Document A310 TM – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Fred A. Cook Jr., Inc.
3226 Albany Post Rd.
Buchanan, NY 10511

SURETY:
(Name, legal status and principal place of business)
Berkley Insurance Company
60 East 42nd St., Suite 1800
New York, NY 10165
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Clean Catch Basins & adjacent piping located within the village of Mamaroneck, NY

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of October, 2018.

Brittany N Farquex
(Witness)

Fred A. Cook Jr., Inc.
(Principal) *(Seal)*

By: [signature]
(Title) Brian F. Cook, President et al.

[signature]
(Witness)

Berkley Insurance Company
(Surety) *(Seal)*

By: Deborah L. Severin
(Title) Deborah L. Severin , Attorney-in-Fact

S-0054/AS 8/10

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

STATE OF New York }
COUNTY OF Westchester } ss:

On this 17TH **day of** October, **20 18, before me personally appeared**

Brian F. Cook **to me known, who, being by me duly sworn, did depose and say that he/she resides at** 5 Travis Pt. Peekskill NY 10566, **that he/she is the** President et al **of** Fred A. Cook Jr. Inc **the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.**

BRITTANY N JAYCOX
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JA6329740
Qualified in Orange County
My Commission Expires August 31, 2019

Brittany N Jaycox
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On October 17, 2018 **before me personally came** Deborah L. Severin **to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of** Berkley Insurance Company **the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.**

Notary Public

ROSANNE CALLAHAN
Notary Public, State of New York
No. 01CA6022444
Qualified in SUFFOLK County
Commission Expires May 10, 2019

No. BI-108b

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Peter T. Henry; Rosanne Callahan; Robert Finnell; Janice R. Fiscina; Jennifer L. Johnston-Ogeka; Deborah L. Severin; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of March, 2018.

Attest: Berkley Insurance Company

(Seal) By _____ By _____

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of March 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this _____ day of _____.

(Seal)

OCT 17 2018

Vincent P. Forte

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2017
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	9,172,791
Common & Preferred Stocks		4,004,049
Cash & Short Term Investments		457,917
Premiums Receivable		1,599,047
Other Assets		3,124,758
Total Admitted Assets	$	18,358,562

Liabilities & Surplus

Loss & LAE Reserves	$	9,581,063
Unearned Premium Reserves		2,608,502
Other Liabilities		689,393
Total Liabilities	$	12,878,959
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		2,862,717
Unassigned Surplus		2,573,876
Total Policyholders' Surplus	$	5,479,603
Total Liabilities & Surplus	$	18,358,562

Officers:
President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Treasurer: Ann Marie Collins
Asst. Treasurer: Susan Paula Tingleff

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Ira Seth Lederman
Eugene George Ballard
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina

Specifications and Proposal Forms

for

Village of Mamaroneck, NY

CONTRACT NO. 2018-01

Catch Basin Cleaning

Daniel Sarnoff
Acting Village Manager

BIDS DUE: October 17, 2018 at 2:00 PM

VILLAGE OF MAMARONECK - (CONTRACT 2018-01)

Contract 2018-01 – Catch Basin Cleaning

TABLE OF CONTENTS | Page No.

NOTICE TO BIDDERS 1

GENERAL CONDITIONS INSTRUCTION TO BIDDERS 2-9

DECLARATIONS 10-12

BID BOND 13-14

BID PROPOSAL FORM 15-16

INFORMATION SHEET 17-18

LABOR AND MATERIAL PAYMENT BOND 19-20

PERFORMANCE BOND 21-23

INSURANCE 24-26

STATEMENT BY BIDDER 27

NON-COLLUSIVE BIDDING CERTIFICATION 28

EQUAL EMPLOYMENT OPPORTUNITY 29

INDEMNIFICATION AGREEMENT 30

ARTICLES OF AGREEMENT 31-33

APPENDIX A STORM SEWER STRUCTURE WORKSHEET

APPENDIX B PREVAILING WAGE SCHEDULE

Section A

Notice to Bidders

NOTICE TO BIDDERS
Village of Mamaroneck, NY

CONTRACT # 2018-01 – CATCH BASIN CLEANING

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Manager, the Village of Mamaroneck located at Village Hall, 123 Mamaroneck Avenue, Mamaroneck, New York 10543 on Thursday, October 18, 2018, at 2:00 p.m., at which time they will be publicly opened and read and the Contract awarded as soon thereafter as practicable for:

CONTRACT # 2018-01 – CATCH BASIN CLEANING

Bids may be mailed or delivered to the Village Manager at the above address, provided the Bid is actually received by the Village Manager prior to the time of public opening; or bids may be mailed or delivered to the place of public opening immediately prior to the time of public opening.

A 5% bid bond is required as a provision of this proposal to purchase by the Village.

All Bids must be sealed and submitted in plainly marked envelopes marked "**Contract 2018-01 – Bid for CATCH BASIN CLEANING**"

The Bids shall be in accordance with the requirements of the Specifications and terms of the proposed Contract, if any.

The Village reserves the right to reject any and all Bids, and to waive any informalities therein.

The Village will not accept Bids from, nor award a Contract to, anyone who cannot prove to the satisfaction of the Village that he/she has sufficient experience in this type of construction and financially able and to furnish and supply the equipment provided for.

Specifications and other Contract Documents may be examined at the office of the Village Manager at Village Hall, 123 Mamaroneck Avenue, Mamaroneck , New York 10543, on or after Tuesday, October 9, 2018. If you would like to purchase a set of specifications, the cost is a non-refundable deposit of $ 25.00. Specifications are available at no charge electronically, by sending a request via email to Danielle Gilliard, at dgilliard@vomny.org.

Proposals for alternate/equal equipment will have to be reviewed and authorized by the Village, upon sufficient proof of acceptability to the Village.

Daniel J. Sarnoff, Acting Village Manager
Village of Mamaroneck, New York
Date of Publication Tuesday, October 9, 2018

Section B
General Instructions to Bidders

1. **Bid Submission Requirements**

1.1 Each bidder must submit a sealed, written Bid package (the "Bid") consisting of one (1) original and one (1) copy of the Bid. To ensure that each Bid is handled correctly upon receipt and remains unopened until the Bid opening date, the Bid shall be submitted in an envelope that is clearly marked as set forth below. Bids may be hand delivered to the Village Manager's Office. All Bids shall be received in the Village Manager's Office not later than the date and time stipulated in the Notice to Bidders. Bids shipped or mailed must be addressed as follows:

Bid For: **Contract 2018-01 - Catch Basin Cleaning**

Attention: Daniel Sarnoff, Acting Village Manager
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, New York 10543

and contain the following on the face of the envelope:

Opening: 2:00 PM, E.D.T., **October 18, 2018**

Bidder: Full Name
Address
Telephone number
Contact Person

1.2 All Bids received after the Bid Opening date and time stated in the Notice to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees in the Village. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the Bid deposited on time at the place specified. Bids will NOT be accepted via facsimile or e-mail.

1.3 No Bid will be accepted without execution and submission of the Non-Collusive Bidding Certification and General Municipal Law § 103-g Certification, both as attached.

1.4 All Bids shall be submitted on the enclosed Bid Form and include all additional information as required herein. To be considered, all Bids must be made in accordance with the Bid Documents. Failure to follow all instructions contained herein will cause the Bid to be considered "non-responsive" and, therefore, the Bid may be unacceptable.

1.5 The bidder shall not remove or submit the Bid separately from the volume of Bid Documents, but shall submit the Bid bound in with the complete volume of Bid Documents, including all pages, correctly assembled. Bids not containing all pages of the original Bid Documents may be rejected. Bids that have any omissions, erasures, alterations, additions, or items not called for in the Bid Documents, or which contain irregularities of any kind, may be rejected.

2 Bid Security

2.1 Each Bid shall be accompanied by a bank check or bid bond (the "Bid Security") in an amount equal to at least five percent (5%) of the Bid proposed (the "Contract Amount"), payable without condition to the Village of Mamaroneck as a guaranty that the bidder, if the Bid is accepted, will execute the Contract in accordance with the Bid and other Contract Documents, will provide proof of requisite insurance, and will furnish good and sufficient bonds for the faithful performance of the same, and for the payment to all persons supplying labor and material for the Work. After the canvass of Bids, the Bid Securities of all bidders except the three (3) lowest will be returned promptly.

2.2 The five percent (5%) Bid Guaranty will be forfeited upon the successful bidder's failure to sign the Contract and/or furnish the requisite bonds and proof of insurance, if required, within ten (10) days after the award of the Contract.

2.3 Bidders submitting a bank check as Bid Security shall also submit a Certificate of Surety from a licensed surety bond company in the form set forth in the Bid Documents assuring the Village that the surety will provide the performance and payment bonds required by the Bid Documents. Bidders submitting a bid Bond as Bid Security are not required to submit a Certificate of Surety.

3 Examination of Contract Documents; Order of Control

3.1 It is the bidder's responsibility to be fully informed and aware of all Specifications, General Conditions, and other Contract Documents, as defined in the General Conditions. Upon receipt of a Bid, the Village will assume that the Contract Amount fully encompasses all requirements and provisions set forth in the Contract Documents. Failure by a bidder to fully inform himself of the scope of the project shall not be a valid excuse for a low Bid, withdrawal of the Bid shall not be permitted, and the bidder shall be solely responsible for incurring any additional costs resulting from such underestimation.

3.2 Where there is any conflict in provisions set forth in the Contract documents, the narrow shall control over the general. For example, the General Conditions shall control over the Instructions to Bidders, and the Special Conditions shall control over the General Conditions.

4 Modification and Withdrawal of Bids

4.1 Unless otherwise permitted by law, no bids may be withdrawn unless and until no award has been made within forty-five (45) days from the date of the Bid Opening. Withdrawals must be in writing, sent by certified mail and received by the Village prior to the time fixed for opening. Negligence on the part of the bidder in preparing its Bid confers no right for the withdrawal of the Bid after it has been opened.

5 Contract Execution

5.1 Within ten (10) days after notice from the Village that the Contract has been awarded to the bidder, the bidder awarded the contract shall execute and deliver to the Village of Mamaroneck two (2) fully-executed copies of the required written contract in the form included in the Bid Documents, together with all required bonds and insurance. If the successful bidder executes and delivers the Agreement, as required, and furnishes the required bond(s) and insurance within the time specified, the Bid Security shall be returned to the successful bidder.

