

**SCHOOL FACILITIES MANAGEMENT
CONTRACT MANUAL AND SPECIFICATIONS**

for the

Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29

BID NO. 7043

OPENING DATE: FRIDAY, OCTOBER 13, 2023

SED #

YPS JOB #

66-23-00-01-0-029-012

10878

BOARD OF EDUCATION

Rev. Steve Lopez, President
Dr. Rosalba Corrado Del Vecchio, Vice President

Mr. Lawrence R. Sykes
Mr. Amjed I. Kuri
Ms. Gail Burns
Ms. Sheila Greenwald

Mr. Kevin Cacace
Dr. John Castanaro
Ms. Rosemarie P. Linton

Dr. Luis Rodriguez
Interim Superintendent of Schools

Michael Pelliccio
Interim Executive Director
School Facilities Management

YONKERS PUBLIC SCHOOLS
One Larkin Center
Yonkers, New York 10701

BIDDER TO FILL OUT (PRINT):

LEGAL NAME OF BIDDER: P B Contracting Corp

ADDRESS: 95 Broadway STE 1, Hicksville NY 11801

(P. O. Boxes are not acceptable)

CONTACT: Kashif Naseem **TITLE:** President

PHONE NO.: 631-627-9204 **FAX:** 516-622-4808

E-MAIL: Progressivebuilders22@gmail.com

DATE: 11/14/2023

**DO NOT RETURN ENTIRE BID PACKAGE –
ONLY RETURN WHAT IS LISTED IN THE “INFORMATION FOR BIDDERS”, PAGE 5**

COMPLETE THIS FORM IN INK

BID NO.: IFB-7043

BID SCHEDULE OF PRICES - ITEMIZED

SEE ATTACHMENT A

For furnishing and providing all the necessary material, machinery, plant, implements, tools, labor, services, skill and other items of whatever nature required, and to do and perform all the work necessary under the Contract, to complete the work in accordance with the Drawing and Specifications and any Addenda thereto and to accept in full compensation therefore the amount of the total bid stated, the sum of:

TOTAL BID: ITEMS 1 TO 4 INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: One Million nine hundred thousand
five hundred Dollars Zero Cents

Written in Figures: \$ 1,900,500-00

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

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number 7 (Bidder to insert number of last Addendum received.)

Availability to Start Work: As soon as NTP Issued

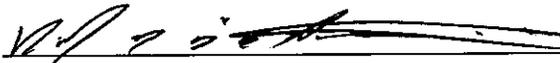
Legal Name of Bidder: P B Contracting Corp

Address of Bidder: 95 Broadway STE 1
Hicksville NY 11801

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

Prepared By: Kashif Naseem

Title: President

Signature: 

Telephone No.: 631-627-9204

Fax No.: 516-622-4808

E-Mail: Progressivebuilders22@gmail.com

Date: 11/14/2023

COMPLETE THIS FORM IN INK

BID NO.: IFB-7043

BID SCHEDULE OF PRICES - LUMP SUM BID

“Intentionally Omitted”.

BID AND BIDDER'S AFFIDAVIT

Bid No.: **IFB-7043**

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 Million nine hundred thousand
five hundred Dollars, Zero Cents
(printed or typed in words)

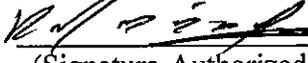
\$ 1,900,500-00
(Total Bid in Figures)

By submission of this bid, the Bidder acknowledges that it has read all the contents of this document including the Important Information for Bidders, Information for Bidders, Schedule "A", General Agreement, General Conditions, Supplementary Conditions, Engineering Department Rules and Regulations, Technical Construction Specifications, Drawings, the Prevailing Wage Schedule for Article 8 Public Work Project (PRC# 2023010652), all Schedules, and all addenda, if any.

Bid Made by:

(Firm Legal Name) P B Contracting Corp

Address: 95 Broadway STE 1, Hicksville NY 11801

By:  Kashif Naseem President
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: 631-627-9204 Fax: 516-622-4808

Tax ID Number: 26-1968717 Date: 11/14/2023

Email: Progressivebuilders22@gmail.com

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

Kashif Naseem

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;
- 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.

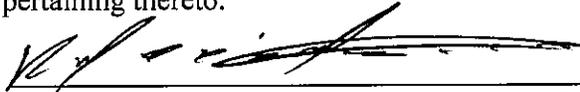
AFFIDAVIT WHERE THE BIDDER IS A CORPORATION

STATE OF New York, COUNTY OF WASSAUG

as: Kashif Naseem being duly sworn,
says:

I am a member of P B Contracting Corp,
the above named corporation whose name is subscribed to and which executed the foregoing bid. I reside at
95 Broadway STE 1
Hicksville NY 11801

I have full knowledge of the matters pertaining thereto.

