

YONKERS PUBLIC SCHOOLS
ONE LARKIN CENTER
YONKERS, NEW YORK 10701

AMENDMENT NO.: 4 TO CONTRACT No.: 2022-00000796

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")

and

A & C FURIA ELECTRIC MOTORS INC., a domestic business corporation having an office and place of business at 75 LAFAYETTE AVENUE WHITE PLAINS, NY 10603, **Federal ID No. 13-1708373** (the "Consultant").

Contact: Andrew Cerone
Email: acfuria@acfuria.com
Phone Number: 914-949-0585

WITNESSETH:

WHEREAS, the Original Agreement is dated **4.28.2022** and was approved by the Board of Education at its stated meeting of **4.20.2022** Resolution Number **16.4**; and

WHEREAS, Amendment No. 1 was approved by the Board of Education at its stated meeting of **11.16.2022** Resolution Number **15.14** and

WHEREAS, this Amendment No. 2 was approved by the Board of Education at its stated meeting of **6.21.2023** Resolution Number **19.27** and

WHEREAS, this Amendment No. 3 was approved by the Board of Education at its stated meeting of **11.15.2023**; Resolution Number **16.13**; and

WHEREAS, this Amendment No. 4 was approved by the Board of Education at its stated meeting of **5.15.2024**; Resolution Number **17.4**; and

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

NOW, THEREFORE, the parties agree as follows:

1. Amended Scope. In addition to the Services set forth in the Original Agreement, Amendment No. 1 and Amendment No. 2, Amendment No. 3 the Consultant shall provide continued service for repairs of electric motors and pumps that have exceeded their useful life and need repairs / replacement. (“services”) as more fully described in Schedule “A,” which is attached and incorporated herein by reference..
2. Amended Term. The term shall be extended to include the period 7.1.2024 through 6.30.2025
3. Amended Rate. The not-to-exceed amount in the Original Agreement was **\$22,125**. Amendment No. 1 increased the not-to-exceed amount to **\$72,125**. Amendment No. 2 increased the not-to-exceed amount to **\$94,250**. Amendment No. 3 increased the total not-to-exceed amount by **\$50,000** to One Hundred Forty Four Thousand, Two Hundred Fifty and 00/100 DOLLARS (\$144,250). This Amendment No. 4 increases the total not-to-exceed amount by **\$22,125** to One Hundred Sixty Six Thousand, Three Hundred Seventy Five and 00/100 DOLLARS (\$166,375)
4. Ratification. Except as specifically amended herein, all of the terms contained in the Original Agreement, Amendment No. 1 and Amendment No. 2 and Amendment No. 3 are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.
5. Entire Contract/Order of Precedence. The Original Agreement, Amendment No. 1, Amendment No. 2 and Amendment No. 3 and this Amendment 4 constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties. To the extent the terms of the Original Agreements, including any Rider and/or any schedules thereto, conflict with the terms of Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment 4 shall control.
6. Notices. All notices of any nature referred to in the Original Agreement, Amendment No. 1, Amendment No. 2 Amendment No. 3 and this Amendment 4 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 addresses first set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3 and this Amendment 4 or to such other addresses as the respective parties hereto may designate in writing with a copy to the Corporation Counsel, One Larkin Center, 4th Fl., Yonkers, New York 10701. Notice shall be effective on the date of receipt.
7. Execution. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Amendment may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF, the School District and the Consultant have executed this Amendment.

SCHOOL DISTRICT

A & C FURIA ELECTRIC MOTORS INC.

By: _____
Name: Dr. Rosalba Corrado Del Vecchio
Title: President of the Board
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Sworn to before me this ____ day of _____ 2024.