6 Performance Bond and Labor and Material Payment Bond

6.1 Within ten (10) days of the award of the Contract, the successful bidder shall furnish to the Village a faithful Performance Bond and a Labor and Material Payment Bond in an amount equal to one hundred percent (100%) of the Contract Amount, said bonds being secured from a surety company satisfactory to the Village. In lieu of said bonds, the Village will accept a suitable Letter of Credit issued by a banking institution acceptable to the Village in sums or amounts in U.S. dollars equal to the amount of the bonds required under these Contract Documents. Any Letter of Credit submitted is subject to and conditioned upon compliance with these specifications and the approval of the Village Attorney.

7 Award or Rejection of Bids

7.1 The Village will only award the Contract to the lowest responsive, responsible bidder whose Bid complies with the General Instructions, General Conditions, Specifications and other Contract Documents. The Village reserves the right to reject any or all Bids when such rejection is in the best interest of the Village, or to waive any informalities in a Bid. The Village is not obligated to accept the lowest or any Bid.

7.2 No successful bidder to whom a contract or purchase order is let, granted, or awarded shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Village. In the event the contractor, without prior written notice, assigns, transfers, conveys, sublets, or otherwise disposes of the contract or purchase order or of its rights, title, and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporation, or upon receipt of the Village of an attachment against the successful bidder, the Village shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees, or sub-lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order.

8 Qualification of Bidder

8.1 Bidders shall be qualified as specified in the Bid Documents. Unless the General or Special Conditions provide otherwise, all bidders shall, as part of the Bid, submit a completed Bidder's Questionnaire.

8.2 The Village may make such investigations it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the Village, within five (5) days of a request, all such information and data for this purpose as may be requested. The Village reserves the right to reject any Bid if the information submitted by, or investigation of, a bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

8.3 Fraudulent statements shall cause rejection of Proposal(s) and forfeiture of the related bid security.

8.4 The following documents must be submitted with and make up the entire Catch Basin Cleaning bid.

8.4.1 A list of at least (3) projects of a similar size, which have been completed during the past five (5) years and a summary of experience over at least three (3) years of successful completion.

8.4.2 Three (3) years of audited financial statements.

8.4.3 Proof of qualifications and specific training together with employees who possess specialized training, skills or experience with the equipment on site.

8.4.4 Reference list, setting names of all projects with comparable services. Include name and telephone number of each business official or other liaison/individual with respect to this item.

8.4.5 List of names and addresses of any person or entity owning 10% or more of the company. Should any person or entity listed have ownership of another company, such information shall be disclosed. If bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.

8.4.6 A letter from an insurance agent, broker or carrier stating that no less than the minimum limits of insurance required in the Bid request will be met.

8.4.7 Bidder Information Sheet.

9 Bid bond (Bid Security Sheet)

10 Form of disclosure

11 Bidders will provide, along with the completed Bid package, evidence demonstrating an ability to provide the requested services, including a list of at least three (3) projects of a similar size which they have completed during the past five (5) years and a summary of their experience over at least three (3) years of successful completion of the services required herein in compliance with the applicable laws, rules and regulations of the State of New York. Bidders will also provide the last three (3) years of audited financial statements.

12 **Disqualification**

12.1 The Village reserves the right to refuse to issue Bid Documents to a prospective bidder should such bidder be in default for any of the following reasons:

12.1.1 bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Village) at the time the Village issues the Bid Documents to a prospective bidder;

12.1.2 bidder's default under previous contracts with the Village;

12.1.3 bidder's unsatisfactory work on previous contracts with the Village;

12.1.4 bidder is on any state debarment list or is otherwise prohibited by law from bidding on or being awarded the Contract or completing the Work.

12.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if the bidder cannot show that it has the necessary ability, facilities, and equipment to commence the work at the time prescribed and thereafter to perform and complete the Work at the rate or within the time specified. A Bid may be rejected if the bidder is already obligated for the performance of other work that would delay the commencement, performance, or completion of the Work contemplated herein.

12.3 The Village reserves the right to reject any Bid if the information submitted by, or investigation of, such bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

13 Non-Collusive Bidding Certification

13.1.1 Pursuant to General Municipal Law § 103, all bidders shall execute the Non-Collusive Bidding Certification attached hereto. No Bid shall be considered for award, nor shall any award be made, where the bidder does not certify compliance with the provisions in the Non-Collusive Bidding Certification. Notwithstanding the foregoing, if a bidder cannot make such certification, the bidder shall state this in its Bid and shall furnish with the Bid a signed statement that sets forth, in detail, the reasons therefore. The Village shall then consider the Bid and determine whether such disclosure was not made for the purpose of restricting competition.

14 Bid Form

14.1 The Bid Form is attached hereto; additional copies may be obtained from the Village.

14.2 Bids must be made on the Bid Form provided by the Village. The Bid Form must be completed in ink, by typewriter, or by other electronic means, but the Bid Form may not be otherwise altered. The Bid Form must be signed by an authorized representative of the bidder. All names must be printed or typed below the signature. All requisite signatures must be in blue ink.

14.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

14.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must also appear. The official address of the partnership must be shown.

14.5 The Bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

14.6 The address to which communications regarding the Bid are to be directed must be included on the Bid Form.

15 **"Or Equal" Bidding / Equivalent Goods**

1. Manufacturers' name brands are listed to indicate quality standards and minimum requirements and bidding may be on brands listed (if specified) or equivalent. Bidders shall furnish specifications to support claims of equivalency. In the event of any claim by an unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees that it will, at its own cost and expense, defend such claim or claims and agrees to hold the Village, its officers, employees, volunteers, agents, and representatives free and harmless from any and all claims for loss or damage arising out of this transaction for any reason.

16 **Specification Clarification**

16.1 All inquiries with respect to this Request for Bids or questions about the meaning or intent of the specifications must be directed to the Village Engineer's Office in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the Bid Documents. Questions received fewer than four (4) days prior to the date of submission of bids will not be answered. The Village will be bound only by responses given by formal written Addenda.

17 **Sales and Use Exemptions**

17.1 The Village is exempt from the payment of sales and compensation use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to the Village pursuant to this Contract. Also exempt from such taxes are purchases by the Contractor and subcontractors of materials, equipment and supplies to be sold to the Village pursuant to this Contract, including tangible personal property to be incorporated in any structure, building or other real property forming part of the project. These taxes are not to be included in the Bid.

18 **Laws, Rules and Regulations**

18.1 All bidders shall abide by all federal, state and local laws, rules and regulations, including all applicable provisions concerning health and safety.

19 **Labor Contracts and Disputes**

19.1 Within the Bid, all bidders shall advise the Village of any anticipated labor contracts within the bidder's organization that may be negotiated or re-negotiated during the manufacturing period. If any labor contract is up for renewal during the manufacturing period, the bidder shall list the expiration date of the contract and anticipated outcomes, if possible.

20 **Utilization of Minority (MBE) and Women's (WBE) business Enterprises**

20.1 The Village requires successful bidders to utilize their best efforts to achieve goals for Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE) participation on this project.

21 **Iranian Energy Section Divestment**

21.1 But submitting a bid , the bidder hereby represents that it is in compliance with New York State General Municipal Law § 103-g entitled "Iranian Energy Sector Divestment", in that the bidder has not:

21.1.1 Provided goods or services of $20 million or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

21.1.2 Acted as a financial institution that extends $20 million or more in credit to another person, for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

21.2 Any bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

21.3 Except as otherwise specifically provided herein, every bidder submitting a Bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

> By submission of this Bid, each bidder and each person signing on behalf of any 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

21.4 Except as otherwise specifically provided herein, any Bid that is submitted without having complied with section 19.3 above shall not be considered for award. In any case where the bidder cannot make the certification, the bidder shall so state and furnish with the Bid a signed statement setting forth in detail the reasons therefor. The Village reserves its rights, in accordance with General Municipal Law § 103-g to award the Bid to any bidder who cannot make the certification, on a case-by-case basis, under the following conditions:

21.4.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

The Village makes a determination that the goods or services are necessary for the Village to perform its functions and that, absent such an exemption, the Village would be unable to obtain the goods or services for which the Bid is offered. Such determination shall be made by the Village in writing and shall be a public document.

Section C
Declarations

Catch Basin Cleaning
Village of Mamaroneck
Westchester County, New York

Bid Submitted by: Fred A. Cook, Jr. Inc.

Address: P.O. Box 70

City/State/Zip Code: Montrose NY 10548

Phone: 914-739-3300

To: The Village of Mamaroneck
Village Manager's Office
123 Mamaroneck Avenue
Mamaroneck, New York 10543

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders, the Specifications and Requirements for the above entitled matter and work, and have examined the site(s).
2. I/We do hereby offer and agree to furnish all labor and materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the related Drawings and Specifications. I/We will furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefor within two (2) weeks after the contract is awarded, containing all terms, conditions, provisions and covenants necessary to complete the work according to the Specifications and Requirements therefor. If I/We fail to execute said contract within said period of time, the Village of Mamaroneck shall have the power to rescind the award and award the bid and contract to the next lowest responsible bidder.
5. I/We declare and agree to commence work with the scheduling of crews as soon as possible after execution of the Contract and to complete the work fully and in every respect on or before the time specified in said Contract and do authorize the Village, in case of failure to complete the work within the specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.
6. I/We agree that the Village of Mamaroneck reserves the right to select any one, a combination of, or all of the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this Bid, each bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party

certifies as to its organization, under the penalty of perjury, that to the best of 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; and

(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 person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.

(d) no member of the Village Board, or officer, or employee of the Village of Mamaroneck, or person whose salary is payable in whole or in part by the Village is or shall become interested as a contracting party, partner, stockholder, surety, or otherwise, in this Bid or in the performance of this Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.

8. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the Bid-opening deadline and that within said period of forty five (45) days the Village of Mamaroneck will accept or reject this proposal, or this period may be extended upon mutual agreement.
9. I/We declare that if this is a Corporate Bid I/We have been duly authorized to act as the Signatory on this proposal on behalf of this Corporation.
10. I/We affirm, under penalty of perjury, that all statements in this proposal are true and correct.
11. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work.
12. I/We hereby agree that upon award of the bid, Contractor shall supply the Village of Mamaroneck with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section I).
13. /We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.
14. Certified payrolls with prevailing wages are required to be submitted with payment requests.

