

THIS AGREEMENT dated as of the 2nd day of September, 2021 by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter the "County"),

and

HEALY ELECTRIC CONTRACTING, INC., a corporation having an office and principal place of business at 4 Fisher Lane, White Plains, New York 10603 (hereinafter the "Contractor")

W I T N E S S E T H :

1. The Contractor shall provide all necessary labor, material and equipment required for emergency electrical service at the Westchester County Center, 198 Central Avenue, White Plains, New York, as more fully described in the proposal attached hereto as Schedule "A", and made a part of this Agreement (the "Work"). The Work shall be carried out by the Contractor in accordance with all applicable laws, rules and regulations, current industry standards and trade practices. The Work shall conform in all respects to all plans, specifications, and drawings, if any, that are attached hereto and made a part of this Agreement as Schedule "A".

2. The term of this Agreement shall commence on September 2, 2021 and shall terminate on October 1, 2021, unless terminated earlier pursuant to the provisions of this Agreement. The Work shall be completed in all respects as expeditiously as possible, within the time frame provided in the County's work schedule contained in the request for services.

The Contractor shall report to the County on its progress toward completing the Work, as the Commissioner may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this Agreement.

3. For the Work to be performed pursuant to Paragraph "1", the Contractor shall be paid an amount not to exceed THIRTY FIVE THOUSAND THREE HUNDRED FIFTY DOLLARS AND THIRTY EIGHT CENTS (\$35,350.38) at the rates specified in Schedule "A".

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

Except as otherwise expressly stated in this Agreement, if the Contractor chooses to work beyond normal working hours, the Contractor shall not be paid any overtime or premium pay for work performed, unless approved in writing by the Commissioner. In addition, the Contractor shall not be paid for out-of-pocket expenses or disbursements made in connection with the Work to be performed hereunder.

The Contractor shall submit all requests for payment on properly executed payment vouchers of the County and shall be paid only after approval by the Commissioner. All payment vouchers must be accompanied by a numbered invoice, which shall utilize a sequential numbering system. The invoice number must be noted on the payment voucher where indicated. In no event shall final payment be made to the Contractor prior to the completion of all professional services, the submission of reports and the approval of same by the Commissioner.

The County shall retain ten percent (10%) of each payment as security for completion of the Work until such time as the Work is completed and accepted by the County, whereupon the ten percent (10%) balance shall be released to the Contractor.

4. Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the County shall find cause to withhold payment in the course of such audit or the Contractor fails to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement.

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

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

6. (a) The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A". Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner, and the Contractor shall direct any approved subcontractors to do the same.

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

(b) In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for twenty-four (24) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

7. The Contractor agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", the Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

(c) In the event the Contractor does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Contractor shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

8. The Contractor represents and warrants that all prices quoted herein for the Work to be performed hereunder have been arrived at by the Contractor independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services. In addition, the Contractor further represents and warrants that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide, full time, salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9. The Contractor hereby expressly agrees:

(a) That in the hiring of employees for the performance of the Work under this contract or any subcontract hereunder, neither the Contractor, nor any subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status discriminate against any citizen of the state of New York who is qualified and available to perform the Work to which the employment relates;

(b) That neither the Contractor, nor any subcontractor, nor any person on behalf of such Contractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic predisposition or carrier status;

(c) That there may be deducted from the amount payable to the Contractor by the County under this contract a penalty of Fifty 00/100 (\$50.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be cancelled or terminated by the County and all moneys due or to become due hereunder may be forfeited for a second, or any subsequent violation, of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

(f) The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

10. IT IS RECOGNIZED AND UNDERSTOOD BY THE PARTIES THAT GIVEN THE EMERGENCY NATURE OF THIS CONTRACT THAT THE LANGUAGE OF THIS SECTION SHALL ONLY BE INTERPRETED TO IMPOSE A REASONABLE STANDARD OF CARE UPON THE CONTRACTOR GIVEN THE CIRCUMSTANCES.

The Contractor is responsible to review the specifications and drawings as they relate to this Agreement to ascertain what procedures must be followed in order to comply with all applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations and permits. If the Contractor is of the opinion that any work required, necessitated, or contained in the specifications or otherwise ordered conflicts with the applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations, procedures, and permits, including, without limitation, all applicable provisions of the New York State Stormwater Management Design Manual, and the New York Standards and Specifications for Erosion and Sediment Control as they may be amended from time to time, it must promptly notify the Commissioner of the Department of Public Works and Transportation in writing.

In addition to all other requirements contained in this Agreement, the Contractor recognizes and understands that it is an essential element of this Agreement that the Contractor complies with the County's policies to protect water resources and the environment. The Contractor must comply with all applicable stormwater management, water quality control, erosion, and sediment control laws, rules, regulations, permits, procedures and specifications, including, without limitation, all applicable provisions of the New York State Stormwater Management Design Manual¹, the New York Standards and Specifications for Erosion and Sediment Control as they may be amended from time to time. All of these documents should be obtained from the New York State Department of Environmental Conservation to ensure that the Contractor has the latest version. It should be noted that the standards set forth in the New York State Stormwater Management Design Manual, and the New York Standards and Specifications for Erosion and Sediment Control apply to ALL work done for the County, regardless of the size of the project. In case of a conflict among the governmental regulations and standards, the most stringent regulation, standard or recommendation shall apply to the work done under this Agreement.

The Contractor and its subcontractors shall execute the required Stormwater Pollution Prevention Certification, attached hereto as Schedule "D". In addition, the Contractor acknowledges that if the work required under this Agreement requires that a State Pollutant Discharge Elimination System ("SPDES") permit be obtained from the New York State Department of Environmental Conservation, then the Contractor must comply with the terms and conditions of the SPDES permit for stormwater discharges from construction activities and the Contractor will not take any action or fail to take any necessary action that will result in the County being held to be in violation of said permit or any other permit. The Contractor shall cooperate with the County in obtaining the permit and comply with the SPDES permit and all other applicable laws, rules, regulations and permits. The Contractor shall provide, as the Commissioner or his designee may request, proof of compliance with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications.

¹available at <http://www.dec.state.ny.us/website/dow/swmanual/swmanual.html> - The location of this reference is provided to assist the Contractor; it does not relieve the Contractor from the obligation of obtaining and complying with the latest version of the document.

The Contractor is responsible to ascertain which of the laws, rules, regulations, permits and standards referenced above affect its construction activities, and the Contractor shall be solely responsible for all costs and expenses, including any penalties or fines, incurred by the County, due to the Contractor's failure to comply with such applicable laws, rules, permits, regulations, standards and County policies. The Contractor shall be responsible to defend and indemnify the County from any and all claims resulting from the Contractor's failure to comply with the applicable laws, rules, regulations, permits, standards and County policies.