By: _____
Name: Mr. Anibal Soler, Jr.
Title: Superintendent
Date: _____

Notary Public

APPROVED AS TO FORM

Yonkers Senior Associate Corporation Counsel

DATE BOE APPROVAL: May 15, 2024

DATE BOCS APPROVAL: May 21, 2024

BUYER: Mr. Francis Brown

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Corporation)

a corporation duly organized and in good standing under the _____ (Law
under which organized, e.g., the New York Business Corporation Law) named in the foregoing
agreement; that

(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Corporation)

was, at the time of execution

(Title of such person)

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

(Signature)

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

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose and say
that he/she resides at _____, and he/she is an
officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said
corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

CERTIFICATE OF AUTHORITY
(INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER :SS.:
CITY OF _____)

On this ___ day of _____, 20___ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, entity, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE "A"
SCOPE OF SERVICES- RFB-6725

12-month contract, with option to renew for two 12-month periods to service and repair electric motors and pumps throughout the Yonkers Public School District

PART 1. PUMP REPAIRS

1.01 INTRODUCTION

This is the specification for the service and repair of electric motors and pumps for the Yonkers Public Schools (YPS) (List of Schools attached). The successful bidder (contractor) will be contracted to repair or replace as needed any and all of the pumps or electric motors owned by the YPS on a time and materials (T&M) basis. This will include but is not limited to existing vacuum, circulating, condensate and sump pumps and all associated electric motors, as well as electric motors for all air handlers, exhaust fans and miscellaneous motors.

Work will be done on a planned or scheduled basis in the contractor's shop as well as on the site of a pump or motor break down. The contractor shall be required to be able to pick up and return pumps and motors if so directed. All electrical work (disconnecting and reconnecting motors will be done by others).

Any reference to the City of Yonkers (COY) made in the documents shall include the Yonkers Public Schools (YPS).

1.02 QUALIFICATIONS

The successful bidder must be able to demonstrate to the satisfaction of the YPS that the contractor:

- i) Has been in business for more than 5 years.
- ii) Has the number and quality of trained, certified mechanics, vehicles and equipment to handle all aspects of the transportation, site and shop repair, overhaul or otherwise repair pumps and electric motors

The contractor shall obtain and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation. Certification documentation shall be provided upon request.

1.03 ESTIMATES

The contractor shall make a "proposal to repair" with good faith estimates of the cost of the repair based on parts and labor at the rate as bid. All proposals in excess of \$5,000 require the approval of the Executive Director of School Facilities. However, payment will be made by direct measure of hours worked and parts used or the amount proposed, whichever is less.

The YPS reserves the right to bid such work out under separate contract or have it done by the Contractor whichever is most beneficial to the YPS.

1.04 DISCOVERED DAMAGE

During the course of repair, should additional damage be discovered which could not have been determined,

and consequently not included in original estimate, then a revised estimate shall be submitted by the contractor via phone call or email to the representative for approval/authorization.

1.05 COMPLETION OF REPAIRS

The Contractor shall complete all repairs within five (5) business days after approval of work estimate and within 48 hours after approval in case of an emergency.

1.06 INSTALLATION, INSPECTION AND APPROVAL BY YPS

Upon work completion, an individual who has the knowledge/experience to discuss the work performed shall turn over the item to the YPS. This person will review and discuss the quality and completeness of repairs with the YPS. The repairs will be inspected at the time the item is delivered to the user department for workmanship, appearance, proper functioning and conformance to all other requirements of this specification. In the event deficiencies are detected, the item will be rejected and the contractor will make the necessary corrections and resubmit the item for re-inspection and acceptance. Payment will not be made until the corrective action is completed and the item(s) is/are re-inspected and accepted. When the work is accepted, the invoice/delivery ticket will be signed and dated by the authorized personnel.

