

**YONKERS PUBLIC SCHOOLS  
ONE LARKIN CENTER  
YONKERS, NEW YORK 10701**

**NON ACADEMIC PROFESSIONAL SERVICES**

**CONTRACT NUMBER 2019-00000617**

THIS CONTRACT, made the 4<sup>th</sup> day of March, 2019

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

**LiRo ENGINEERS, INC**, a corporation having an office and place of business at 3 Aerial Way, Syosset, NY 11791; Federal ID No. 13-1974950 (the "Consultant").

**WITNESSETH**

**WHEREAS**, the City of Yonkers desires to obtain **Environmental Consulting Services for the 2019 AHERA Re-inspection and Management Plan Updates** for the School District of Yonkers' School Facilities Management department; and

**WHEREAS**, the Consultant 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 this Contract 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 Consultant shall provide **Environmental Consulting Services for the 2019 AHERA Re-inspection and Management Plan Updates** as needed, (the "Work") on an 'as needed' basis as more fully described in its proposal dated **November 23, 2018**, which is attached hereto and made a part hereof as **Schedule "A"**. The services shall conform in all respects with the School District's Request for Proposals/Bid, entitled "**RFP-390: 2019 AHERA Re-inspection Report and Periodic Surveillance & Asbestos Management Plan Updates**", due **November 23, 2018**, and incorporated herein by reference, whether or not attached to this Contract. All services rendered and work performed by the Consultant shall be under the direction and subject to the approval of the **Executive Director of Schools Facilities**, or his/her designee (the "Director").

**SECOND.** The term of this Contract shall commence **January 17, 2019** and terminate on **January 16, 2020**. 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 of the School District and the BOCS, if required.

**THIRD.** For the Work to be performed pursuant to Paragraph "FIRST," the Consultant shall be paid an amount not to exceed **ONE HUNDRED FIFTY-TWO THOUSAND TWO HUNDRED SEVENTY (\$152,270.00) DOLLARS**, at the rate more fully described in **Schedule "B"** payable according to the terms described below. Except as otherwise expressly stated in this Contract, no payment shall be made by the School District to the Consultant for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

No guarantee, promise or representation of any minimum amount of work has been given nor is to be inferred from this Contract. You hereby waive any claims to lost or anticipated profits based on the School District's failure to utilize your services to the full amount authorized to be expended under this Contract.

To receive payments for Work completed, Consultant shall submit monthly, itemized invoices in a form acceptable to the School District to the attention of the Director, which will be paid within 30 days of receipt subject to compliance with the terms hereof. The School District shall not issue final payment until satisfied that all Work outlined in the scope of work has been completed. Upon acceptance of the final payment, Consultant releases School District from any and all claims in any way connected to this Contract. Notwithstanding the foregoing, it is understood that the School District operates on a fiscal year basis that begins on July 1st and ends on June 30th of each year. The School District shall not be considered to be in default under this Contract if any payments are due after the beginning of a fiscal year when the School District's and/or City's budget has not been approved for that fiscal year unless the non-payment continues after October 31<sup>st</sup> in any year.

This Contract is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract. The School District shall retain the right, upon the release of any proposed School District, City and/or State budget and/or the adoption thereof 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 budget on School District finances. After such analysis, the School District shall retain the right to either terminate this Contract or to renegotiate the amounts and rates approved herein. If the School District subsequently offers to pay a reduced amount to this Consultant, then this Consultant shall have the right to terminate this Contract upon reasonable prior written notice.

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

**FOURTH.** Changes or extra work, beyond services specified under the Contract, may be authorized only by a written change order or amendment executed by a duly authorized School District official, subject to all necessary legal approvals.

**FIFTH.** Prior to the making of any payments hereunder, the School District may, at its option, audit such books and records of the Consultant as are reasonably pertinent to this Contract to substantiate the basis for payment. The School District 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 Contract, unless the School District shall find cause to withhold payment in the course of such audit or the Consultant fails to cooperate with such audit. The School District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract.

It is recognized and understood by the Consultant that as part of the School District's right to audit the Consultant to substantiate the basis for payment, the School District has the right to audit the performance of the terms of this Contract by the Consultant, including without limitation, to make site visits in order to review Consultant's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.

The Consultant further agrees that it shall participate in the measurement of its performance under this Contract, as follows:

(a) The Consultant shall be in continuous communication with the Director, or his/her duly authorized designee (the "Director"), in reporting to the Director on its ongoing progress toward completing the Work, as the Director may request, and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Contract.

(b) Within (30) days of the expiration of each quarter, the Consultant shall provide the School District with detailed written reports, in a form to be specified by the Director outlining the Consultant's accomplishment of the Scope of Work in that quarter in order to enable the School District to assess the level and type of services provided, as well as the dedication and/or expenditure of the funding provided by the School District for those purposes to date; and

(c) In addition to any general audit rights to which the School District may be entitled hereunder, the School District also reserves the right to audit the Consultant's performance under this Contract. Such audit may include requests for documentation or other information which the Corporation Counsel may, in his/her discretion, deem necessary and appropriate to verify the information provided by the Consultant as required by subsection (b), above.

**SIXTH.** (a) The School District, upon five (5) days notice to the Consultant, may terminate this Contract in whole or in part when the School District deems it to be in its best interest. In such event, the Consultant shall be compensated and the School District shall be liable only for payment for services already rendered under this Contract prior to the effective date of termination at the rates specified in Schedule "B". Upon receipt of notice that the School District is terminating this Contract in its best interests, the Consultant shall stop work immediately and incur no further costs in furtherance of this Contract without the express approval of the Corporation Counsel, and the Consultant 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 Consultant prior to the date of termination, it is understood and agreed that the Corporation Counsel shall determine the value of such Work rendered by the Consultant. The Consultant shall accept such reasonable and good faith determination as final.

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

The School District reserves the right to seek all available remedies, whether provided by law, equity, statute or otherwise, including, but not limited to, damages, reasonable attorney's fees, disbursements and court costs in such amounts as shall be allowed by the court. All rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies that maybe available.

The School District, in its sole discretion, may agree to stay any such enforcement beyond such thirty (30) day period, provided however that the Director determines that the Consultant is diligently and continuously acting to cure said noncompliance.

The foregoing rights are in addition to, and not in limitation of, any other provision hereof and will survive termination or other cancellation of this Contract.

**SEVENTH.** The Consultant agrees to procure and maintain insurance, or contractually cause a third party to procure and maintain insurance, naming the School District and City as additional insured (including without limitation, a waiver of subrogation), as more particularly provided and described in the Schedule entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof as Schedule "C." In addition to, and not in limitation of the foregoing, the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the School District and/or the City, the Consultant shall defend, indemnify and hold harmless the School District and the City, and their officers, employees, elected and appointed officials and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney's fees or loss (including but not limited to personal injury and death) to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Consultant or third parties under its direction or control, including without limitation, any claim that a deliverable infringes upon an intellectual property right. If such an intellectual property infringement claim is made, or appears likely to be made, the Consultant agrees to enable the School District's continued use of the deliverable, or to modify or replace it; 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 Contract and to bear all other costs and expenses related thereto; and

(c) to give immediate written notice to the School District as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the School District and/or City in connection herewith.

The provisions of this Section will survive expiration, termination or other cancellation of this Contract.

**EIGHTH.** The Consultant represents and warrants that all prices quoted herein for the work to be performed hereunder have been arrived at by the Consultant independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.

**NINTH.** The Consultant expressly agrees that neither it nor any Consultant, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Contract. The Consultant acknowledges and understands that the School District and the City maintain a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees and students by employees, students, administrators, supervisors, vendors, contractors, or others.

**TENTH.** The Consultant 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 Consultant as an employer of labor. The Consultant 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 Consultant shall further comply, at its own expense, with the provisions of New York State Education Law; and School District policies, practices and procedures.

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

**ELEVENTH.** It is the goal of the City and School District 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 the School District. Attached hereto and forming a part hereof as Schedule "D" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Consultant agrees to complete the questionnaire attached hereto as Schedule "D," as part of this Contract.

**TWELFTH.** All deliverables created under this Contract by the Consultant are to be considered "works made for hire". If any of the deliverables do not qualify as "works made for hire", the Consultant hereby assigns to the School District all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the School District to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the School District, if required, in perfecting these rights. The Consultant shall provide the School District with at least one copy of each deliverable. Any software licenses that are duly paid for by the School District will remain in effect for the term of that license. Title and ownership of the software shall at all times remain with the Consultant subject only to licenses and rights granted to School District.

All records or recorded data of any kind compiled by the Consultant in completing the Work described in this Contract, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the School District. The



Consultant may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Corporation Counsel. The School District shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the School District.