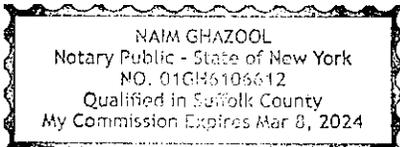


(Signature of the person who signed the Bid)

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF New York
COUNTY OF WASSAUG ss:

On the 10 day of November, in the year 2023, before me personally came
Kashif Naseem, to me known, who, being by me duly sworn,
did depose and say that he/she resides at 95 Broadway STE 1, Hicksville NY 11801, that
she is the President of P B Contracting Corp, 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 – Bid # IFB-7043)

IN WITNESS WHEREOF: The Superintendent, or his 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

P B Contracting Corp
Name of Contractor

By: _____

Name: Dr. Luis Rodriguez

Title: Interim Superintendent

Date: _____

By: 

Name: Kashif Naseem

Title: President

Date: 11/14/2023

By: _____

Name: Rev. Steve Lopez

Title: President, Board of Education

Date: _____

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:	_____
INITIATING DEPARTMENT:	School Facilities Management
PURCHASING CONTACT- BUYER:	Miguel A. Martinez, Associate Director

ACKNOWLEDGEMENT OF THE YONKERS PUBLIC SCHOOLS

State of New York
County of Westchester
City of Yonkers ss:

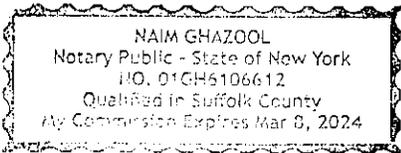
On this _____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the Mayor of the City of Yonkers; executed the foregoing instrument pursuant to a resolution of the City of Yonkers Board of Contract and Supply; and he acknowledged to me that he executed the same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

Notary Public or Commissioner of Deeds

ACKNOWLEDGEMENT WHERE THE CONTRACTOR IS A CORPORATION

STATE OF New York)
COUNTY OF Nassau) ss:

On the 10 day of November, in the year 2023, before me personally came Rashif Naseem, to me known, who, being by me duly sworn, did depose and say that he/she resides at 95 Broadway STE 1, Hicksville NY 11801, that he/she is the President of PB Contracting Corp, 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.



[Signature]
Notary Public

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

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

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

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

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

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

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

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

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: _____
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: General Contractor
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 - Yes
 - No
6. Name of Firm/Business Enterprise: P B Contracting Corp
Address: 95 Broadway STE 1
Hicksville NY 11801
Completed By (Print Name/Title): Kashif Naseem, President
Signature: [Handwritten Signature]

SCHEDULE "C"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

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

Agreed:

P B Contracting Corp

(Legal Name of Person, Firm or Corporation)

By:

[Signature]

(Signature of Authorized Representative)

President

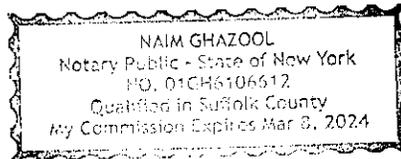
(Title)

Dated:

11/10/23

SWORN to before me this 10 day
of November, 2023

[Signature]
Notary Public



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

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

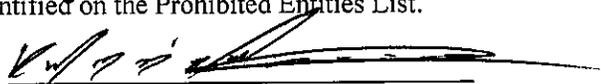
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under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

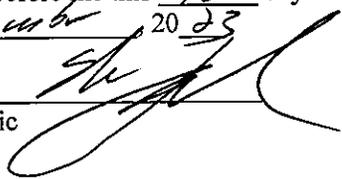
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed,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

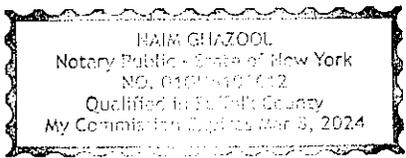
During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement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

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

I, Kashif Naseem, being duly sworn, deposes and says that he/she is the President of the PB Contracting Corp Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 10 day
of November 2023

Notary Public



SCHEDULE "E"
NON-COLLUSIVE BIDDING CERTIFICATION

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

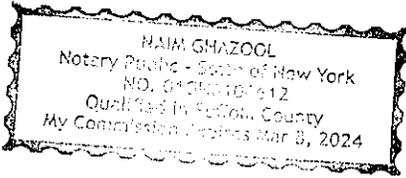
Name of Bidder: P B Contracting Corp
(print full legal name)

Date Signed: 11-10-23 Signature: [Signature]

Name of Person Signing Certificate: Kashif Naseem
(print full legal name of signer)

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

SWORN to before me this 10 day
of November, 2023
[Signature]
Notary Public



SUPPLEMENTARY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U.7 CONTRACTOR TO NOTIFY CITY DEPARTMENTS

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

U.8 COST OF REMOVAL OF CITY STRUCTURES

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

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

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

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

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

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

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

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

ATTACHMENT A - BID SCHEDULE OF PRICES – BID NO. IFB-7043

Window & Ceiling Replacement and Generator Phase 3 of 3 at School 29

SED PROJECT #66-23-00-01-0-029-012

YPS PROJECT #10878

GENERAL CONSTRUCTION WINDOW – CONTRACT 1

ITEM	APPROX. EST. QUANTITY (A)	ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
			(B)		(A) X (B)	
1	1	Lump Sum: <u>Base Bid</u> Price to Complete all General Construction WINDOW Work as Described in the Contract Documents. <u>One million Eight hundred forty five thousand Dollars</u> Lump Sum ⁰⁰ / ₁₀₀	1,845,000	00	1,845,000	00
2	4	Unit Price Bid: To provide necessary tools, scaffolding, labor and materials to repoint 100 square feet (s.f.) of masonry brick as per Plans and Specifications up to 2 stories in height. <u>Two thousand five hundred Dollars</u> ⁰⁰ / ₁₀₀ per 100 s.f.	2,500	00	2,500	00
3	2	Unit Price Bid: To provide necessary tools, scaffolding, labor and materials to replace 100 square feet (s.f.) of masonry brick as per Plans and Specifications up to 2 stories in height. <u>Three thousand Dollars</u> ⁰⁰ / ₁₀₀ per 100 s.f.	3,000	00	3,000	00
4	1	Necessary: Miscellaneous Additional Work for Owner Directed Work, if so Desired by the District. <u>Fifty Thousand and -----00/100</u> _____ Necessary	50,000	00	50,000	00
Total Bid (Items 1 – 4)						
WRITTEN IN WORDS <u>One million nine hundred thousand five hundred dollars</u> ⁰⁰ / ₁₀₀			1,900,500	00	1,900,500	00