Failure of the Contractor to comply with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications may result in the withholding of progress payments to the Contractor by the County. Such withholding of progress payments shall not relieve the Contractor of any requirements of the Agreement including the completion of the work within the specified time, and any construction sequence requirement of the Agreement.

The Contractor acknowledges that its failure to comply with the County's policies to protect water resources and the environment, and all applicable stormwater management, water quality control, erosion and sediment control laws, rules, regulations, permits, procedures and specifications shall constitute a material breach under this contract. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled, the County shall have the right, in its sole discretion to suspend, discontinue or terminate this Agreement immediately upon notice to the Contractor. In such event, the Contractor shall be liable to the County for any additional costs incurred by the County in the completion of the project.

The failure of the Contractor to comply with these requirements could lead to a determination that the Contractor is not a responsible bidder when the Contractor is bidding on other projects.

The County will obtain at its sole cost the necessary New York State Pollutant Discharge Elimination System ("SPDES") Permit and will sign the associated Notice of Intent ("NOI"). The Contractor and its subcontractors will sign the required Certification Statement, attached hereto as Schedule "D", when it signs the contract.

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

The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law § 165 (Use of Tropical Hardwoods), as may be amended from time to time, which, among other things, prohibits the purchase and use of tropical hardwoods, unless specifically exempted thereby. The Contractor further acknowledges and understands that, pursuant to State Finance Law § 165, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of tropical hardwood or wood product in the performance of the contract shall be deemed non-responsive.

12. Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Attached hereto and forming a part hereof as Schedule "C" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Contractor agrees to complete the questionnaire attached hereto as Schedule "C", as part of this Agreement.

Additionally, attached hereto and forming a part hereof as Schedule "E" is a questionnaire entitled "Required Disclosure of Relationships to County." The Contractor acknowledges and agrees that no County contract may be awarded unless the successful bidder has completed said questionnaire. In the event that any information provided in the completed questionnaire changes during the term of this Agreement, the Contractor shall notify the Commissioner in writing within ten (10) business days of such event by submitting a revised "Required Disclosure of Relationships to County" form.

13. The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

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

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

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

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

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

18. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail, postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail, postage pre-paid), to the respective addresses as first set forth above or to such address as parties hereto may designate in writing. Notice shall be effective on the date of receipt. Any notice sent to the County shall be sent to the attention of the Commissioner.

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

20. This Agreement shall be executed as an original. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Westchester.

21. The Contractor agrees to complete the Criminal Background Disclosure as required by Executive Order No. 1-2008 and attached hereto as Schedule "F" which is hereby incorporated by reference.

22. **VENDOR DIRECT PAYMENT:** All payments made by the County to the Consultant will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Consultants doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "G". Payments will be automatically credited to the Consultant's designated bank account at the Consultant's financial institution. Payments are anticipated to be deposited two business days after the voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Consultant to the Department of Public Works prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Consultant that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

23. The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, the Contractor agrees to complete the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans attached hereto as Schedule "H", as part of this Agreement.

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

By entering into this Contract, the Contractor certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

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

The County reserves the right to reject any Contract for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a Contract and appears on the prohibited entities list thereafter.

By signing this Contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

25. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

By: 

Hugh L. Greechan, Jr., P.E.

Commissioner of Public Works and Transportation

HEALY ELECTRIC CONTRACTING, INC.

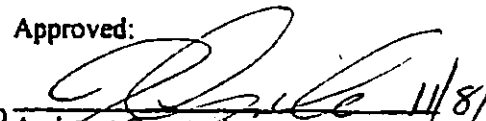
By: 

(Signature)

Title: Principal

Approved by the Westchester County Board of Acquisition and Contract on the 4th day of November, 2021.

Approved:


Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

On the 5 day of Nov in the year 2021, before me, the undersigned, personally appeared Steve Porembo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument; and, acknowledged if operating under any trade name, that the certificate required by the New York State General Business Law Section 130 has been filed as required therein.

Luann New
Notary Public

LUANN NEW
Notary Public, State of New York
No. 01NE6020203
Qualified in Westchester County
Commission Expires March 01, 2022

STATE OF NEW YORK)
)
) ss:
COUNTY OF WESTCHESTER)

Kathleen A. Utchel
Notary Public, State of New York
No. 01UT6195608
Qualified in Westchester County
Commission Expires Oct. 27 2024

SCHEDULE "A"

SCOPE / SPECIFICATIONS



HEALY ELECTRIC CONTRACTING, INC.

P.O. BOX 5006
4 FISHER LANE
WHITE PLAINS, NEW YORK 10603-5006
(914) 428-1010 • Fax (914) 428-1035

INVOICE

Invoice Date	Customer ID	Invoice ID
09-21-2021	COUNTY0	3140
JOB #	Purchase Order	
02 SP 82493		

To:
THE COUNTY OF WESTCHESTER
148 MARTINE AVE, 5TH FLOOR ROOM 500
WHITE PLAINS, NY 10601

Job Location:
THE WCC FLOOD DAMAGE REPAIRS

Item	Description	Units	Unit of Measure	Unit Price	Amount
- REMOVED AND REPLACED (1) 112.5 KVA TRANSFORMER AND 200 AMP DISCONNECT THAT WAS UNDER WATER AND DEEMED INOPERABLE - REPLACE OUTLETS THROUGH OUT THE BASEMENT. ENERGIZED AND TESTED. WORK COMPLETED ON 9/02, 9/03, 9/07, 9/08, 9/09, 9/10, 9/13, 9/14, & 9/15/21					
FOREMAN LABOR		10.00	Hours	141.00	1,410.00
JOURNEYMAN LABOR		84.00	Hours	134.00	11,256.00
FOREMAN LABOR O.T.		11.00	Hours	204.45	2,248.95
JOURNEYMAN LABOR O.T.		40.00	Hours	194.30	7,772.00
(8) 50' EXTENSION CORDS		1.00	Each	414.00	414.00
(4) PORTABLE 10 KW GENERATORS (RENTAL)		1.00	Each	690.00	690.00
(4) 5 GALLON GAS CANS FULL		1.00	Each	276.00	276.00
(1) 112.5 KVA 480/208 V TRANSFORMER		1.00	Each	5,022.86	5,022.86
(1) 3 POLE 200 AMP 600 VOLT FUSED DISCONNECT SWITCH		1.00	Each	717.71	717.71
(3) 150 AMP 600 VOLT FUSE		1.00	Each	349.14	349.14
(4) 3 PORT POLARIS SLICE KIT		1.00	Each	253.00	253.00
(40) 250 MCM THHN		1.00	Each	381.73	381.73
(4) 250 MCM LUG		1.00	Each	115.00	115.00
(3) 4/0 LUG		1.00	Each	51.75	51.75
(1) TEMP LIGHT STAND		1.00	Each	166.75	166.75
(30) 1 1/2" KINDORF		1.00	Each	164.25	164.25
(6) 2" GREENFIELD CONDUIT		1.00	Each	68.59	68.59
(2) 2" GREENFIELD CONNECTOR		1.00	Each	34.50	34.50
(1) MISC MOUNTING HARDWARE		1.00	Each	172.50	172.50
Terms: NET 30 DAYS					
continued*					
DATE DUE:				Amount Due	



HEALY ELECTRIC CONTRACTING, INC.