Signatures and Execution – next page.
(Section C continued on next page)

Legal Name of Bidder, Partner or Corporate Officer:

Fred A. Cook, Jr. Inc

By: _____
Brian F. Cook, President et al.

Corporate Seal
(if incorporated)

Bidder Acknowledges receipt of Addenda as follows:

Addendum 1: Signature_____

Addendum 2: Signature_____

Addendum 3: Signature_____

Addendum 4: Signature_____

Note: This page does not need to be signed, if no addenda are issued by the Village of Mamaroneck.

Section D
Bid Bond

Attached

(AIA forms are acceptable substitutes)

Know all men by these presents, that we the undersigned

as Principal, and _____ as Surety are held and firmly bound to **the Village of Mamaroneck** hereinafter called the Village in the penal sum of __five percent (5%) of the total amount of the bid price, equaling _____Dollars, ($.) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The Condition of this Obligation is such, that whereas the Principal has submitted the accompanying bid dated:

_____, 2018, for:

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or within any extended time period agreed to by the Principal, Surety and the Village, or, if no period is specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period is specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Village in accordance with the Bid as accepted, and give sufficient bond and surety as may be required for the faithful performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

(continued)

Bid Bond

(continued)

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties to this Bond.

In the presence of: _____
(Individual Principal)

_____
(Company Name)

_____
(Business Address)

_____
(Corporate Principal)

_____
(Corporate Business Address)

Attest: _____ Signature: _____

Print: _____

(Affix Corporate Seal)

Section E
Bid Proposal Form

BID PROPOSAL FORM

Village Manager
Village Hall at the Regatta
123 Mamaroneck Avenue
Mamaroneck, New York 10543

Dear Sir:

We propose to provide the items of work in accordance with the specifications and requirements. The Village Manager will have final say in determining the location of all work to be performed as follows:

	Estimated Quantity		Total Unit Price		Est. Cost
1. Clean catch basins:	400 Catch basins	x	$ 165.00	=	$ 66,000.00
2. Clean additional storm sewer pipe (all sizes):	1000 Linear Feet	x	$ 5.00	=	$ 5,000.00
3. Immediate Service Surcharge	Per Day	x	$ 750.00		

Total Gross Bid: 71,750.00

Total or Gross Bid Written in Words

Seventy-one Thousand Seven Hundred Fifty Dollars and zero cents
DOLLARS CENTS

It is understood that the contract period will run from November 1, 2018 through October 31, 2018 with an option to renew by the Village of Mamaroneck for one year, under the same terms, conditions and prices.

Date: 10/17/2018

BID PROPOSAL FORM (continued)

No Federal or State taxes shall be included and an exemption certificate will be supplied if requested.

Date: 10/17/2018

Firm Name Fred A. Cook, Jr. Inc

By:
Signature

(Corporate Seal)

Print Name and Title
Brian F. Cook, President et al.

Address
P.O. Box 70
Montrose NY 10548

Telephone No. 914-739-3300

Section F
Information Sheet

Specifications

CATCH BASIN CLEANING

GENERAL DESCRIPTION:
This contract is a unit price contract to clean catch basins and adjacent piping located within the Village of Mamaroneck will be cleaned according to the following specifications. For purposes of bidding, piping connected to any catch basin will considered part of the catch basin unit item up to approximately 10 feet from the catch basin. The contractor will be required to be available at least 2 days within the first week of month to perform catch basin cleaning throughout the contract period. Cleaning will be coordinated with the Village Engineer and shall be performed during the hours of 8am and 5pm, Monday through Friday, excluding Village Holidays.

All instances of the contract stating 'Village Engineer' shall mean the Village Engineer or their designee.

WORKMEN:
The contractor will supply a foreman and adequate crew experienced in catch basin cleaning.

SEQUENCE OF OPERATION:
When a list of catch basin cleaning locations has been provided to the contractor, the work will be performed in one continuous operation for the minimum availability stated under GENERAL DESCRIPTION. It is recognized that the work may have to be done in several operations. The contractor is advised that should he plan to do the work in more than one continuous operation, a schedule of work must be submitted and approved by the Village Engineer.

IMMEDIATE SERVICE
The contractor shall be available to perform work under this contract within 24 hours of a request in anticipation of a storm event, preparation for emergency repair of the drainage system or any other immediate need as determined by the Village Engineer. This item will be paid as a per day surcharge for this service.

SAFETY:
Maintenance and control on traffic will be the responsibility of the awarded contractor. The contractor will provide any cones, barricades or other devices to insure pedestrian and traffic safety. Where work is to be done in heavily trafficked areas, a flag person may be required to facilitate traffic safety as directed by the Village Police Department or Village Engineer.

EQUIPMENT:
The equipment used for cleaning the catch basins and lateral lines shall be truck mounted combination high-velocity air vacuum type cleaner. The unit shall be pendant controlled boom capable of 360 degree of rotation with 8" diameter intake hose and tubes for picking up wet or dry debris. The boom shall be hydraulically powered and capable of up/down movement, in/out telescoping and left/right rotation.

Tank capacity should be minimum of 10 cubic yards and water capacity a minimum of 1000 gallons.

Alternate equipment may be used provided it is equal to the task of adequately cleaning the catch basins and piping. Should an alternate be used, approval in advance by the Village Engineer is required. It should be noted, however, that the owner recognizes there is more than

SPECIFICATIONS (continued)

one approach to properly cleaning the catch basins. The selection of equipment to be used is the responsibility of the contractor. The results (clean and free flowing basins) will be the governing factor regarding compliance with this contract.

WATER:
The Contractor shall make all arrangements for the supply of cleaning water, at their own expense.

CLEANING:
Each catch basin shall be thoroughly cleaned of debris. As part of the cleaning, the catch basin walls approximately 10 feet of connecting pipe shall be washed down with a high-pressure water gun and any ancillary tools to accomplish the task. At the direction of the Village Engineer, the pipe lines between the catch basins beyond the immediate 10 foot sections may also be cleaned. No pipe lines other than the immediate 10 feet sections shall be cleaned without the specific approval and direction of the Village Engineer. This additional pipe cleaning will be paid for using the separate pipe cleaning unit in the bid proposal.

DISPOSAL OF DEBRIS:
The Contractor will provide an area for disposal of debris removed from the catch basins. Disposal of debris will be in accordance with all applicable laws and regulations.

RECORD KEEPING
The contractor shall complete a Catch Basin Worksheet, attached in appendix A, for each catch basin cleaned. The worksheets will be submitted by the Contractor to the Village Engineer by the noon, the day after the cleaning event.

MEASUREMENT & PAYMENT:
Measurement for this item shall be on a per catch basin basis and payment shall be at the unit price bid which shall include all cost for labor, materials and equipment necessary to clean, remove all debris and complete the Catch Basin Worksheet. Unit price per catch basin includes all pipe within 10 feet of the catch basin.

Section G
Labor and Material Payment Bond Bond No. _____
(AIA forms are an acceptable substitute)

Note: This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

Know all men by these presents:

That_____
(name and address or legal title of Contractor)
as Principal (hereinafter called Principal) and _____

_____
as Surety, (hereinafter called Surety) are held and firmly bound unto The Village of Mamaroneck (hereinafter called the Village) for the use and benefit of claimants as hereinbelow defined; in the amount of:

_____

Dollars

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

WHEREAS, Principal has by written agreement dated _____, 2018, entered into a Contract with the Village for the project known as:

#2018-01 – Catch Basin Cleaning. Contract

which Contract is by reference and attachment made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if said Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Village of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Village or the Principal to the other shall not in any way release the Principal and the Surety of either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnishes materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefore, may bring a suit on this bond in the name of the person suing,

prosecute the same to a final judgment, and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____ _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In the presence of:

_____
(Principal Signature)

_____
Witness/Notary

_____
*Print name and title
(Principal Seal)

_____
(Business Address)

_____
City, State, Zip Code

_____
(Surety Signature)

_____
Witness/Notary

_____
*Print name and title
(Surety Seal)

_____
(Business Address)

_____
City, State, Zip Code

Section H
Performance Bond
(AIA forms are an acceptable substitute)

Know all men by these presents:

That _____

as Principal, hereinafter called Contractor, and _____
as Surety, hereinafter called Surety, are held and firmly bound unto The Village of Mamaroneck hereinafter called The Village in the amount of

_____

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

Whereas, Contractor has by written agreement dated _____, 2018, entered into a contract with The Village for

#2018-01– Catch Basin Cleaning

which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

Now, therefore, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of the guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project area, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Village.

Whenever Contractor shall be, and declared by the Village to be in default under the Contract, the Village, having performed Village's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1) Complete the Contract in accordance with its terms and conditions by another Contractor acceptable to the Village, said other Contractor to act as an agent for the Surety, or

2) Obtain a Bid or Bids for submission to the Village for completing the Contract in accordance with its terms and conditions, and upon determination by the Village and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and the Village, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient

funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Village to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Village to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before one year has expired from the date on which guaranty under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other that the Village of Mamaroneck or its executors, administrators or successors.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to the authority of its governing body.

In the presence of:

_____
Witness/Notary

_____
(Principal Signature)

_____
*Print name and title

(Principal Seal)

_____
(Business Address)

_____
City, State, Zip Code

_____
(Surety Signature)

_____
Witness/Notary

_____
*Print name and title
(Surety Seal)

_____
(Business Address)

_____
City, State, Zip Code

Countersigned
by:

* Attorney-in-Fact, State of _____
_____

*Power-of-Attorney for person signing for Surety Company must be attached to Performance Bond.

SECTION I
SCHEDULE OF INSURANCE

INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the **Village of Mamaroneck** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.

   a. Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

   b. Public Liability & Property Damage Insurance including contingent liability of the Village for the acts or omissions of the Contractor covering claims for personal injury including accidental death with a combined single limit of $5,000,000 Bodily Injury and Property Damage, per occurrence. The Certificate of Insurance shall indicate the following coverage:

      (1) Premises - Operations;

      (2) Any deductibles shall not be the liability of the **Village of Mamaroneck, New York.**

   c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at $1,000,000. This insurance shall include coverage for:

      (1) Owned automobiles;

      (2) Hired automobiles;

      (3) Non-owned automobiles.

   d. Owners and Contractors Protective Liability Policy - $1,000,000 single limit endorsed that the **Village of Mamaroneck** is not responsible for the premium.

   e. Property Damage - Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the **Village of Mamaroneck.**

   f. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and his subcontractors assessed against the Owner under the authority of said law.

