_\_\_\_

\_\_\_\_\_

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

Date Signed 7/28/2023 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

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

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

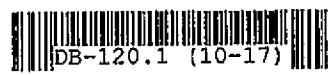
**State of New York  
Workers' Compensation Board**

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

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

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

*Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*



## 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 New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

## 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.

Westchester  
gov.com

George Latbauer

Westchester County Executive

WESTCHESTER COUNTY DEPARTMENT OF CONSUMER PROTECTION

WESTCHESTER COUNTY ELECTRICAL LICENSING BOARD

**DAVID J STACK**

**FRAN CORP D/B/A/ ALL BRIGHT ELECTRIC**

**100 SNAKE HILL ROAD**

**WEST NYACK, NY 10994**

Hereby maintains an active **Master Electrician License** in accordance with the Westchester County Electrical License Law and the Rules and Regulations of the Electrical Licensing Board. This license shall remain valid unless modified, suspended or revoked prior to the expiration date below.

License Number: **917**

License Expires: **12/31/2023**

Certificate Issued: **11/9/2022**



PEC0E00917



Westchester County Electrical Licensing Board  
Westchester County Consumer Protection  
**Master Electrician License: 2023**



David J Stack  
D.O.B: 4/20/1961  
Company:  
Fran Corp d/b/a/ All Bright Electric  
100 Snake Hill Road  
West Nyack, NY 10994

License No. 917  
Expires on: 12/31/2023

  
Peter Borducci



**BUREAU OF PURCHASING**  
ONE LARKIN CENTER, 3<sup>rd</sup> Floor  
YONKERS, NY 10701-3888  
Telephone (914) 377-6030

**COVER SHEET - INVITATION FOR BIDS**

**SOLICITATION & CONTRACT DOCUMENTS FOR:**

**TWELVE MONTH CONTRACT FOR MAINTENANCE & REPAIR SERVICES OF  
EMERGENCY & EXIT LIGHTS FOR YONKERS SCHOOL DISTRICT**

**BID NUMBER:** RFB-7016  
**OPENING DATE:** AUGUST 11, 2023  
**TIME:** 2:00 PM (PREVAILING TIME)  
**BOCS APPROVAL DATE:** \_\_\_\_\_  
*ASSIGNED BY PURCHASING*  
**CONTRACT NO.:** \_\_\_\_\_  
*ASSIGNED BY PURCHASING*

**BOARD OF EDUCATION**

Rev. Steve Lopez, President  
Dr. Rosalba Corrado Del Vecchio, Vice President  
Mr. Lawrence R. Sykes      Mr. Kevin Cacace  
Mr. Amjed I. Kuri          Dr. John Castanaro  
Ms. Gail Burns              Ms. Rosemarie P. Linton  
Ms. Sheila Greenwald

Luis Rodriguez  
Interim Superintendent of Schools

**BIDDER TO FILL OUT (PLEASE PRINT):**

**LEGAL NAME OF BIDDER:** Fran Corp dba All Bright Electric  
**ADDRESS:** 100 Snake Hill Road, West Nyack, NY 10994  
(P. O. Boxes are not acceptable)  
**CONTACT:** David J. Stack      **TITLE** Executive Vice President  
**PHONE NO.:** 845-358-1200      **FAX:** 845-358-1247  
**EMAIL:** dstack@allbrightelectric.com  
**DATE:** 8/11/2023

**DO NOT RETURN ENTIRE BID PACKAGE –  
ONLY RETURN WHAT IS LISTED IN THE "INFORMATION FOR BIDDERS", PAGE 6**



COMPLETE THIS FORM IN INK

BID NO.: RFB-7016

BID SCHEDULE OF PRICES – ITEMIZED - SEE SCHEDULE “B” – PAGES 54-55

Item Award

Class Award

For furnishing and delivering the specified goods or services, which includes, without limitation all freight charges, demurrage, insurance, packaging, machinery, tools, labor, services, skill and other items of whatever nature required to fulfill the obligations under the resultant Contract, the Bidder agrees to accept in full compensation therefore the amount of the total bid sum of:

TOTAL BID FOR ITEMS 1.1 TO 2.6, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: \_\_\_\_\_

One Hundred Forty One Thousand Five Hundred Seventy Five Dollars 00 Cents

Written in Figures: \$ 141,575.00

Discount for Prompt Payment: 0 % 30 Days, Net 30.

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number NONE (Bidder to insert number of last Addendum received.)

Availability/Product Lead Time: \_\_\_\_\_ calendar days ARO

Legal Name of Bidder: Fran Corp dba All Bright Electric

Address of Bidder: 100 Snake Hill Road  
(P. O. Box West Nyack, New York 10994  
not acceptable)

Is this business a Certified Minority / Women Business Enterprise in New York State?  
 Yes  No

Prepared By: David J. Stack

Title: Executive Vice President

Signature:  EMP

Telephone No.: 845-358-1200 Mobile No.: 914-906-1703

E-Mail: dstack@allbrightelectric.com

Date: 8/11/2023

**SCHEDULE "A" – BID NO. RFB-7016  
SPECIFICATIONS / SCOPE OF SERVICES**

**Introduction**

This is an annual service and repair contract for emergency lights and exit lights. The Contractor will be required to provide the labor and materials necessary to perform electrical repair work by licensed electricians as directed by the District. This work is to be performed on equipment located in all 41 school buildings and 8 School Modular buildings throughout the Yonkers Public School (YPS) (District) (See attached list). The contract may be renewed by written mutual consent for up to two 12- month periods under the same terms and conditions as originally bid. The successful bidder (Contractor) must bid accordingly.

Any reference to the City of Yonkers (COY) made in the bid documents shall include the Yonkers Public Schools (YPS).

**Qualifications of Bidders**

The successful low bidder will be required to demonstrate to the satisfaction of the District, that the work entailed under this contract is their principle line of work. The successful bidder is required to specialize in emergency lighting and exit light servicing, repair and installation. General purpose electricians will not be accepted for this work; however, the contractor will be required to work with AC electric.

Specifically, the successful bidder must provide:

1. 3 references from Public or Corporate institutions.
2. Substantiation that the bidder:
  - a. Has been in the business of these specific types of work for at least 5 continuous years.
  - b. Operates from a facility that is fully equipped with test equipment, spare parts, a dedicated service and repair area, and dedicated service vehicles to render proper service.
  - c. Has trained, qualified technicians to perform the work in this specification.
  - d. Has sufficient staff to be able to deploy to two simultaneous emergencies.