1.07 PAYMENTS

PAYMENT SUBMISSION REQUIREMENTS

Payments will be made to the Contractor not more than once per month. All submission for payment must be in a form that is acceptable to the Yonkers Public Schools, and contain the following:

1. Letter of requisition on the Contractor's letterhead with original signature -containing:
 - a) Requisition Number
 - b) Contract Number
 - c) Amount of requisition
 - d) Amount paid to date, including current submission
 - e) Balance amount remaining in the contract
2. Back-up Work Tickets that show:
 - a) Date of work

- b) School Name (One ticket per school)
 - c) Time of arrival at site, time of departure
 - d) Custodian signature on work tickets
 - e) Name of each technician on site (Print and Sign)
 - f) Description of work performed
 - g) List of parts replaced
3. Itemized sheet showing the Bid Items and the quantity of each being requisitioned.
 4. Contractor to supply actual wholesale invoices for all parts supplied for and noted on the work ticket.
 5. Certified Payroll on forms recognized by the NYS Dept. of Labor. (PRC# 2019015807)

PART 2. SERVICE AND REPAIR CONTRACT SCHOOL REQUIREMENTS

2.01 SIGNS AND BARRIERS

When any of the building equipment is taken out of service for any reason by the Contractor, signs and/or barriers shall be placed indicating that work is being performed in designated areas.

2.02 TIME RESTRAINTS

The time on-site permitted to the Contractor will depend on the type of work to be performed under this contract and the operations of the schools.

2.03 EMERGENCY CALL-OUT RESPONSE

The Contractor must furnish 24 hour call-out contact numbers for a minimum of 3 responsible employees authorized to mobilize manpower and equipment in the event of an emergency.

2.04 SCHOOL RESTRICTIONS.

The successful bidder will be working in public schools and as such will be required to:

1. Every employee of the Contractor must sign in and out of each building with the head custodian for each service call.
2. Every employee of the Contractor must sign the AHERA Short Term-Worker Asbestos Log Book (see section on Asbestos containing material) with the head custodian upon entering the building for each service call.
3. Be restricted to the zone of work and not permitted access to any areas of the building and grounds not specifically related to the work at hand.

4. Wear and display prominently a photo identification badge at all times.
5. Refrain from any and all fraternization or undue communication with students or teachers.
6. Take direction only from the Deputy Director of School Facilities and or his assigned agent.
7. Refrain from smoking anywhere on YPS grounds.
8. Store all construction material in a safe and secure manner.
9. Comply with OSHA regulations regarding personal protection equipment. (e.g., head, eye and ear protection)

2.05 NOISE

Construction and maintenance operations shall not produce noise in excess of 60 dba in occupied spaces or shall be scheduled for times when the building or affected building spaces are not occupied or acoustical abatement measures shall be taken.

2.06 FUMES

The Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting, etc. to ensure they do not enter occupied portions of the building or air intakes.

2.07 OFF-GASSING

The Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied."

2.08 COMPLIANCE.

The successful bidder is to comply with all Federal, State and Local regulations relating to certification and licensure, labor, such as prevailing wage, working conditions, insurance and safety factors in cases where installation of equipment is involved.

2.09 OR EQUALS

In all specifications, the words "or equal" are understood after each article giving manufacturer's name of catalog reference. The decision of the YPS as to whether a substitution is in fact "equal" shall be final.

2.10 QUALITY

All work is to be done in a workman like manner per the manufacturer's requirements and industry standards. The Contractor is required to obtain the necessary and applicable service manuals for all equipment covered by this contract.

2.11 SITE ACCESSIBILITY

Every reasonable effort will be made by the YPS to give the successful bidder access to the work. However, access to the sites may be limited due to school activities. The Contractor shall make no claims based on conflicts regarding accessibility.

2.12 NON-DISCRIMINATION

All requirements of Section 220-e of the Labor Law of the State of New York, regarding racial, religious or national discrimination including penalties are made part of this contract.

2.13 DAMAGE

The Contractor shall be responsible for any damage of any kind, sort or description to the building, walls, ceilings, floors, lighting, alarm devices, equipment and etc. occasioned by or through the activities of himself, his employees, his subContractors or their employees and he shall make same good immediately without extra expense to the Yonkers Public Schools. He shall also protect his work during the life of this contract and he shall be responsible for loss or damage that may occur to materials or equipment stored or used by him at the site. He shall not hold the Yonkers Public Schools responsible for any such loss or damage to his work or equipment.