TOTAL BID - ITEMS 1 to 4, INCLUSIVE

PLEASE PRINT

WRITTEN IN WORDS: One million nine hundred
thousand five hundred Dollars Zero Cents

WRITTEN IN FIGURES: \$ 1,900,500.00

LEGAL NAME OF BIDDER: PB Contracting Corp

ADDRESS: 95 Broadway STE 1
Hicksville NY 11801

PREPARED BY: Kashif Naseem

TITLE: President

TELEPHONE NO.: 631-627-9204

EMAIL: Progressivebuilders22@gmail.com

DATE: 11/10/2023

FORM OF BID BOND

City of Yonkers
Bureau of Purchasing

Yonkers City Hall
Yonkers, New York 10701

BID NO.: IFB-7043

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned
PB Contracting Corp.

(Bidder's Legal Title)

as principal and **Old Republic Insurance Company**
(Surety's Legal Title)

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

5 % of the Bid Amount Dollars

(\$ _____)

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

Executed this 6th day of November, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Yonkers, Yonkers City Hall, Yonkers, N. Y., a certain bid, attached hereto and made a part hereof to enter into a Contract in writing for the construction of Window and Ceiling Replacement and Generator- Phase 3 of 3 at School 29 YPS Job# 10878 SED# 66-23-00-01-0-029-012

located at 47 Croydon Rd, Yonkers, NY 10710.

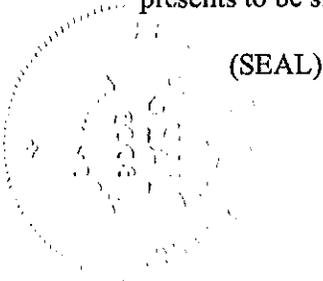
NOW, THEREFORE,

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

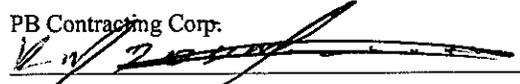
time within which the City may accept such bid; and said Surety does hereby waive notice of any such extension.

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

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



PB Contracting Corp.

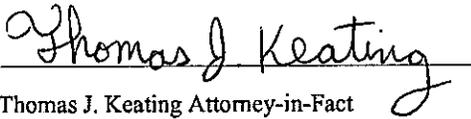


Principal

Old Republic Insurance Comapny

Surety



By: 

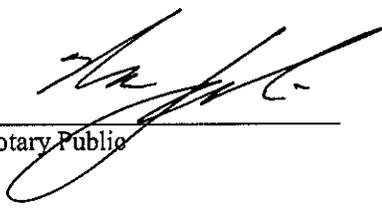
Thomas J. Keating Attorney-in-Fact

(BID BOND – Bid # **IFB-7043**)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

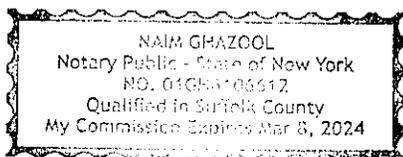
STATE OF New York)
CITY OF MASSA) ss:

On the 10, day of November in the year 2023 before me personally came Kashif Naseem to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did depose and say that he/she resides at 95 Broadway STE 1, Hicksville NY 11801, that he/she is the President of PB Contracting Corp, 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

(BID BOND – Bid # IFB-7043)



ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)

CITY OF _____) ss:

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

Notary Public

(BID BOND – Bid #)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

CITY OF _____) ss:

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

Notary Public

(BID BOND – Bid # **IFB-7043**)

ATTORNEY IN FACT ACKNOWLEDGEMENT

STATE OF Pennsylvania)

CITY OF Royersford) ss:

On the 6th day of November in the year of 2023, before me personally came Thomas J. Keating the attorney in fact of

Old Republic Insurance Company the Company named in the foregoing contract, to me

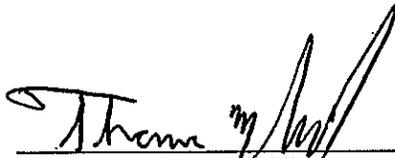
known to be the individual described in and who, as such attorney, executed the foregoing contract, and

acknowledged that he/she executed the same as the Act and deed of the said party or parties; therein described as

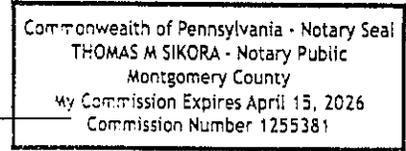
Consultant, and for the purpose therein mentioned, by virtue of a power of attorney duly executed and acknowledged

by the said party or parties, bearing date the 6th day of November 2023; that said powers of

attorney is still in full force.