Bidders who do not provide the District with the ability to adequately evaluate the bidder's experience and qualifications may be disqualified as non-responsive at the discretion of the District.

It should be understood that the Yonkers Public Schools is not able to determine in advance, the total amount of repair required during the life of this contract. Yonkers Public Schools makes no representation or guarantee that the quantities of work set forth herein for bid computation purposes are either maximum or minimum amounts of work to be performed under the terms of the Contract.

Transportation to and from the district is not included. Please bid accordingly.

**Pre-bid Meeting**

A non-mandatory pre-bid meeting will be held on August 1, 2023 at 2:00 PM at the Purchasing office, 1 Larkin Center, 3<sup>rd</sup> Floor, Yonkers, 10701.(Located in the Yonkers Riverfront Library Building across from the Metro –North train station).

### **Existing Conditions**

Before submitting a bid, bidder is encouraged to visit the site(s) and shall verify the existing conditions. The bidder shall include in his bid a sum to cover the cost of all items included in the Contract. The submission of the bid or the signing of the Agreement is an acknowledgement of compliance with the foregoing by the Contractor. No claim based on lack of knowledge by the existing conditions and requirement will be honored at any time.

## **PART 1 - BID ITEMS OF WORK**

### **ITEM 1- ANNUAL INSPECTION & TESTING**

1. The Contractor is responsible for annual inspections of all emergency and exit lights in the 41 School buildings and 8 School Modular buildings listed.
2. Contractor to perform 90-minute test on emergency lighting system per NFPA Standard No. 101-31-1.3.7. and apply annual inspection stickers.
3. Contractor to sign off on inspections of all emergency lights.
4. Contractor to submit detailed report to the deputy director of operations or assigned designee, identifying any deficiencies with emergency or exit lighting.

In conjunction with the above work, the contractor shall survey, locate and inventory every emergency light and emergency exit sign found inside and outside of the building. The locations of each shall be shown on District provided floor plans (AutoCAD or PDF) in a means acceptable to the District. The inventory shall be captured on a Microsoft spreadsheet and shall at a minimum show the following data: type of unit (exit sign, emergency light, wall pack, or house light unit), manufacturer, location, functionality, power source(s) and approximate age. A sample copy of the survey done at the first school shall be provided by the Contractor for YPS review and acceptance before proceeding with remaining schools.

An annual test shall be conducted on every required emergency lighting system for the 90 minutes hour duration of the test. Equipment shall be operational for the duration of the test. Written records of visual inspections and tests shall be presented to the District for inspection by the authority having jurisdiction per NFPA Standard No. 101-31-1.3.7. Further repairs if required will then be made and repairs re-tested according to all local codes and Authority Having Jurisdiction

All of the above work (except owner directed repairs and/or upgrades) is to be paid for under the price bid for

**ITEM 1.1 "Annual Inspection and Testing" for School Buildings**

**ITEM 1.2 "Annual Inspection and Testing" for School Modular Buildings**

## **ITEM 2 - Owner Directed Repairs and Upgrades**

Under this item of work, the contractor will be required to replace existing and/or install new emergency lights and illuminated exit signs as required to achieve and maintain compliance with all New York State Uniform Building Code.

**Modifications to the AC wiring system of the building may be required of the contractor. A licensed electrician may be required for some of these repairs.**

Upgrades and refurbishments are to be made per all manufacturer's specifications, using new original specification parts. All batteries, which do not meet the National Electrical Code or the N.F.P.A. Life Safety Code, will be considered defective and are to be replaced.

The Contractor will be required to assist the District in determining the system, type and manufacturer that best suits the needs of the District with the intent of creating a standardized District-wide system.

The Contractor shall make a "proposal to repair" with good faith estimates of the cost of the repair based on parts and labor at the rate as bid. All proposals in excess of \$5,000 require the approval of the Executive Director of School Facilities. However, payment will be made by direct measure of hours worked and parts used or the amount proposed, whichever is less

**Construction Details** –The Contractor will work under the direction of the Deputy Director of School Facilities and or his assigned agent and respond to call outs in a timely manner, always within 24 hours. This work will be done during the hours of 8:00 am and 5:00 pm Monday through Friday Other services that may be required under this Item would include but not be limited to: batteries, lamps, AC or DC distribution apparatus, transfer mechanisms and any zone monitoring relays remote heads and exit signs, exterior lighting, changes, or additions to the DC wiring system of the building

**Materials** – Repairs are to be made per manufacturers specifications, using new original spec parts. Contractor is to furnish wholesale vendor invoices and original packaging to confirm quality and quantity. All removed parts are the property of YPS and are to be stockpiled for inspection and comparison to those installed.

**Method of Measurement for Payment** – The contractor will be paid the unit price bid for each hour of labor employed in the repair of emergency lighting systems. The bidder will submit prices for labor based upon normal and overtime working hours. Transportation time for travel outside of Yonkers will not to be included for payment. The contractor is to bid accordingly

Parts will be paid under a separate pay item from labor and at the wholesale price listed on the vendor's invoice, with the contractor's bid percentage of mark-up.

This is strictly owner Directed additional work and may or be used in whole or in part at the discretion of the District.

All of the above work is to be paid for under the price bid for:

ITEM	DESCRIPTION	UNIT
2.1	Owner Directed Repairs and Upgrades--LICENSED ELECTRICIAN – LABOR-Regular Time	Hours
2.2	Owner Directed Repairs and Upgrades - TECHNICIAN - LABOR -Regular Time	Hours
2.3	Owner Directed Repairs and Upgrades TECHNICIAN – LABOR-Overtime	Hours
2.4	Owner Directed Repairs and Upgrades – APPRENTICE/ HELPER/ - LABOR-Regular Time	Hours
2.5	Owner Directed Repairs and Upgrades – APPRENTICE/ HELPER/ - LABOR-Overtime	Hours
2.6	Owner Directed Repairs and Upgrades - MATERIALS	Lump sum

## **PART 2. MAINTENANCE CONTRACT SCHOOL REQUIREMENTS**

### 2.1 Quarterly Meetings With The District

Quarterly meetings will be required at the discretion of the Yonkers Public School (District) for the purpose of providing, reviewing, and discussing invoices, major repairs, and any outstanding issues.