2. The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least an A Best rating.

3. All policies and certificates of the Contractor shall contain clauses as follows:

   a. The insurance companies issuing the policy or policies shall have no recourse against the **Village of Mamaroneck, New York** for payment of any premium or for assessments under any form of policy.

   b. 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.

   c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Village of Mamaroneck, New York**, by registered mail, return receipt requested.

4. All property losses shall be made payable to and adjusted with the **Village of Mamaroneck.**

5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.

6. Other coverages may be required by the **Village of Mamaroneck** based on specific need.

7. If, at any time, any of the said policies shall be or become unsatisfactory to the **Village of Mamaroneck,** as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Village of Mamaroneck** the Contractor shall promptly obtain a new policy, submit same to the **Village of Mamaroneck,** for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Village of Mamaroneck,** may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.

8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts 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 additional security covering such claims.

9. The Insurance Policy shall be endorsed to name the **Village of Mamaroneck,** , and any directors, officers, employees, subsidiaries, and affiliates, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the **Village of Mamaroneck**, shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.

10. Copies of the insurance policies shall be submitted to the **Village of Mamaroneck**, for approval prior to the signing of the Contract.

All required insurance must be in effect and continued so during the life of the contract, at the contractor's expense, and is subject to the approval of the Village Attorney as to adequacy, form and correctness.

RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR:

The contractor shall be the insurer of the Village, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the contractor, of the Village, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Village subsequent to the acceptance of the proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the contractor shall forthwith repair, replace and make good the work without cost to the Village.

2. The risks of injuries or damages, direct or consequential, to the Village, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The contractor shall indemnify the Village, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.

3. The risk of claims and demands, just or unjust, by third persons against the Village, its officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Village, or any of its employees or agents. The contractor shall indemnify the Village, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof. Neither the acceptance of the completed work nor payment therefore shall release the contractor from his obligation under the Schedule, provided, however, that the risks and indemnifications assumed by the contractor shall not inure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this contract.

Section J
Statement by Bidder

STATEMENT BY BIDDER

It is understood and agreed that this bid and any contract awarded hereon shall be subject to the provisions of Section 103-a of the General Municipal Law, which provides as follows:

103-a. Ground for cancellation of contract by municipal corporations and fire districts. A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, 1759, or by a fire district or any agency or official thereof on or after the first day of September, 1760, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1759, or with any fire district or any agency or official thereof on or after the first day of September, 1760, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods installed or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, 1760, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, 1759, but prior to the first day of September 1760.

Dated 10/17/18

Firm Name Fred A. Cook, Jr. Inc

By: [signature]
Signature and Title

Brian F. Cook,
President et al.

Section K
Non-Collusive Bidding Certification

NON-COLLUSIVE BIDDING CERTIFICATION

(a) By submission of this bid, each bidder and each person signing on behalf of any 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 knowledge and belief:

(1) 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;

(2) 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

(3) 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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) 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 therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of 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. 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 subparagraph (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder 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 the above subdivision of this section, 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.

This is to affirm, under penalties of perjury, that the above statements are true and correct.

Dated 10/17/18

Firm Name Fred A. Cook, Jr. Inc

(Corporate Seal)

By:
Signature and Title

Brian F. Cook President et al

Section L
Equal Employment Opportunity

Certification of Bidder Regarding Equal Employment Opportunity

Instructions This certification is required pursuant to Executive Order 11245 (30 F.R. 12317-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification of Bidder by
Corp. Name: Fred A. Cook, Jr. Inc.
Address: P.O. Box 70
City/State/Zip Code: Montrose NY 10548

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.
✓ Yes _____ No
(if answer is yes, identify the most recent contract).

Westchester County

2. Compliance reports were required to be filed in connection with such contract or subcontract.
_____ Yes ✓ No
(if answer is yes, identify the most recent contract).

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
_____ Yes _____ No N/A

4. If answer to item #3 is NO, please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

Signature: [signature]

Name and Title of Signer: Brian F. Cook, President et al.

Section M

INDEMNIFICATION AGREEMENT

The Contractor agrees to protect, defend indemnify and hold the Village of Mamaroneck and any agents, officers, employees and consultants of any of them; free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof: without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner for damage arising out of bodily injury to persons of damage to property caused by resulting from the sole negligence of Owner, or its employees.

SIGNED AND SEALED this 17TH day of October 2018

In the presence of:

_____(Seal)
PRINCIPAL
Brian F. Cook,
President et al.

Brittany N Jaycox
WITNESS

BRITTANY N JAYCOX
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JA6329740
Qualified in Orange County
My Commission Expires August 31, 2019

TITLE

Section N
Articles of Agreement
Contract #2018-01 –Catch Basin Cleaning

Articles of Agreement

Contract #2018-01 – Catch Basin Cleaning
Village of Mamaroneck
Westchester County, New York

THIS AGREEMENT made this _____ day of _____ (month), 2018, by and between:

* Strike out the two terms that do not apply to your, the Contractor's, company.

Either:

A. Corporation organized and existing under the laws of the state of New York

~~B. Partnership consisting of~~ _____

~~C. Individual trading as~~ _____

Hereinafter called "The Contractor" and the Village of Mamaroneck, NY, hereinafter called "The Village."

WITNESSETH, that The Contractor and The Village for the consideration stated herein mutually agree as follows:

Article 1. Statement of Work
The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all Addenda thereto, numbered and entitled,

Contract #2018-01 – Catch Basin Cleaning

Article 2. The Contract Price
The Village will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the stated unit prices stipulated in the Bid for the respective items of work completed subject to additions and deductions as provided in the section on changes in the work in the General Conditions.

Article 3. Contract Documents
The Contract Documents shall consist of the following
(including their attachments and exhibits, not in any particular order)

- Notice to Bidders;

- Instructions to Bidders;
- Declarations;
- Bid Proposal
- Labor & Materials Bond
- Performance Bond
- Maintenance Bond
- Addenda (if any);
- Non-Collusive Bidding Certification & Resolution
- Equal Employment Opportunity Certification
- This Agreement
- Certificate(s) of Insurance and Hold Harmless Agreement;
- General Conditions
- Signed copy of Bid, with all attachments required for bidding.

Article 4. Term:
The general term of this contract is not to exceed roughly one year, stated as November 1, 2018 through October 31, 2019. The Village, at its sole option may extend this agreement for an additional one-year term at the same terms and conditions contained herein.

This Agreement, together with the other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the Contractor and the Village. In the event that any provision in any component part of this Contract conflicts with any provision of any other component the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day and year first above written.

(Contractor's Signature) _____

Print Name: Brian F. Cook

Title: President et al

(Notarize on next page)

(Manager's Signature) _____
Daniel J. Sarnoff, Acting Village Manager

(Notarize on next page)

STATE OF NEW YORK }
COUNTY OF WESTCHESTER }
VILLAGE OF MAMARONECK }

10/17, 2018, before me personally came Brian F. Cook

to me known, who, being by me duly sworn, did depose and say that he resides at

5 Travis Pt. Peekskill, NY 10566, that he is

(Title) President et al.
acting on behalf of the corporation described herein and executed the foregoing instrument: that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Notary Public: Brittany N Jaycox

Date: 10/17, 2018

BRITTANY N JAYCOX
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JA6329740
Qualified in Orange County
My Commission Expires August 31, 2019

STATE OF NEW YORK }
COUNTY OF WESTCHESTER }
VILLAGE OF MAMARONECK }

11/16, 2018, before me personally came Daniel J. Sarnoff

to me known, who, being by me duly sworn, did depose and say that he is the Manager of the Village of Mamaroneck, New York, the municipal corporation described herein, and which executed the foregoing instrument: that he knows the seal of said Village; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Trustees of the said Village (resolution attached); and that he signed his name thereto by like order.

Notary Public:

Date: 11/16, 2018

SALLY J. ROBERTS
Notary Public, State of New York
No. 01RO6171726
Qualified in Westchester County
Commission Expires 07/30/2019

Fred A. Cook, Jr. Inc.
SEWER, SEPTIC & PIPELINE CLEANING SPECIALISTS

P.O. BOX 70, MONTROSE, NY 10548 Website: www.fredcook.com Phone 914.739.3300
845.739.3300
Fax 914.739.8525

October 17, 2018

Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

RE: Contract No. 2018-01 – Catch Basin Cleaning

Documents to be submitted with bid:

8.4.1 Please see attached Professional References.

8.4.2 Financial statements will be furnished, if necessary, upon award.

8.4.3 Proof of qualifications and specific trainings:

A. Our technicians have ten years plus experience with our Vactor Jet Rodders and with this firm.

B. Safety Training certificates can be furnished upon request, upon award.

8.4.4 Please see attached Professional References.

8.4.5 Names and addresses of any person or entity owning 10% or more of the company:

A. Brian F. Cook, President et al, 100% Ownership

B. Address: 5 Travis Point, Peekskill, NY 10566

8.4.6 Letter from Insurance Agent enclosed.

8.4.7 Bidder Information Sheet enclosed.

Fred A. Cook, Jr. Inc.
SEWER, SEPTIC & PIPELINE CLEANING SPECIALISTS

P.O. BOX 70, MONTROSE, NY 10548 Website: www.fredcook.com Phone 914.739.3300
845.739.3300
Fax 914.739.8525

Professional References

Company Name: Town of Mamaroneck
Contact Name: Louis Martirano
Phone Number: (914) 381-7825
Project Title: Catch Basin Cleaning Services 2017 – 2019
Completion Date: 2017-2019
Contract Amount: $157,600.00

Company Name: Town of New Fairfield, CT
Contact Name: Russell Loudon
Phone Number: (203) 312-5629
Project Title: Catch Basin Cleaning Services
Completion Date: September 2017
Contract Amount: $50,000.00

Company Name: Village of Scarsdale
Contact Name: Tyler Siefert
Phone Number: (914) 722-1150
Project Title: Catch Basin Cleaning Services
Completion Date: October, 2016
Contract Amount: $40,000.00

Company Name: Village of Mamaroneck
Contact Name: Richard Slingerland
Phone Number: (914) 777-7703
Project Title: Catch Basin Cleaning Services
Completion Date: November 2014
Contract Amount: $66,500.00

Guerin & Guerin
INCORPORATED

October 17, 2018

Village of Mamaroneck

To whom it may concern

Re: Fred A Cook Jr Inc
Bid Proposal - Village of Mamaroneck Contract 2018-01 – Catch Basin Cleaning

As the insurance agent, for Fred A. Cook, Jr. Inc, we will provide Commercial Insurance coverage as stated in the bid requirements for the above project.

