



SERVICE PURCHASE ORDER



PURCHASE ORDER
YONKERS PUBLIC SCHOOLS

PO: 2023-00001820

CITY OF YONKERS / YONKERS PUBLIC SCHOOLS

Contract No: 2023-00000035

PO Date: 09/19/2022

Deliver By: 06/30/2023

FOB: Destination

Terms: NET 30

Buyer: Nicole Galdi

Revision: 0

Revised Date:

SHIP TO
Schools Facilities Management
One Larkin Center 3rd Floor
YONKERS, NY 10701
Tel:

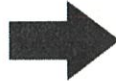
VENDOR
STATE CONTRACTING CORP OF NY
555 SAW MILL RIVER ROAD
YONKERS, NY 10701
Tel: 9149632000

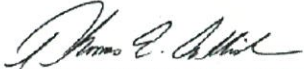
SEND INVOICE TO

YOU ARE HEREBY NOTIFIED THAT YOUR BID/PROPOSAL FOR THE ARTICLE(S) BELOW HAS BEEN ACCEPTED AND YOU ARE HEREBY DIRECTED TO FURNISH THE SAME PER THE TERMS HEREOF:

AccountsPayable@yonkersny.gov
ACCOUNTS PAYABLE DEPARTMENT
ONE LARKIN CENTER, 3rd FLOOR
YONKERS, NEW YORK 10701
(914) 377-6120 OR (914) 377-6124: City of Yonkers
(914) 376-8037: Board of Education

Vendor Contact: 555 SMRR, Yonkers (ACH) dba Email: barbara@capitalwrecking.com Fax: 9144230500

LINE	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	9500.0000	DOL	<p><i>**Department shall verify all invoices against the SCHEDULE B - Cost Proposal (Master Contract 2023-35) and/or MFR Price lists associated with the contract so that all items, pricing, discounts, etc. are billed according to contract for Goods and or Parts, Repairs, and Services as needed.**</i></p> <p>Pickup and Removal of C&D Debris</p>	1.0000	9,500.00
THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS				TOTAL	9,500.00
<p>DELIVERIES SHALL BE MADE BETWEEN 9:00 A.M. AND 3:00 P.M. WITHIN THIRTY CALENDAR DAYS AFTER RECEIPT OF ORDER UNLESS OTHERWISE SPECIFIED HEREIN. ALL DELIVERIES ARE SUBJECT TO INCOMING INSPECTION. (1) PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING PAPERS, INVOICES, CLAIMS, AND CORRESPONDENCE. (2) PURCHASES ARE NOT VALID UNLESS COVERED BY A PURCHASE ORDER SIGNED BY THE DIRECTOR OF PURCHASING. ADDRESS ALL CORRESPONDENCE TO DIRECTOR OF PURCHASING. (3) THE CITY OF YONKERS IS EXEMPT FROM ALL LOCAL AND STATE USE AND SALES TAX INCLUDING FEDERAL EXCISE TAXES. EXEMPTION NUMBERS AND CERTIFICATES ARE NOT ISSUED TO NYS GOVERNMENTAL ENTITIES. THE GOVERNMENT PURCHASE ORDER IS SUFFICIENT FOR THE VENDOR NOT TO COLLECT SALES TAX.</p> <p style="text-align: center;">TERMS AND CONDITIONS ON LAST PAGE</p>				PAY THIS AMOUNT	\$9,500.00
					


DIRECTOR OF PURCHASING



CITY OF YONKERS

COMMODITIES/SERVICES CONTRACT

CONTRACT NUMBER 2023-00000035

THIS CONTRACT, made the 27th day of June, 2022

by and between:

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

(hereinafter referred to as the "City"),

and

STATE CONTRACTING OF NY, a company having an office and principal place of business at 555 Saw Mill River Road, Yonkers, New York 10701

(hereinafter referred to as "the Contractor").