P.O. BOX 5006
4 FISHER LANE
WHITE PLAINS, NEW YORK 10603-5006
(914) 428-1010 • Fax (914) 428-1035

INVOICE

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JOB #	Purchase Order	
02 SP 82493		

To:
THE COUNTY OF WESTCHESTER
148 MARTINE AVE. 5TH FLOOR ROOM 500
WHITE PLAINS, NY 10601

Job Location:
THE WCC FLOOD DAMAGE REPAIRS

Item	Description	Units	Unit of Measure	Unit Price	Amount
(1) MISC RAGS, CLEANING SUPPLIES, ETC		1.00	Each	230.00	230.00
(18) SHOP DRIVER - 2 HOURS PER DAY		1.00	Each	1,035.00	1,035.00
(116) 20 AMP DUPLEX RECEPTACLE		1.00	Each	733.70	733.70
(21) 20 AMP DECORA RECEPTACLE		1.00	Each	249.47	249.47
(34) 20 AMP GFI RECEPTACLE		1.00	Each	1,016.60	1,016.60
(22) DUPLEX STAINLESS STEEL COVER		1.00	Each	108.28	108.28
(28) DECORA STAINLESS STEEL COVER		1.00	Each	223.79	223.79
(76) DUPLEX AUSTIN COVER		1.00	Each	150.77	150.77
(9) QUAD AUSTIN COVER		1.00	Each	17.91	17.91
(7) 4 11/16 DECORA AUSTIN COVER		1.00	Each	20.13	20.13
Terms: NET 30 DAYS				Amount Billed	\$35,350.38
				Total Tax	
				Retainage Held	
DATE DUE 10-21-2021				Amount Due	\$35,350.38

**HEALY ELECTRIC CONTRACTING, INC.**

P.O. BOX 5006
4 FISHER LANE
WHITE PLAINS, NEW YORK 10603-5006
(914) 428-1010 • Fax (914) 428-1035

INVOICE

Invoice Date	Customer ID	Invoice ID
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To:
THE COUNTY OF WESTCHESTER
148 MARTINE AVE, 5TH FLOOR ROOM 500
WHITE PLAINS, NY 10601

Job Location:
THE WCC FLOOD DAMAGE REPAIRS

Item	Description	Units	Unit of Measure	Unit Price	Amount
	RE: WESTCHESTER COUNTY CENTER ACF 75 GRASSLANDS RD VALHALLA, NY 10595 HE 1				
	* FURNISH AND INSTALL ALL LABOR AND MATERIALS TO RESPOND TO EMERGENCY FLOOD DAMAGE - SET UP TEMPORARY LIGHT STANDS AND GENERATORS - REMOVE ALL COVERS OF MAIN ELECTRIC SWITCH GEAR IN (4) DIFFERENT LOCATIONS - AFTER WATER WAS PUMPED OUT OF THE BASEMENT WE STARTED VACCUING THE SWITCH GEAR AND WHIPPING DOWN THE COPPER BUS IN (4) DIFFERENT LOCATIONS - CONTRACTED WITH ADVANCED TESTING TO INSPECT AND CERTIFY THE SWITCH GEAR PRIOR TO US ENERGIZING - WORKED WITH ADVANCED TESTING TO CONTINUE DRYING OUT THE SWITCH GEAR - PUT COVERS BACK ON SWITCH GEAR IN 4 DIFFERENT LOCATIONS TO PREPARE FOR CON EDISON TO ENERGIZE THE ELECTRIC SERVICE AT 8:00AM - ONCE ENERGIZED EXISTING SWITCHES IN THE SWITCH GEAR WERE TURNED BACK ON				
Terms: NET 30 DAYS					
continued*					
DATE DUE:				Amount Due	

Healy Electric Contracting Inc.

4 Fisher Lane
White Plains, NY 10603
(914) 428-1010
Fax (914) 428-1035

September 20, 2021

Mr. Michael Defonce
The County of Westchester
148 Marine Ave., 5th Floor Room 500
White Plains, NY 10601
(914) 995-7740
mxd1@westchestergov.com

Healy Job # 82493
Application #
Period To 09/30/2021

Re: Westchester County Center
ACF
75 Grasslands Rd
Valhalla, NY 10595
HE 1

T&M COST BREAKDOWN

Furnish and install all labor and materials to respond to Emergency Flood Damage.

- Set up temporary light stands and generators.
- Remove all covers of Main Electric Switch Gear in (4) different locations.
- After water was pumped out of the Basement we started out vacuuming the switch gear and whipping down the copper bus in (4) different locations.
- Contracted with Advanced Testing to inspect the and certify the switch gear prior to us energizing.
- Worked with Advanced Testing to continue drying out the switch gear
- Put covers back on the switch gear in 4 different locations to prepare for Con Edison to energize the electric service at 8:00 AM
- Once energized existing switches in the switch gear were turned back on.
- Removed and replaced (1) 112.5 kVA Transformer and 200 Amp Disconnect that was under water and deemed inoperable.
- Replace outlets through out the basement. Energized and tested.

Description	09/02/2021	09/03/2021	09/07/2021	09/08/2021	09/09/2021	09/10/2021
	Hrs Worked	Hrs Worked	Hrs Worked	Hrs Worked	Hrs Worked	Hrs Worked
Foreman (SI)	3	7				
Journeyman (SI)		21	7	7	7	21
Foreman (OT)	9	2				
Journeyman (OT)	34	6				

Description	09/13/2021	09/14/2021	09/15/2021
	Hrs Worked	Hrs Worked	Hrs Worked
Foreman (SI)			
Journeyman (SI)	7	7	7
Foreman (OT)			
Journeyman (OT)			

Healy Electric Contracting Inc.