### 2.2 Signs And Barriers

When any of the bulding equipment is taken out of service for any reason by the Contractor, signs and/or barriers shall be placed indicating that work is being performed in designated areas.

### 2.3 Time Restraints

The time on-site permitted to the Contractor will depend on the type of work to be performed under this contract and the operations of the schools.

### 2.4 Emergency Call-Out Response

The Contractor must furnish 24 hour call-out contact numbers for a minimum of 3 responsible employees authorized to mobilize manpower and equipment in the event of an emergency.

### 2.5 School Restrictions.

The successful bidder will be working in public schools and as such will be required to:

1. Every employee of the Contractor must sign in and out of each building with the head custodian for each service call.

2. Every employee of the Contractor must sign the AHERA Short Term-Worker Asbestos Log Book (see section on Asbestos containing material) with the head custodian upon entering the

building for each service call.

3. Be restricted to the zone of work and not permitted access to any areas of the building and grounds not specifically related to the work at hand.

4. Wear and display prominently a photo identification badge at all times.

5. Refrain from any and all fraternization or undue communication with students or teachers.

6. Take direction only from the Deputy Director of School Facilities and or his assigned agent.

7. Refrain from smoking anywhere on YPS grounds.

8. Store all construction material in a safe and secure manner.

9. Comply with OSHA regulations regarding personal protection equipment. (e.g., head, eye and ear protection)

#### 2.6 Noise

Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

#### 2.7 Fumes

The Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.

#### 2.8 Off-Gassing

The Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied."

#### 2.9 Compliance.

The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as prevailing wage, working conditions, insurance and safety factors in cases where installation of equipment is involved.

#### 2.10 Or Equals

In all specifications, the words "or equal" are understood after each article giving manufacturer's name of catalog reference. The decision of the YPS as to whether a substitution is in fact "equal" shall be final.

#### 2.11 Quality

All work is to be done in a workman like manner per the manufacturer's requirements and industry standards. The Contractor is required to obtain the necessary and applicable service manuals for all equipment covered by this contract.

#### 2.12 Site Accessibility

Every reasonable effort will be made by the YPS to give the successful bidder access to the work. However, access to the sites may be limited due to school activities. The Contractor shall make no claims based on conflicts regarding accessibility.

#### 2.13 Non-Discrimination

All requirements of Section 220-e of the Labor Law of the State of New York, regarding racial,

religious or national discrimination including penalties are made part of this contract.

#### 2.14 Damage

The Contractor shall be responsible for any damage of any kind, sort or description to the building, walls, ceilings, floors, lighting, alarm devices, equipment and etc. occasioned by or through the activities of himself, his employees, his subContractors or their employees and he shall make same good immediately without extra expense to the Yonkers Public Schools. He shall also protect his work during the life of this contract and he shall be responsible for loss or damage that may occur to materials or equipment stored or used by him at the site. He shall not hold the Yonkers Public Schools responsible for any such loss or damage to his work or equipment.

#### 2.15 Subcontracting

Under this contract, sub-contracting shall not be permitted without prior written approval by YPS. All proposed subContractors must be submitted to the YPS for approval to work on this project prior to them occupying the site. The YPS reserves the right to preview and approve all contract between the prime and their subContractors.

#### 2.16 Materials / Parts

Any and all materials supplied under this contract shall be new, first quality and supplied/manufactured by the system manufacturer or meet or exceed the manufacturer's specifications. Part quality must be demonstrated upon request by the YPS. Contractor is to provide a one-year written guarantee (effective the date of installation) and present receipts from parts suppliers for each part installed. YPS reserves the right to furnish parts and materials if it determines it to be in its best interest.

#### 2.17 Liquid Waste

All waste fluids will become the property of the Contractor and removed from the site. Disposal of these materials is to be done per all current EPA, DEC, Westchester County and local regulations. Where these regulations require, a copy of the manifest of disposal will be submitted to the Supervisor.

#### 2.18 Guarantee/Warranty

All labor shall be guaranteed for the period of one (1) year from the date of acceptance. Unless provided otherwise in the specifications, all parts offered on this bid shall be guaranteed for a minimum of one (1) year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the successful bidder and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.

#### 2.19 Maintenance Of The Work Site

The successful bidder shall maintain the worksite in a professional manner. Only materials and equipment which are to be used directly in the performance of the successful bidder's work shall be brought to and/or stored on the premises of YPS. After equipment is no longer required for its work, the successful bidder shall promptly remove such equipment from the premises of YPS. The successful bidder shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity. The successful bidder shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide approved spark arresters on all steam engines, internal combustion engines and flues.

## 2.20 Asbestos Containing Materials

A. Contractor agrees not to use or permit the use of any asbestos containing material as defined in the Asbestos Hazard Emergency Response Action (AHERA) or New York State Industrial Code Rule 56 in or on any property belonging to the Yonkers Public Schools. For purposes of this paragraph, asbestos-containing material is defined as any material containing asbestos, whether or not such material is friable or non-friable, and without regard to the purpose for which such material is used.

B. Prior to performing the work specified under this contract at any one School, the Contractor and persons under their employ shall review the Yonkers Public Schools Asbestos Hazard Emergency Response Action (AHERA) Triennial Reinspection Report (latest edition) and any other Inspection data available from the District to determine how to perform the work to avoid disturbing asbestos containing building materials.

C. Prior to performing the work specified under this contract at any one School, the Contractor and persons under their employ shall sign in with the Short Term-Worker Asbestos Log Book maintained by the School's Head Custodian.

The AHERA report is located in the School administration office.

## 2.21 Clean Up

The successful bidder shall keep the premises and surrounding area free from accumulation of waste materials, rubbish produced by the Work shall become the property of the Contractor and immediately removed from the site. At the conclusion of the work, the successful bidder shall restore the premises to its original condition. This restoration shall include but not be limited to: cleaning the areas in which work was Performed; removal of all waste, materials, rubbish, tools, equipment, machinery and surplus materials. Completion of unsatisfactory clean up may be done by YPS staff, the cost of which will be deducted from the Contractor's next payment.