**THIRTEENTH.** In accordance with GML Section 109, the Consultant shall not delegate any duties or assign, transfer, convey or otherwise dispose of any of its rights under this Contract without the prior express written consent of the School District. The Consultant shall not subcontract any part of the Work without the written consent of the School District, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Contract without the prior express written consent of the School District is void. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in this Contract and shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Contract.

**FOURTEENTH.** The Consultant and the School District agree that the Consultant and its officers, employees, agents, contractors, subcontractors and/or sub-consultants are independent contractors and not employees of the School District or the City or any department, agency or unit thereof. In accordance with their status as independent contractors, the Consultant covenants and agrees that neither the Consultant nor any of its officers, employees, agents, contractors and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the School District and/or the City or any department, agency or unit thereof.

**FIFTEENTH.** Failure of the School District 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 School District 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 School District of any provision hereof shall be implied.

**SIXTEENTH.** All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight

courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the School District:

Yonkers Public Schools  
One Larkin Center  
Yonkers, New York 10701  
Attn: Executive Director of School Facilities

with copies to:

Yonkers Public Schools  
One Larkin Center  
Yonkers, New York 10701  
Attn: Law Department, 4<sup>th</sup> Floor

To the Consultant:

LiRo Engineers, Inc.  
3 Aerial Way  
Syosset, NY 11791

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

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

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

**NINETEENTH.** The Consultant recognizes that this Contract does not grant the Consultant the exclusive right to perform the Work for the School District and that the School District may enter into similar agreements with other contractors on an “as needed” basis.

**TWENTIETH.** The Consultant 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.

**TWENTY-FIRST.** Pursuant to Article VI of Chapter 13 in the Code of Yonkers, no City or School District procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule “E” Certification Regarding Business Dealings with Northern Ireland. Therefore, the Consultant agrees, as part of this Contract, to complete the form attached hereto as Schedule “E”.

**TWENTY-SECOND.** The Consultant shall use all reasonable means to avoid any conflict of interest with the School District and the City and shall immediately notify the School District and the City in the event of a conflict of interest. The Consultant shall also use all reasonable means to avoid any appearance of impropriety.

**TWENTY-THIRD.** This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Contract shall be brought in the County of Westchester in the State of New York.

Any term or condition required by law to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This

provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

**TWENTY-FOURTH.** The Consultant represents that, it has completed and submitted with the Contract, the Consultant Disclosure Form and attached hereto as Schedule "F". In the event that any information provided in the completed questionnaire changes during the term of this Contract, Consultant agrees to notify the School District in writing within ten (10) business days of such event. The Consultant also shall have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Consultant within ten (10) business days of such event and such information shall be forwarded by the Consultant to the School District.

**TWENTY-FIFTH.** In the event the School District is providing grant funding hereunder, the Consultant acknowledges and agrees that it has reviewed the applicable grant Contract and any other relevant documents (together the "Grant"). Consultant agrees to, and will cause any subcontractors or other agents under its control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. The Consultant further agrees to supply such information and reports as the School District may request. Consultant will, upon request, provide access to the School District or such other agency administering the Grant, to examine all relevant books, records, documents or electronic data of the Consultant necessary to review Consultant's compliance. Consultant shall cause its subcontractor(s) and agent(s) to comply with the terms hereof.

Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. Consultant hereby certifies that neither it, nor its subcontractor(s), are debarred or suspended, or otherwise excluded from or ineligible to receive said Grant funding.

**TWENTY-SIXTH.** As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons"

who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). The Consultant shall complete Schedule "G", an executed certificate of compliance with the Iran Divestment Act signed by the Consultant or one of its officers as required by the General Municipal Law Section 103g.

**TWENTY-SEVENTH.** The Consultant acknowledges and agrees to complete the Proposer Certification form that is attached hereto as Schedule "G" and is hereby incorporated by reference.

**TWENTY-EIGHTH.** The Consultant shall provide at his own cost and expense such safety devices for the protection of its employees, and those of the Subcontractor(s), the School District, the public, and any other persons as may be necessary and as may be required by the Director. The Consultant shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal, State, and local laws, rules, and regulations.

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

**THIRTIETH.** In accordance with the provisions of Title VI of the Civil Rights Act of 1964 (the "Civil Rights Act"), 42 U.S.C. § 2000d *et seq.*, 78 stat. 252, which prohibits discrimination on the basis of race, color, national origin; 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs of the Department Of Transportation ("DOT")-Effectuation of Title VI of the Civil Rights Act*); and 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act), the School District hereby notifies all bidders/contractors that it will affirmatively ensure that any contract entered into will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Consultant hereby agrees to complete Schedule "I," an executed Bid Addendum for projects receiving any Federal Financial Assistance, including grant funding.

**THIRTY-FIRST.** In accordance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and all other applicable Federal, state, and local laws, the Consultant hereby agrees to complete and abide with the terms of the Dating Sharing Agreement annexed hereto as Schedule "J," which is fully incorporated herein by reference.

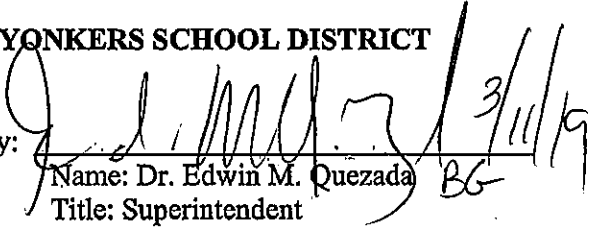
**THIRTY-SECOND.** Consultant hereby agrees that it will immediately disclose to the School District if any of Consultant's employees, officers, owners, partners, shareholders, trustees, officials, agents, subcontractors, independent contractors or any other affiliated persons with the Consultant are also employees of the School District. Consultant shall immediately notify the School District in writing on three (3) days' notice if it desires to hire/employee any School District employee to help facilitate the terms of this Agreement, and hereby agrees not to hire/employ any School District employee unless the prior written consent of the School District is received prior to the hiring of any School District employee. In the event Consultant receives the School District's permission to hire a School District employee, it is hereby agreed that the School District reserves the right to inspect and/or audit any and all of Consultant's employment records that pertain to the School District employee that the Consultant hires. School District shall provide no less than three (3) days' notice to Consultant prior to requesting an inspection of said records. Failure to immediately disclose the information contained in this paragraph will be considered a material breach of this Agreement.

[NO FURTHER TEXT ON THIS PAGE].


**THIRTY-THIRD.** This Contract shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel.

IN WITNESS WHEREOF, The School District and the Consultant have caused this Contract to be executed.

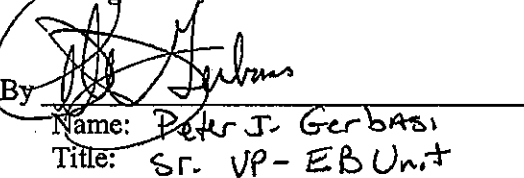
**YONKERS SCHOOL DISTRICT**

By:  3/11/19  
Name: Dr. Edwin M. Quezada  
Title: Superintendent

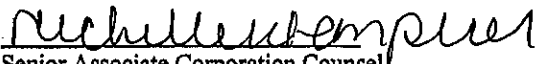
**YONKERS BOARD OF EDUCATION**

By:   
Name: Rev. Steve Lopez  
Title: President

**LiRo Engineers, Inc.**

By:   
Name: Peter J. Gerbasi  
Title: Sr. VP - EB Unit

Approved as to form  
and manner of execution

  
Senior Associate Corporation Counsel  
School District of Yonkers

**TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING**

DATE OF B.O.C.S. APPROVAL:	January 24, 2019
DATE OF B.O.E. APPROVAL:	Resolution 17.3, January 16, 2019
PURCHASING CONTACT- BUYER:	Alex Schenck (914) 377-6037







**SCHEDULE "A"**  
**SCOPE OF SERVICES**

**PART 4 - THE CONSULTANT'S RESPONSIBILITIES**

**4.01 BASIC SERVICES**

At a minimum, the consultant shall:

1. Conduct the 2019 Triennial Re-Inspection, Survey & Report (TSR)
2. Prepare Updated 2019 Asbestos Management Plans (AMP) for each building.
3. Prepare Re-inspection Report for each school.( Form 1 and Form 2)
4. Utilize and update as necessary the Space ID Floor Plans based on the 2013 AHERA Floor Plans
5. Conduct one (1) instructional 6-month surveillance re-inspection.
6. Facilitate any and all bulk sampling required to achieve AHERA compliance or as Directed by the Executive Director of School Facilities Management or Designated Person. (Separate Payment).
7. Submit filing with New York State Education Department, Facilities Planning Group.

The District is comprised of 39 schools totaling approximately 3.75 million square feet of floor space. Building ages range from 17 to 134 years old and the average age is about 76 years old. Only 34 buildings totaling 3.5 million square feet fall under AHERA and need to be inspected under this contract. See the building list at the end of this RFP.