4 Fisher Lane
White Plains, NY 10603

September 20, 2021

Mr. Michael Defonce

The County of Westchester

PAGE 2 OF 2

LABOR

	DESCRIPTION	RATE	BASE	15%	TOTAL
10	Foreman (ST)	141.00	1,410.00	INCL	1,410.00
84	Journeyman (ST)	134.00	11,256.00	INCL	11,256.00
11	Foreman (OT)	204.45	2,248.95	INCL	2,248.95
40	Journeyman (OT)	194.30	7,772.00	INCL	7,772.00
TOTAL LABOR					22,686.95

MATERIALS

QTY	DESCRIPTION	RATE	BASE	15.00%	TOTAL
8	50' EXTENSION CORDS	45.00	360.00	54.00	414.00
4	PORTABLE 10 KW GENERATORS (RENTAL)	150.00	600.00	90.00	690.00
4	5 GALLON GAS CANS FULL	60.00	240.00	36.00	276.00
1	112.5 KVA 480/208V TRANSFORMER	4,367.70	4,367.70	655.16	5,022.86
1	3 POLE 200 AMP 600 VOLT FUSED DISCONNECT SWITCH	624.09	624.09	93.61	717.71
3	150 AMP 600 VOLT FUSE	101.20	303.60	45.54	349.14
4	3 PORT POLARIS SLICE KIT	55.00	220.00	33.00	253.00
40	250 MCM THHN	8.30	331.94	49.79	381.73
4	250 MCM LUG	25.00	100.00	15.00	115.00
3	4/0 LUG	15.00	45.00	6.75	51.75
1	TEMP LIGHT STAND	145.00	145.00	21.75	166.75
30	1 1/2" KINDORF	4.76	142.83	21.42	164.25
6	2" GREENFIELD CONDUIT	9.94	59.64	8.95	68.59
2	2" GREENFIELD CONNECTOR	15.00	30.00	4.50	34.50
1	MISC. MOUNTING HARDWARE	150.00	150.00	22.50	172.50
1	MISC. RAGS, CLEANING SUPPLIES, ETC.	200.00	200.00	30.00	230.00
18	SHOP DRIVER - 2 HOURS PER DAY	50.00	900.00	135.00	1,035.00
116	20 AMP DUPLEX RECEPTACLE	5.30	638.00	95.70	733.70
21	20 AMP DECORA RECEPTACLE	10.33	216.93	32.54	249.47
34	20 AMP GFI RECEPTACLE	26.00	884.00	132.60	1,016.60
22	DUPLEX STAINLESS STEEL COVER	4.28	94.16	14.12	108.28
28	DECORA STAINLESS STEEL COVER	6.95	194.60	29.19	223.79
76	DUPLEX AUSTIN COVER	1.73	131.10	19.67	150.77
9	QUAD AUSTIN COVER	1.73	15.57	2.34	17.91
7	4 11/16 DECORA AUSTIN COVER	2.50	17.50	2.63	20.13
TOTAL MATERIALS					\$12,663
TOTAL LABOR					\$22,687
TOTAL					\$35,350

Thank You,

Steve Povemba
Principal

HEALY ELECTRIC CONTRACTING, INC.

4 FISHER LANE

WHITE PLAINS, NY 10603

TEL: (914) 428-1010

FAX: (914) 428-1035

9/2/21 Thursday
Night

Job Number 82493

Job Name Westchester County Center

Job Location BASEMENT

Sheet No. _____ Of Sheets _____

EMPLOYEE		HOURS		WORKED							QUAN	MATERIALS	
EMPLOYEE		T	F	S	S	M	T	W	TOT	8	Extension Cords		
Glen-G	ST	3							3	3	Gen's - Foll		
	OT	9							9	4	Full Gas Cans		
	DT										Temp Heaters		
Mike-D	ST												
	OT	8							8				
	DT												
Donny-P	ST												
	OT	8							8				
	DT												
Gerry-B	ST												
	OT	8							8				
	DT												
Andrew-B	ST												
	OT	8							8				
	DT												
54	DT												

DESCRIPTION OF WORK: Set up temporary light stands and generators. Remove covers off of main switch gear. In four different locations after water was pumped down and vacuumed out. Vacuumed out switch gear also wiped down the copper bus in four different locations. Waited for advanced testing to give go ahead on turning on gear.

Gen Ed. said 7:30 am will be back.

All went home.

FOREMAN

NOT COMPLETE

JOB SUPERINTENDENT

COMPLETE

ACCOUNTING

RECORDED

WHITE-ORIGINAL / YELLOW-CUSTOMER COPY / PINK-FILE

HEALY ELECTRIC CONTRACTING, INC.

4 FISHER LANE

WHITE PLAINS, NY 10603

TEL: (914) 428-1010

FAX: (914) 428-1035

9/2/21. Thursday
Night

Job Number 82493

Job Name Westchester County Center

Job Location Basement

Sheet No. _____ Of Sheets _____

EMPLOYEE		HOURS							WORKED	QUAN	MATERIALS
EMPLOYEE		T	F	S	S	M	T	W	TOT		
Anthony Ricci	ST										
	OT	2							2		
	DT										
	ST										
	OT										
	DT										
	ST										
	OT										
	DT										
	ST										
	OT										
	DT										
	ST										
	OT										
	DT										

DESCRIPTION OF WORK: _____

FOREMAN

NOT COMPLETE

JOB SUPERINTENDENT

COMPLETE

ACCOUNTING

RECORDED

WHITE-ORIGINAL / YELLOW-CUSTOMER COPY / PINK-FILE

HEALY ELECTRIC CONTRACTING, INC.
4 FISHER LANE
WHITE PLAINS, NY 10603
TEL: (914) 428-1010
FAX: (914) 428-1035

9/3/21 - Friday

Job Number 82493

Job Name Westchester County Center

Job Location Basement

Sheet No. _____ Of Sheets _____

EMPLOYEE	HOURS							WORKED	QUAN	MATERIALS
EMPLOYEE		T	F	S	S	M	T	W	TOT	
Glen Gilligan	ST		7							1 New trans 112.5 KVA
	OT		2							1 200 Amp 600 Volt feed switch
	DT									3 600 volt - 200 Amp fuses
										4 3 port polaris taps
Nick-C	ST		7							40' 250 MCM
	OT		2							Nuts and bolts
	DT									1 Temporary Generator
										1 Full Gas Can
Donny-P	ST		7							4 250 MCM lugs
	OT		2							3 4/0 Lugs
	DT									1 Temporary light stand
Andrew-B 54	ST		7							30' 1 1/2" Kindorf
	OT		2							8 3/8" Spring nuts
	DT									8 1/4" toggles
	ST									6' 2" Greenfield
	OT									2 2" Greenfield Connectors
	DT									

DESCRIPTION OF WORK: Worked with advanced testing. Drying out gear with heaters. Put covers back on. Once cooled, turned back on (8:00am) we started turning on switches with where safe-off the night before.

Also removed and replaced one 112.5 trans that was full of water. Add disconnect switch for trans and rewire it.