WITNESSETH

WHEREAS, the City desires to obtain waste removal services within the City of Yonkers; and

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

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

FIRST: The Contractor shall pick-up, remove, and lawfully dispose of construction and demolition debris (the "Work") on an 'as needed' basis as more fully described in its bid dated **April 29, 2022**, which is attached hereto and made a part hereof as **Schedule "A"**. The services shall conform in all respects with the City's Bid RFB No. 6780, entitled

“Pick-up, Removal, and Lawful Disposal of Construction and Demolition Debris”, due April 29, 2022, and incorporated herein by reference, whether or not attached to this Contract. All services rendered and work performed by the Contractor shall be under the direction and subject to the approval of the Commissioner of Public Works, or his/her designee (the “Commissioner”).

SECOND: The term of this Contract shall commence upon execution by the City and continue for a period of twelve (12) months. This contract shall remain in full force and effect for the period specified, unless extended for a period of twelve (12) months as per the bid specifications, at the same rates, terms, and conditions, by mutual consent of both parties, or terminated as provided herein, subject to further approval of the 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 **FIVE MILLION TWO HUNDRED THOUSAND (\$5,200,000) DOLLARS** per term, at the rates 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), 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 qualities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Director of Purchasing.

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

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

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

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

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

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

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

- The Quantity Back Ordered,
- The Name of the Contractor.

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

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

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

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

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

SIXTEENTH: The Consultant agrees to procure and maintain insurance naming the City 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 Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the City, the Consultant shall defend, indemnify, and hold harmless the City, its officers, employees, 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 Consultant or third parties under the direction or control of the Consultant. In addition to the foregoing, the Consultant agrees to defend, indemnify and hold harmless the City, its 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 Consultant agrees to enable the City's continued use of the deliverable, or to modify or replace it; and

(b) to the same extent Consultant 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 Consultant 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 Consultant further agrees to give immediate written notice to the City as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the City in connection herewith. The 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 Public Works
City Hall
40 South Broadway
Yonkers, New York 10701
Attn: Commissioner of Public Works

with copies to:

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

To the Contractor:

State Contracting of NY
555 Saw Mill River Road
Yonkers, New York 10701

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

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


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

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

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

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

THE CITY OF YONKERS

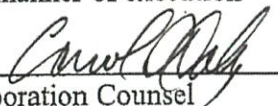
By: 
Name: ANTHONY LANDI
Title: DEPUTY MAYOR



CONTRACTOR

By: 
Name: DAN MASSERMAN
Title: MANAGER

Approved as to form
and manner of execution


Corporation Counsel
City of Yonkers
SR. ASSOC.

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:	<u>5/26/22</u>
INITIATING DEPARTMENT:	<u>DPW</u>
PURCHASING CONTACT - BUYER:	<u>NICOLE GALDI</u>

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, George McGuire
(Officer other than officer signing contract)

certify that I am the President of
the State Contracting Corp of NY
(Name of Corporation)

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

DAN MASSERMAN
(Person executing contract)

who signed said contract on behalf of the STATE CONTRACTING OF NY
(Name of Corporation)

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

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

[Signature]
(Signature)

STATE OF New York
CITY OF Westchester) ss.:

On the 29 day of April in the year 2025 before me, the undersigned, a
Notary Public in and for said State, George McGuire 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 57 Wynwood Ave Hawthorne NY 10532,
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.

[Signature]
Notary Public

O. Margarita Rosado
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6427104
Qualified in Westchester County
Commission Expires December 20, 2025

SCHEDULE "A"
SCOPE OF SERVICES

Intent:

This bid specification is to secure a source to provide for the pick-up, removal and lawful disposal of construction and demolition debris from the following locations: *

- Department of Public Works Organic Yard – 610 Nepperhan Avenue, Yonkers, NY 10701
- St. Casmir's Lot – 59 St. Casmir's Avenue, Yonkers NY 10701
- EJ Murray Skating Center – 348 Tuckahoe Road, Yonkers NY 10710

*Locations may be added, removed, or altered, if required.

The hours of operation are Monday through Saturday from 7 AM to 3:00 PM. The City estimates debris of approximately 40,000 total tons per 12-month period. The Contractor is required to respond and mobilize **no later than 48-hours** from notice to remove material by **written notice or email**. The Contractor shall provide all necessary equipment for the performance of this work, including minimum of **20 cubic yard capacity**, nothing smaller, and City personnel will load the containers.