2.14 SUBCONTRACTING

Under this contract, sub-contracting shall not be permitted without prior written approval by YPS. All proposed subContractors must be submitted to the YPS for approval to work on this project prior to them occupying the site.

2.15 MATERIALS / PARTS

Any and all materials supplied under this contract shall be new, first quality and supplied/manufactured by the system manufacturer or meet or exceed the manufacturer's specifications. Part quality must be demonstrated upon request by the YPS. Contractor is to provide a one-year written guarantee (effective the date of installation) and present receipts from parts suppliers for each part installed. YPS reserves the right to furnish parts and materials if it determines it to be in its best interest.

2.16 LIQUID WASTE

All waste fluids will become the property of the Contractor and removed from the site. Disposal of these materials is to be done per all current EPA, DEC, Westchester County and local regulations. Where these regulations require, a copy of the manifest of disposal will be submitted to the Supervisor.

2.17 GUARANTEE/WARRANTY

All labor shall be guaranteed for the period of one (1) year from the **date of acceptance**. Unless provided otherwise in the specifications, all parts offered on this bid shall be guaranteed for a minimum of one (1) year from date of delivery (or installation if required) against defective material or workmanship, and repair or replacement shall be made without delay. In cases where the usual guarantee period offered by the successful bidder and/or manufacturer on a particular item covers a longer period of time than one (1) year, the longer guarantee period shall be applicable.

2.18 MAINTENANCE OF THE WORK SITE

The successful bidder shall maintain the worksite in a professional manner. Only materials and equipment which are to be used directly in the performance of the successful bidder's work shall be brought to and/or stored on the premises of YPS. After equipment is no longer required for its work, the successful bidder shall promptly remove such equipment from the premises of YPS. The successful bidder shall be solely responsible for the protection of materials and equipment stored on the premises from weather, theft, damage and all other adversity. The successful bidder shall at all times provide the proper housekeeping to minimize potential fire hazards, and shall provide

approved spark arresters on all steam engines, internal combustion engines and flues.

2.19 ASBESTOS CONTAINING MATERIALS

A. Contractor agrees not to use or permit the use of any asbestos containing material as defined in the Asbestos Hazard Emergency Response Action (AHERA) or New York State Industrial Code Rule 56 in or on any property belonging to the Yonkers Public Schools. For purposes of this paragraph, asbestos-containing material is defined as any material containing asbestos, whether or not such material is friable or non-friable, and without regard to the purpose for which such material is used.

B. Prior to performing the work specified under this contract at any one School, the Contractor and persons under their employ shall review the Yonkers Public Schools Asbestos Hazard Emergency Response Action (AHERA) Triennial Reinspection Report (latest edition) and any other inspection data available from the District to determine how to perform the work to avoid disturbing asbestos containing building materials.

C. Prior to performing the work specified under this contract at any one School, the Contractor and persons under their employ shall sign in with the Short Term-Worker Asbestos Log Book maintained by the School's Head Custodian.

The AHERA report is located in the School administration office.

2.20 CLEAN UP

The successful bidder shall keep the premises and surrounding area free from accumulation of waste materials, rubbish produced by the Work shall become the property of the Contractor and immediately removed from the site. At the conclusion of the work, the successful bidder shall restore the premises to its original condition. This restoration shall include but not be limited to: cleaning the areas in which work was performed; removal of all waste, materials, rubbish, tools, equipment, machinery and surplus materials. Completion of unsatisfactory clean up may be done by YPS staff, the cost of which will be deducted from the Contractor's next payment.

2.21 CONTRACT TERM

One (1) year with provision to extend for 2 more years by mutual consent and under the same terms and conditions as described herein. The successful bidder (Contractor) must bid accordingly.