## 2.22 Payment Submission Requirements

Payments will be made to the Contractor not more than once per month. All submission for payment must be in a form that is acceptable to the Yonkers Public Schools, and contain the following:

1. Letter of requisition on the Contractor's letterhead with original signature -containing:
  - a) Requisition Number
  - b) Contract Number
  - c) Amount of requisition
  - d) Amount paid to date, including current submission
  - e) Balance amount remaining in the contract
  
2. Back-up Work Tickets that show:
  - a) Date of work
  - b) School Name (One ticket per school)
  - c) Time of arrival at site, time of departure
  - d) Custodian signature on work tickets
  - e) Name of each technician on site (Print and Sign)
  - f) Description of work preformed
  - g) List of parts replaced



3. Itemized sheet showing the Bid Items and the quantity of each being requisitioned.
4. Contractor to supply actual wholesale invoices for all parts supplied for and noted on the work ticket.
5. Certified Payroll on forms recognized by the NYS Dept. of Labor.

**Prevailing Wage**

A New York State Department of Labor (NYSDOL) Prevailing Wage Rate Case Number has been assigned to this project. The PRC case number is # **2023008616**.

To access the prevailing wage rate schedule for this project, enter the PRC number at the following New York State Dept. of Labor webpage: <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>  
Complete NYSDOL requirements can be viewed at <https://dol.ny.gov/public-work-and-prevailing-wage>

**SCHEDULE "B"**  
**BID SCHEDULE OF PRICES**

**BID NO. RFB-7016 – Maintenance & Repair Services for Emergency Exit Lights**

ITEM	ESTIMATED QUANTITIES	DESCRIPTION - ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1.1	41	Annual Inspection and Testing for School Building For <u>One Thousand Six Hundred Dollars and 00 Cents</u> and _____ per Building	\$1,600	.00	\$65,600	.00
1.2	8	Annual Inspection and Testing for School Modular Building For <u>Eight Hundred Dollars and 00 Cents</u> and _____ per Modular Building	\$800	.00	\$6,400	.00
2.1	25	Owner Directed Repairs and Upgrades- LABOR – Licensed Electrician - Regular Time For <u>One Hundred Ninety Dollars and 00 Cents</u> and _____ per Hour	\$190	.00	\$4,750	.00
2.2	125	Owner Directed Repairs and Upgrades – LABOR- Technician - Regular Time. For <u>One Hundred Forty Five Dollars and 00 Cents</u> and _____ per Hour	\$145	.00	\$18,125	.00
2.3	50	Owner Directed Repairs and Upgrades – LABOR- Technician - Overtime. For <u>Two Hundred Ten Dollars and 00 Cents</u> and _____ per Hour	\$210	.00	\$10,500	.00

2.4	125	<b>Owner Directed Repairs and Upgrades – LABOR-Apprentice/ Helper/ - Regular Time</b> For <u>Forty Four Dollars and 00 Cents</u> and _____ per Hour	\$44	.00	\$5,500	.00
2.5	50	<b>Owner Directed Repairs and Upgrades – LABOR-Apprentice Helper/ - Overtime</b> For <u>Sixty Nine Dollars and 00 Cents</u> and _____ per Hour	\$69	.00	\$3,450	.00
2.6	LUMP SUM	<b>Owner Directed Repairs and Upgrades – MATERIALS</b> A. Expected work to be done = \$25,000.00 B. Proposed Markup = <u>9</u> % C. Total = A+(AxB). Write this product below: <u>\$ 27,250.00</u>	\$27,250	.00	\$27,250	.00

**TOTAL BID - ITEMS 1.1 to 2.6, INCLUSIVE**

PLEASE PRINT

One Hundred Forty One Thousand Five Hundred Seventy Five Dollars 00 Cents

WRITTEN IN WORDS: \_\_\_\_\_ Dollars \_\_\_\_\_ Cents

WRITTEN IN FIGURES: \$141,575.00

LEGAL NAME OF BIDDER: Fran Corp dba All Bright Electric

ADDRESS: 100 Snake Hill Road  
West Nyack, New York 10994

PREPARED BY: 

TITLE: Executive Vice President

TELEPHONE NO.: 845-358-1200 CELL NO: 914-906-1703

EMAIL: dstack@allbrightelectric.com

DATE: 8/11/2023

**BID AND BIDDER'S AFFIDAVIT**

Bid No.: RFB-7016

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: \_\_\_\_\_

One Hundred Forty One Thousand Five Hundred Seventy Five Dollars, 00 Cents.

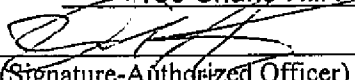
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\$ 141,575.00  
(Total Bid in Figures)

By submission of this bid, the Bidder acknowledges that it has read the 1) Information for Bidders, 2) Form of Contract, 3) Schedule "A", Scope of Services, 4) All Schedules, and 5) all addenda (if any).

Bid Made by:  
(Firm Legal Name) Fran Corp dba All Bright Electric

Address: 100 Snake Hill Road, West Nyack, NY 10994

By:  David J. Stack Executive Vice President  
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: 845-358-1200 Cell: 914-906-1703

Tax ID Number: 13-3187177 Date: 8/11/2023

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

David J. Stack, Executive Vice President  
Name Title

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;

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;

A bid shall not be considered for award nor shall any award be made where [A], [B], [C] above have not been complied with; provided however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore: [affix addendum to this page if space is required for Statement.]

D. The bidder is not in arrears to the City of Yonkers upon debt, contract or taxes and is not a defaulter, as surety or otherwise, upon obligation to the City of Yonkers;

E. The bid prices are to cover all expenses of every kind incidental to the completion of the work and the Contract therefore, including all claims that may arise through damage or any other cause whatever, and for those items for which the prices are established in the Specifications, hereby agree to perform such additional work and supply such additional material at the prices therein established;

F. The Bidder shall make no claim on account of any variations between the quantities of the approximate estimate and the quantities of the work as done, nor on account of any misconception or misunderstanding of the nature and character of the work to be done, or of the ground or place where it is to be done;

G. The bidder is the only one interested in this bid; and it is made without any connection with any other person or persons making an estimate for the same work, and is in all respects fair, and without collusion or fraud;

H. No member of the municipal government of the City of Yonkers nor any officer or employee of the City, is directly or indirectly interested in this bid, or in the supplies or the material for the work or in any portion of the profit thereof;

I. Fair and Ethical Business Practices will be strictly adhered to during the life of this Contract. During the term of this Contract, neither the Bidder nor any director, partner, principal, officer or employee shall:

1. File with a government office or employee, a written instrument which intentionally contains a false statement or false information;
2. Intentionally falsify business records;
3. Give, or offer to give, money or any other benefit to a labor official with intent to influence that labor official with respect to any of his or her acts, duties or decisions as a labor official;

4. Give, or offer to give, money or any other benefit to a public servant with intent to influence that public servant with respect to any of his or her acts, duties or decisions as a public servant; and
5. Knowingly participate in the criminal activities of any organized crime group, syndicate or family, nor shall any person employed by or associated with any such organized crime family, syndicate or group participate through criminal means in any of the business affairs of the Bidder.