Notary Public



ACKNOWLEDGEMENT OF SURETY

STATE OF Pennsylvania)

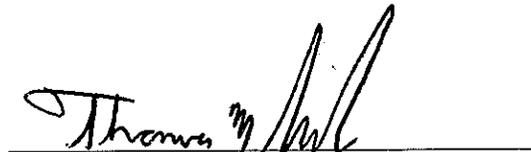
CITY Royersford) ss:

On this 6th day of November in the year 2023, before me personally came Thomas J. Keating to me known, who, being by me duly sworn, did

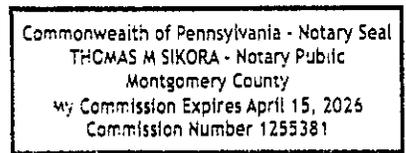
depose and say that he/she resides at

50 Caribou Court Reading, PA 19606, that he/she is the Attorney-in-Fact of Old Republic Insurance Company

, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.



NOTARY PUBLIC



(BID BOND – Bid # **IFB-7043**)



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint: **THOMAS J. KEATING of TRAPPE, PA**

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, ~~other than~~ ^{including} ~~surety bonds, mortgage deficiency bonds, mortgage and auto bonds, guaranteed, of installment paper and not guaranty bonds.~~ The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required). RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20th day of May, 2022

Karen J. Haffner
Assistant Secretary



Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20th day of May, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Brookfield, WI this 6th day of November, 2023

Karen J. Haffner
Assistant Secretary

72-6455

ORSC 11008 (6-93)

THE KEATING AGENCY, LLC

State of New York

DEPARTMENT OF FINANCIAL SERVICES

WHEREAS IT APPEARS THAT

Old Republic Insurance Company

Home Office Address Mt. Pleasant, Pennsylvania

Organized under the Laws of Pennsylvania

has complied with the necessary requirements of or pursuant to law, it is hereby

licensed to do within this State the business of

accident and health, fire, miscellaneous property, water damage, burglary and theft, glass, boiler and machinery, animal, collision, personal injury liability, property damage liability, workers' compensation and employers' liability, fidelity and surety, credit, motor vehicle and aircraft physical damage, marine and inland marine, marine protection and indemnity, residual value, credit unemployment, service contract reimbursement, legal services and gap insurance, as specified in paragraph(s) 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 19, 20, 21, 22, 24, 28, 29 and 26(A)(B)(C)(D) of Section 1113(a) of the New York Insurance Law and also such workers' compensation insurance as may be incident to coverages contemplated under paragraphs 20 and 21 of Section 1113(a), including insurances described in the Longshoremen's and Harbor Workers' Compensation Act (Public Law No. 803, 69 Cong. as amended; 33 USC Section 901 et seq. as amended), and as authorized by Section 4102(c), insurance of every kind or description outside of the United States and reinsurance of every kind or description to the extent permitted by certified copy of its charter document on file in this Department until July 1, 2024.

**In Witness Whereof, I have hereunto set
my hand and affixed the official seal of this
Department at the City of Albany, New York, this
1st day of July, 2023**



Adrienne A. Harris
Superintendent

By

Rawle Lewis
Special Deputy Superintendent

Original on Watermarked Paper

OLD REPUBLIC INSURANCE COMPANY
OF MT. PLEASANT, PENNSYLVANIA

STATUTORY FINANCIAL STATEMENT AS OF DECEMBER 31, 2022

ADMITTED ASSETS

Bonds	\$2,326,284,956
Common stocks	627,463,625
Cash, cash equivalents and short-term investments	115,262,534
Bonds, short-term investments and cash held under retrospective rating agreements	105,056,403
Premiums and considerations – uncollected premiums and agents' balances in the course of collection	602,971,511
Deferred premiums, agents' balances and installments booked but deferred and not yet due	5,396,218
Accrued retrospective premiums	349,056
Funds held by or deposited with reinsured companies	628,986
Other amounts receivable under reinsurance contracts	260,166
Amounts recoverable from reinsurers	109,630,586
Electronic data processing equipment and software	179,308
Investment income due and accrued	21,938,565
Current federal and foreign income tax recoverable and interest	476,359
Receivables from parent, subsidiaries and affiliates	15,946,777
Other assets	9,347,078
TOTAL ADMITTED ASSETS	\$3,941,202,230

LIABILITIES AND SURPLUS

Losses	\$1,126,329,785
Reinsurance payable on paid losses and loss adjustment expenses	13,872,966
Loss adjustment expenses	210,945,288
Commissions payable, contingent commissions and other similar charges	7,498,635
Other expenses (excluding taxes, licenses and fees)	24,544,862
Taxes, licenses and fees (excluding federal income taxes)	74,000,945
Current federal income taxes	0
Net deferred tax liability	17,225,673
Unearned premiums	341,640,467
Dividends declared and unpaid - policyholders	2,111,997
Advance premium	2,982,586
Ceded reinsurance premiums payable (net of ceding commissions)	468,651,286
Funds held by company under reinsurance treaties	97,814,943
Amounts withheld or retained by company for account of others	104,186,894
Remittances and items not allocated	1,850,911
Provision for reinsurance	37,014,434
Payable to parent, subsidiaries and affiliates	3,516,079
Other liabilities	17,830,458
TOTAL LIABILITIES	\$2,552,052,224
Common capital stock	3,800,004
Surplus notes	155,000,000
Gross paid in and contributed surplus	103,869,422
Unassigned funds (surplus)	1,126,480,580
SURPLUS AS REGARDS POLICYHOLDERS	\$1,389,150,006
TOTAL LIABILITIES AND SURPLUS	\$3,941,202,230

Securities carried at \$419,089,780 are deposited with States or Other Authorities as required by law.

