



YONKERS PUBLIC SCHOOLS

COMMODITIES / SERVICES CONTRACT

CONTRACT NUMBER 2020-00000456

THIS CONTRACT, made the 6 day of February, 2020

by and between:

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

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

and

OCS CHEMICAL ENGINEERING, LLC, a corporation having an office and principal place of business at 1062 Oregon Road, Cortlandt Manor, NY 10567.

(hereinafter referred to as "the Contractor").

WITNESSETH

WHEREAS, the School District desires to obtain Chemical Treatment Services and a Cooling Tower Maintenance Program for the Yonkers Public Schools within the City of Yonkers; and

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

WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement ("IMA") by and between the School District and the City of Yonkers ("City") as filed in the Office of the City Clerk on June 16, 2014, the terms of the agreement are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS").

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

FIRST: The Contractor shall **provide Chemical Treatment Services and a Cooling Tower Maintenance Program for the Yonkers Public Schools** as more fully described in its proposal dated 11/20/19, which is attached hereto and made a part hereof as **Schedule “A”**. The services shall conform in all respects with the School District’s Bid, entitled **“RFB-6460: Chemical Treatment Services and a Cooling Tower Maintenance Program for the Yonkers Public Schools”**, due 11/22/19, and incorporated herein by reference, whether or not attached to this Contract. All services rendered and work performed by the Contractor shall be under the direction and subject to the approval of the Director of School Facilities Management, or his/her designee (the “Director”).

SECOND: The term of this Contract shall commence upon execution by the City and continue for a **period of one (1) year with the option to extend for three (3) additional one (1) year periods upon mutual consent at the same prices, terms and conditions.** This contract shall remain in full force and effect for the period specified, unless extended by mutual consent of both parties or terminated as provided herein, subject to further approval of the Board of Education and City’s Board of Contract and Supply, if required.

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

THIRD: For the Work to be performed pursuant to Paragraph “FIRST,” the Contractor shall be paid an amount not to exceed TWENTY-SIX THOUSAND FIVE HUNDRED FIFTY (\$26,550.00) DOLLARS per year/per term, at the rate more fully described in **Schedule “B”** payable according to the terms described below. The compensation to be paid as described in Schedule “B” shall cover all professional time and costs unless otherwise stated. Except as otherwise expressly stated in this Contract, no payment shall be made by the City to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder. To receive payments for Work completed, Contractor shall submit monthly, itemized invoices in a form acceptable to the City to the