J. In addition, if it becomes known that any director, partner, officer, employee of the Bidder, or any shareholder owning 5% or more of the Bidder's stock:

1. is the subject of investigation involving any violation of criminal law or other federal, state or local law or regulation by any governmental agency; or
2. is arrested, indicted or named as an unindicted co-conspirator in any indictment or other accusatory instrument; or
3. is convicted of any felony under state or federal law and/or any misdemeanor involving a business-related crime.

The Bidder shall immediately notify the City of any such event.

AFFIDAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF New York, COUNTY OF Rockland


as:

David J. Stack being duly sworn,

says:

I am a member of Fran Corp dba All Bright Electric,  
the above named corporation whose name is subscribed to and which executed the foregoing bid.  
I reside at Bardonia, New York 10954

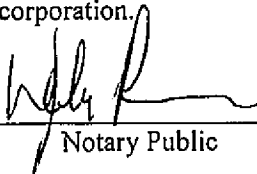
I have full knowledge of the matters pertaining thereto.

  
(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF New York )  
 ) ss:  
COUNTY OF Rockland )

On the 11th day of August, in the year 2023, before me personally  
came David J. Stack, to me known, who, being  
by me duly sworn, did depose and say that he/she resides at  
Bardonia, New York 10954, that she is the  
Executive Vice President of Fran Corp dba All Bright Electric, 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

If a Corporation, Bidder must complete both Affidavit and Acknowledgement sections and submit this page with its bid

(Bid and Bidder's Affidavit)

Dalia Rivera  
Notary Public, State of New York  
Reg. No. 01RI6388711  
Qualified in Rockland County  
Commission Expires March 11, 2027

AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

as:

\_\_\_\_\_ being duly sworn,  
says:

I am a member of \_\_\_\_\_ the  
above named partnership whose name is \_\_\_\_\_ described to and which executed the foregoing bid. I  
reside at \_\_\_\_\_

\_\_\_\_\_, I have full  
knowledge of the matters pertaining thereto.

\_\_\_\_\_  
(Signature of the person who signed the Bid)

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 foregoing instrument; and he/she duly acknowledged to me that he/she  
executed the same for and in behalf of \_\_\_\_\_ for the uses and purpose mentioned therein.

\_\_\_\_\_  
Notary Public

If a Partnership, Bidder must complete both Affidavit and acknowledgement sections and submit this page with its bid.

(Bid and Bidder's Affidavit)



AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

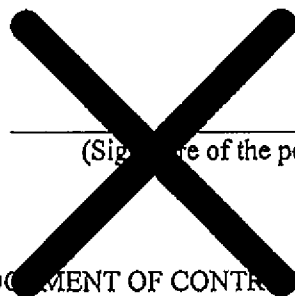
STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

as:

\_\_\_\_\_ being duly sworn,

says:

I am the person who submitted the foregoing bid. I have full knowledge of the matters pertaining thereto.



\_\_\_\_\_  
(Signature of the person who signed the Bid)

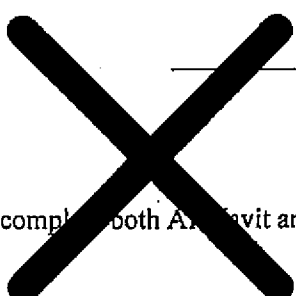
ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ )

) ss:

COUNTY OF \_\_\_\_\_ )

On 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 the/she executed the same.



\_\_\_\_\_  
Notary Public

If an Individual, Bidder must complete both Affidavit and Acknowledgement sections and submit this page with its bid.

(Bid and Bidder's Affidavit)

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
**(Contractor)**

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

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

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "City of Yonkers" and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

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

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

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
- i. Premises - Operations.
  - ii. Broad Form Contractual.
  - iii. Independent Contractor and Sub-Contractor.
  - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

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

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

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:
- (i) Owned automobiles.
  - (ii) Hired automobiles.
  - (iii) Non-owned automobiles.
- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

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

- (a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- (b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.
- (c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

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

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

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

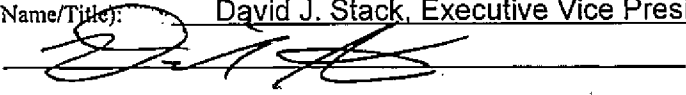
An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise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

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

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?  
 No  
 Yes (as a business owned and controlled by persons of color)  
 Yes (as a business owned and controlled by women)
  
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?  
 No  
 Yes (as a MBE)  
 Yes (as a WBE)

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

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: \_\_\_\_\_
  
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: Fran Corp dba All Bright Electric  
Address: 100 Snake Hill Road  
West Nyack, New York 10994  
Completed By (Print Name/Title): David J. Stack, Executive Vice President  
Signature: 

## SCHEDULE "E"

### CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

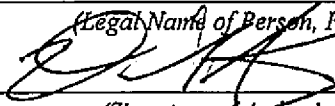
by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have paid the Contractor plus any reasonable costs the City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

Agreed:

Fran Corp dba All Bright Electric

*(Legal Name of Person, Firm or Corporation)*

By:



*(Signature of Authorized Representative)*

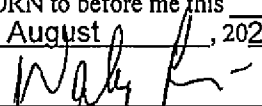
Executive Vice President

*(Title)*

Dated:

8/11/2023

SWORN to before me this 11th day  
of August, 2023

  
Notary Public

Dalia Rivera  
Notary Public, State of New York  
Reg. No. 01RI6388711  
Qualified in Rockland County  
Commission Expires March 11, 2027