If we can be of further assistance, please advise.

Sincerely

GUERIN & GUERIN AGENCY INC

Andrea Latocha, CIC

Business Insurance

44 Maiden Lane · Kingston, New York 12401 · 845-331-1567 · Fax 845-331-4873

EXTRACT OF MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE VILLAGE OF MAMARONECK HELD ON OCTOBER 22, 2018, AT 7:30 P.M. IN THE COURTROOM AT VILLAGE HALL, MAMARONECK, NEW YORK

RESOLUTION RE:
AWARDING CONTRACT 2018-01 – CATCH BASIN CLEANING

WHEREAS, the Acting Village Manager reports that he publicly advertised for the receipt of bids on October 9, 2018 for Contract 2018-01 – Catch Basin Cleaning; and

WHEREAS, on the bid opening date, Thursday, October 18, 2018, three (3) bids were received with the lowest responsible bid received from Fred A. Cook, Jr. Inc., PO Box 71, Montrose, NY 10548 in the amount of $165.00 per catch basin for an estimated 400 catch basins ($66,000) and $5.00 per linear foot for cleaning of additional 1,000 LF of storm sewer pipes ($5,000) and an immediate service surcharge (next day service as directed by Village) of $750 per request; and

WHEREAS, Fred A Cook, Jr. Inc., has performed other such work for the Village in the past and the staff has been satisfied with the quality of their work; now therefore be it

RESOLVED, that Contract 2018-01 – Catch Basin Cleaning is hereby awarded to Fred A. Cook, Jr. Inc. at their bid unit price of $165.00 per catch basin and $5.00 per LF for cleaning of additional storm sewer lines and immediate service surcharge of $750; and be it further

RESOLVED, that the Acting Village Manager is herein authorized to execute Contract 2018-01 – Catch Basin Cleaning on behalf of the Village of Mamaroneck; and be it further

RESOLVED, that all costs associated with this project be charged to Fiscal Year 2018/19 General Fund Account #A.8140.0421; and be it further

RESOLVED, that the Acting Village Manager is herein authorized to undertake such administrative acts as may be necessary pursuant to the terms of the agreement.

Ayes: Lucas, Waitt, Potok, Tafur, Murphy

Nays: None

I, the undersigned Clerk Treasurer of the Village of Mamaroneck, Westchester County, New York,

DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the Regular Meeting of the Board of Trustees of the Village of Mamaroneck, including the resolution contained therein, held on the 22nd day of October 2018 with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Village this 24th day of October 2018.

Agostino A. Fusco

New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^ 132821402
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
FRED A. COOK, JR., INC. P.O. BOX 70 MONTROSE NY 10548	VILLAGE OF MAMARONECK 123 MAMARONECK AVENUE MAMARONECK NY 10543

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G1467 609-2	523431	04/01/2018 TO 04/01/2019	10/24/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1467 609-2, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

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

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

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 213400755

I-26.3

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2018

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).

ODDUCER
erin & Guerin Agency Inc
Maiden Lane
igston NY 12401
5 331 1567

CONTACT NAME: Andrea Latocha
PHONE A/C, No, 845-331-1567 FAX A/C, No): 845-331-4873
E-MAIL ADDRESS: Andrea@Guerinagency.com
PRODUCER CUSTOMER ID:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Indemnity Company of Connecticut	25682
INSURER B:	Merchants Mutual Insurance Co	23329
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

URED
Fred A Cook Jr Inc
P O Box 70
Montrose NY 10548

OVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NDICATED. 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.

R	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
✓	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
		x		DT–CO 679K4252 -TCT17	11/14/2017	11/14/2018	MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY ✓ PROJECT LOC							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
✓	ANY AUTO						BODILY INJURY (Per person)	$
✓	ALL OWNED AUTOS			DT- 810-1N679K4252-17	11/14/2017	11/14/2018	BODILY INJURY (Per accident)	$
✓	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
✓	HIRED AUTOS							$
✓	NON-OWNED AUTOS							$
✓	Comp & Collision							
✓	**UMBRELLA LIAB** ✓ OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE			CUP0001404	11/14/2017	11/14/2018	AGGREGATE	$ 9,000,000
	DEDUCTIBLE							$
✓	RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
	Inland Marine Schedule			QT6604G333835 COF 17	11/14/2017	11/14/2018	Refer to Company for Limit and Schedule	

SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
age of Mamaroneck is additional insured for written contracted service with the above named insured

RTIFICATE HOLDER
Village of Mamaroneck
123 Mamaroneck Ave
MamaroneckNY 10543

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

TRAVELERS

Report Claims Immediately by Calling*
1-877-828-4132
Speak directly with a claim professional
24 hours a day, 365 days a year

*Unless Your Policy Requires **Written** Notice or Reporting

COMMERCIAL INSURANCE

A Custom Insurance Policy Prepared for:

VILLAGE OF MAMARONECK
123 MAMARONECK AVENUE
MAMARONECK NY 10543

Presented by: GUERIN & GUERIN AGCY INC

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

TRAVELERS CORP. TEL: 1-800-328-2189
CONTRACTORS
COMMON POLICY DECLARATIONS
ISSUE DATE: 10/26/18
POLICY NUMBER: DT-PRS-4G450554-IND-18

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

1. NAMED INSURED AND MAILING ADDRESS:
   VILLAGE OF MAMARONECK
   123 MAMARONECK AVENUE
   MAMARONECK, NY 10543

2. POLICY PERIOD: From 11/01/18 to 11/01/19 12:01 A.M. Standard Time at your mailing address.

3. LOCATIONS

Premises Loc. No.	Bldg. No.	Occupancy	Address

ON FILE WITH COMPANY

4. COVERAGE PARTS FORMING PART OF THIS POLICY AND INSURING COMPANIES:
   OWNER CONTRACTORS PROTECTIVE COV PART DECLARATIONS CG T0 03 03 95 IND

5. NUMBERS OF FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY: SEE IL T8 01 10 93

6. SUPPLEMENTAL POLICIES: Each of the following is a separate policy containing its complete provisions:

Policy	Policy No.	Insuring Company

7. PREMIUM SUMMARY:

Provisional Premium	$ 1,000
Due at Inception	$ 1,000
Due at Each	$

NAME AND ADDRESS OF AGENT OR BROKER:
GUERIN & GUERIN AGCY INC (F4837)
44 MAIDEN LANE
KINGSTON, NY 12401

COUNTERSIGNED BY:

Authorized Representative

DATE:

TRAVELERS

POLICY NUMBER: DT-PRS-4G450554-IND-18
EFFECTIVE DATE: 11-01-18
ISSUE DATE: 10-26-18

LISTING OF FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS

THIS LISTING SHOWS THE NUMBER OF FORMS, SCHEDULES AND ENDORSEMENTS BY LINE OF BUSINESS.

IL T0 02 11 89	COMMON POLICY DECLARATIONS
IL T8 01 10 93	FORMS, ENDORSEMENTS AND SCHEDULE NUMBERS
IL T3 83 09 06	EXECUTION CLAUSE

OWNERS/CONTRACTORS PROTECTIVE LIABILITY

CG T0 03 03 95	OWNERS AND CONTRACTORS PROT LIAB DEC
CG T0 07 03 95	DECLARATIONS PREMIUM SCHEDULE
CG T0 08 11 03	KEY TO DECLARATIONS PREMIUM SCHEDULE
CG T0 36 11 03	TABLE OF CONTENTS
CG 00 09 10 01	OWNERS/CONTRACTORS PROTECTIVE LIABILITY
CG D3 17 11 03	AMENDMENT OF COVERAGE-POLLUTION
CG D7 55 01 15	EXCL-ACCESS OR DISCL OF CONF/PERS INFO
CG 00 63 12 02	WAR LIABILITY EXCLUSION
CG T4 78 02 90	EXCLUSION-ASBESTOS
CG 01 05 12 01	NEW YORK CHANGES-PREMIUM AUDIT
CG 26 04 07 11	NEW YORK CHANGES - OCP LIAB COV FORM
CG 26 36 12 93	NY-CHANGES-TRANSFER OF DUTIES
CG 28 67 01 14	NY CHANGES - CANCELLATION AND NONRENEWAL
CG 29 51 01 96	EMPLOYMENT-RELATED PRACTICES EXCLUSION

INTERLINE ENDORSEMENTS

IL T3 68 01 15	FEDERAL TERRORISM RISK INS ACT DISCLOSE
IL T4 12 03 15	AMNDT COMMON POLICY COND-PROHIBITED COVG
IL T4 14 01 15	CAP ON LOSSES CERTIFIED ACT OF TERRORISM
IL F1 01 09 13	NY CHGS-REFERENCES TO INS DEPT, LAW, REG
IL 00 23 07 02	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT

This policy consists of this policy cover, the Declarations and the forms, schedules and endorsements listed in the Declarations.

In return for payment of the premium, we agree with the Named Insured to provide the insurance afforded by this policy. That insurance will be provided by the company indicated as insuring company in the Declarations by the abbreviation of its name.

The companies listed below (each a stock company) have executed this policy, but it is valid only if countersigned on the Declarations by our authorized representative.

The Travelers Indemnity Company (IND)

The Phoenix Insurance Company (PHX)

The Charter Oak Fire Insurance Company (COF)

Travelers Property Casualty Company of America (TIL)

The Travelers Indemnity Company of Connecticut (TCT)

The Travelers Indemnity Company of America (TIA)

Travelers Casualty Insurance Company of America (ACJ)

Wendy C. Skyring
Secretary

President

OWNERS/CONTRACTORS PROTECTIVE LIABILITY

OWNERS/CONTRACTORS PROTECTIVE LIABILITY

TRAVELERS

One Tower Square, Hartford, Connecticut 06183

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: DT-PRS-4G450554-IND-18
ISSUE DATE: 10-26-18

INSURING COMPANY:
THE TRAVELERS INDEMNITY COMPANY

Declarations Period: From 11-01-18 to 11-01-19 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Owners and Contractors Protective Liability Coverage Part consists of these Declarations and the Coverage Form shown below. The Common Policy Conditions do not apply to this Coverage Part.