STATE OF WISCONSIN)

)SS

COUNTY OF WAUKESHA)

Alan P. Pavlic, Vice President, and Karen J. Haffner, Vice President of Old Republic Insurance Company of Mt. Pleasant, Pennsylvania being duly sworn, each for himself, deposes and says that they are the above described officers of the said company, and that on the 31st day of December, 2022, the company was actually possessed of the assets set forth in the foregoing statement and that such assets were available for the payment of losses and claims and held for the protection of its policyholders and creditors, except as here-in-before indicated, and that the foregoing statement is a correct exhibit of such assets and liabilities of the said company on the 31st day of December, 2022, according to the best of their information, knowledge and belief, respectively.

Alan P. Pavlic, Vice President

Karen J. Haffner, Vice President

Sworn to and subscribed before me this 16th day of March, 2023

Notary Public, State of Wisconsin
My Commission expires: July 31, 2023





One Larkin Center, 3rd floor
Yonkers, New York 10701
(914) 376-6163

Fax: (914) 377-6030

Email: miguel.martinez@yonkersny.gov

CITY OF YONKERS

Purchasing

Mike Spano, Mayor

Tom Collich, Director

OCTOBER 05, 2023

- 1 PAGE

TO: PROSPECTIVE BIDDERS

FROM: Miguel A. Martinez III, MBA, NIGP-CPP, Associate Director

RE: IFB-7043-Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29

ADDENDUM No. 1:

The contents of this addendum alter and amend the original Bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their bids. Failure to acknowledge receipt may render your bid non-responsive and ineligible for award.

All addenda will be posted on the Empire State Purchasing Group: www.empirestatebidsystem.com

****PLEASE NOTE THE FOLLOWING: IMPORTANT INFORMATION:** All Bidders shall note:

**THIS BID HAS BEEN POSTPONED.
THE NEW OPENING DATE IS SCHEDULED FOR
FRIDAY, NOVEMBER 3, 2023 at 2PM EST.**

**This bid has been postponed due to pending questions.
Addendum No. 2 will be issued at a later date answering these questions.**

No further changes at this time.

****END OF BID ADDENDUM NO. 1****

IFB-7035: ADDENDUM No. 1 – ACKNOWLEDGEMENT – Return this document with your sealed bid.

Bidding Firm: P B Contracting Corp
Address: 95 Broadway STE 1 City State Zip Hicksville NY 11801
Bidder's Representative: Kashif Naseem
Title: President Signature: [Signature]
Date: 10/05/2023 E-mail: progressivebuilders22@gmail.com

10. Wall section 2/A425, 3/426, 4/426, 5/427, 6/427, 7/427, 8/427

1. These wall sections indicate replace reset loose or deteriorated brick for 2 rows of brick, however this work is not indicated on the elevation work scope notes. Please clarify this is to be included in the workscope.

Answer 4.10.1: Yes, this work to be included.

2. IFB-7043 Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29 Page 3, Table of Contents, is hereby amended as follows:

TECHNICAL SPECIFICATIONS: Table of Contents – PDF (1 Page)
PS29 10878 Technical Specifications – PDF (229 Pages)
07 2100 BSD-Thermal Insulation –PDF (3 Pages)
08 7101 YONK-Door Hardware – PDF (11 Pages)

DRAWINGS: PS29 10878 Drawings – PDF (24 Pages)

WP ACM Drawing 30X42 – PDF (1 Page)

3. IFB-7043 Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29 Page 3, Table of Contents, hereby incorporates the below and attached drawings and specifications:

1. 07 2100 BSD-Thermal Insulation –PDF (3 Pages)
2. 08 7101 YONK-Door Hardware – PDF (11 Pages)
3. WP ACM Drawing 30X42 – PDF (1 Page)

4. The Bid Opening Date was modified under Addendum No. 1 to November 3, 2023 at 2:00PM Local Time

No further changes at this time.

****END OF BID ADDENDUM NO. 2****

IFB-7043: ADDENDUM No. 2 – ACKNOWLEDGEMENT – Return this document with your sealed bid.

Bidding Firm: P B Contracting Corp
Address: 95 Broadway STE 1 City State Zip Hicksville NY 11801
Bidder's Representative: Kashif Naseem
Title: President Signature: [Signature]
Date: 10/06/2023 E-mail: Progressivebuilders22@gmail.com



One Larkin Center, 3rd floor
 Yonkers, New York 10701
 (914) 376-6163
 Fax: (914) 377-6030
 Email: miguel.martinez@yonkersny.gov

CITY OF YONKERS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

OCTOBER 06, 2023

-- 1 PAGE

TO: PROSPECTIVE BIDDERS
FROM: Miguel A. Martinez III, MBA, NIGP-CPP, Associate Director
RE: IFB-7043-Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29

ADDENDUM No. 3:

The contents of this addendum alter and amend the original Bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their bids. Failure to acknowledge receipt may render your bid non-responsive and ineligible for award.

All addenda will be posted on the Empire State Purchasing Group: www.empirestatebidsystem.com

****PLEASE NOTE THE FOLLOWING: IMPORTANT INFORMATION:** All Bidders shall note:

1. The following are clarifications to questions received for IFB-7043-Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29 and the City's responses;

Question 1. ASB-100 drawing lists and quantifies materials to be abated as only Window Caulking and Glazing and Door Caulking. Specifications outline substantially more abatement including ceramic tile and floor mastics. Please clarify

Answer 1: Please review Addendum No. 2 recently issued.

Question 2: Is there generator work on this project? Please advise.