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

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

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

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

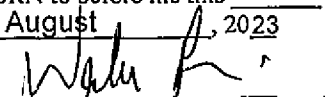
During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement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

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

I, David J. Stack, being duly sworn, deposes and says that he/she is the Executive Vice President of the Fran Corp dba All Bright Electric Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

  
SIGNED

SWORN to before me this 11th day  
of August, 2023

  
Notary Public

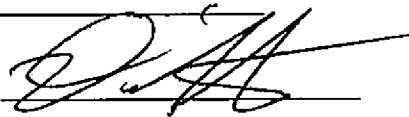
Dalia Rivera  
Notary Public, State of New York  
Reg. No. 01RI6388711  
Qualified in Rockland County  
Commission Expires March 11, 2027

**SCHEDULE "G"**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

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

Name of Bidder: Fran Corp dba All Bright Electric  
(Print full legal name)

Date Signed: 8/11/2023

Signature: 

Name of Person Signing Certificate: David J. Stack, Executive Vice President  
(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 11th day  
of August, 2023

  
Notary Public

Dalia Rivera  
Notary Public, State of New York  
Reg. No. 01R16386711  
Qualified in Rockland County  
Commission Expires March 11, 2027





FRANCOR-01

ADESALVO

# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 10/13/2023

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

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

<b>PRODUCER</b> Acrisure Insurance Partners Services of NY, LLC 90 S. Ridge Street Rye Brook, NY 10573	<b>CONTACT NAME:</b> Jennifer Snyder <b>PHONE (A/C, No, Ext):</b> (914) 412-0534 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> JeSnyder@acrisure.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Selective Insurance Company of New York	<b>NAIC #</b> 13730
<b>INSURER B:</b> Selective Insurance Company of America	12572
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	S 2397781	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 2397781	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			S 2397781	3/1/2023	3/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 9082384	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			S 2397781	3/1/2023	3/1/2024	Limit 250,000
A	Contractors Equip			S 2397781	3/1/2023	3/1/2024	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: #2024-00000383. The City of Yonkers/Yonkers Public Schools/Board of Education are included as additional insured with respect to General Liability when required by written contract. Waiver of subrogation applies with respect to General Liability when required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Yonkers/Yonkers Public Schools/Board of Education One Larkin Center Yonkers, NY 10701	<b>CANCELLATION</b>  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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**PRIMARY AND NONCONTRIBUTORY —  
OTHER INSURANCE CONDITION**

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

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

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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## ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00NY 01 19

**SUMMARY OF COVERAGES (Including index)**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

<b>DESCRIPTION</b>	<b>PAGE FOUND</b>
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
<ul style="list-style-type: none"> <li>• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)</li> <li>• Lessors of Leased Equipment</li> <li>• Managers or Lessors of Premises</li> <li>• Mortgagees, Assignees and Receivers</li> <li>• Any Other person or organization other than a joint venture</li> <li>• Grantors of Permits</li> </ul>	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 8
Employees As Insureds Modified	Page 5
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 4
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Ball Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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**ElitePac®**  
**General Liability Extension Endorsement**

COMMERCIAL GENERAL LIABILITY  
CG 73 00NY 01 19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies the Insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

The **SECTIONS** of the Commercial General Liability Coverage Form Identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, the coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**COVERAGES - Amendments**

**SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**EXCLUSIONS**

**Non-Owned Aircraft, Auto or Watercraft**

A. Paragraph (2) of Exclusion g. Aircraft, Auto Or Watercraft under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an Insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion g. Aircraft, Auto Or Watercraft under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. Other Insurance, b. Excess Insurance under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**Damage To Premises Rented to You**

A. The last paragraph of Paragraph 2. Exclusions under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

- 6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

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C. Paragraph a. of Definition 9. "Insured contract" under SECTION V - DEFINITIONS is deleted in its entirety and replaced with the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

#### Electronic Data Liability

A. Exclusion p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability under COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions is deleted in its entirety and replaced by the following:

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the most we will pay under COVERAGE A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

#### SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

##### Any Insured Amendment

Exclusion a. Any Insured under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

##### a. Any Insured

To any Insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if COVERAGE C MEDICAL PAYMENTS is excluded by another endorsement to this Coverage Part.

##### Product Amendment

Exclusion f. Products-Completed Operations Hazard under COVERAGE C MEDICAL PAYMENTS, 2. Exclusions is deleted in its entirety and replaced with the following:

##### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if COVERAGE C MEDICAL PAYMENTS is excluded by another endorsement to this Coverage Part.

#### SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

##### Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

#### SECTION II - WHO IS AN INSURED - Amendments

##### Not-for-Profit Organization Members

The following paragraph is added to SECTION II - WHO IS AN INSURED:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

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1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

**Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2.e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply but only for the benefit of the co-"employee" described above.

This provision does not apply to any claims covered under Worker's Compensation insurance.

**Newly Formed Or Acquired Organizations**

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:
  - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an Insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

**Blanket Additional Insureds - As Required By Contract**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

- A. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**
  1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
  2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

## B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

### 1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### 2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

### 3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

### 4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

### 5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;



- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.
- This insurance does not apply to:
- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

#### **Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

#### **Incidental Malpractice**

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

#### **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments**

##### **Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or

5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

#### **Primary and Non-Contributory Provision**

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

#### **Unintentional Failure To Disclose Hazards**

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

#### **Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or
3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

#### **Liberalization**

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### **SECTION V - DEFINITIONS**

##### **Electronic Data**

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

##### **Employee Amendment**

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

**Golfing Facility**

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

**Not-for-profit Member**

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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# Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 79 88NY 01 19

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### 1. BLANKET ADDITIONAL INSUREDS

##### a. Ongoing Operations

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations. If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

##### b. Completed Operations

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

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c. The coverages provided in Paragraphs a. and b. do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. Exclusions

(1) With respect to the insurance afforded to additional insureds under a. **Ongoing Operations** the following is added to 2. **Exclusions** under **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

(2) With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations**, the following is added to 2. **Exclusions** under **SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Conditions

With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations** the following is added to Paragraph 4. **Other Insurance, a. Primary Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary and will not contribute with any other valid and collectible insurance available to an additional insured under this coverage part provided that:

(1) The additional insured is a Named Insured under such other insurance.