1. COVERAGE AND LIMITS OF INSURANCE:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM	LIMITS OF INSURANCE
Aggregate Limit	$ 2,000,000
Each Occurrence Limit	$ 1,000,000

2. AUDIT PERIOD: NONE

3. FORM OF BUSINESS: CORPORATION

4. DESIGNATED CONTRACTOR:

Name FRED A COOK JR INC

Mailing Address P O BOX 70
MONTROSE, NY 10548

5. LOCATION OF COVERED OPERATIONS: Catch Basin cleaning project for the Village of Mamaroneck

6. NUMBERS OF FORMS, SCHEDULES AND ENDORSEMENTS FORMING PART OF THIS COVERAGE PART ARE LISTED BELOW OR ATTACHED AS A SEPARATE LISTING.

DECLARATIONS PREMIUM SCHEDULE **POLICY NUMBER:** DT-PRS-4G450554-IND-18

This Schedule applies to the Declarations for the period of 11-01-18 to 11-01-19

It shows all of your known rating classes as of the effective date. Any exceptions will be so noted. This includes all locations you own, rent or occupy.

LOC/BLDG NO.	CLASS DESCRIPT/ CODE NO.	SUBLINE	PREMIUM BASE/ EXPOSURE	RATES	ADVANCE PREMIUM
ST OF NY	CONSTRUCTION OPERATIONS - OWNERS (NOT RAILROAD) EXCLUDING OPERATIONS ON BOARD SHIP/16292	335	C-700,000	FLAT CHARGE	$1,000

*This class is subject to the prem/ops transition program.

☐ If an "X" is entered in this box, these Declarations are completed on the Premium Schedule Extension CG T0 12.

KEY TO DECLARATIONS PREMIUM SCHEDULE

ABBREVIATIONS:

CLASS DESCRIPT – means CLASS DESCRIPTION

LOC/BLDG NO. – means LOCATION/BUILDING NUMBER

OPN NO. – means OPERATION NUMBER

PREM/OPS – means PREMISES/OPERATIONS

PROD/C-OPS – means PRODUCTS/COMPLETED OPERATIONS

PREMIUM BASE:

Key Letter	Premium Base	How Rates Apply
a	Area	per 1,000 square feet
c	Total Cost	per $1,000 of total cost
m	Admissions	per 1,000 admissions
o	Total Operating Expense	per $1,000 of total operating expenditures
p	Payroll	per $1,000 of payroll
s	Gross Sales	per $1,000 of gross sales
t	(see note* below)	(see note* below)
u	Units	per unit

* Premium base t applies for a number of rarely used premium bases. The specific base and how rates apply are shown with the Class Description on the DECLARATIONS-PREMIUM SCHEDULE.

Copyright, The Travelers Indemnity Company, 2003

TABLE OF CONTENTS

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM CG 00 09 10 01

SECTION I—COVERAGES

Beginning on Page

BODILY INJURY AND PROPERTY DAMAGE LIABILITY — Insuring Agreement 1
Exclusions 2

Supplementary Payments 4

SECTION II—WHO IS AN INSURED 5

SECTION III—LIMITS OF INSURANCE 6

SECTION IV—CONDITIONS 6

Bankruptcy 6
Cancellation 6
Changes 6
Duties in the Event of Occurrence, Claim or Suit 6
Examination of Your Books and Records 7
Inspections and Surveys 7
Legal Action Against Us 7
Other Insurance 7
Premiums 7
Premium Audit 7
Separation of Insureds 8
Transfer of Rights of Recovery Against Others To Us 8
When We Do Not Renew 8

SECTION V—DEFINITIONS 8

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

(a) Operations performed for you by the "contractor" at the location specified in the Declarations; or

(b) Your acts or omissions in connection with the general supervision of such operations;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

© ISO Properties Inc., 2000

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Work Completed Or Put To Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

(1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or

(2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

d. Acts Or Omissions By You And Your Employees

"Bodily injury" or "property damage" arising out of your, or your "employees", acts or omissions other than general supervision of "work" performed for you by the "contractor".

e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

f. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

g. Damage To Property

"Property damage" to:

© ISO Properties Inc., 2000

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Property loaned to you;

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

(4) "Work" performed for you by the "contractor".

h. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to:

(1) Liability assumed under an "insured contract"; or

(2) Expenses for first aid.

i. Mobile Equipment

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

j. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

(ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in

© ISO Properties Inc., 2000

connection with operations being performed by or on behalf of any insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

k. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor".

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All costs taxed against the insured in the "suit".

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

h. Expenses incurred by the insured for first aid administered to others at the time of an accident, for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the

© ISO Properties Inc., 2000

liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys fees and necessary litigation expenses as Supplementary Payments ends when:

a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

a. Any person (other than your "employee") or any organization while acting as your real estate manager.

b. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

© ISO Properties Inc., 2000

venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".
3. Subject to **2.** above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Cancellation**
   a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
   b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:
      (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
      (2) 30 days before the effective date of cancellation if we cancel for any other reason.
   c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.
   d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
   e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
   f. If notice is mailed, proof of mailing will be sufficient proof of notice.
3. **Changes**

   This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

4. **Duties In The Event Of Occurrence, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence".
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

© ISO Properties Inc., 2000

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

5. Examination Of Your Books And Records

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

6. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

7. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

8. Other Insurance

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

9. Premiums

The "contractor":

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

10. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At

© ISO Properties Inc., 2000

the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".

c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

11. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".

2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

3. "Contractor" means the contractor designated in the Declarations.

4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:

   a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or

   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by:

   a. The repair, replacement, adjustment or removal of the work performed for you; or

   b. Your fulfilling the terms of the contract or agreement.

8. "Insured contract" means:

   a. A lease of premises;

   b. A sidetrack agreement;

   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or

   e. An elevator maintenance agreement.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

© ISO Properties Inc., 2000

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

13. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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

14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

16. "Work" includes materials, parts or equipment furnished in connection with the operations.

© ISO Properties Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COVERAGE – POLLUTION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

PROVISIONS

Paragraph **j.(2) Pollution,** Part **2. Exclusions** of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted and replaced by the following:

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

Copyright, The Travelers Indemnity Company, 2003

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
MEDICAL AND BIOTECHNOLOGY PRODUCTS/COMPLETED LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The **War Exclusion** under Paragraph **2.**, **Exclusions of Section I – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

WAR

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

a. War, including undeclared or civil war; or

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

© ISO Properties, Inc., 2002

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
CATASTROPHE UMBRELLA POLICY

This insurance does not apply to "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the injury or damage is caused or contributed to by the hazardous properties of asbestos. This includes:

a. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above; and

b. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage.

Copyright, The Travelers Indemnity Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

A. Paragraph **b.** of the **Premium Audit** Condition **(Section IV – Conditions)** is replaced by the following:

10. Premium Audit

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 180 days after the expiration date of the policy. But the audit may be waived if the total annual premium attributable to the auditable exposure base is not reasonably expected to exceed $1500. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the "contractor".

B. Except as provided in Paragraph **A.** above, the **Examination Of Your Books And Records** Condition **(Section IV – Conditions)** continues to apply.

© ISO Properties, Inc., 2001

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph **1. Insuring Agreement** of **Section I – Coverages** is replaced by the following:

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages even if the allegations of the "suit" are groundless, false or fraudulent. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

(a) Operations performed for you by the "contractor" at the location specified in the Declarations; or

(b) Your acts or omissions in connection with the general supervision of such operations;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the

© Insurance Services Office, Inc., 2010

"bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

B. The following is added as Paragraph **e.** to **Duties In The Event Of Occurrence, Claim Or Suit** under Paragraph **4.** of **Section IV – Conditions:**

e. Notice given by or on behalf of the insured, or written notice by or on behalf of the injured person or any other claimant, to any agent of ours in New York State, with particulars sufficient to identify the insured, shall be considered to be notice to us.

C. Paragraph **6. Inspections And Surveys** of **Section IV – Conditions** is replaced by the following:

6. Inspections And Surveys

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs **a.** and **b.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph **b.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

D. Paragraph **7. Legal Action Against Us** of **Section IV – Conditions** is replaced by the following:

7. Legal Action Against Us

a. Except as provided in Paragraph **b.**, no person or organization has a right under this Coverage Part:

(1) To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

(2) To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

b. With respect to "bodily injury" and, if provided by endorsement, "personal injury" claims, if we deny coverage or do not admit liability because an insured or the injured person, someone acting for the injured person or other claimant fails to give us written notice as soon as practicable, then the injured person, someone acting for the injured person or other claimant may bring an action against us, provided the sole question is whether the denial of coverage or nonadmission of liability is based on the failure to provide timely notice.

However, the injured person, someone acting for the injured person or other claimant may not bring an action if within 60 days after we deny coverage or do not admit liability, we or an insured:

(1) Brings an action to declare the rights of the parties under the policy; and

(2) Names the injured person, someone acting for the injured person or other claimant as a party to the action.

 © Insurance Services Office, Inc., 2010

E. The following provision is added and supersedes any provision to the contrary:

Failure to give notice to us as required under this Coverage Part shall not invalidate any claim made by the insured, injured person or any other claimant, unless the failure to provide such timely notice has prejudiced us. However, no claim made by the insured, injured person or other claimant will be invalidated if it shall be shown not to have been reasonably possible to give such timely notice and that notice was given as soon as was reasonably possible thereafter.

F. When **CG 28 07,** Principals Protective Liability Coverage endorsement, is attached to an Owners And Contractors Protective Liability Coverage Form, the definition of "loading and unloading" in Paragraph **D.2.** of that endorsement does not apply.

© Insurance Services Office, Inc., 2010

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – TRANSFER OF DUTIES WHEN A LIMIT OF INSURANCE IS USED UP

This endorsement modifies insurance under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY COVERAGE FORM

The following Condition is added to CONDITIONS (Section IV):

Transfer of Duties When a Limit of Insurance Is Used Up.

a. If we conclude that, based on "occurrences", claims or "suits" which have been reported to us and to which this insurance may apply, the Aggregate Limit or the Each Occurrence Limit is likely to be used up in the payment of judgments or settlements, we will notify the first Named Insured, in writing, to that effect.

b. When a limit of insurance described in paragraph **a.** above has actually been used up in the payment of judgments or settlements:

(1) We will notify the first Named Insured, in writing, as soon as practicable, that:

(a) Such a limit has actually been used up; and

(b) Our duty to defend "suits" seeking damages subject to that limit has also ended.