FOREMAN

NOT COMPLETE

JOB SUPERINTENDENT

COMPLETE

ACCOUNTING

RECORDED

WHITE-ORIGINAL / YELLOW-CUSTOMER COPY / PINK-FILE

HEALY ELECTRIC CONTRACTING, INC.
4 FISHER LANE
WHITE PLAINS, NY 10603
TEL: (914) 428-1010
FAX: (914) 428-1035

9/7 thru 9/10

Job Number 82493

Job Name Westchester County Center

Job Location 198 - Central Ave. White Plains

Sheet No. _____ Of Sheets _____

EMPLOYEE	HOURS										WORKED	QUAN	MATERIALS
EMPLOYEE		9	10					7	8				
		T	F	S	S	M	T	W	TOT				
Donald Pandiscia	ST	7	7				7	7	28	20	Ivory 20 Amp		
	OT										120 volt decora receptacles		
	DT												
Gerry Bayne	ST		7						7	7	Ivory decora 2-gang plates		
	OT												
	DT												
Anthony Ricci	ST		7						7	60	Duplex Austin Covers		
	OT									5	Quad Austin Covers		
	DT									70	White 120 volt		
	ST										20 Amp duplex receptacles		
	OT									10	Rolls black tape		
	DT									1	Jug red/yellow wirenuts		
	ST										Satin stainless duplex		
	OT										receptacles plates		
	DT												

DESCRIPTION OF WORK: Replace all receptacles in basement exhibit hall, Mike's office, Hallways, storage room and It room

FOREMAN	NOT COMPLETE	<input checked="" type="checkbox"/>
JOB SUPERINTENDENT	COMPLETE	<input type="checkbox"/>
ACCOUNTING	RECORDED	<input type="checkbox"/>

WHITE-ORIGINAL / YELLOW-CUSTOMER COPY / PINK-FILE

HEALY ELECTRIC CONTRACTING, INC.

4 FISHER LANE

WHITE PLAINS, NY 10603

TEL: (914) 428-1010

FAX: (914) 428-1035

DATE 9-13, 9-14, 9-15

Job Number Flood WORK

Job Name WESTCHESTER COUNTY CENTER

Job Location WHITE PLAINS

Sheet No. 1 Of Sheets 1

EMPLOYEE	HOURS			WORKED				QUAN	MATERIALS	
EMPLOYEE		T	F	S	S	M	T	W	TOT	
GERALD BAYNE	ST					7	7	7	21	46 20A Duplex Recept.'s
	OT									1 20A DECORA Recept.
	DT									34 20A GFI's
	ST									22 STAINLESS STEEL Duplex PLATES
	OT									28 " " DECORA plates
	DT									16 1GANG Duplex AUSTIN COVERS
	ST									4 2GANG " "
	OT									7 1GANG 4X11 DECORA AUSTIN'S
	DT									
	ST									
OT										
DT										
ST										
OT										
DT										
ST										
OT										
DT										

DESCRIPTION OF WORK: Replace outlets throughout BASEMENT

MOST IN W.C.C. WING ALSO IN OTHER AREAS I.T. ROOM,
LARGE CONVENTION SPACE, ELEVATOR RM + STORAGE AREAS

TURNED ON + TESTED ALL

FOREMAN

NOT COMPLETE

JOB SUPERINTENDENT

COMPLETE

ACCOUNTING

RECORDED

WHITE-ORIGINAL / YELLOW-CUSTOMER COPY / PINK-FILE

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(Contractor)**

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

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

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

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

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

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

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

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

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

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

- (b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s. 1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.

- (c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

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

- (d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - i. Owned automobiles.
 - ii. Hired automobiles.
 - iii. Non-owned automobiles.

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

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/05/2021

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

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

PRODUCER Brown & Brown of New York Inc. 625 Route 6 Mahopac NY 10541	CONTACT NAME: Theresa Debara PHONE (AC, No, Ext): (845) 628-4500 FAX (AC, No): (845) 628-1804 E-MAIL ADDRESS: Tdebara@bbhvins.com
INSURED Healy Electric Contracting, Inc. 4 Fisher Lane White Plains NY 10603	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Company of America INSURER B: Selective Way Insurance Company INSURER C: Selective Insurance Company of South Carolina INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 20-21 Master COI

REVISION NUMBER:

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

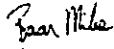
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD YWYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Contractual Liab - as per form GEN'L AGGREGATE LIMIT APPL'ES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	S2056310	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits Ea \$ 2,000,000	
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S2056310	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	S2056310	12/31/2020	12/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	WC7993469	12/31/2020	12/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. D SEASE - EA EMPLOYEE \$ 1,000,000 E.L. D SEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation - CT				WC7993309	12/31/2020	12/31/2021	EL Each Accident \$1,000,000 EL Disease Ea Employee \$1,000,000 EL Disease Policy Limit \$1,000,000

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

Emergency Contract No. 21-208 Emergency Electrical Service Westchester County Center 198 Central Avenue White Plains, New York. Certificate Holder is included as additional insured on a primary and non-contributory basis under the Commercial General Liability, Automobile Liability and Umbrella/Excess Liability policies as required by written contract or written agreement. All policies including Workers' Compensation include a waiver of subrogation in favor of the certificate holder as required by written contract or written agreement.

CERTIFICATE HOLDER

CANCELLATION

County of Westchester 148 Martine Avenue, Room 522 White Plains NY 10601	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 19

SUMMARY OF COVERAGES (including index)

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

DESCRIPTION

PAGE FOUND

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

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ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00NY 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

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

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Non-Owned Aircraft, Auto or Watercraft

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

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

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

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

This exclusion does not apply to:

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

Damage To Premises Rented to You

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

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

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

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

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

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

Electronic Data Liability

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

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

Damages arising out of:

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

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

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

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

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

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

a. Any Insured

To any insured.

This exclusion does not apply to:

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

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

Product Amendment

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

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

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

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

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

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

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

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

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

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

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

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

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

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

Employees As Insureds Modified

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

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

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

Newly Formed Or Acquired Organizations

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

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

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

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

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

(All other provisions of this section remain unchanged).