**PART 4.02 SCOPE OF WORK**

**4.02.1** Prior to initiating the re-inspection, the Asbestos Inspector(s) shall present to the Designated Person, a current, valid form of identification and a current, valid Asbestos Inspector license issued by the authorized State of New York agency.

- a) Review the 2016 and 2013 Triennial Re-inspections AHERA Reports
- b) Identify all homogenous areas in which material has become friable since the last re-inspection and immediately bring to the attention of the District Designated Person ACBM that have been identified in to one of the 7 AHERA Assessments for the required and appropriate response action.
- c) Working with District personnel, collect, compile, collate and sort all documents (not already embedded in the re-inspection report) relating to any and all available ACM testing, inspections or abatement since completion of the last 2016 AHERA. Documents shall include but not be limited to: bulk sampling and testing results, inspections reports, abatement work on any scale, including capital projects and spot abatement.
- d) Review all previous asbestos abatement projects and verify that materials that have been abated are so indicated in the TSR and are reflected in the updates to the Management Plans.
- e) Check the existing documents in each building in the District and verify all documents are present. Add copies of the documents found under (b & c) above pertaining to each building.

**4.02.2** The re-inspection shall be performed pursuant to 40 CFR 763.85(4)(b)(3)(i) through (vii), and at a minimum, the consultant(s) shall:

- a) Visually re-inspect and reassess, under 763.88, the condition of all friable known or assumed Asbestos-Containing Building Material (ACBM).
- b) Visually inspect materials that were previously considered nonfriable ACBM to determine whether it has become friable since the last inspection or re-inspection.
- c) Identify any homogeneous areas or any materials that have become damaged since the last inspection.
- d) Identify any areas of abatement that do not have appropriate documentation of the abatement having taken place.

The consultant should note that a simple visual inspection is not permitted.

- e) Actual counts of fittings, mud joints and field measurements of all ACBM and ACM suspected materials, especially of TSI is required, inclusive of above ceiling locations. Inspections must be thorough. Access to all areas will be provided by the District. This includes relocation of obstacles and use of normal investigative gear such as step or extension ladders. Manlifts and bucket trucks where necessary can also be provided by the District. The consultant will be responsible for providing his own loaders but manlifts or bucket trucks will be furnished by the Owner.

**4.02.3** (Optional-upon request of LEA) Collect bulk samples and submit the samples for analysis in accordance with 763.86 and 763.87 for:

- a) Each homogeneous area of newly friable material that is already assumed to be ACBM.
- b) Any HID's with a rating of 1. Any Damaged or Significantly Damaged Thermal System Insulation (AHERA Category I)
- c) As directed upon discussion with the Designated Person.

All samples will be analyzed by a laboratory with current NVLAP (National Voluntary Laboratory Accreditation Program) accreditation

**4.02.4** The Consultant shall assign its properly licensed employee to furnish and post warning labels adjacent to friable and nonfriable ACM in routine maintenance areas, and/or if the signs are not readily visible upon entry as required under AHERA. Areas known to have been abated are to be labeled "Asbestos Free" in blue lettering on white background. Signs are to be in both English and Spanish.

**4.02.5** The results of the re-inspections shall be compiled into the **2019 Triennial Re-inspection Report** which will clearly indicate the date of inspections, and shall be signed by each inspector and/or management planner who contributes to the re-inspection and the review and/or revision of the management plan. The Re-inspection Report is to be consistent with the industry standard and demonstrates a state of the art work product that reflects current technology and best practices. Reports for each building shall include:

1. AHERA Triennial Re-inspection Report Identifying:
  - a. Type of suspect ACM or ACBM material found such as TSI, Surfacing, & Miscellaneous.
  - b. Location where suspect ACM or ACBM material found. Identify whether above ceilings, behind walls or furniture or exposed. If above ceilings, identify the type of ACM.
  - c. Description of suspect ACM or ACBM material found.
  - d. Quantity of suspect ACM or ACBM material found.
  - e. Ranked assessment category.
  - f. Date of inspection performed.
  - g. Name and NY State DOL License No. of person performing the inspection.
  - h. Floor plans generated in AutoCAD showing locations of samples taken and notes on history.

**4.02.6** The re-inspection results and the findings shall be used to update the District's 2019 Management Plan for each school.

**4.02.7** The Reinspection Report will identify homogeneous areas consistent with the terms and intent of AHERA.

**4.02.8** The Consultant will publish the Re-inspection Report and the updated **2019 Asbestos Management Plan** for each school in a reader friendly format (reviewed and accepted by the District) that when reviewed by parents, teachers or other interested parties, will clearly identify the types, locations, amounts and condition of the following:

- a) any ACBM that is assumed to be ACM,
- b) any material that was sampled and determined to be non-asbestos containing, and
- c) any material that was sampled and determined to be ACM

**4.02.9** The Consultant will submit the TSR to the District within 30 days of the inspection, for inclusion into the updated management plan.

**4.02.10** The Consultant shall ensure that response action(s) recommendations described in the management plan are specific to the site and to the ACBM involved, and that the implementation schedule is clear.

**4.02.11** The Consultant shall assign its properly licensed employee(s) to review the management plan, any previous inspection or re-inspection report(s) and any response action records to verify that the quantities and locations of ACM are updated.

**4.02.12** The Consultant shall assign its properly licensed employee(s) to update the AMP to verify that all AHERA required elements are present, pursuant to 763.93(e)(1) through (12).

**4.02.13** The Consultant shall assign its properly licensed employee(s) to verify that all recordkeeping requirements are met, pursuant to 763.94, including:

- a) A current designated person statement
- b) Dated copies of annual notifications and method of notification\*
- c) Training records
- d) Periodic surveillance records
- e) Response action records
- f) Outside contractor notification\*

The Consultant shall notify the LEA which, if any, of these documents are missing from the management plan.

*\*The Consultant will consult with the Designated Person on methods to be used by the District for annual notification and outside contractor notification, so that the plan reflects the actual methods employed by the District.*

**4.02.14** The Consultant shall assign its properly licensed employee(s) to review the adequacy of the AMP's Operations and Maintenance Program (O&M) and make updates or revisions as necessary. The Consultant shall ensure that the O&M program is site- specific, and incorporates best practices and/or industry standards for the in-place management of the types, amounts, locations and condition of the ACBM identified or assumed to be present in each school building. The Consultant shall ensure that any analytical reports for bulk sample analysis are included in the O&M program.

As part of the O&M Program, the Consultant shall provide an updated evaluation of resources needed to complete response actions successfully and carry out reinspection, operations and maintenance activities, periodic surveillance and training.

**4.02.15** The Consultant shall assign its properly licensed employee(s) to provide response action recommendations that are consistent with AHERA pursuant to 763.93(b) through (f).

**4.02.16** The Consultant will advise the District in writing, of any non-compliance that is within the District's authority to correct.

**4.02.17** The consultant shall submit a lump sum price to complete the first 6 month surveillance in each building in the presence of the building custodian and his supervisor with the intention of training the District personnel in the proper means and methods for this task.

**4.02.18** Additional services shall be provided if authorized by the executive Director of School Facilities and they shall be paid for by the District in addition to the compensation for Scope of Work as provided in a duly

authorized written amendment to this agreement signed by an authorized representative of each of the parties. These services may or may not be related to the project described herein, as directed by the SFMD.

#### **4.03 BACKGROUND DATA**

The following materials are available for viewing during the proposal phase and will be presented to the Consultant at the Kick-off meeting:

- 2016 AHERA Asbestos Reports. (Access Data Base)
- Electronic plans of the building. (in AutoCAD)
- 2015 Building Condition Survey. (Excel Data Base)
- 2016 through 2019 List of Capital Improvements (Excel Spreadsheets)
- Miscellaneous sampling, testing and asbestos reports on file.
- List of Buildings and Addresses (Excel spreadsheet.)

#### **4.04 PROJECT MILESTONE DATES**

It is intended that the District will enter into this contract on or about January 17, 2019. Work is to be completed within six months of the issuance of a Notice to Proceed by this Department.

#### **4.05 REVIEW MEETINGS**

Design Review Meetings will be arranged, chaired and recorded in minutes by the Consultant for the presentation and discussion of the following topics and design deliverables:

**Kick-Off Meeting:** Attendees shall include the Consultant and SFMD.

**Progress Meetings:** Attendees shall include the Consultant and SFMD and shall occur upon the Consultants Completion of every 10 schools or one every 6 weeks.

**Additional Meetings:** The Consultant shall attend additional meetings with local government officials, the public, Board of Trustees and their representatives as requested by YPS and billed in accordance with the Consultants Hourly Rates as listed in Part 5.04

**4.06 ADDITIONAL SERVICES:** Additional services shall be provided if authorized or confirmed in writing by the YPS, and they shall be paid for by the YPS, in addition to the compensation for Basic Services, only as provided in a duly authorized written amendment to this agreement signed by an authorized representative of each of the parties. These services may or may not be related to the project described herein, as directed by the SFMD.