Answer 2: No

2. The Bid Opening Date was modified under Addendum No. 1 to November 3, 2023 at 2:00PM Local Time

No further changes at this time.

****END OF BID ADDENDUM NO. 3****

IFB-7043: ADDENDUM No. 3 – ACKNOWLEDGEMENT – Return this document with your sealed bid.

Bidding Firm: P B Contracting Corp
 Address: 95 Broadway STE 1 City State Zip Hicksville NY 11801
 Bidder's Representative: Kashif Naseem
 Title: President Signature: [Signature]
 Date: 10/06/2023 E-mail: progressivebuilders22@gmail.com



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 Yonkers, New York 10701
 (914) 376-6163
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CITY OF YONKERS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

OCTOBER 25, 2023

- 1 PAGE

TO: PROSPECTIVE BIDDERS
FROM: Miguel A. Martinez III, MBA, NIGP-CPP, Associate Director
RE: IFB-7043-Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29

ADDENDUM No. 4:

The contents of this addendum alter and amend the original Bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their bids. Failure to acknowledge receipt may render your bid non-responsive and ineligible for award.

All addenda will be posted on the Empire State Purchasing Group: www.empirestatebidsystem.com

****PLEASE NOTE THE FOLLOWING: IMPORTANT INFORMATION:** All Bidders shall note:

1. Attachment PS29 10878 Technical Specifications is hereby amended as follows;
 - I. Asbestos Removal and Disposal on Pages 111-121 of the PDF is hereby stricken in its entirety and replaced with Section 02 8200 – Asbestos Abatement (PDF – Pages 1-162)
2. Attachment PS29 10878 Drawings is hereby amended as follows;
 - I. Drawing PS29 ASB-100 – Page 3, 1st Floor Asbestos Containing Material Location Plan is hereby stricken in its entirety and replaced with AA-001- General Abatement Notes and Details (PDF - 1 Page) and AA-100 – First Floor Abatement Plan, dated 10/18/23 (PDF- 1 Page).
3. The Bid Opening Date is hereby extended to November 10, 2023 at 2:00PM Local Time.

No further changes at this time.

****END OF BID ADDENDUM NO. 4****

IFB-7035: ADDENDUM No. 4 – ACKNOWLEDGEMENT – Return this document with your sealed bid.

Bidding Firm: P B Contracting Corp
 Address: 95 Broadway STE 1 City State Zip Hicksville NY 11801
 Bidder's Representative: Kashif Naseem
 Title: President Signature: [Signature]
 Date: 10/25/2023 E-mail: Progressivebuilders22@gmail.com



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CITY OF YONKERS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

NOVEMBER 2, 2023

- 1 PAGE

TO: PROSPECTIVE BIDDERS
FROM: Miguel A. Martinez III, MBA, NIGP-CPP, Associate Director
RE: IFB-7043-Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29

ADDENDUM No. 5:

The contents of this addendum alter and amend the original Bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their bids. Failure to acknowledge receipt may render your bid non-responsive and ineligible for award.

All addenda will be posted on the Empire State Purchasing Group: www.empirestatebidsystem.com

****PLEASE NOTE THE FOLLOWING: IMPORTANT INFORMATION:** All Bidders shall note:

**THIS BID DUE DATE HAS BEEN POSTPONED.
THE NEW OPENING DATE IS SCHEDULED FOR
TUESDAY, NOVEMBER 14, 2023 at 2PM EST.**

****END OF BID ADDENDUM NO. 5****

IFB-7043: ADDENDUM No. 5 – ACKNOWLEDGEMENT – Return this document with your sealed bid.

Bidding Firm: P B Contracting Corp
Address: 95 Broadway STE 1 City State Zip Hicksville NY 11801
Bidder's Representative: Kashif Naseem
Title: President Signature: [Handwritten Signature]
Date: 11/02/2023 E-mail: Progressivebuilders22@gmail.com

a. **GC Window – Contract 1**

- i. GC Window Contract presentation of recommendation of award to the Board of Education February 2024.
- ii. Issuance of Notice of Proceed on or around March 11, 2024.
- iii. The GC Window Contractor shall develop their construction no later than 28 calendar days from NTP.
- iv. Submittals and Shop Drawings submitted no later than 42 calendar days from NTP.
- v. In the event windows do not arrive on site on time for completion summer 2024, the removal and installation shall continue through the school year as follows:
 1. Before starting window removals, the contractor shall move all the classroom(s) contents away the window wall and utilize Zip Wall Zip Fast or equivalent dust barrier protection systems.
 2. Hazardous material abatement work for the removal of the windows will be restricted to starting Friday 3:00 pm and said abatement work shall be completed during the weekend and shall be cleared by the District's Environmental Project Monitor no later than 12:00 pm that Sunday.
 3. For each classroom the contractor shall temporary sheath the window wall, install a temporary emergency egress window, dismantle the dust barrier protection system, clean the room and return the classroom contents to their original locations for occupants returning no later Monday 7:30 am.
 4. Installation of new windows shall proceed from 3:00 pm to 10:30 pm weekdays. Each day before proceeding with the work, the Contractor shall relocate all classroom contents away from the window wall and reinstall the dust barrier protection system and before the end of the work shift the Contractor shall dismantle the dust barrier protection system, clean the room and return the classroom contents to their original locations.
 5. The Contractor may group multiple classrooms together provided Article v.1 through 4 are met.
 6. Cleaning of the room shall mean returning the classroom to its original condition by whatever means necessary to the satisfaction of the School's Head Custodian.
- vi. Substantial Completion no later than April 30, 2025.
- vii. Substantial Completion no 1.
- viii. Punchlist completed no later than June 28, 2025.
- ix. Approved Close-Out Documents no later than July 31, 2025.
- x. Final Payments issued no later than August 16, 2025.

iii. **Add Dust Barrier & Protection Requirements Detail**

iv. **Add Sketch SK-A1.0 – Temporary Window Enclosure**

3. **The Bid Opening Date remains November 14, 2023 at 2:00PM Local Time.**

No further changes at this time.