Blanket Additional Insureds - As Required By Contract

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

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

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

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

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

However, this insurance does not apply to:

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

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

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

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

B. Other Additional Insureds

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

1. Lessors of Leased Equipment

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

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

2. Managers or Lessors of Premises

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

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

3. Mortgagees, Assignees or Receivers

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

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

4. Any Person or Organization Other Than A Joint Venture

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

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

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

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

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

- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

Broad Form Vendors Coverage

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

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

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

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

Incidental Malpractice

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

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

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

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

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

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

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

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

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

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

Primary and Non-Contributory Provision

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

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

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

Unintentional Failure To Disclose Hazards

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

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

Waiver Of Transfer Of Rights Of Recovery

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

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

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

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

Liberalization

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

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

SECTION V - DEFINITIONS

Electronic Data

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

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

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

17. "Property damage" means:

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

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

Employee Amendment

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

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

Golfing Facility

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

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

Not-for-profit Member

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

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

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

COMMERCIAL GENERAL LIABILITY
CG 79 88NY 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

1. BLANKET ADDITIONAL INSUREDS

a. Ongoing Operations

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

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

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

b. Completed Operations

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

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

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

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

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

d. Exclusions

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

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

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- (2) With respect to the insurance afforded to these additional insureds under a. Ongoing Operations and b. Completed Operations, the following is added to 2. Exclusions under SECTION I - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

This insurance does not apply to:

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

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

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

e. Conditions

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

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

- (1) The additional insured is a Named Insured under such other insurance.
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

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

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

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

- (1) Personal property in the care, custody or control of the insured; and
- (2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

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

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

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

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

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

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

4. FELLOW EMPLOYEE EXTENSION

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

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

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

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

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

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

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

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

Any easement or license agreement;

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

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

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

e. Contractual Liability

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

7. WAIVER OF GOVERNMENTAL IMMUNITY

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

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

8. DAMAGE TO PREMISES RENTED TO YOU

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

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: S 2056310

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH
YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS
PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

ElitePac®

Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09NY 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

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

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

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

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

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

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

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

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

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

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

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

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

FELLOW EMPLOYEE COVERAGE

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

CARE, CUSTODY OR CONTROL AMENDMENT

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

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

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

LIMITED LIABILITY COMPANIES

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

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

BLANKET ADDITIONAL INSURED - As Required By Contract

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

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

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

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

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

EMPLOYEES AS INSURED

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

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

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

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

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

TOWING AND LABOR

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

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

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

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

GLASS BREAKAGE DEDUCTIBLE

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

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

ADDITIONAL TRANSPORTATION EXPENSES

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

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

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

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

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

HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

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

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

HIRED AUTO LOSS OF USE COVERAGE

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

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

This coverage extension does not apply to Schools.

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

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

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

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

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

PERSONAL EFFECTS

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

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

AIRBAG COVERAGE

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

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

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

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

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

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

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

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

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

PHYSICAL DAMAGE LIMIT OF INSURANCE

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

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

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

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

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

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

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

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

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

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

WAIVER OF SUBROGATION

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

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

MULTIPLE DEDUCTIBLES

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

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

CONCEALMENT, MISREPRESENTATION OR FRAUD

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

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

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

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

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

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

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

POLICY PERIOD, COVERAGE TERRITORY

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

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

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

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

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

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

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

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

AMENDMENTS TO SECTION V - DEFINITIONS

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

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

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

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

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

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

EXTRA HEAVY TRUCK

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

HEAVY TRUCK

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

LIGHT TRUCK

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

MEDIUM TRUCK

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

PRIVATE PASSENGER AUTO

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

SOCIAL SERVICE VAN OR BUS

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

TELEMATIC DEVICE

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

VOLUNTEER WORKER

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

OTHER INSURANCE CONDITION FOR ADDITIONAL INSURED — NON-CONTRIBUTORY - BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 449NY 06 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

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

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

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

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

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

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US — BLANKET BASIS

COMMERCIAL UMBRELLA LIABILITY
CXL 456 03 20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

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

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

1. To waive any right of recovery against that person or organization;
2. To include such person or organization as an additional insured on an "underlying policy"; or
3. To assume the liability of that person or organization and that written contract or agreement qualifies as an "insured contract"; and
4. The "underlying insurance" contains a substantially similar waiver of recovery rights.

This endorsement applies only if the "bodily injury" or "property damage" occurs subsequent to all parties' execution of the written contract or written agreement.

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

"Insured contract" means:

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

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

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

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

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

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

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

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

Policy No. WC 7993309 _____ (DATE) Endorsement No. _____ Premium (if any) \$ _____

of the

(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

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

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

Schedule

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

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

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

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

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

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

Policy No. WC 7993469 (DATE) Endorsement No. Premium (if any) \$

of the

(NAME OF INSURANCE COMPANY)

issued to

Authorized Representative

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

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

Schedule

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) Healy Electric Contracting, Inc. 4 Fisher Lane White Plains, NY 10603 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured (914)428-1010 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 133461317
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Westchester 148 Martine Avenue, Room 522 White Plains, NY 10601	3a. Name of Insurance Carrier Selective Way Insurance Company 3b. Policy Number of entity listed in box "1a" WC 7993469 3c. Policy effective period 12/31/2020 - 12/31/2021 3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded. <input checked="" type="checkbox"/> Included <input type="checkbox"/> Excluded

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

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

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

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

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

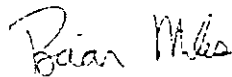
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by:

Brian Miles

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

Approved by:



(Signature)

November 5, 2021

(Date)

Title: Executive Vice President of Brown & Brown of New York, Inc. dba Spain Agency

Telephone Number of authorized representative or licensed agent of insurance carrier: (845) 628-4500

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

Workers' Compensation Law

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

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) Healy Electric Contracting, Inc. 4 Fisher Lane White Plains, NY 10603	1b. Business Telephone Number of Insured (914)428-1010 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 133461317
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Westchester 148 Martine Avenue, Room 522 White Plains, NY 10601	3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York 3a. Policy Number of entity listed in box "1a": D86248-000 3b. Policy effective period: 01/01/2021 - 01/01/2022

4. Policy covers:

- a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law
a. ☐ Only the following class or classes of the employer's employees:

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

Date Signed 11/5/2021

By

Brian Miles

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 845-628-4500

Title: Executive Vice-President

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

If box "4b" is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

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

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

Date Signed

By

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number

Title

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

DB-120.1 (5-06)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

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

DISABILITY BENEFITS LAW

§220. Subd. 8

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

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

SCHEDULE "C"

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, and in furtherance of Section 308.01 of the Laws of Westchester County, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability company, or corporation, that either:

- 1.) meets the following requirements:
 - a. is at least 51% owned by one or more persons of color or women;
 - b. is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
 - c. is an enterprise in which such ownership interest by persons of color or women has and exercises its authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
 - d. is an enterprise authorized to do business in this state which is independently owned and operated.
- 2.) is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 New York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**
- 3.) is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color," as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

- (a) Black persons having origins in any of the Black African racial groups;
- (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
- (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or
- (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

☒ No

☐ Yes

Please Note: If you answered "yes" based upon certification by New York State and/or the Federal government, official documentation of the certification must be attached.