#### **4.07 DELIVERABLES:**

The Consultant will provide all deliverables in hardcopy and electronically in the programs in which they were created. This is to include but is not limited to:

- a) Two acceptable and completed hardcopies of the TSR and the AMP for each school within the LEA. The TSR will include audited and corrected District AutoCAD files of every floor plan with appropriate room numbering and space designation based on 2013 Space ID Floor Plans and 2015 Building Condition Floor Plans
- b) Executive Summary Report and Remediation Plan in PDF format with attached test results for each school.

**SCHEDULE B  
COST PROPOSAL**

**PART 5 -- FEE PROPOSAL**

**5.1 COMPENSATION FOR BASIC SERVICES**

For Basic Services as described in Part 4 the proposed compensation shall be the Total Project, Lump Sum as tabulated below:

PROPOSED FEE SCHEDULE			
BASIC SERVICES PART 5.1			
ITEM OF WORK	QUANTITY	UNIT COST	COMPENSATION
<b>ABERA TRIENNIAL INSPECTIONS &amp; REPORTS</b> (Includes research, inspections, printing, travel, lodging, meals, and etc.)	1	LUMP SUM	\$49,975.00
<b>ASBESTOS MANAGEMENT PLAN (AMP) UPDATES</b> (Includes printing, travel, lodging, meals, and etc.)	1	LUMP SUM	\$19,950.00
<b>SIX MONTH SURVEILLANCE AND SIX MONTH SURVEILLANCE TRAININGS</b> (Includes printing, travel, lodging, meals, and etc.)	1	LUMP SUM	\$7,850.00
<b>CREATE A DOCUMENT</b> in a biddable format with information compiled in the Management Plan for each school, listing the material in the category 1,2,4 which requires response actions for future possible bids. (Includes printing, travel, lodging, meals, and etc.)	1	LUMP SUM	\$24,495.00
<b>4.06 ADDITIONAL SERVICES</b> (Includes Sampling, Testing, & Reporting at Proposed Hourly Rates Article 5.04 & Unit Prices Article 5.05)	1	NECESSARY	\$50,000
<b>SUBTOTAL BASIC SERVICES COMPENSATION</b>			<b>\$152,270.00</b>

TOTAL SUM OF THIS PROPOSAL \_\_\_\_\_

One Hundred Fifty Two Thousand, Two Hundred Seventy \_\_\_\_\_ DOLLARS

  
(printed name of proposer)

LiRo Engineers, Inc. Architect or Engineer

**5.02 CONTRACT TERM**

The term of the agreement is 365 calendar days. This is not reflective of the milestone dates listed elsewhere.

**5.03 COMPENSATION FOR ADDITIONAL SERVICES**

For additional services of the Consultant, beyond the scope of work described herein, the Consultant shall be compensated per a negotiated lump sum or by a time and material basis as per the discretion of the YPS. See 5.04 Hourly Payment Rates for Various Titles.

**5.04 HOURLY PAYMENT RATES FOR VARIOUS TITLES**

The Consultant will be compensated for time and material work beyond the original scope of work at the rates proposed by the Consultant for each of the titles listed below:

Category	Ave. Direct Hourly Rate	Inc. Direct Personnel Multiplier <u>2.18</u>	Ave. Hourly Rate Charged (inc. O&P)
Sr. Principal	\$ <u>150.00</u>	\$ <u>CAP</u>	\$ <u>150.00</u>
Principal	\$ <u>145.00</u>	\$ <u>CAP</u>	\$ <u>145.00</u>
Associate	\$ <u>79.00</u>	\$ <u>93.22</u>	\$ <u>172.22</u>
Project Manager	\$ <u>59.00</u>	\$ <u>69.62</u>	\$ <u>128.62</u>
Architect (RA)	\$ <u>59.00</u>	\$ <u>69.62</u>	\$ <u>128.62</u>
Engineer (PE)	\$ <u>59.00</u>	\$ <u>69.62</u>	\$ <u>128.62</u>
Architect	\$ <u>47.50</u>	\$ <u>56.05</u>	\$ <u>103.55</u>
Engineer	\$ <u>47.50</u>	\$ <u>56.05</u>	\$ <u>103.55</u>
Asb. Inspector	\$ <u>34.50</u>	\$ <u>40.71</u>	\$ <u>72.21</u>
Asb. Mngmt. Plnr.	\$ <u>34.75</u>	\$ <u>41.00</u>	\$ <u>75.75</u>
Asb. Designer	\$ <u>34.75</u>	\$ <u>41.00</u>	\$ <u>75.75</u>
Sr. Cost Estimator	\$ <u>34.50</u>	\$ <u>40.71</u>	\$ <u>75.21</u>
Clerical Support	\$ <u>17.50</u>	\$ <u>20.65</u>	\$ <u>38.15</u>

All employees proposed for work under this contract must be labeled with one of the above titles in the proposal under 5.01.

**5.05 UNIT PRICES FOR VARIOUS LABORATORY TESTING OF ACBM**

The Consultant will be compensated for owner directed laboratory testing services at the proposed Unit Prices listed below:

<b>LABORATORY TESTING UNIT PRICES</b>	
<b>UNIT PRICE #1: SAMPLE ANALYSIS PLM FOR FRIABLE 24 HOUR TURNAROUND (Including Delivery and Pick Up to Lab)</b>	<b>\$7.00 /SAMPLE</b>
<b>UNIT PRICE #2: SAMPLE ANALYSIS PLM NON FRIABLE 24 HOUR TURNAROUND (Including Delivery to and Pick Up at Lab)</b>	<b>\$ 15.00 /SAMPLE</b>
<b>UNIT PRICE #3: SAMPLE ANALYSIS TEM BULK NON FRIABLE 24 HOUR TURNAROUND (Including Delivery to and Pick Up at Lab)</b>	<b>\$40.00 /SAMPLE</b>
<b>UNIT PRICE #4: SAMPLE ANALYSIS PLM FOR FRIABLE RUSH 3 HOUR TURNAROUND (Including Delivery and Pick Up to Lab)</b>	<b>\$ 18.00 /SAMPLE</b>
<b>UNIT PRICE #5: SAMPLE ANALYSIS PLM NON FRIABLE RUSH 12 HOUR TURNAROUND (Including Delivery to and Pick Up at Lab)</b>	<b>\$45.00 /SAMPLE</b>
<b>S UNIT PRICE #6: AMPLE ANALYSIS TEM BULK NON FRIABLE RUSH 12 HOUR TURNAROUND (Including Delivery to and Pick Up at Lab)</b>	<b>\$55.00 /SAMPLE</b>
<b>UNIT PRICE #7: SAMPLE ANALYSIS PCM 24 HOUR TURNAROUND</b>	<b>\$ 6.95 /SAMPLE</b>
<b>UNIT PRICE #8: SAMPLE ANALYSIS TEM AIR SAMPLES 24 HOUR TURNAROUND</b>	<b>\$45.00 /SAMPLE</b>
<b>UNIT PRICE #9: SAMPLE ANALYSIS TEM AIR SAMPLES RUSH TURNAROUND (3 HOURS)</b>	<b>\$ 85.00 /SAMPLE</b>
<b>UNIT PRICE #10: NY STATE DOL CERTIFIED INSPECTOR/ MANAGEMENT PLANNER 4 HOUR PERIOD</b>	<b>\$ 296.60/SAMPLE</b>
<b>UNIT PRICE #11: NY STATE DOL CERTIFIED ASBESTOS INSPECTOR 4 HOUR PERIOD</b>	<b>\$288.08/SAMPLE</b>

UNIT PRICE #12: VERMICULITE TESTING BY ELAP 198.8 - 10 DAY TAT ..... \$185.00/SAMPLE

**5.07 PAYMENTS**

Unless indicated otherwise, payments for services shall be billed and payable on a monthly basis. All requests for payment (requisitions) *must include the following*:

1. Cover letter on the Consultant's letterhead with original signature requesting payment. This letter must indicate:
  - a) YPS Contract No.
  - b) The Project Numbers being billed
  - c) Original contract amount
  - d) Contract amendments (if any) and revised contract amount
  - e) Requisition No.
  - f) The period of time covered by this requisition.
  - g) Invoice Numbers covered by this requisition.
  - h) Lists of attachments.
  - i) Summary of amount due for this requisition and amount left in contract.
2. Copy of Back-up receipts for reimbursables.
3. Invoice(s) showing amount(s) due for each project.
4. For Additional Work only: Time sheets signed by the employee being charged to the project counter-signed by his or her supervisor.



**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
**(Consultant)**

1. Prior to commencing work, the Consultant shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the City of Yonkers and the Yonkers School District, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Consultant and identify the Contract.