(2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. **PROPERTY DAMAGE CARE, CUSTODY OR CONTROL**

The following is added to Exclusion J. under **SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

(1) Personal property in the care, custody or control of the insured; and

(2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under (1) and (2) above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under (1) and (2) above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

**3. OTHER INSURANCE AMENDMENT - SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM OR SIMILAR PROJECT**

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

(v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy. This coverage applies excess over any other valid and collectible insurance.

**4. FELLOW EMPLOYEE EXTENSION**

Under **SECTION II - WHO IS AN INSURED** Paragraphs 2.a. and 2.a.(1) are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion (**SECTION I - COVERAGES; Coverage A, exclusion e.**) does not apply to this provision but only for the benefit of the co-"employee" described above.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) Arising out of his or her providing or failing to provide professional health care services.

This provision does not apply to any claims covered under Worker's Compensation insurance.

**5. CONTRACTUAL LIABILITY (RAILROADS)**

**Definition 9. Insured Contract** is amended as follows:

Paragraph c. is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph f.(1) is deleted in its entirety.

**6. CONTRACTUAL LIABILITY AMENDMENT - (PERSONAL AND ADVERTISING INJURY)**

If it is required in a written contract, written agreement or written permit with the Insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement"

**7. WAIVER OF GOVERNMENTAL IMMUNITY**

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

**8. DAMAGE TO PREMISES RENTED TO YOU**

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

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# ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO  
CA 78 09NY 11 17

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

### AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

#### NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to SECTION II, A.1. - Who Is An Insured:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "Insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of SECTION II, A.2.a. - Supplementary Payments are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

### EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to SECTION II, B.4. - Exclusions

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

#### FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion, SECTION II, B.5. - is deleted in its entirety.

#### CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to SECTION II, B.6. - Exclusions:

This exclusion does not apply to property owned by anyone other than an "Insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
  2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.
- B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

#### LIMITED LIABILITY COMPANIES

The following is added to SECTION II, A.1. - Who Is An Insured:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

#### BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to SECTION II, A.1. - Who Is An Insured:

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for

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"bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

#### **EMPLOYEES AS INSURED**

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - Who Is An Insured:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

#### **AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE**

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

#### **TOWING AND LABOR**

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **GLASS BREAKAGE DEDUCTIBLE**

The following is added to SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **ADDITIONAL TRANSPORTATION EXPENSES**

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities and Schools.

#### **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

The following is added to SECTION III, A.4. - Coverage Extensions:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:



1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - (a) The operational safety of the vehicle might otherwise be impaired;
  - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
  - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

#### **HIRED AUTO LOSS OF USE COVERAGE**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Schools.

#### **AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
  - c. Security deposits not refunded by the lessor or financial institution;
  - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

#### **PERSONAL EFFECTS**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

#### **AIRBAG COVERAGE**

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE**

**SECTION III, B.4. - Exclusions**

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits audio, visual or data signals and accessories used with such equipment, provided such equipment is:
  - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
  - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
  - c. Designed to be solely operated by use of power from the "auto's" electrical system; or
  - d. Designed to be used solely in or upon the covered "auto".

A deductible of \$50 will apply to each covered "loss" of such equipment.

#### **COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE**

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations higher than \$50 is hereby reduced to \$50 for "loss" caused by theft if the "auto" is equipped with an "auto" location tracking device and that device aided in the recovery of the "auto".

## **PHYSICAL DAMAGE LIMIT OF INSURANCE**

**SECTION III, C. - Limit Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

## **AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS**

### **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss**:

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

### **WAIVER OF SUBROGATION**

**SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

## **MULTIPLE DEDUCTIBLES**

The following is added to **SECTION IV, A. - Loss Conditions**:

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive, Collision, or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

### **CONCEALMENT, MISREPRESENTATION OR FRAUD**

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud**:

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

**SECTION IV, B. 5. Other Insurance Condition, Paragraph 5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

### **POLICY PERIOD, COVERAGE TERRITORY**

**SECTION IV, B.7. - Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

### **TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES**

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us**:

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If a "loss" covered under this Coverage Part also involves a "loss" to other property resulting from the same occurrence of "loss" or damage that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

A minimum deductible of \$50 will apply to each covered "loss" unless it is a Collision "loss" for a "private passenger auto". For a "private passenger auto", a minimum deductible of \$100 for Collision will apply to each "loss".

**AMENDMENTS TO SECTION V - DEFINITIONS**

**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

**ADDITIONS TO SECTION V - DEFINITIONS**

**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

**EXTRA HEAVY TRUCK**

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

**HEAVY TRUCK**

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

**LIGHT TRUCK**

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

**MEDIUM TRUCK**

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

**PRIVATE PASSENGER AUTO**

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

**SOCIAL SERVICE VAN OR BUS**

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

**TELEMATIC DEVICE**

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

**VOLUNTEER WORKER**

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

## ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO  
CA 78 16NY 11 17

### SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

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DESCRIPTION	
<b>AMENDMENTS TO SECTION II - LIABILITY COVERAGE</b>	
Newly Acquired Or Formed Organizations	Coverage Extension <sup>(1)</sup>
Limited Liability Companies	Coverage Extension <sup>(1)</sup>
Employees As Insureds	Coverage Extension <sup>(1)</sup>
Blanket Additional Insureds	Coverage Extension <sup>(1)</sup>
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident" <sup>(1)</sup>
Loss Of Earnings	\$1,000 Per Day <sup>(1)</sup>
Employee Indemnification and Employer's Liability Amendment	Coverage Extension <sup>(1)</sup>
Fellow Employee Coverage	Coverage Extension <sup>(1)</sup>
Care, Custody Or Control Amendment	\$1,000 Per Accident \$500 Deductible Per "Accident" <sup>(1)</sup>
<b>AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE</b>	
Towing And Labor	Coverage Extension <sup>(1)</sup>
Private Passenger Auto, Social Service Van or Bus, Light Truck Medium, Heavy and Extra Heavy Trucks	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension <sup>(1)</sup>
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800 <sup>(1)</sup>
Hired Auto Physical Damage Coverage	\$75,000 per "loss" <sup>(1)</sup>
Hired Auto Loss of Use Coverage	\$750 Per "Accident" <sup>(1)</sup>
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension <sup>(1)</sup>
Personal Effects	\$500 Per "Accident" <sup>(1)</sup>
Airbag Coverage	Coverage Extension <sup>(1)</sup>
Expanded Audio, Visual, And Data Electronic Equipment	Coverage Extension <sup>(1)</sup>
Comprehensive Deductible - Location Tracking Device	Coverage Extension <sup>(1)</sup>
Physical Damage Limit Of Insurance	Coverage Extension <sup>(1)</sup>