Contractor must comply with all applicable laws, rules, and regulations, including without limitation, provision of any required licenses, certifications, etc. Bidders must possess a valid hauler's license issued by the County of Westchester Solid Waste Commission, **a copy of which must be submitted with the bid.**

Contract Term:

This contract will be for a 12-month period and may be extended by mutual consent for an additional 12-month period, at the same unit prices, discounts, terms and conditions, and delivery requirements as the original contract.

Qualifications:

All operators shall possess a current New York State commercial operator's license. All operators shall be skilled in the operation of heavy-duty commercial trucks. The contractor shall keep current all licenses, permits and insurance required by Federal, State and Local laws, regulations, and ordinances. The contractor shall comply with all requirements of Chapter 826-a of the Laws of Westchester County that details the specific requirements applicable to those entities that engage in solid waste transport and disposal. Contractor shall have a current Westchester County Class A or Class C-2 License, **copies of which are to be provided with bid package.**

Permits:

The successful bidder will certify to the City of Yonkers that they have a current and valid certificate to operate either a transfer station or landfill operation. If the bidder does not maintain a Part 360 Permit or a Part 364 Permit (waste transporter permit), then they must certify to the City as to the location of a D.E.C. acceptable facility for the disposal of the debris which the bidder intends to use. **Copy of certification is to be provided with bid package.**

Prime Contractor:

If the prime contractor during the life of this contract subcontracts any portion of this work, such as hauling and disposal, for whatever reason, such subcontracting must be approved by the City in advance and the prime contractor must furnish the City with all appropriate Subcontractor licenses and permits.

Prevailing Wage:

A New York State Department of Labor (NYSDOL) Prevailing Wage Rate Case Number has been assigned to this project. The PRC number is 2022004139.

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>

Pricing:

Unit price shall be per ton (2,000 pounds). Unit price shall include: pick-up, removal, hauling, lawful disposal, permits, fuel charges, and any other fees or related charges associated with this work. There will be no other costs to the City of Yonkers. The City of Yonkers reserves the right to require a scale re-calibration if so desired. **The City of Yonkers scale is located at 610 Nepperhan Avenue, Yonkers NY.** The City is not responsible for costs due to delays at the disposal facility due to traffic volume or wait times.

Invoice:

The Contractor shall submit a detailed Disposal Manifest and invoice based on vendors scale tickets for each removal and disposal which shall include: date, ticket number, description, unit price, and name of person who ordered the service. Contractor shall invoice the City on a monthly basis. All invoices shall include Certified Payrolls. All Tickets must be legibly signed by the driver, and copies of such sent with the invoice and manifest.

Category:

Listed below is the general category of material to be disposed of. The description of this category is accurate to be within 98% of the material described.

The debris contemplated in the performance of this work is generated by any City of Yonkers Department's operations and includes, but is not limited to, wood, porcelain, sheetrock, metal, and other fixtures

Scope of Work:

- 1) Contractor is to pick up, remove, and lawfully dispose of debris in any type of equipment with a minimum capacity of 20 cubic yards.
- 2) Bidder is to provide all labor, material, equipment, maintenance, and carting service to perform this work. The equipment will be filled by DPW personnel and equipment.