****END OF BID ADDENDUM NO. 6****

IFB-7035: ADDENDUM No. 6 – ACKNOWLEDGEMENT – Return this document with your sealed bid.

Bidding Firm: P B Contracting Corp
Address: 95 Broadway STE 1 City State Zip Hicksville NY 11801
Bidder's Representative: Kashif Naseem
Title: President Signature: [Signature]
Date: 11/06/2023 E-mail: Progressivebuilders22@gmail.com



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CITY OF YONKERS

Purchasing

Mike Spano, Mayor

Tom Collich, Director

NOVEMBER 13, 2023

- 1 PAGE

TO: PROSPECTIVE BIDDERS

FROM: Miguel A. Martinez III, MBA, NIGP-CPP, Associate Director

RE: IFB-7043-Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29

ADDENDUM No. 7:

The contents of this addendum alter and amend the original Bid requirements and take precedence over the related items therein. This addendum forms a part of the contract documents. Bidders must acknowledge receipt of all addenda when submitting their bids. Failure to acknowledge receipt may render your bid non-responsive and ineligible for award.

All addenda will be posted on the Empire State Purchasing Group: www.empirestatebidsystem.com

****PLEASE NOTE THE FOLLOWING: IMPORTANT INFORMATION:** All Bidders shall note:

1. The following are clarifications to questions received for IFB-7043-Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29 and the City's responses;

Question 1. BAs per the latest Addendum No. 6, the NTP would not come until March 2024. This timeframe will make it impossible for window shop drawings to be prepared submitted approved and have fabrication completed to allow for a summer 2024 work. This will push all work to off-hours at a premium while school is in session. Consider changed completion date to September 2025 to allow for summer 2025 work. Otherwise construction costs sure to be higher.

Answer 1: This was addressed in Addendum No. 6, Pages 1 and 2, Paragraph 2, subparagraph ii (a) Milestone Schedule, GC Window Contract 1.

2. IFB-7043-Window & Ceiling Replacement and Generator- Phase 3 of 3 at School 29 Interiors hereby modifies the contract documents as follows:

Addendum No. 6, Page 2, Paragraph 2, Subparagraph vii is hereby deleted in its entirety.

3. The Bid Opening Date remains November 14, 2023 at 2:00PM Local Time.

No further changes at this time.

****END OF BID ADDENDUM NO. 7****

IFB-7035: ADDENDUM No. 7 – ACKNOWLEDGEMENT – Return this document with your sealed bid.

Bidding Firm: PRB CON CORP

Address: 95 Broadway STE 1 City State Zip Hicksville NY 11801

Bidder's Representative: Kashif Naseem

Title: President

Signature: [Handwritten Signature]

Date: 11/13/23

E-mail: Progressive Builders 22@gmail.com



ONE LARKIN CENTER, 3RD FLOOR
 Yonkers, New York 10701
 (914) 377-6035
 Fax: (914) 377-6032
 thomas.collich@yonkersny.gov

CITY OF YONKERS

Purchasing

Mike Spano, Mayor

Tom Collich, Director

VENDOR BACKGROUND QUESTIONNAIRE

BID NUMBER: IFB-7043

OPENING DATE October 13, 2023

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions completely accurately. Answers **must be typewritten or printed in black or blue ink**. If you need more space to answer a question, **type or print the answer on company letterhead** and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS**. Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

GENERAL INFORMATION Initial Application: YES NO Revision: YES NO

1. Submitting Business Name P B Contracting Corp
 EIN/SSN 26-1968717
 Dun & Bradstreet # N/A
 "Doing Business As" Name(s), if any P B Contracting Corp
 Business Address and date business 95 Broadway STE 1
 located at this address Hicksville NY 11801
 Other business addresses, if any (satellite offices, plants, warehouses, branch offices headquarters, etc.) _____
 Mailing address, if different from above _____
 Telephone Number 631-627-9204
 Fax Number 516-622-4808
 E-Mail Progressivebuilders22@gmail.com
 Contact Person and Title Kashif Naseem, President
 Company website N/A

2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES NO If YES, please provide details and explain: We had a different name of the Corp, but it was

amended in 2014 its PB Contracting Corp with same EIN

3. Has this business changed address(es) in the past five years? YES NO . If YES, please provide all complete former addresses:

4. a. Date business was formed 2-14-2008
b. Date business was incorporated 2-14-2008

5. Type of Organization (Please circle one)

- a. Business Corporation
State/County in which incorporated _____
Name of individuals/entities incorporating business _____
- b. Sole Proprietorship
- c. General Partnership/ Limited Partnership
State or County where partnership certificate/agreement is filed _____
- d. Joint Venture
- e. Non Profit
- f. Not for Profit
- g. Other (Explain) _____

6. Type of Business (Please circle one)

- a. Manufacturing
- b. Distribution
- c. Retail
- d. Commercial Service
- e. Professional Service, Non Construction, Non-Law
- f. Bank
- g. Construction Manager
- h. Architect
- i. Engineer
- j. General Contractor
- k. Consultant (Specify) _____
- l. Laboratory Testing and Analysis
- m. Law Firm
- n. Other (Explain) _____

7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise? YES , NO . If YES, please explain. NYC MWBE, NYC MWBE

a. Do you perform outreach to any of these Enterprises to perform subcontracting work?
YES , NO

- b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers?
YES , NO If YES, explain. _____

BUSINESS HISTORY

8. Was this business purchased as an existing business by its present owners? YES , NO
If YES, please provide date of purchase and name(s) of previous owner(s).