2. If you answered "yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

☐ Women

☐ Persons of Color (please check off below all that apply)

☐ Black persons having origins in any of the Black African racial groups

☐ Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

☐ Native American or Alaskan native persons having origins in any of the original peoples of North America

☐ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands

Name of Business Enterprise: Healy Electric Contracting

Address: 4 Fisher Lane White Plains
NY 10603

Name and Title of Person completing Questionnaire: Steve Roventha - Principal

Signature: [Signature]

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

Luann New 11/15/21
Notary Public Date

NOTARY PUBLIC
STATE OF NEW YORK
No. 11123456789
Qualified in Westchester County
Commission Expires 12/31/2022

SCHEDULE "D"

STORMWATER POLLUTION PREVENTION CERTIFICATION

N/A

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Stormwater Pollution Prevention Plan ("SPPP") for the construction site identified in such SPPP as a condition of authorization to discharge stormwater. I also understand the operator must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for stormwater discharges from construction activities and it is unlawful for any person to contribute to a violation of water quality standards.

Signature

STATE OF NEW YORK)
 ss.:
COUNTY OF WESTCHESTER)

Sworn to me before this _____ day of _____, 20____.

Notary Public

My commission expires on: _____

This Certification will also have to be signed by your subcontractors. You can duplicate this blank form or you can obtain additional copies of this form from the Department of Public Works.

Contract #: 21-208
Name of Contractor: Healy Electric Contracting, Inc.

SCHEDULE "E"
REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY

A potential County contractor must complete this form as part of the proposed County contract.

- 1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes _____ No ☒

If yes, please provide details (attach extra pages, if necessary): _____

- 2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes _____ No ☒

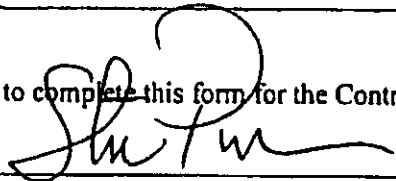
If yes, please provide details (attach extra pages, if necessary): _____

- 3.) Do any County officers or employees have an interest¹ in the Contractor or in any approved subcontractor that will be used for this contract?

Yes _____ No ☒

If yes, please provide details (attach extra pages, if necessary): _____

By signing below, I hereby certify that I am authorized to complete this form for the Contractor.


Name: Steve Poremby
Title: Principal
Date: 11/5/21

¹ "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County.
- 2.) A firm, partnership or association of which such officer or employee is a member or employee.
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

SCHEDULE "F"

CRIMINAL BACKGROUND DISCLOSURE **INSTRUCTIONS**

Pursuant to Executive Order 1-2008, the County is required to maintain a record of criminal background disclosure from all persons providing work or services in connection with any County contract, including leases of County-owned real property and licenses:

- a.) If any of the persons providing work or services to the County in relation to a County contract are not subject to constant monitoring by County staff while performing tasks and/or while such persons are present on County property pursuant to the County contract; and
- b.) If any of the persons providing work or services to the County in relation to a County contract may, in the course of providing those services, have access to sensitive data (for example SSNs and other personal/secure data); facilities (secure facilities and/or communication equipment); and/or vulnerable populations (for example, children, seniors, and the infirm).

In those situations, the persons who must provide a criminal background disclosure ("Persons Subject to Disclosure") include the following:

- a.) Consultants, Contractors, Licensees, Lessees of County-owned real property, their principals, agents, employees, volunteers or any other person acting on behalf of said Contractor, Consultant, Licensee, or Lessee who is at least sixteen (16) years old, including but not limited to Subconsultants, subcontractors, Sublessors, or Sublicensees who are providing services to the County, and
- b.) Any family member or other person, who is at least sixteen (16) years old, residing in the household of a County employee who lives in housing provided by the County located on County property.

Under Executive Order 1-2008, it is the duty of every County Consultant, Contractor, Licensee, or Lessee to inquire of each and every Person Subject to Disclosure and disclose whether they have been convicted of a crime or whether they are subject to pending criminal charges, and to submit this form with that information.¹ Accordingly, you are required to complete the attached Criminal Background Disclosure Form and Certification.

Please note that under no circumstances shall the existence of a language barrier serve as a basis for the waiver of or an exception from the disclosure requirements of Executive Order 1-2008. If translation services are required by the Consultant, Contractor, Licensee, or Lessee to fulfill this obligation, it shall be at the sole cost and expense of the Consultant, Contractor, Licensee, or Lessee.

Please also note that the conviction of a crime(s) and/or being subject to a pending criminal

¹ For these disclosures, a "crime" or "pending criminal charge" includes all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State.

charge(s) will not automatically result in a denial of a person's right to work on a County contract, right to be on County property, or license, but may, if the County determines that the prior conviction(s) or pending criminal charge(s) create an unacceptable risk. However, if a person fails to list or falsifies any part of his/her conviction history or any pending criminal charge(s) for any reason, he/she may be prohibited from working or being on County property without any risk assessment. If it is later determined that a Person Subject to Disclosure failed to disclose a criminal conviction or pending criminal charge for any reason, his/her right to work on a County contract, be on County property, or license may be terminated at any time.

Please further note that, pursuant to Executive Order 1-2008, and subject to the applicable provisions of New York Correction Law §§ 752 and 753, the County has the right to bar a Person Subject to Disclosure from providing work or services to the County or from being on County property if any such person has:

- a.) A conviction of a crime(s);
- b.) A pending criminal proceeding for a crime(s); or
- c.) Refused to answer questions concerning his/her criminal background

Please finally note that any failure by a County Consultant, Contractor, Licensee, or Lessee to comply with the disclosure requirements of Executive Order 1-2008 may be considered by the County to be a material breach and shall be grounds for immediate termination by the County of the related County contract.

Exemptions

Executive Order 1-2008 exempts from the aforementioned disclosure requirements Persons Subject to Disclosure:

- a.) for whom the County has already conducted a background check and issued a security clearance that is in full force and effect; and
- b.) for whom another state or federal agency having appropriate jurisdiction has conducted a security and/or background clearance or has implemented other protocols or criteria for this purpose that apply to the subject matter of a County contract that is in full force and effect.

If you are claiming an exemption for one or more Persons Subject to Disclosure, you must notify the Procuring Officer². The Procuring Officer will then determine whether the Person(s) Subject to Disclosure are actually exempt, and provide written notification of his/her determination. If the Procuring Officer determines that a Person Subject to Disclosure is not exempt, the Procuring Officer will notify you of that determination, and you will have to include disclosures for that person on your Criminal Background Disclosure Form and Certification.

² "Procuring Officer" shall mean the head of the department or the individual or individuals authorized by the head(s) of the department(s) undertaking the procurement and with respect to those matters delegated to the Bureau of Purchase and Supply pursuant to Section 161.11(a) of the Laws of Westchester County, the Purchasing Agent.

Subconsultants, Subcontractors, Sublessees, or Sublicensees

Under Executive Order 1-2008, it is your duty to ensure that any and all approved subconsultants, subcontractors, sublessees, or sublicensees complete and submit the attached Criminal Background Disclosure Form and Certification for all of their respective Persons Subject to Disclosure. This must be done before such a subconsultant, subcontractor, sublessees, or sublicensees can be approved to perform work on a contract.