If at any time any of the policies required herein shall be or become unsatisfactory to the School District, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the School District, the Consultant shall upon notice to that effect from the School District, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Contract, at the election of the School District, 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 Contract, 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 and adjusted with the School District.

In the event that claims, for which the School District may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Contract, 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 School District.

2. The Consultant shall provide proof of the following coverage (if additional coverage is required for a specific Contract, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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 Yonkers, 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.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$500,000 for bodily injury and \$500,000 for property damage or a combined single limit of \$2,000,000 (c.s.l), naming the City of Yonkers and the School District as an additional insured. 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.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, the Consultant shall carry Professional Liability Insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to Yonkers.

(e) Without limiting or restricting the provisions of Section 8, the Consultant shall maintain (if required) Garage Policy of insurance, including, without limitation, the following coverage:  
Garage Liability Insurance including Product Liability, Contractual Liability and Completed Operations coverage, in an amount not less than \$1,000,000 combined single limit per occurrence;  
Garage Keepers Insurance in the amount not less than \$1,000,000 combined single limit per occurrence; and  
Excess Liability Insurance coverage in an amount not less than \$1,000,000 combined single limit per occurrence with a company or companies licensed in New York State with an A or better Best Rating

(f) 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:

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

(g) CONSTRUCTION INSURANCE

- i. For the construction, renovation or repair of bridges, viaducts or similar structures, the Consultant at his own cost and expense shall provide and maintain a "Bridge Builder's Risk Form, All Risk Insurance Contract," with flat premium endorsement, until the construction contract is accepted by the School District's Board of Education. The coverage shall be written for 100% of the completed value, covering the School District as the insured, with a deductible of not more than \$100, as recommended by the New York State Department of Insurance. The Consultant shall provide the original and duplicate policy to the School District (unless the School District shall accept, in lieu thereof, all contained endorsements including all applicable provisions and coverages).
- ii. Commercial Property Insurance covering at a minimum, the perils insured under the ISO Special Causes of Loss Form (CP 10 30), or a substitute form providing equivalent coverages, for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents or employees, staging towers and forms, and property of the School District held in their care, custody and/or control.
- iii. During the performance of the Construction Work, Restoration or Alteration, builder's risk completed value form covering the perils insured under the ISO special cases of loss form, including collapse, water damage, and transit and theft of building materials, with the deductible reasonable approved by the Senate, in non reporting form, covering the total value of work performed and equipment, supplies and materials at any off-site storage location used with respect to the Project.
- iv. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, the Consultant shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with the limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of

damage property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the School District arising from Consultants work.

- v. If the coverage is written on a claims-made policy, the Consultant warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage be maintained, or an extended discovery period exercised, for a period of not less than 2 years from the time of work under this contract is completed.
- vi. If the Contract includes disposal of materials from the job site, the Consultant must furnish to the School District, evidence of pollution legal liability insurance in the amount of \$1,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
- vii. The Consultant shall maintain, or if subcontracting professional services, shall certify that Subcontractors maintain, errors and omissions liability insurance with a limit of not less than \$1,00,000 per loss. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring or laboratory analyses. If coverage is written on a claims-made policy, the Consultant warrants that any applicable retroactive date precedes the effective date of this Contract, and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- viii. If autos are to be used for transporting hazardous materials, the Consultant shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

The Consultant shall require that any subcontractor hired, carry insurance with the same limits and provisions provided herein.

**(h) POLLUTION INSURANCE**

- i. The Consultant at his own cost and expense shall provide and maintain Contractors Pollution Liability coverage of \$5,000,000 per Occurrence and \$5,000,000 Aggregate, such aggregate must be applicable on a Per Project Basis. A Contractors Pollution or Environmental Liability Umbrella/Excess policy may be utilized to satisfy these limits.
- ii. Contractors Pollution Liability coverage should be written on an Occurrence Basis. Occurrence Coverage must be maintained for the duration of the project and for a period of three years after the completion of the contract. If written on a Claims Made Basis the policy must have a Retroactive date which is prior to the date of the Contract and it must have a claims reporting period of no less than three years.
- iii. Project Owner and all other parties required by the Contract shall be included as Additional Insureds on the policy on a primary and non-contributory basis for on-going and completed operations.
- iv. Coverage shall provide pollution liability coverage of no less than \$1,000,000 for: Transportation Pollution Liability Coverage Non-Owned Disposal Sites Contractors Pollution coverage

(i) OTHER PROVISIONS

- i. The Consultant is required to obtain and to maintain bonds and insurance outlined herein.
- ii. The bonds and insurance required for this Contract must be on forms acceptable to the School District and offered by insurers and sureties acceptable to the School District. The insurance and bonds for all New York contractors must be issued by New York authorized carriers and must comply with all requirements of New York Law and Regulation, and in the case of bonds, be in the exact form as provided in the bid and contract documents.
- iii. The School District, may at its discretion, and if approved by the City of Yonkers Law Department, accept letters of credit or custodial accounts in lieu of bonds and insurance requirements.
- iv. If at any time any of the foregoing bonds and policies shall be or become unsatisfactory to the School District, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the School District, the Consultant shall upon notice to that effect from the School District, promptly obtain a new policy, and submit the same to the School Facilities Management Executive Director. Upon failure of the Consultant to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the School District may be forthwith declared suspended, discontinued or terminated. Failure of the Consultant to take out and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Consultant from any liability be construed to conflict with or otherwise limit the obligations of the Consultant concerning indemnification.
- v. The Consultant shall be solely responsible for payment of all premiums for bonds and insurance contributing to satisfaction of the requirements herein, and shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not the School District of Yonkers is named as additional insured.
- vi. The School District reserves the right to increase or decrease the required insurance during the Contract.

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 School District or the City of Yonkers (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 School District or City of Yonkers is named as an insured, shall not apply to the School District or the City of Yonkers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the School District or City of Yonkers (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 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

1a. Legal Name & Address of Insured (use street address only) LIRO ENGINEERS, INC. 3 AERIAL WAY SYOSSET, NY 11791 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy) 1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 131974950

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Yonkers Yonkers Public Schools One Larkin Center Yonkers, NY 10701 3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL51613 3c. Policy effective period 10/01/2018 to 09/30/2019

4. Policy provides the following benefits: [X] A. Both disability and paid family leave benefits. [ ] B. Disability benefits only. [ ] C. Paid family leave benefits only. 5. Policy covers: [X] 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 3/4/2019 By [Signature] (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 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.





**Workers' Compensation Board**

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (use street address only)</b></p> <p>LRo Engineers, Inc. 3 Aerial Way, Syosset, NY 11791</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b></p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 13-1974950</p>
<p><b>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>City of Yonkers Yonkers Public Schools One Larkin Center Yonkers, NY 10701</p>	<p><b>3a. Name of Insurance Carrier</b> Zurich American Insurance Company</p> <p><b>3b. Policy Number of Entity Listed in Box "1a"</b> WC 5834597-06</p> <p><b>3c. Policy effective period</b> 11/01/2018 to 11/01/2019</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b>  <input checked="" type="checkbox"/> Included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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


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

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

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

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

Approved by: Connor Baker  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  3/04/2019  
(Signature) (Date)

Title: Account Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8900

**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.





ZURICH®

# Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO5834596-06	11/01/2018	11/01/2019	11/01/2018			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** LIRO ENGINEERS, INC.

**Address (including ZIP Code):**

3 AERIAL WAY

SYOSSET, NY 11791

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. 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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:**

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.



**C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:**

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

**D. For the purposes of the coverage provided by this endorsement:**

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

**Primary and Noncontributory Insurance**

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

- a. The additional insured is a Named Insured under such other insurance; and
  - b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.
2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

**E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.**

**F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

ANY PERSON OR ORGANIZATION THAT IS INSURED UNDER THIS POLICY AND REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH A NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

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

**The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

**SCHEDULE "D"**

**Questionnaire Regarding Business Enterprises Owned  
and Controlled by Persons of Color or Women**

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated. In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

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

- No
- Yes (as a business owned and controlled by persons of color)
- Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

- No
- Yes (as a MBE)
- Yes (as a WBE)

**If yes, official documentation of such certification must be attached hereto.**

3.

If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: N/A

4.

If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: N/A

5. Are you certified with the Federal Government as a small disadvantaged business concern?

- Yes
- No

6. Name of Firm/Business Enterprise:

LiRo Engineers, Inc.