- 3) This service will be on an “on call / as needed” basis and the City anticipates twice per week pick-ups.
- 4) Response Time - The bidder shall provide the removal and disposal of debris within 48-hours of notification. Bidder will be required to provide service Monday – Saturday 7:30 AM - 3:00 PM.
- 5) The Contractor shall perform all work in a safe manner and in compliance with all OSHA, EPA, DEP, and all other applicable Federal, State, and Local laws, rules, and regulations.
- 6) Contractor acknowledges that all debris and material collected in connection with this Contract shall become the **sole property and responsibility of the Contractor. Upon removal of said material, the City shall cease all ownership rights to said material. Contractor further acknowledges that it shall comply with all State, County, Local and Federal laws which govern this type of debris disposal.**
- 7) EQUIPMENT:
 - A) **Vendor MUST SUBMIT certified Tare Weight of ALL EQUIPMENT UTILIZED with truck and license plate numbers.**
 - B) The equipment must be weighted at the City scale location following all loading by City personnel and equipment.
 - C) The equipment does not have to be weighed at the Disposal facility **but a certified weight ticket must be provided from the Disposal facility. The ticket must be dated and time stamped. All tickets to be signed by the driver and person providing the weight/receipt of container of waste.**
 - D) City reserves the right to inspect all equipment, and if the equipment is damaged, or does not meet with City approval , Contractor must replace such equipment within 24 Hrs.at no additional cost to the City.
- 8) Disposal Site:
 - A) Contractor shall list the proposed sanitary landfill or other type of disposal facility they intend to utilize for all debris covered in this bid. This information is to be entered for each item listed on Schedule B. The Contractor is required to submit a contingency plan, including the provision of an alternate disposal site in case the primary site is no longer approved by the County of Westchester or DEC or in the event the disposal site they are utilizing is closed at a later date.
 - B) City of Yonkers reserves the right to inspect disposal facility.
 - C) Disposal Site to have proper Licenses, and Permits and legal requirements as governed by Federal, State, County and Local law of their jurisdiction.
- 9) Copies of all required Permits, Certifications and Licenses **to be submitted with bid.**

- 10) **Bidders must comply with all applicable laws, rules, and regulations, including without limitation, provision of any required licenses, certifications, etc. Bidders must possess a valid hauler's license issued by the County of Westchester Solid Waste Commission, a copy of which must be submitted with the bid.**

SCHEDULE "B"
BID SCHEDULE OF PRICES

RFB-6780: PICK-UP, REMOVAL, AND LAWFUL DISPOSAL OF CONSTRUCTION AND DEMOLITION DEBRIS

ITEM	ESTIMATED QUANTITIES	DESCRIPTION - ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	40,000	Tons. Pick-up, removal, transportation, and lawful disposal of construction and demolition debris at Department of Public Works Organic Yard, St. Casimir's Lot, and EJ Murray Skating Center <u>ONE HUNDRED AND THIRTY (DM) Per Ton</u> List Primary Disposal Site Legal Name and Address: <u>WESTCHESTER RECYCLING SERVICES INC</u> <u>13 HAYES STREET ELMSFORD, NY 10523</u> List Alternative Disposal Site(s) Legal Name and Address: <hr/> <hr/>	130 (DM)	—	5,200,000 (DM)	—

TOTAL BID - ITEMS 1 to 1, INCLUSIVE

PLEASE PRINT

WRITTEN IN WORDS: FIVE MILLION TWO HUNDRED (DM) THOUSAND DOLLARS

WRITTEN IN FIGURES: \$5,200,000.00 (DM)

LEGAL NAME OF BIDDER: STATE CONTRACTING OF NY

ADDRESS: 555 SAW MILL RIVER ROAD
YONKERS, NY 10701

PREPARED BY: DAN MASSERMAN
 TITLE: MANAGER

TELEPHONE NO.: 914-963-2000

EMAIL: DAN@CAPITALWRECKING.COM

SIGNATURE: [Signature] DATE: 4/29/2022



George Latimer
County Executive

Solid Waste Commission

Peri Alyse Kadanoff, Esq.
Executive Director

Patricia A. O'Callaghan, Esq.
Deputy Director

Tuesday, January 4, 2022

Re: License Status State Contracting Corp. of NY dba Capital Industries

To Whom It May Concern:

Please be advised that State Contracting Corp. of NY dba Capital Industries, operating at 555 Saw Mill River Road, Yonkers, NY 10701, is licensed and in good standing with the Westchester County Solid Waste Commission as license # 383.

Companies in good standing with the Westchester County Solid Waste Commission can be checked at any time, at wscwch.westchestergov.com/wscwch, which is updated daily.

If you have any further questions, please feel free to contact the Program Specialist at (914) 995-6826.