New Persons Subject to Disclosure

Under Executive Order 1-2008, you have a **CONTINUING OBLIGATION** to maintain the accuracy of the Criminal Background Disclosure Form and Certification (and any accompanying documentation) for the duration of this contract, including any amendments or extensions thereto. Accordingly, it is your duty to complete and submit an updated Criminal Background Disclosure Form and Certification whenever there is a new Person Subject to Disclosure for this contract. **NO NEW PERSON SUBJECT TO DISCLOSURE SHALL PERFORM WORK OR SERVICES OR ENTER ONTO COUNTY PREMISES UNTIL THE UPDATED CRIMINAL BACKGROUND DISCLOSURE FORM AND CERTIFICATION IS FILED WITH THE PROCURING OFFICER.** You shall also provide the County with any other updates that may be necessary to comply with the disclosures required by Executive Order 1-2008.

PLEASE CONTINUE TO THE

Criminal Background Disclosure Form and Certification

BEGINNING ON THE NEXT PAGE

Contract #: 21-208
Name of Consultant, Contractor, Lessee, or Licensee: Healy Electric Contracting, Inc.

CRIMINAL BACKGROUND DISCLOSURE
FORM AND CERTIFICATION

If this form is being completed by a subconsultant, subcontractor, sublessee, or sublicensee, please consider all references in this form to "consultant, contractor, lessee, or licensee" to mean "subconsultant, subcontractor, sublessee, or sublicensee" and check here: ☒

I, Steve Porcuba, certify that I am a principal or a
(Name of Person Signing Below)

representative of the Consultant, Contractor, Lessee, or Licensee and I am authorized to complete and execute this Criminal Background Disclosure Form and Certification. I certify that I have asked each Person Subject to Disclosure the following questions:

- Have you or your company ever been convicted of a crime (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State) including, but not limited to, conviction for commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property?
- Are you or your company subject to any pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State)?

I certify that the names and titles of Persons Subject to Disclosure who refused to answer either of the questions above are:

1. NA
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled "REFUSED to Answer - Continued.")

I certify that the names and titles of Persons Subject to Disclosure who answered "Yes" to either of the questions above are:

1. NA
2. _____
3. _____
4. _____
5. _____

(If more space is needed, please attach separate pages labeled "YES Answers - Continued.")

Each Person Subject to Disclosure listed above who has either been convicted of a crime(s) and/or is subject to a pending criminal charge(s) must answer additional questions. Those questions are below.

A Person Subject to Disclosure who has been convicted of a crime(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please list all criminal convictions along with a brief description of the crime(s) (including all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).
- 3.) Please provide the date and place of each conviction.
- 4.) Please provide your age at the time of each crime for which you were convicted.
- 5.) Please provide the legal disposition of each case.
- 6.) Please provide any information either produced by yourself or someone on your behalf in regards to your rehabilitation and good conduct.

A Person Subject to Disclosure who is subject to a pending criminal charge(s) must respond to the following (please attach separate pages with responses for each person, with their name and title):

- 1.) Describe the reason for being on County property and if applicable, identify the specific duties and responsibilities on this project which you intend to perform for the County, including but not limited to, access to sensitive data and facilities and access to vulnerable populations.
- 2.) Please identify all pending criminal charges (all felonies and misdemeanors as defined under the New York State Penal Law or the equivalent under Federal law or the laws of any other State).

3.) Please briefly describe the nature of the pending charges and the date upon which it is alleged that a crime was committed.

I hereby certify that all of the information provided herein (and in any and all attachments) is true and accurate and that all disclosures required by Executive Order 1-2008 and this Criminal Background Disclosure Form and Certification have been completed. By my signature below, I hereby affirm that all of the facts, statements and answers contained herein (and in any and all attachments) are true and correct. I understand that providing false or incomplete information or withholding by omission or intention pertinent information will be cause for refusing further consideration of my being utilized under this contract.

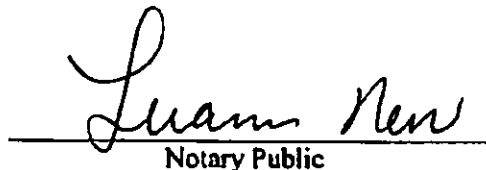
It is understood and agreed that no Person Subject to Disclosure shall perform work or services or enter onto County property until this required Criminal Background Disclosure Form and Certification is filed with the Procuring Officer.

It is understood and agreed that to the extent that new Persons Subject to Disclosure are proposed to perform work or provide services under this contract after filing of this Criminal Background Disclosure Form and Certification with the Procuring Officer, such new Persons Subject to Disclosure shall not perform work or provide services or enter into County property until an updated Criminal Background Disclosure Form and Certification has been filed with the Procuring Officer.

It is further understood and agreed that the consultant, contractor, lessee, or licensee has a continuing obligation to maintain the accuracy of the Criminal Background Disclosure Form and Certification for the duration of this contract, including any amendments or extensions thereto, and shall provide any updates to the information to the County as necessary to comply with the requirements of Executive Order 1-2008.



Name: Steve Povember
Title: Principal
Date: 11/5/21


Notary Public

11/5/21
Date

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SCHEDULE "G"

Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?

There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure – Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time – Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS THEY WERE BEFORE VENDOR DIRECT?

Yes.

3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher/invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND WHAT IT IS FOR?

Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.

5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.

6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?

In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.

7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK?

This is to ensure the authenticity of the account being set up to receive your payments.

**Electronic Funds Transfer (EFT)
Vendor Direct Payment Authorization Form****GENERAL INSTRUCTIONS**

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

SCHEDULE "H"

For Informational Purposes Only

**QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES
OWNED AND CONTROLLED BY
SERVICE-DISABLED VETERANS**

The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, we request that you answer the questions listed below.

The term "Certified Service-Disabled Veteran-Owned Business" shall mean a business that is a certified service-disabled veteran-owned business enterprise under the New York State Service-Disabled Veteran-Owned Business Act (Article 17-B of the Executive Law).

1. Are you a business enterprise that is owned and controlled by a service-disabled veteran in accordance with the standards listed above?

☒ No
☐ Yes

2. Are you certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business?

☒ No
☐ Yes

3. If you are certified with the State of New York as a Certified Service-Disabled Veteran-Owned Business, please attach a copy of the certification.

NO

Name of Firm/Business Enterprise:

Healy Electric Contracting

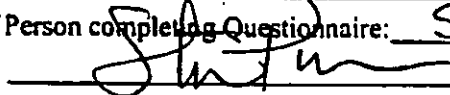
Address:

4 Finner Lane White Plains NY 10603

Name/Title of Person completing Questionnaire:

Steve Boremba Principal

Signature:



STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

) ss.:
)

Notary Public

Date



11/5/21

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