DESCRIPTION	
<b>AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS</b>	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension <sup>(1)</sup>
Waiver of Subrogation	Coverage Extension <sup>(1)</sup>
Multiple Deductibles	Coverage Extension <sup>(1)</sup>
Concealment, Misrepresentation Or Fraud	Coverage Extension <sup>(1)</sup>
Policy Period, Coverage Territory	Coverage Extension <sup>(1)</sup>
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension <sup>(1)</sup>
<b>AMENDMENTS TO SECTION V - DEFINITIONS</b>	
Bodily Injury Including Mental Anguish (Not Applicable In New York)	Broadened Definition <sup>(1)</sup>
Coverage Territory	Broadened Definition <sup>(1)</sup>

(1) Provision provided in coverage extension form CA7809 NY.

## OTHER INSURANCE CONDITION FOR ADDITIONAL INSUREDS — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY  
CXL 449NY 06 17

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION IV — CONDITIONS**, Paragraph H. **Other Insurance**:

With respect to each additional insured under **SECTION II, WHO IS AN INSURED**, Paragraph A.5., this insurance is (i) excess over any "underlying policy", and (ii) primary to, and we will not seek contribution from, any other valid and collectible insurance providing coverage to any such additional insured whether primary or excess. However, we will not waive our right to seek contribution from other valid and collectible insurance available to an additional insured on this policy unless:

- a. The additional insured is a Named Insured under such other valid and collectible insurance;
- b. The additional insured is included as an additional insured on an "underlying policy";
- c. You have agreed in a written contract, written agreement or written permit that this insurance would be primary to and/or would not seek contribution from any other valid and collectible insurance provided to the additional insured; and
- d. The written contract or written agreement has been executed (executed means signed by the Named Insured) or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

The most we will pay on behalf of the additional insured is the amount of insurance required by the written contract, written agreement or written permit, less any amounts payable by any "underlying insurance", subject to **SECTION III — LIMITS OF INSURANCE**.

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

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# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS (WAIVER OF SUBROGATION)

COMMERCIAL UMBRELLA LIABILITY  
CXL 456 06 22

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

**A. The following is added to Paragraph M, Transfer Of Rights Of Recovery Against Others To Us under SECTION IV — CONDITIONS:**

We will waive any right of recovery against a person or organization because of payments we make under this Commercial Umbrella Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Either:
  - a. Waive any right of recovery against that person or organization; or
  - b. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract";
2. And:
  - a. Include such person or organization as an additional insured on your Commercial Umbrella Liability Coverage Part; and
  - b. The "underlying insurance" contains a substantially similar waiver of recovery rights.

Such waiver by us applies only to the person or organization identified above and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**B. The following Definition is added to SECTION V — DEFINITIONS:**

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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**WC 00 03 13**  
**WAIVER OF OUR RIGHT TO**  
**RECOVER FROM OTHERS ENDORSEMENT**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on \_\_\_\_\_ at 12:01 A.M., standard time, forms a part of

Policy No. **WC 9082384** (DATE) Endorsement No. \_\_\_\_\_ Premium (if any) \$ \_\_\_\_\_

of the

(NAME OF INSURANCE COMPANY)

issued to

\_\_\_\_\_  
Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

Any party for whom you have agreed via written contract to waive subrogation prior to any loss.

**This waiver is not applicable in any jurisdiction where prohibited by statute or regulation.**





**Workers' Compensation Board**

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

<p>1 a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Fran Corp dba All Bright Electric 100 Snake Hill Road West Nyack, NY 10994</p>	<p>1 b. Business Telephone Number of Insured</p> <p>(845)358-1200</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1 d. Federal Employer Identification Number of Insured or Social Security Number 133187177</p>
<p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Work-Up Policy)</p> <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Yonkers/Yonkers Public Schools/Board of Education One Larkin Center Yonkers, NY 10701</p>	<p>3a. Name of Insurance Carrier</p> <p>Selective Insurance Co. of America</p> <p>3b. Policy Number of Entity Listed in Box "1 a"</p> <p>WC 9082384</p> <p>3c. Policy effective period to</p> <p>3/1/2023 to 3/1/2024</p> <p>3a. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled 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 the 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 Workers' Compensation contract of insurance only while the underlying policy is in effect.

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

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

Approved by: Keevily Spero Whitelaw Inc  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  October 13, 2023  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: (914) 381-5511

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.  
C-105.2 (9-17)

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter. 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 compensation to any such employee if so employed.
1. 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 a hazardous employment defined by this chapter, 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 compensation for all employees has been secured as provided by this chapter.



Workers' Compensation Board

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

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

<p>1a. Legal Name &amp; Address of Insured (use street address only)          Fran Corp          All Bright Electric          100 Snake Hill Road          West Nyack NY 10994          Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, Lo., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured          8453581200</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number          13-3187177</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)          City of Yonkers/Yonkers Public Schools/Board of Education</p> <p>One Larkin Center          YONKERS, NY 10701</p>	<p>3a. Name of Insurance Carrier          SHELTERPOINT LIFE INSURANCE COMPANY</p> <p>3b. Policy Number of Entity Listed in Box "1a"          D51367</p> <p>3c. Policy effective period          10/1/2023 to 9/30/2024</p>

4. Policy provides the following benefits:

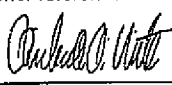
A. Both disability and paid family leave benefits.  
 B. Disability benefits only.  
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
 B. Only the following class or classes of employer's employees:

\_\_\_\_\_

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

Date Signed 10/13/2023 By   
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

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

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

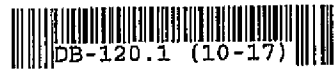
**State of New York  
Workers' Compensation Board**

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

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

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

*Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.*



## 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 New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance 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 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.**

### 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.