J. PREVAILING WAGE:

A. Prevailing Rate Case Number (PRC# 2022000257) has been assigned to the project.



BUREAU OF PURCHASING
 ONE LARKIN CENTER, 3rd Floor
 YONKERS, NY 10701-3888
 Telephone (914) 377-6030
 Fax (914) 377-6032

COVER SHEET - INVITATION FOR BIDS

SOLICITATION & CONTRACT DOCUMENTS FOR:

12 Month Contract to Service and Repair of Electric Motor and Pumps - YPS

BID NUMBER: RFB-6725
 OPENING DATE: 1.28.2022
 TIME: 2:00 PM (PREVAILING TIME)
 BOCS APPROVAL DATE: ASSIGNED BY PURCHASING
 CONTRACT NO.: ASSIGNED BY PURCHASING

BOARD OF EDUCATION

Rev. Steve Lopez, President
 Dr. Rosalba Corrado Del Vecchio, Vice President
 Ms. Andrea Brown Mr. Kevin Cacace
 Mr. Arjied I. Kuri Dr. John Castanaro
 Ms. Gail Burns Ms. Rosemarie P. Linton
 Ms. Sheila Greenwald
 Dr. Edwin Quezada
 Superintendent of Schools

BIDDER TO FILL OUT (PLEASE PRINT):

LEGAL NAME OF BIDDER: A4C FUBIA Electric Motors, Inc.
 ADDRESS: 15 Lafayette Ave, White Plains, NY 10603
 (P. O. Boxes are not acceptable)
 CONTACT: Andrew Cebone TITLE President
 PHONE NO. (914) 949-0585 FAX (914) 949-8034
 EMAIL: acfubia@acfubia.com
 DATE: 1/24/2022

**DO NOT RETURN ENTIRE BID PACKAGE -
 ONLY RETURN WHAT IS LISTED IN THE "INFORMATION FOR BIDDERS", PAGE 6**

**SCHEDULE "B" - RFB-6725
 BID SCHEDULE OF PRICES**

ITEM	APPROX QUANTITIES	DESCRIPTION - ITEMS WITH UNIT BID PRICES WRITTEN IN WORDS	UNIT BID PRICES		TOTAL AMT. BID	
			DOLLARS	CENTS	DOLLARS	CENTS
1	90 HOURS	Certified Pump and Electric Motor Mechanic Straight time FOR: <u>100.00</u> /100 DOLLARS PER HOUR.	100	00	9000	00
2	15 HOURS	Certified Pump and Electric Motor Mechanic Emergency Call Out Time FOR: /100 DOLLARS PER HOUR.	155	00	2325	00
3	10 EACH	Pick up or delivery, inside City of Yonkers-Per Trip FOR: /100 DOLLARS PER EACH.	0		0	
4	NEC	District Directed Repair - PARTS. Indicate your bid O&P markup in row b. This must be in percent. For instance if your mark-up is 10%, that is, you want to add 10% to the wholesale price, please enter "10%" here, ROW b. a. Estimated Parts Required (Wholesale) = \$10,000.00 b. Proposed Mark-up = <u>8</u> % c. Amount of Mark-up on \$10,000. (a. x b.): <u>\$ 800.00</u> d. Total Amount for Parts: = a + c Write this product below, words & numerals. FOR: /100 DOLLARS PER NEC	10,800	00	10,500	00
		TOTAL AMOUNT BID (SUM OF ALL ITEMS 1 THROUGH 4) Written in words	255	00	2,2125	00

TOTAL BID - ITEMS 1 to 4, INCLUSIVE- RFB-6725

PLEASE PRINT

WRITTEN IN WORDS: Twenty two thousand one hundred & twenty five Dollars 00 Cents

WRITTEN IN FIGURES: 22,125.00

LEGAL NAME OF CONTRACTOR: A+C FURIA ELECTRIC MOTORS, INC.