9. Does this business own , rent , or lease its office facilities? (Please check one)
If leased or rented, please provide name, address, and telephone number of building owner/
landlord. Nicholas Sazaklis 95 Broadway Hicksville
NY 11801, 516-532-2254
10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES , NO If YES, please provide the name and address of the other entity and nature of relationship to this business. _____
11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES , NO If YES, please provide details and explain.

BUSINESS PRINCIPALS

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.
Kashif Naseem - 128 10th Street, Hicksville NY 11801
DOB - 10-22-1983 SSN - 119-88-1838 Title - President
Percentage of ownership - 100% , Contact - 516-470-1980
13. Number of Employees 12
14. Is this business now or has it been in the last five years a subsidiary of another business? YES , NO .
In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES , NO . If YES, please provide details and explain.

15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES , NO . If YES, please provide details and explain.

16. Is this business or any business listed in response to question 14 now or has it been in the last five years:
a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary? YES , NO
b. A vendor of or contractor to the City of Yonkers? YES , NO
c. A subcontractor on any contract with the City of Yonkers? YES , NO .
If YES to any above, please provide details and explain. _____

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES , NO
If YES, please provide details and explain. _____

18. Has this business or any business listed in response to question 14 at present or has it ever been:
a. Debarred by any agency* from entering contracts? YES , NO .
b. Found not responsible by any government agency? YES , NO .
c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES , NO .
d. Suspended by any government agency from entering any contract with it? YES , NO .
e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES , NO .
f. A respondent before the Grand Jury or any Federal, State or City Board? YES , NO .
g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES , NO .
h. Required to pay liquidated damages on a contract? YES , NO .
i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES , NO .
j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES , NO .
k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES , NO .
l. Subject of a criminal investigation** or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES , NO .
m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details on company letterhead including dates, agency/entity names, and disposition.

* Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.

** An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:

- a). Been the subject of an investigation involving any alleged violation of criminal law? YES , NO .
- b). Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES , NO .
- c). Been convicted, after trial or by plea, of any felony under State or Federal Law? YES , NO .
- d). Been convicted of any misdemeanor involving business-related crimes? YES , NO .
- e). Entered a plea of nolo contendere in a legal proceeding? YES , NO .
- f). Entered a consent decree? YES , NO .
- g). Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details on company letterhead including dates, agency/entity names, and disposition.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:

- a). Been the subject of an investigation involving any alleged violation of criminal law? YES , NO .
- b). Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES , NO .
- c). Been convicted, after trial or by plea, of any felony under State or Federal Law? YES , NO .
- d). Been convicted of any misdemeanor involving business-related crimes? YES , NO .
- e). Entered a plea of nolo contendere in a legal proceeding? YES , NO .
- f). Entered a consent decree? YES , NO .
- g). Been granted immunity from prosecution for any business – related conduct constituting a crime under State or Federal Law? YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details on company letterhead including dates, agency/entity names, and disposition.

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years?

YES , NO . If YES, explain _____

22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES , NO .

If YES, explain _____

23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

<u>Jurisdiction</u>	<u>Trade Category</u>
N/A	

24. Pursuant to Executive Order No 6-2013, "delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities." Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners?

YES , NO .

If YES, explain _____

25. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers?

YES NO

If "Yes," please list the address of each property.

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, Kashif Naseem, being duly sworn, state that I am the
Print or Type Name of Bidder/Proposer Authorized Representative

President of PB Contracting Corp, and Print or Type Title of
Bidder/Proposer Authorized Representative Print or Type Name of Entity Submitting Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

[Signature]
Signature of Bidder/Proposer Authorized Representative

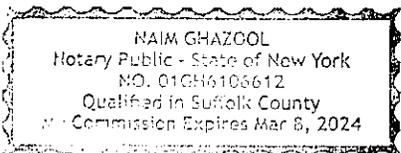
STATE OF New York
COUNTY OF Nassau ss:

On the 10 day of November, in the year 2023, before me personally came
Kashif Naseem, to me known and known to me to be the person
Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

[Signature]
Notary Public

Place Notary Public Stamp Here:



STATE OF NEW YORK
DEPARTMENT OF FINANCIAL SERVICES

CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE
LAW

It is hereby certified that

Old Republic Insurance Company
of Mt. Pleasant, Pennsylvania

a corporation organized under the laws of Pennsylvania and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of \$1,426,389,263. (Capital \$3,800,004), as is shown by its sworn financial statement for the quarter ending, December 31, 2021, on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.



In Witness Whereof, I have here-
unto set my hand and affixed the
official seal of this Department
at the City of Albany, this 23rd
day of March 2022.

Adrienne A. Harris
Superintendent

By

A handwritten signature in cursive script, appearing to read "Colleen M. Draper".

Colleen M. Draper
Special Deputy Superintendent