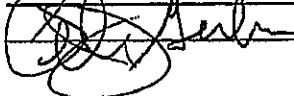
Address:

3 Aerial Way, Syosset, New York 11791

Completed By (Print Name/Title):

Peter J. Gerbasl, Senior Vice President

Signature:



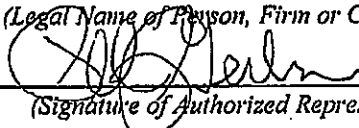
**SCHEDULE "E"**

**CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND**

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
  - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
  - (3) ban provocative religious or political emblems from the workplace;
  - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
  - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
  - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
  - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
  - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
  - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the City receives information that the Contractor is in violation of paragraph "A", the City shall review such information and give the Contractor opportunity to respond. If the City finds that such a violation has occurred, the City may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the City may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City the difference between the contract price for the uncompleted portion of this Agreement and the cost to the City of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City would have

paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City hereunder shall be in addition to, and not in lieu of, any rights and remedies the City has pursuant to this Agreement or by operation of law or in equity.

Agreed:

LiRo Engineers, Inc.  
*(Legal Name of Person, Firm or Corporation)*  
By:   
*(Signature of Authorized Representative)*  
Senior Vice President  
*(Title)*  
Dated: 11/21/18

**SCHEDULE "F"**  
**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

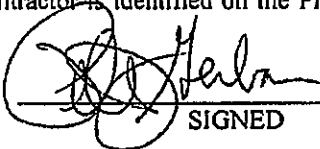
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

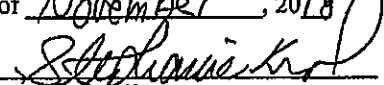
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Peter J. Gerbasi, being duly sworn, deposes and says that he/she is the Senior Vice President of the LiRo Engineers, Inc. Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

  
\_\_\_\_\_  
SIGNED

SWORN to before me this 21 day  
of November, 2018  
  
\_\_\_\_\_  
Notary Public

STEPHANIE KROL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01KR6216833  
Qualified in Nassau County  
My Commission Expires 01-25-2022

SCHEDULE "G"

**VENDOR BACKGROUND QUESTIONNAIRE – RFP No. 390**

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers.

Please complete the questionnaire carefully, answering all questions truthfully and accurately. Answers must be typewritten or printed in black or blue ink. If you need more space to answer a question, type or print the answer on company letterhead and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS.** Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

**GENERAL INFORMATION** Initial Application: YES  NO  Revision: YES  NO

1. Submitting Business Name LiRo Engineers, Inc.  
EIN/SSN 13-1974950  
Dun & Bradstreet # 00-716-7914  
"Doing Business As" Name(s), if any \_\_\_\_\_  
Business Address and date business 3 Aerial Way, Syosset, New York 11791  
located at this address November 5, 1984  
Other business addresses, if any (satellite SEE ATTACHMENT  
offices, plants, warehouses, branch offices \_\_\_\_\_  
headquarters, etc.) \_\_\_\_\_  
Mailing address, if different from above N/A  
\_\_\_\_\_  
Telephone Number 516-938-5476  
Fax Number 516-937-5421  
E-Mail gerbasip@liro.com  
Contact Person and Title Peter J. Gerbasl, Senior Vice President  
Company website www.liro.com

2. Does this business now, or has it in the past 10 years, used an EIN, SSN, Name, Trade Name or abbreviation other than those given in the above question? YES  NO  If YES, please provide details and explain: \_\_\_\_\_

3. Has this business changed address(es) in the past five years? YES  NO . If YES, please provide all complete former addresses: \_\_\_\_\_

4. a. Date business was formed April 28, 1925  
b. Date business was incorporated April 28, 1925

5. Type of Organization (Please circle one)  
 a. Business Corporation  
State/County in which incorporated New York / Nassau  
Name of individuals/entities incorporating business LiRo Engineers, Inc.  
b. Sole Proprietorship  
c. General Partnership/ Limited Partnership  
State or County where partnership certificate/agreement is filed \_\_\_\_\_  
d. Joint Venture  
e. Non Profit  
f. Not for Profit  
g. Other (Explain) \_\_\_\_\_

6. **Type of Business (Please circle one)**
- a. Manufacturing
  - b. Distribution
  - c. Retail
  - d. Commercial Service
  - e. Professional Service, Non Construction, Non-Law
  - f. Bank
  - g. Construction Manager
  - h. Architect
  - i. Engineer
  - j. General Contractor
  - k. Consultant (Specify) \_\_\_\_\_
  - l. Laboratory Testing and Analysis
  - m. Law Firm
  - n. Other (Explain) \_\_\_\_\_
7. Has this business been certified by a government entity (SBA, NYC, etc.) as a Minority Business, Women-Owned Business, Disadvantaged Business or Small Business Enterprise? YES , NO . If YES, please explain. \_\_\_\_\_
- a. Do you perform outreach to any of these Enterprises to perform subcontracting work? YES , NO
- b. Will you use one of these Enterprises as a subcontractor on work performed for the City of Yonkers? YES , NO  If YES, explain. AmeriSci of New York is a NYS MBE that will be utilized to provide analytical laboratory services for this contract. \_\_\_\_\_

**BUSINESS HISTORY**

8. Was this business purchased as an existing business by its present owners? YES , NO . If YES, please provide date of purchase and name(s) of previous owner(s).  
October 1997 - John J. Kassner \_\_\_\_\_
9. Does this business own , rent , or lease  its office facilities? (Please check one). If leased or rented, please provide name, address, and telephone number of building owner/ landlord.  
See attached \_\_\_\_\_
10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? YES , NO  If YES, please provide the name and address of the other entity and nature of relationship to this business.  
See attached \_\_\_\_\_
11. Will this business use or occupy any real property, other than the addresses listed in response to Question 1., to carry out the terms of any contract you may receive from the City of Yonkers? YES , NO . If YES, please provide details and explain.  
\_\_\_\_\_



**BUSINESS PRINCIPALS**

12. For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

See attached.

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13. Number of Employees 927

14. Is this business now or has it been in the last five years a subsidiary of another business? YES  , NO . In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? YES  , NO . If YES, please provide details and explain.

See attached

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15. Has this business or any other business listed in response to question 14 pledged or hypothecated 5% or more of its stock to another business or to an individual to guarantee payment for a debt or obligation? YES  , NO . If YES, please provide details and explain.

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16. Is this business or any business listed in response to question 14 now or has it been in the last five years:

a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary? YES  , NO  James LaSala & Associates, DAI, Inc. and DiGiorgio Associates, Inc.

b. A vendor of or contractor to the City of Yonkers? YES  , NO

c. A subcontractor on any contract with the City of Yonkers? YES  , NO .

If YES to any above, please provide details and explain. City Contracts 2014513672, 2017 00000330  
Yonkers Public Schools Contract 618430

17. Are any of the persons listed in answer to question 12 now or have been in the past, elected or appointed officials or officers or employees of the City of Yonkers? YES  , NO . If YES, please provide details and explain.

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18. Has this business or any business listed in response to question 14 at present or has it ever been:

a. Debarred by any agency\* from entering contracts? YES  , NO .

b. Found not responsible by any government agency? YES  , NO .

c. Declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? YES  , NO .

d. Suspended by any government agency from entering any contract with it? YES  , NO .

e. Party to any action pending that could formally debar or otherwise effect this business' ability to bid or propose on contracts? YES  , NO .

f. A respondent before the Grand Jury or any Federal, State or City Board? YES  , NO

- g. Unable to execute a contract with a government agency because it could not provide the required security or obtain a surety bond? YES , NO .
- h. Required to pay liquidated damages on a contract? YES , NO .
- i. In default on any obligation to, or subject to any unsatisfied judgment or lien obtained by a government agency, including judgments based on taxes owed? YES , NO .
- j. Filed a bankruptcy petition or been subject to any involuntary bankruptcy proceedings? YES , NO .
- k. Subject of termination for cause or revocation of permits, licenses, concessions, franchises, or leases? YES , NO .
- l. Subject of a criminal investigation\*\* or civil anti-trust investigation by any Federal, State or Local prosecutorial or investigative agency? YES , NO .
- m. Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.) YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 18, please provide details including dates, agency/entity names, and disposition See attached

- \* Government agency includes City, State and Federal Public Agencies, quasi-public agencies, authorities and corporations, public development corporations and local development corporations.
- \*\* An investigation includes an appearance before a grand jury by a person or representatives of a business entity, any oral or written inquiry, or review of documents by a public agency, temporary commission or other investigative body, or questioning concerning the general operation or a specific project or activities of business entity or the activities of a person.

19. In the last five years, have any of the persons listed in response to question 12:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES , NO .
  - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument? YES , NO .
  - c. Been convicted, after trial or by plea, of any felony under State or Federal Law? YES , NO .
  - d. Been convicted of any misdemeanor involving business-related crimes? YES , NO .
  - e. Entered a plea of nolo contendere in a legal proceeding? YES , NO .
  - f. Entered a consent decree? YES , NO .
  - g. Been granted immunity from prosecution for any business-related conduct constituting a crime under State or Federal Law? YES , NO .

If you answered YES TO ANY OF THE QUESTIONS IN ITEM 19, please provide details including dates, agency/entity names, and disposition on company letterhead.