Sincerely,

Peri Alyse Kadanoff, Esq.
Executive Director



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/14/2022

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 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
John M. Glover Agency
P.O. Box 700
Norwalk CT 06852

CONTACT NAME: Janice Caldararo
PHONE (A/C No, Ext): 914-829-9077 FAX (A/C No): 203-274-9471
E-MAIL ADDRESS: jcaldararo@johnmglover.com

INSURED
State Contracting Corp of NY
dba Capital Industries
555 Saw Mill River Road
Yonkers NY 10701

STATCON-01

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : West American Insurance Company	44393
INSURER B : Continental Indemnity Company	28258
INSURER C : Key Risk Insurance Company	10885
INSURER D : Lloyd's of London	11220
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1456372581

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	ADDC SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y Y	ENVP0000270-21	10/18/2021	10/18/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP2019228-15	10/18/2021	10/18/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ENVX0000221-21	10/18/2021	10/18/2022	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	45-833333-01-09	1/5/2022	1/5/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER NY, NJ E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A D	<input type="checkbox"/> Equipment Floater <input checked="" type="checkbox"/> Pollution Liability		BMW58458629 ENVP0000270-21	5/1/2022 10/18/2021	5/1/2023 10/18/2022	Leased/Rented 400,000 Each Occurrence 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Contract: 2023-00000035

The City of Yonkers/Yonkers Public Schools/Board of Education is included as an additional insured under the General Liability Policy, if required by written contract executed prior to a loss. Waiver of subrogation is provided in favor of City of Yonkers/Yonkers Public Schools/Board of Education with respect to General Liability if required by written contract executed prior to a loss. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

CANCELLATION

City of Yonkers/Yonkers Public Schools/Board of Education
One Larkin Center
Yonkers, NY 10701

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

John O. Felicio

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Workers' Compensation Board

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

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

<p>1a. Legal Name & Address of Insured (use street address only) STATE CONTRACTING CORP OF NY DBA CAPITAL INDUSTRIES 555 SAW MILL RIVER ROAD YONKERS, NY 10701</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 914-963-2000</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 134122430</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 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" DBL362703</p> <p>3c. Policy effective period 07/25/2021 to 07/24/2023</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 6/14/2022 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 emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

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

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

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

Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

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

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

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>State Contracting Corp of NY dba Capital Industries 556 Saw Mill River Road Yonkers NY 10701</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>1b. Business Telephone Number of Insured 014-963-2000</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 134122430</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 Continental Indemnity</p> <p>3b. Policy Number of Entity Listed in Box "1a" 46-883333-01-09</p> <p>3c. Policy effective period 01/05/2022 to 01/05/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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: John Fortivo
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *John P. Fortivo* 6/14/2022
(Signature) (Date)

Title: Chief Executive Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: 203-838-5554

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.
2. 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.

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: STATE CONTRACTING OF NEW YORK
Address: 555 SAW MILL RIVER RD
YONKERS, NY 10701
Completed By (Print Name/Title): DAN MASSERMAN - MANAGER
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:

STATE CONTRACTING OF NY

(Legal Name of Person, Firm or Corporation)

By:

[Signature]

(Signature of Authorized Representative)

MANAGER

(Title)

Dated:

4/29/2022

SWORN to before me this 29 day
of April, 2022

[Signature]
Notary Public

O. Margarita Rosado
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6427104
Qualified in Westchester County
Commission Expires December 20, 2025

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).

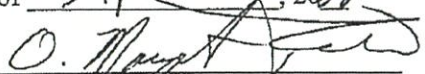
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, 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, DAN MASSERMAN, being duly sworn, deposes and says that he/she is the MANAGER of the STATE CONTRACTING OF NY Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 30th day A.H.R.
of April, 2022

Notary Public

O. Margarita Rosado
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6427104
Qualified in Westchester County
Commission Expires December 20, 2025

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: STATE CONTRACTING OF NY
(print full legal name)

Date Signed: 4/29/2022 Signature: [Signature]

Name of Person Signing Certificate: DAN MASSERMAN
(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 29 day
of April, 2022
[Signature]
Notary Public