ADDRESS: 75 Lafayette Avenue
White Plains, N.Y. 10603

PREPARED BY: Andrew Cerone

TITLE: President

TELEPHONE NO.: 914-949-0585

EMAIL: acfuria@acfuria.com

DATE: 1/24/2023

Schedule "C"
STANDARD INSURANCE PROVISIONS
(Consultant)

1. Prior to commencing work, and throughout the term of the Agreement, the Consultant 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. Consultant shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Consultant 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 Consultant shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

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

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

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Consultant'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 Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the Director.

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

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Consultant and Sub-Consultant.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" for both on-going and completed operations.

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

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as an additional insured on a primary and non-contributory basis.

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/26/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 ASZ International, Inc. PO Box 21 White Plains NY 10605	CONTACT NAME: Joann Koziol
	PHONE (A/C, No, Ext): (800) 694-0279 FAX (A/C, No):
	E-MAIL ADDRESS: jkoziol@aszinternational.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: ERIE INS CO NAIC # 26263
	INSURER B: STATE INS FUND 36102
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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	WVD	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 <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	Q37-5150691	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Camp <input checked="" type="checkbox"/> Coll <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	Q01-5130768	01/01/2023	01/01/2024	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 <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	Q23-5170464	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	W 1406156-8	10/01/2022	10/01/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

See ACORD 101

CERTIFICATE HOLDER City of Yonkers/Yonkers Public Schools/Board of Education Yonkers Public Schools 40 South Broadway Yonkers NY 10701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Joann E. Koziol

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY ASZ International, Inc.		NAMED INSURED A&C/Furia Electric Motor, Inc.	
POLICY NUMBER W 1406156-8, Q37-5150691, Q25-5170464, Q01-5130768			
CARRIER NYSIF	NAIC CODE 36102, 2626	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate Of Liability Insurance

Policies shown are subject to terms, conditions, exclusions, sub-limits, and deductibles not listed on this certificate. We recommend that requests for policy copies be directed to the Named Insured shown above.
RE: Contract # 2022-00000796

City of Yonkers/ Yonkers Public Schools/ Board of Education are included as an additional insured as it pertains to claims arising out of the negligence of the named insured as required by written contract or agreement. Waiver of subrogation applies in favor of additional insured(s).



Workers' Compensation Board

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

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

<p>1a. Legal Name & Address of Insured (use street address only) A & C FURIA ELECTRIC MOTORS INC 135 LAFAYETTE AVENUE WHITE PLAINS, NY 10603-1602</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (914) 949-0585</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 131708373</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) CITY OF YONKERS/YONKERS PUBLIC SCHOOLS/BOARD OF EDUCATION 40 SOUTH BROADWAY YONKERS, NY 10701</p>	<p>3a. Name of Insurance Carrier New York State Insurance Fund (NYSIF)</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL 1124 43 - 8</p> <p>3c. Policy effective period 07/01/2023 to 07/01/2024</p>

4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits
- B. Disability benefits only
- C. Paid family leave benefits only

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- B. Only the following class or classes of employer's employees:

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

Date Signed 7/11/2023 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that Insurance carrier)

Telephone Number (866) 697-4332 Name and Title Kristin Markwica, Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B 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 and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave 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".

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

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

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

***** 131708373
ASZ INTERNATIONAL INC
PO BOX 21
WHITE PLAINS NY 10605



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER A&C FURIA ELECTRIC MOTORS INC 135 LAFAYETTE AVENUE WHITE PLAINS NY 10603		CERTIFICATE HOLDER PO 2023-00004961 CITY OF YONKERS/YONKERS PUBLIC SCHOOLS/BOARD OF EDUCATION 40 SOUTH BROADWAY YONKERS NY 10701	
POLICY NUMBER W1406 156-8	CERTIFICATE NUMBER 37151	POLICY PERIOD 10/01/2023 TO 10/01/2024	DATE 12/7/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1406 156-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 913510052