20. Has any person listed in response to question 12 been employed by or affiliated with any person or business that has:
- a. Been the subject of an investigation involving any alleged violation of criminal law? YES , NO .
  - b. Been arrested, indicted or named as an unindicted co-conspirator in any indictment or other legal instrument YES , NO .
  - c. Been convicted, after trial or by plea, of any felony under State or Federal Law?

YES , NO .

- d. Been convicted of any misdemeanor involving business-related crimes? YES , NO
- e. Entered a plea of nolo contendere in a legal proceeding? YES , NO .
- f. Entered a consent decree? YES , NO .
- g. Been granted immunity from prosecution for any business -- related conduct constituting a crime under State or Federal Law? YES , NO .

**If you answered YES TO ANY OF THE QUESTIONS IN ITEM 20, please provide details including dates, agency/entity names, and disposition on company letterhead.**

21. Has this or any business listed in response to question 14 or any person listed in response to question 12 failed to pay any applicable Federal, State or Local government taxes for the past five years? YES , NO . If YES, explain

\_\_\_\_\_

22. In the past five years, has this or any business listed in response to question 14 or any person listed in response to question 12 committed any act of collusion, bid rigging or price fixing in submitting a competitive bid? YES , NO .
- If YES, explain \_\_\_\_\_

\_\_\_\_\_

23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.

<u>Jurisdiction</u>	<u>Trade Category</u>
<u>New York</u>	<u>Professional Services</u>

24. Pursuant to Executive Order No 6-2013, "delinquent Contractors shall not be deemed responsible bidders for purposes of awarding contract. It is the policy of the City of Yonkers to disqualify persons or business entities which are delinquent in financial obligations to the City or its affiliated agencies, boards or commissions from participating in City contracts and business opportunities." Is the Contractor currently delinquent in its financial obligations to the City or its affiliated agencies, boards or commissioners? YES , NO .
- If YES, explain \_\_\_\_\_

\_\_\_\_\_

25. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers? YES  NO

If "Yes," please list the address of each property.

\_\_\_\_\_

**CERTIFICATION**

A materially false statement willfully or fraudulently made in connection with this questionnaire is sufficient cause for rendering the business entity not responsible with respect to the present bid or proposal and future bids or proposals, and in addition, may subject the person and/or entity making the false statement to criminal charges, including but not limited to New York State Penal Law sections 175.35 (Offering a false statement for filing) and 210.40 (Sworn false statement) and/or Title 18 U.S.C. sections 1001 (False or fraudulent statement) and 1341 (Mail fraud).

I, Peter J. Gerbasi, being duly sworn, state that I am the  
Print or Type Name of Bidder/Proposer Authorized Representative  
Senior Vice President of LiRo Engineers, Inc., and Print  
or Type Title of Bidder/Proposer Authorized Representative    Print or Type Name of Entity  
Submitting Bid/Proposal

I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

I will notify the City of Yonkers in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of any contract with the City.

I acknowledge that the City of Yonkers may, by means it deems appropriate, determine the accuracy and truth of the statements made in this questionnaire.

I recognize that all information submitted is for the express purpose of inducing the City to enter a contract with the submitting business entity.

I authorize the City to contact any entity or person named in this questionnaire, for purposes of verifying the information submitted.

  
\_\_\_\_\_  
Signature of Bidder/Proposer Authorized Representative

STATE OF NY

COUNTY OF Nassau ss:

On the 21 day of November, in the year 2018, before me personally came  
Peter Gerbasi, PE, to me known and known to me to be the person  
Print or Type Name of Bidder/Proposer Authorized Representative

described in and who executed the foregoing instrument, and he/she duly acknowledged that he/she executed the same.

  
\_\_\_\_\_  
Notary Public

Place Notary Public Stamp Here:

STEPHANIE KROL  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01KR6216833  
Qualified in Nassau County  
My Commission Expires 01-25-2022

# VENDOR BACKGROUND QUESTIONNAIRE

## ATTACHMENT

### 1. Other business addresses, if any (satellite offices, plants, warehouses, branch offices, headquarters, etc.)

**Corporate Headquarters**  
3 Aerial Way  
Syosset, New York 11791

**New York City Office**  
One State Street Plaza, 28<sup>th</sup> Fl  
New York, NY 10004

**Buffalo Office**  
690 Delaware Avenue  
Buffalo, NY 14209

**Mineola Office**  
235 East Jericho Turnpike  
Mineola, NY 11501

**Queens Office**  
141-07 20th Avenue  
Suite 503  
Whitestone, NY 11357

**Build It Back - Brooklyn**  
1380 Rockaway Pkwy  
Brooklyn, NY 11236

**Brooklyn Office**  
703 Lorimer Street  
Brooklyn, NY 11211

**Hicksville Office**  
100 Duffy Avenue, Suite 402  
Hicksville, NY 11801

**Rochester Office**  
85 Allen Street, Suite 300  
Rochester, NY 14608

**New Jersey Office**  
101 Hudson Street, 21st Flr  
Jersey City, NJ 07302

**Pennsylvania Office**  
538 Spruce Street, Suite 506  
Scranton, PA 18503

**Connecticut Office**  
Soundview Plaza, Suite 700R  
1266 E Main Street  
Stamford, CT 06902

**Los Angeles Office**  
3435 Wilshire Blvd. Suite 2050  
Los Angeles, CA 90010

**James, LaSala & Associates**  
761-80 Coates Avenue  
Holbrook, NY 11741

**DiGiorgio Associates Inc.**  
**Monitor Builders Inc.**  
**DAI, Inc.**  
Main Office:  
529 Main Street  
Suite 3303  
Boston, MA 02129  
Satellite Office:  
500 Washington Avenue  
Portland, ME 04103

### 9. Does this business own, rent, or lease its office facilities? If leased or rented, please provide name, address, and telephone number of building owner/landlord.

LiRo rents its office space located at 3 Aerial Way, Syosset, NY 11791 from 6 Aerial Way Realty Corp.

LiRo also rents its office space at One State Street Plaza, New York, NY 10004 from The Wolfson Group, One State Street Plaza, 29th Floor, New York, NY 10004

LiRo also rents its office space 235 East Jericho Turnpike, Mineola, NY 11501 from TJT Realty, LLC-Series 1, 3 Aerial Way, Syosset, NY 11791

LiRo also rents its office space at 690 Delaware Avenue, Buffalo, NY 14209 from The Pratt Realty Corp., 690 Delaware Avenue, Buffalo, NY 14209

### 10. Does this business share office space, staff, equipment, or expenses with any other business or not-for-profit organization? If yes, please provide the name and address of the other entity and nature of relationship to this business.

Yes, LiRo Engineers, Inc. shares office space, staff, equipment, and expenses with all of the following LiRo entities, all owned by Rocco L. Trotta, PE:

Federal ID No.	Firm/Company Name	Firm/Company Address
11-3205660	LiRo Program and Construction Management, PE P.C.	3 Aerial Way Syosset, NY 11791
11-2720418	LiRo GIS & Survey, P.C.	3 Aerial Way Syosset, NY 11791
13-3119887	LiRo Architects + Planners, P.C.	One State Street Plaza, 28 <sup>th</sup> Fl. New York, NY 10004
11-3579249	LiRo Architects & Engineers West, P.C.	One State Street Plaza, 28 <sup>th</sup> Fl. New York, NY 10004
41-2249341	LiRo Architects & Engineers, P.C (Connecticut)	One State Street Plaza, 28 <sup>th</sup> Fl. New York, NY 10004
26-4196338	LiRo Architects & Engineers, P.C. (Pennsylvania)	One State Street Plaza, 28 <sup>th</sup> Fl. New York, NY 10004
27-0705040	LiRo Program and Construction Management, Inc.	3 Aerial Way Syosset, NY 11791
27-3666134	LiRo Constructors, Inc.	3 Aerial Way Syosset, NY 11791
83-1849460	RLT Engineering, Geology, and Land Surveying, P.C.	3 Aerial Way Syosset, NY 11791

12 For all proprietors, partners, directors, officers, shareholders of 5% or more of the businesses' issued stock, any manager or individual who takes part in overall policy making or financial decisions for the business, and any person in a position to control or direct the businesses' overall operations, please provide name, home address, date of birth, social security number, title, percentage of ownership, and business telephone number.

Name	Address	DOB	Title	Percentage Ownership	Phone Number
Rocco L. Trotta	195 Feeks Lane, Lattingtown, NY 11560	8/16/47	Chairman	100	516-938-5476
Luis Tormenta	515 Oakhurst Road, Mamaroneck, NY 10543	2/2/59	CEO and Vice Chairman	0	516-938-5476
Lawrence Roberts	20 Whitman Road, Great Neck, NY 11023	4/3/51	Sr Vice President, CFO	0	516-938-5476
Michael Burton	106 Random Farms Drive, Chappaqua, NY 10514	8/1/62	SVP & National Operations Manager	0	516-938-5476
Michael Bailey	23 Cobblers Lane, Dix Hills, NY 11746	6/6/62	Sr. Vice President	0	516-938-5476
Peter Gerbasi	25 Heyward Lane, Rockville Centre, NY 11570	3/19/63	Sr. Vice President	0	516-938-5476
Robert Kreuzer	16 Hemlock Hill Road, Orchard Park, NY 14127	9/20/61	Sr. Vice President	0	516-938-5476
Alfred C. Bereche	49 Wintercross Lane, East Northport, NY 11731	11/20/64	Sr. Vice President	0	516-938-5476
Lawrence Blond	30 Martin Place, Syosset, NY 11791	2/8/57	Sr. Vice President	0	516-938-5476

Robert Hutteman	6879 Fairville Station Road, Newark, NY 14513	9/22/65	Sr. Associate Vice President	0	516-938-5476
Michael Smith	3 Rowley Dr., Northport, NY 11768	11/6/78	Vice President	0	516-938-5476
Joseph Grant	310 Reservoir Rd, Middletown, NY 10940	9/9/70	Vice President	0	516-938-5476

**14. Is this business now or has it been in the last five years a subsidiary of another business?**

**In this period, has another business been a partner in this business, or has another business been affiliated with this business through common ownership, management or agreement, or has another business owned 5% or more of this business? If YES, please provide details and explain.**

The following entities are affiliates of the submitting vendor through common ownership by Rocco L. Trotta, PE

**Common officers for all LiRo entities are:**

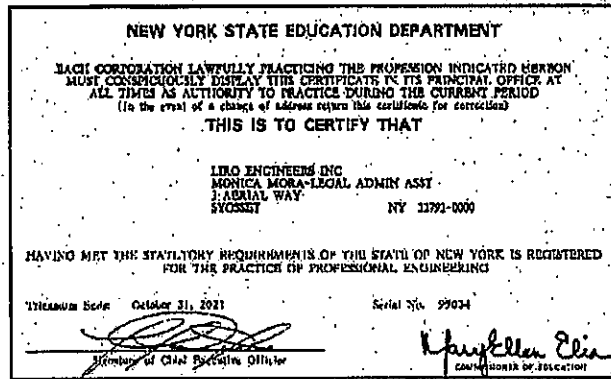
- Rocco L. Trotta, PE, Chairman
- Luis M. Tormenta, PE, CEO and Vice Chairman
- Michael Burton, PE, Senior Vice President

LiRo Program and Construction Management, PE P.C. EIN: 11-3205660 Type of Business: For profit 3 Aerial Way, Syosset, NY 11791 Telephone: (516) 938-5476; Fax: (516) 938-5491	LiRo Architects & Engineers, P.C. (Connecticut) EIN: 41-2249341 Type of Business: For profit One State Street Plaza, 28 <sup>th</sup> Fl., New York, NY 10004 Telephone: 212-563-0280; Fax: 212-563-1841
LiRo Architects + Planners, P.C. EIN: 13-3119887 Type of Business: For profit One State Street Plaza, 28 <sup>th</sup> Fl., New York, NY 10004 Telephone: 212-563-0280; Fax: 212-563-1841	LiRo Constructors, Inc. EIN: 27-3666134 Type of Business: For profit 3 Aerial Way, Syosset, NY 11791 Telephone: 516-938-5476; Fax: 516-938-5491
LiRo GIS & Survey, P.C. EIN: 11-2720418 Type of Business: For profit 3 Aerial Way, Syosset, NY 11791 Telephone: 516-938-5476; Fax: 516-938-5491	LiRo Architects + Engineers, P.C (Pennsylvania) EIN: 26-4196338 Type of Business: For profit One State Street Plaza, 28 <sup>th</sup> Fl., New York, NY 10004 Telephone: 212-563-0280; Fax: 212-563-1841
LiRo Architects & Engineers West, P.C. (New Jersey) EIN: 11-3579249 Type of Business: For profit One State Street Plaza, 28 <sup>th</sup> Fl., New York, NY 10004 Telephone: 212-563-0280; Fax: 212-563-1841	LiRo Program and Construction Management, Inc. (California) EIN: 27-0705040 Type of Business: For profit 3 Aerial Way, Syosset, NY 11791 Telephone: 516-938-5476 Fax: 516-938-5491
Monitor Builders Inc. EIN 04-3006533 Type of Business: For profit 529 Main Street, Ste. 3303, Boston, MA 02129 Telephone: 617-523-9300	James, LaSala & Associates EIN: 14-1817878 Type of Business: For profit 761-80 Coates Avenue, Holbrook, NY 11741 Telephone: 631-592-2600 Fax: 631-232-1536
DiGiorgio Associates Inc. EIN 04-2842901 Type of Business: For profit 529 Main Street, Ste. 3303, Boston, MA 02129 Telephone: 617-723-7100	DAI, Inc. EIN 14-1838455 Type of Business: For profit 529 Main Street, Ste. 3303, Boston, MA 02129 Telephone: 617-723-7100
RLT Engineering, Geology and Land Surveying, P.C. EIN 83-1849460 3 Aerial Way, Syosset, NY 11791 Telephone: 516-938-5476 Fax: 516-938-5491	

**18m) Subject of an investigation by any government agency, including regulatory agencies (Security Exchange Commissions, Federal Communications Commission, Department of Consumer Affairs, etc.)**

NYCHA Roofing: In December, 2013, LiRo Program and Construction Management, PE P.C. (LiRo) received a Civil Investigation Demand ("CID") pursuant to the False Claims Act from the United States Attorney's Office seeking information regarding a NYCHA roofing project. LiRo served as the construction manager for this project, which was completed in 2011. In April, 2014, LiRo was informed that the US Attorney closed its investigation and did not find any improper conduct on the part of LiRo. This matter is now closed.

**23. Licensing: List jurisdiction and trade categories in which your organization is legally qualified to do business (if applicable), and attach legible copies of registrations and/or licenses.**





**SCHEDULE "H"**  
**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the City of Yonkers and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the City of Yonkers for the required services. The undersigned agrees and understands that the City of Yonkers is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the City of Yonkers, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the City of Yonkers and approved by the Office of the Corporation Counsel.

It is understood and agreed that the City of Yonkers reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the City of Yonkers reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the City of Yonkers is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

LiRo Engineers, Inc.

\_\_\_\_\_  
*(Legal Name of Person, Firm or Corporation)*

By: \_\_\_\_\_

  
*(Signature of Authorized Representative)*

Senior Vice President

\_\_\_\_\_  
*(Title)*

Dated: \_\_\_\_\_

11/21/18

## SCHEDULE "I"

*Bid Addendum for Projects receiving any Federal Financial Assistance, including Grant Funding*

### City of Yonkers Standard Title VI/Non-Discrimination Assurances

*The City of Yonkers (the "City"), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.*

By executing a contract with the City, the bidder, agrees that it is subject to and will comply with all applicable provisions of the following:

#### **Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (the "Civil Rights Act"), 42 U.S.C. § 2000d *et seq.*, 78 stat. 252, which prohibits discrimination on the basis of race, color, national origin;
- 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs of the Department Of Transportation ("DOT")-Effectuation of Title VI of the Civil Rights Act*);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act);

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

#### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the bidder hereby gives assurance that it will promptly take any measures necessary to ensure that:

*No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which Federal financial assistance is received.*

During the performance of any contract, the contractor, for itself, its assignees, and successors in interest and consultants (hereinafter referred to as the "contractor") agrees as follows:

**1. Compliance with Regulations:** The contractor will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. DOT, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the Consultant's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

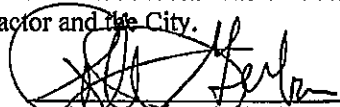
**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other appropriate governmental entity, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the City or other appropriate governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or other appropriate governmental entity may determine to be proper, including, but not limited to:

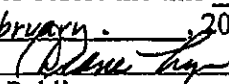
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the City or other appropriate governmental entity may direct as a means of enforcing such provisions including sanctions for noncompliance. It is the intent and understanding of the parties that each and every provision required to by law or as a result of grant funding shall be and is inserted herein. Furthermore, it is hereby stipulated that if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then every such provision is hereby deemed correctly incorporated herein by reference. If the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

I acknowledge and agreement that the terms of this addendum will be deemed incorporated by reference into any agreement entered into between the contractor and the City.



Name: Peter J. Gerbasi  
Title: Senior Vice President - EBU  
Date: 2/25/19

Sworn to before me this 25<sup>th</sup> day of  
February, 2019  
  
Notary Public

DIANA LYN  
NOTARY PUBLIC, State of New York  
No. 01LY6334375  
Qualified in Nassau County  
Commission Expires December 14, 2019

**SCHEDULE "J"**

**INTENTIONALLY REMOVED**