(2) We will initiate, and cooperate in, the transfer of control, to any appropriate insured, of all claims and "suits" seeking damages which are subject to that limit and which are reported to us before that limit is used up. That insured must cooperate in the transfer of control of said claims and "suits."

We agree to take such steps, as we deem appropriate, to avoid a default in, or continue the defense of, such "suits" until such transfer is completed, provided the appropriate insured is cooperating in completing such transfer.

We will take no action whatsoever with respect to any claim or "suit" seeking damages that would have been subject to that limit, had it not been used up, if the claim or "suit" is reported to us after that limit of insurance has been used up.

(3) The first Named Insured, and any other insured involved in a "suit" seeking damages subject to that limit, must arrange for the defense of such "suit" within such time period as agreed to between the appropriate insured and us. Absent any such agreement, arrangements for the defense of such "suit" must be made as soon as practicable.

c. The first Named Insured will reimburse us for expenses we incur in taking those steps we deem appropriate in accordance with paragraph **b.(2)** above.

The duty of the first Named Insured to reimburse us will begin on:

(1) The date on which the applicable limit of insurance is used up, if we sent notice in accordance with paragraph **a.** above; or

(2) The date on which we sent notice in accordance with paragraph **b.(1)** above, if we did not send notice in accordance with paragraph **a.** above.

d. The exhaustion of any limit of insurance by the payments of judgments or settlements, and the resulting end of our duty to defend, will not be affected by our failure to comply with any of the provisions of this Condition.

Copyright, Insurance Services Office, Inc., 1993

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY

A. Paragraphs **a.**, **b.**, **c.** and **e.** of the **Cancellation** Condition are replaced by the following:

a. The first Named Insured shown in the Declarations may cancel this entire policy by mailing or delivering to us advance written notice of cancellation.

b. Cancellation Of Policies In Effect:

(1) 60 Days Or Less

We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:

(a) 30 days before the effective date of cancellation if we cancel for any reason not included in Paragraph **A.b.(2)** below.

(b) 15 days before the effective date of cancellation if we cancel for any of the reasons included in Paragraph **A.b.(2)** below.

(2) For More Than 60 Days

If this policy has been in effect for more than 60 days, or if this policy is a renewal or continuation of a policy we issued, we may cancel this policy only for any of the reasons listed below, provided we mail the first Named Insured and the "contractor" written notice at least 15 days before the effective date of cancellation:

(a) Nonpayment of premium, provided, however, that a notice of cancellation on this ground shall inform the first Named Insured and the "contractor" of the amount due;

(b) Conviction of a crime arising out of acts increasing the hazard insured against;

(c) Discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;

(d) After issuance of the policy or after the last renewal date, discovery of an act or omission, or a violation of any policy condition, that substantially and materially increases the hazard insured against, and which occurred subsequent to inception of the current policy period;

(e) Material change in the nature or extent of the risk, occurring after issuance or last annual renewal anniversary date of the policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;

(f) Required pursuant to a determination by the Superintendent that continuation of our present premium volume would jeopardize our solvency or be hazardous to the interest of our policyholders, our creditors or the public; or

(g) A determination by the Superintendent that the continuation of the policy would violate, or would place us in violation of, any provision of the Insurance Code.

c. We will mail or deliver our notice including the reason to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker.

e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If

 © Insurance Services Office, Inc., 2013

the first Named Insured cancels, the refund may be less than pro rata.

However, when the premium is advanced under a premium finance agreement, the cancellation refund will be pro rata. Under such financed policies, we will be entitled to retain a minimum earned premium of 10% of the total policy premium or $60, whichever is greater. The cancellation will be effective even if we have not made or offered a refund.

B. The following is added to the **Cancellation** Condition:

If one of the reasons for cancellation in Paragraph **A.b.(2)** exists, we may cancel this entire policy, even if the reason for cancellation pertains only to a new coverage or endorsement initially effective subsequent to the original issuance of this policy.

C. The following Conditions are added and supersede any other provisions to the contrary:

1. Nonrenewal

If we decide not to renew this policy, we will send notice as provided in Paragraph **C.3.** below.

2. Conditional Renewal

If we condition renewal of this policy upon:

a. A change of limits;

b. A change in type of coverage;

c. A reduction of coverage;

d. An increased deductible;

e. An addition of exclusion;

f. Increased premiums in excess of 10%, exclusive of any premium increase due to and commensurate with insured value added or increased exposure units; or as a result of experience rating, loss rating, retrospective rating or audit;

we will send notice as provided in Paragraph **C.3.** below.

3. Notices Of Nonrenewal And Conditional Renewal

a. If we decide not to renew this policy or to conditionally renew this policy as provided in Paragraphs **C.1.** and **C.2.** above, we will mail or deliver written notice to the first Named Insured shown in the Declarations and the "contractor" at least 60 but not more than 120 days before:

(1) The expiration date; or

(2) The anniversary date if this is a continuous policy.

b. Notice, including the specific reason(s) for nonrenewal or conditional renewal, the amount of any premium increase (for conditional renewal) and a description of any other changes, will be mailed or delivered to the first Named Insured and the "contractor" at the respective addresses shown in the policy and the authorized agent or broker. If notice is mailed, proof of mailing will be sufficient proof of notice.

c. We will not send you notice of nonrenewal or conditional renewal if you, your authorized agent or broker or another insurer of yours mails or delivers notice that the policy has been replaced or is no longer desired.

d. If we send the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice:

(1) As provided for in Paragraph **C.3.** above, and if notice is provided prior to the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy at the lower of the current rates or the prior period's rates until 60 days after such notice is mailed or delivered, unless the first Named Insured, during this 60-day period, has replaced the coverage or elects to cancel sooner;

(2) And if the notice is provided on or after the expiration date of this policy, coverage will remain in effect at the same terms and conditions of this policy for another required policy period at the lower of the current rates or the prior period's rates, unless the first Named Insured, during this additional required policy period, has replaced the coverage or elects to cancel sooner.

e. If you elect to renew on the basis of a late conditional renewal notice, the terms, conditions and rates set forth in such notice shall apply:

(1) Upon expiration of the 60-day period unless Subparagraph **(2)** below applies; or

© Insurance Services Office, Inc., 2013

(2) Notwithstanding the provisions in Paragraphs **d.(1)** and **d.(2)**, as of the renewal date of the policy if the conditional renewal notice was sent at least 30 days prior to the expiration or anniversary date of the policy.

f. The aggregate limits of this policy as shown in the Declarations will be increased in proportion to any policy extension provided in accordance with Paragraph **C.3.d.** above.

g. The last sentence of Limits of Insurance does not apply when the policy period is extended because we sent the first Named Insured or the "contractor" an incomplete or late conditional renewal notice or a late nonrenewal notice.

© Insurance Services Office, Inc., 2013

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART

The following exclusion is added to paragraph **2.**, Exclusions of COVERAGES – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to:

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in paragraphs **(a)**, **(b)** or **(c)** above is directed.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

Copyright, Insurance Services Office, Inc., 1994

INTERLINE ENDORSEMENTS

INTERLINE ENDORSEMENTS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FEDERAL TERRORISM RISK INSURANCE ACT DISCLOSURE

This endorsement applies to the insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART
CYBERFIRST LIABILITY COVERAGE
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Commercial Liability coverage included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

PROVISIONS

The federal Terrorism Risk Insurance Act of 2002 as amended ("TRIA") establishes a program under which the Federal Government may partially reimburse "Insured Losses" (as defined in TRIA) caused by "Acts Of Terrorism" (as defined in TRIA). Act Of Terrorism is defined in Section 102(1) of TRIA to mean any act that is certified by the Secretary of the Treasury – in consultation with the Secretary of Homeland Security and the Attorney General of the United States – to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States Mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

The Federal Government's share of compensation for such Insured Losses is established by TRIA and is a percentage of the amount of such Insured Losses in excess of each Insurer's "Insurer Deductible" (as defined in TRIA), subject to the "Program Trigger" (as defined in TRIA). Through 2020, that percentage is established by TRIA as follows:

85% with respect to such Insured Losses occurring in calendar year 2015.

84% with respect to such Insured Losses occurring in calendar year 2016.

83% with respect to such Insured Losses occurring in calendar year 2017.

82% with respect to such Insured Losses occurring in calendar year 2018.

81% with respect to such Insured Losses occurring in calendar year 2019.

80% with respect to such Insured Losses occurring in calendar year 2020.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

In no event, however, will the Federal Government be required to pay any portion of the amount of such Insured Losses occurring in a calendar year that in the aggregate exceeds $100 billion, nor will any Insurer be required to pay any portion of such amount provided that such Insurer has met its Insurer Deductible. Therefore, if such Insured Losses occurring in a calendar year exceed $100 billion in the aggregate, the amount of any payments by the Federal Government and any coverage provided by this policy for losses caused by Acts Of Terrorism may be reduced.

For each coverage provided by this policy that applies to such Insured Losses, the charge for such Insured Losses is included in the premium for such coverage. The charge for such Insured Losses that has been included for each such coverage is indicated below, and does not include any charge for the portion of such Insured Losses covered by the Federal Government under TRIA.

- **1% of each applicable Commercial Liability Coverage premium.**

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF COMMON POLICY CONDITIONS – PROHIBITED COVERAGE – UNLICENSED INSURANCE AND TRADE OR ECONOMIC SANCTIONS

This endorsement modifies insurance provided under the following:

ALL COVERAGES INCLUDED IN THIS POLICY

The following is added to the Common Policy Conditions:

Prohibited Coverage – Unlicensed Insurance

1. With respect to loss sustained by any insured, or loss to any property, located in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
   a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
   b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Prohibited Coverage – Trade Or Economic Sanctions

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

© 2014 The Travelers Indemnity Company. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CYBERFIRST ESSENTIALS LIABILITY COVERAGE PART
CYBERFIRST LIABILITY COVERAGE
DELUXE PROPERTY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY+ WITH IDENTITY FRAUD EXPENSE REIMBURSEMENT COVERAGE PART
ENVIRONMENTAL HAZARD POLICY
EQUIPMENT BREAKDOWN COVERAGE PART
EXCESS (FOLLOWING FORM) LIABILITY INSURANCE
LAW ENFORCEMENT LIABILITY COVERAGE PART
LIMITED ABOVE GROUND POLLUTION LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDFIRST PRODUCTS/COMPLETED OPERATIONS, ERRORS AND OMISSIONS, AND INFORMATION SECURITY LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PUBLIC ENTITY MANAGEMENT LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION
TRIBAL BUSINESS MANAGEMENT LIABILITY COVERAGE PART
Any other Coverage Part or Coverage Form included in this policy that is subject to the federal Terrorism Risk Insurance Act of 2002 as amended

The following is added to this policy. This provision can limit coverage for any loss arising out of a "certified act of terrorism" if such loss is otherwise covered by this policy. This provision does not apply if and to the extent that coverage for the loss is excluded or limited by an exclusion or other coverage limitation for losses arising out of "certified acts of terrorism" in another endorsement to this policy.