O. Margarita Rosado
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6427104
Qualified in Westchester County
Commission Expires December 20, 2025



CITY OF YONKERS

BUREAU OF PURCHASING, THIRD FLOOR
ONE LARKIN CENTER, YONKERS, NY 10701-3888

Telephone (914) 377-6030; Fax (914) 377-6032

**COVER SHEET - INVITATION FOR BIDS
SOLICITATION & CONTRACT DOCUMENTS FOR
PICK-UP, REMOVAL, AND LAWFUL DISPOSAL OF
CONSTRUCTION AND DEMOLITION DEBRIS**

BID NUMBER: RFB-6780
OPENING DATE: APRIL 29, 2022
TIME: 2:00 PM (PREVAILING TIME)
BOCS APPROVAL DATE: ASSIGNED BY PURCHASING
CONTRACT NO.: ASSIGNED BY PURCHASING

BIDDER TO FILL OUT (PLEASE PRINT):

LEGAL NAME OF BIDDER: STATE CONTRACTING OF NY
ADDRESS: 555 SAW MILL RIVER ROAD YONKERS, NY 10701
(P.O. Boxes are not acceptable)
CONTACT: DAN MASSERMAN TITLE MANAGER
PHONE NO.: 914-963-2000 FAX: _____
EMAIL: DAN@CAPITALWRECKING.COM
DATE: 4/29/2022

**DO NOT RETURN ENTIRE BID PACKAGE -
ONLY RETURN WHAT IS LISTED IN THE "INFORMATION FOR BIDDERS", PAGE 7**

COMPLETE THIS FORM IN INK

BID NO.: RFB-6780

BID SCHEDULE OF PRICES - ITEMIZED - SEE SCHEDULE "B"

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 TO 1, INCLUSIVE, THE SUM OF:

PLEASE PRINT:

Written in Words: FIVE MILLION, TWO HUNDRED ^(DW)
THOUSAND ^(DW) Dollars ZERO ^(DW) Cents

Written in Figures: \$ 5,200,000 ^(DW)

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

The Bidder hereby acknowledges receipt of all Solicitation Documents and Addenda through and including Addendum number 1 (Bidder to insert number of last Addendum received.)

Availability: IMMEDIATE

Contractor: STATE CONTRACTING OF NY

Address of Bidder: 555 SAW MILL RIVER ROAD
YONKERS, NY 10701

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

Prepared By: DAN MASSERIVIAN

Title: MANAGER

Signature:  Telephone No.: 914-963-2000

Fax No.: _____

E-Mail: DAN@CAPITALWREKING.COM Date: 4/29/2022

COMPLETE THIS FORM IN INK

BID NO.: RFB-6780

BID SCHEDULE OF PRICES - LUMP SUM BID

INTENTIONALLY OMITTED

BID AND BIDDER'S AFFIDAVIT

Bid No.: RFB-6780

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: FIVE MILLION, TWO HUNDRED Dollars, ZERO Cents.

Printed in words THOUSAND Dollars, ZERO Cents.

\$ 5,200,000.00
(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) STATE CONTRACTING OF NY

Address: 555 SAW MILL RIVER RD YONKERS, NY 10701

By: [Signature] DAN MASSERMAN MANAGER
(Signature-Authorized Officer) (Print Name) (Print Title)

Telephone: 914-963-2000 Fax: _____

Tax ID Number: 13-4122430 Date: 4/29/2022

The Bidder's authorized representative on this Project shall be DAN MASSERMAN

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 WESTCHESTER

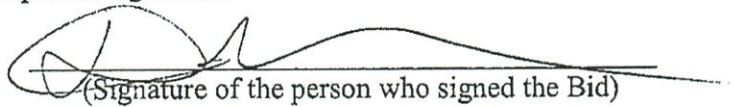
as: DAN MASSERMAN being duly sworn,

says:

I am a member of STATE CONTRACTING OF NY,
the above named corporation whose name is subscribed to and which executed the foregoing bid.
I reside at 500 MANCHESTER ROAD

YORKTOWN HEIGHTS, NY 10598

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 Westchester) ss:

On the 29 day of April, in the year 2022 before me personally
came Dan Masserman, to me known, who, being
by me duly sworn, did depose and say that he/she resides at
500 Manchester Road Yorktown Heights that she is the
Manager of State Contracting Corp of NY, 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)

O. Margarita Rosado
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6427104
Qualified In Westchester County
Commission Expires December 20, 2025



City of Yonkers/Yonkers Public Schools
 One Larkin Center – 3rd Floor
 Yonkers, New York 10701
 Tel: (914) 377-6068
 Fax: (914) 377-6032
 Email: nicole.galdi@yonkersny.gov

CITY OF YONKERS/YONKERS PUBLIC SCHOOLS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

TO: PROSPECTIVE BIDDERS APRIL 27, 2022
 FROM: NICOLE GALDI, PURCHASING DEPARTMENT 1 PAGE
 RE: RFB-6780: PICK-UP, REMOVAL, AND LAWFUL DISPOSAL OF CONSTRUCTION AND
 DEMOLITION DEBRIS
 ADDENDUM NO. 1: ADDITIONAL LOCATION ADDED & RESPONSE TO RFI

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. Vendors must acknowledge receipt of all addenda when submitting their bids. Failure to acknowledge receipt may render a bid non-responsive and ineligible for award. Vendors are responsible for ensuring that they receive all addenda. All addenda will be posted on the Empire State Purchasing Group System (<http://www.empirestatebidssystem.com/>).

THE FOLLOWING LOCATION HAS BEEN ADDED AS A POSSIBLE PICK-UP LOCATION:

**CITY OF YONKERS RECYCLING CENTER
 735 SAW MILL RIVER ROAD
 YONKERS, NEW YORK 10710**

CITY RESPONSE TO REQUESTS FOR INFORMATION:

Q1. Regarding RFB-6780, the documentation doesn't specify exactly what trucks will be needed or HOW the trucks will be loaded. We are looking for clarification, is the city of Yonkers looking for drop off container trucks (where the city would have a week or few days to load and then would get picked up or swapped) or live loading garbage trucks where our drivers would stay on site 1-8 hours while it is loaded?

CITY RESPONSE: Vendor will leave at least a 20 yd. container in Recycling yard, and city will notify when container is full and needs to be dumped or swapped out.

THE DEADLINE FOR THIS BID REMAINS FRIDAY, APRIL 29, 2022 AT 2PM EST

RFB-6780: ADDENDUM NO. 1 – ACKNOWLEDGEMENT

Legal Name of Bidding Firm: STATE CONTRACTING OF NY
 Address: 555 SAW MILL RIVER RD YONKERS, NY 10701
 Bidder's Representative: DAN MASSERMAN Title: MANAGER
 E-mail: DAN@CAPITALWRECKING.COM Telephone: 914-963-2000 Fax: _____
 Signature: [Signature] Date: 4/29/2022



COY/BOE **2020.1 PROD **

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Requisition Inquiry - 2023-00002126 - PICK-UP AND REMOVAL OF CONSTRUCTION DEBRIS YPS DISTRICT WIDE

Amount Encumbered \$9,500.00

Vendor 3013 - STATE CONTRACTING CORP OF NY

Dates

Status Edit

Requisition 2023-2126

G/L Date 09/08/2022

Contact Name 555 SMRR, Yonkers (ACH) dba Capital Industries

Deliver by Date

Purchasing Address 555 SAW MILL RIVER ROAD

City YONKERS

State NY

Zip Code 10701

Email Address barbara@capitalwrecking.com

Category Standard

Requisition Form Type Services

Bill To Location Schools Facilities Management

Assigned to Buyer

Description PICK-UP AND REMOVAL OF CONSTRUCTION DEBRIS YPS DISTRICT WIDE

Resolution Number

Message AS NEEDED. COY PIGGY BACK CONTRACT #2023-00000035. REQUESTED BY AL DILELLO

Miscellaneous

Requisitions 2023-00002126 - PICK-UP AND REMOVAL OF CONSTRUCTION DEBRIS YPS DISTRICT WIDE

Nicole
C-2126