If aggregate insured losses attributable to "certified acts of terrorism" exceed $100 billion in a calendar year and we have met our insurer deductible under "TRIA", we will not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of "TRIA", to be an act of terrorism pursuant to "TRIA". The criteria contained in "TRIA" for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to "TRIA"; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"TRIA" means the federal Terrorism Risk Insurance Act of 2002 as amended.

© 2015 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEW YORK CHANGES – REFERENCES TO NEW YORK SUPERINTENDENT OF INSURANCE, INSURANCE DEPARTMENT, INSURANCE LAW, AND REGULATION NO.

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

1. Wherever it appears throughout this policy in reference to New York, the term Superintendent of Insurance is replaced by Superintendent of Financial Services.
2. Wherever it appears throughout this policy in reference to New York, the term Insurance Department or Department of Insurance is replaced by Department of Financial Services.
3. Wherever it appears throughout this policy in reference to New York, the term Insurance Law is replaced by Financial Services Law.
4. Wherever it appears throughout this policy in reference to New York, the term Regulation No. is replaced by Insurance Regulation No.

© 2013 The Travelers Indemnity Company. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF TRANSPORTATION

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given

© ISO Properties, Inc., 2001

them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

© ISO Properties, Inc., 2001

POLICYHOLDER NOTICES

POLICYHOLDER NOTICES

IMPORTANT NOTICE – INDEPENDENT AGENT AND BROKER COMPENSATION

NO COVERAGE IS PROVIDED BY THIS NOTICE. THIS NOTICE DOES NOT AMEND ANY PROVISION OF YOUR POLICY. YOU SHOULD REVIEW YOUR ENTIRE POLICY CAREFULLY FOR COMPLETE INFORMATION ON THE COVERAGES PROVIDED AND TO DETERMINE YOUR RIGHTS AND DUTIES UNDER YOUR POLICY. PLEASE CONTACT YOUR AGENT OR BROKER IF YOU HAVE ANY QUESTIONS ABOUT THIS NOTICE OR ITS CONTENTS. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF YOUR POLICY PREVAIL.

For information about how Travelers compensates independent agents and brokers, please visit www.travelers.com, call our toll-free telephone number 1-866-904-8348, or request a written copy from Marketing at One Tower Square, 2GSA, Hartford, CT 06183.

A312™ - 2010 Performance Bond

Bond No.: 0216286

CONTRACTOR:
(Name, legal status and address)
Fred A. Cook Jr., Inc.
3226 Albany Post Rd.
Buchanan, NY 10511

OWNER:
(Name, legal status and address)
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

CONSTRUCTION CONTRACT
Date:

SURETY:

Berkley Insurance Company
475 Steamboat Rd.
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Amount: $71,750.00 Seventy One Thousand Seven Hundred Fifty Dollars and 00/100

Description:
(Name and location)
Catch Basin Cleaning Contract #2018-01, Term of Contract 11/1/18-10/31/19, Village of Mamaroneck, NY

BOND
Date: October 29, 2018
(Not earlier than Construction Contract Date)

Amount: $71,750.00 Seventy One Thousand Seven Hundred Fifty Dollars and 00/100

Modifications to this Bond: ⓧ None ○ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Fred A. Cook Jr., Inc.

Signature: [signature]
Name and Title: Brian F. Cook President et al.

SURETY *(Corporate Seal)*

Berkley Insurance Company
475 Steamboat Rd.
Greenwich, CT 06830

Signature: Deborah L Severin
Name and Title: Deborah L. Severin Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:
Surre Goldberg & Henry Associates
255 Executive Drive Suite 401
Plainview, NY 11803
516-576-3131

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;

and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the Consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL	SURETY
(Corporate Seal)	*(Corporate Seal)*
Signature: _____	Signature: _____
Name and Title:	Name and Title:
Address:	Address:

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

STATE OF New York }
COUNTY OF Westchester } ss:

On this 31ST day of October, 20 18, before me personally appeared Brian F. Cook to me known, who, being by me duly sworn, did depose and say that he/she resides at 5 Travis Pl., Peekskill NY 10566, that he/she is the President et al of Fred A Cook, Tr. Inc. the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

BRITTANY N JAYCOX
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JA6329740
Qualified in Orange County
My Commission Expires August 31, 2019

Brittany N Jaycox
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On October 29, 2018 before me personally came Deborah L. Severin to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Berkley Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

ROSANNE CALLAHAN
Notary Public, State of New York
No. 01CA6024444
Qualified in SUFFOLK County
Commission Expires May 10, 2019

Notary Public

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Peter T. Henry; Rosanne Callahan; Robert Finnell; Janice R. Fiscina; Jennifer L. Johnston-Ogeka; Deborah L. Severin; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of March, 2018.

Attest: Berkley Insurance Company

(Seal) By _____ By _____

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of March 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this _____ day of _____.

(Seal)

OCT 29 2018

Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2017
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	9,172,791
Common & Preferred Stocks		4,004,049
Cash & Short Term Investments		457,917
Premiums Receivable		1,599,047
Other Assets		3,124,758
Total Admitted Assets	$	18,358,562

Liabilities & Surplus

Loss & LAE Reserves	$	9,581,063
Unearned Premium Reserves		2,608,502
Other Liabilities		689,393
Total Liabilities	$	12,878,959
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		2,862,717
Unassigned Surplus		2,573,876
Total Policyholders' Surplus	$	5,479,603
Total Liabilities & Surplus	$	18,358,562

Officers:
President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Treasurer: Ann Marie Collins
Asst. Treasurer: Susan Paula Tingleff

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Ira Seth Lederman
Eugene George Ballard
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina

Bond No. 0216286

A312™ - 2010 Payment Bond

CONTRACTOR:
(Name, legal status and address)
Fred A. Cook Jr., Inc.
3226 Albany Post Rd.
Buchanan, NY 10511

SURETY:

Berkley Insurance Company
475 Steamboat Rd.
Greenwich, CT 06830

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

This document combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:
(Name, legal status and address)
Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, NY 10543

CONSTRUCTION CONTRACT

Date:

Amount: $71,750.00 Seventy One Thousand Seven Hundred Fifty Dollars and 00/100

Description:
(Name and location)
Catch Basin Cleaning Contract #2018-01, Term of Contract 11/1/18-10/31/19, Village of Mamaroneck, NY

BOND
Date: October 29, 2018
(Not earlier than Construction Contract Date)

Amount: $71,750.00 Seventy One Thousand Seven Hundred Fifty Dollars and 00/100

Modifications to this Bond: (X) None ( ) See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Fred A. Cook Jr., Inc.

Signature: [signature]
Name and Title: Brian F. Cook President et al

SURETY
Company: *(Corporate Seal)*
Berkley Insurance Company
475 Steamboat Rd.
Greenwich, CT 06830

Signature: Deborah L. Severin
Name and Title: Deborah L. Severin Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:
Surre Goldberg & Henry Associates
255 Executive Drive Suite 401
Plainview, NY 11803
516-576-3131

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date of which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim,
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address:		Address:	

ACKNOWLEDGMENT OF PRINCIPAL IF A CORPORATION

STATE OF New York }
COUNTY OF Westchester } ss:

On this 31st day of October, 20 18, before me personally appeared Brian F. Cook to me known, who, being by me duly sworn, did depose and say that he/she resides at 5 Travis Pt., Peekskill NY 10566, that he/she is the President et al of Fred A. Cook, Jr. Inc. the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

BRITTANY N JAYCOX
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JA6329740
Qualified in Orange County
My Commission Expires August 31, 2019

Brittany N Jaycox
Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF NEW YORK }
COUNTY OF NASSAU } ss:

On October 29, 2018 before me personally came Deborah L. Severin to me known who, being by me duly sworn, did depose and say that he/she resides at 255 Executive Drive, Plainview, New York 11803, that he/she is the Attorney-In-Fact of Berkley Insurance Company the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

ROSANNE CALLAHAN
Notary Public, State of New York
No. 01CA6024444
Qualified in SUFFOLK County
Commission Expires May 10, 2019

Notary Public

POWER OF ATTORNEY

BERKLEY INSURANCE COMPANY

WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Peter T. Henry; Rosanne Callahan; Robert Finnell; Janice R. Fiscina; Jennifer L. Johnston-Ogeka; Deborah L. Severin; or Fern Perry of Surre, Goldberg & Henry Associates, Inc. of Plainview, NY*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of March, 2018.

Attest: Berkley Insurance Company

(Seal) By _____ By _____

Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of March 2018, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

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

Given under my hand and seal of the Company, this _____ day of _____.

(Seal)

OCT 29 2018

Vincent P. Forte

WARNING Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2017
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	9,172,791
Common & Preferred Stocks		4,004,049
Cash & Short Term Investments		457,917
Premiums Receivable		1,599,047
Other Assets		3,124,758
Total Admitted Assets	$	18,358,562

Liabilities & Surplus

Loss & LAE Reserves	$	9,581,063
Unearned Premium Reserves		2,608,502
Other Liabilities		689,393
Total Liabilities	$	12,878,959
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		2,862,717
Unassigned Surplus		2,573,876
Total Policyholders' Surplus	$	5,479,603
Total Liabilities & Surplus	$	18,358,562

Officers:
President: William Robert Berkley, Jr.
Secretary: Ira Seth Lederman
Treasurer: Eugene George Ballard
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Treasurer: Ann Marie Collins
Asst. Treasurer: Susan Paula Tingleff

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Ira Seth Lederman
Eugene George Ballard
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina