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**EMERGENCY DECLARATION
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT - 2023-00001059**

This EMERGENCY DECLARATION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (the "Agreement") is made and entered into this 9th th day of March in 2023 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, ("School District" and/or "YPS") and **STRUCTURAL CONTRACTING SERVICES, INC.**, located at 100 Pearl Street, MT. Vernon, NY, hereinafter called the "Contractor";

WITNESSETH:

WHEREAS YPS desires to obtain the services of Contractor to provide emergency work as indicated below, and WHEREAS, it is acknowledged and agreed that pursuant to the terms of that certain intermunicipal agreement ("IMA") by and between YPS, acting by through its Board of Education ("BOE") and the City of Yonkers ("City") as filed in the Office of the City Clerk on June 16, 2014, the terms of the agreement are subject to review and revision by the City's Corporation Counsel, as well as approval, if applicable, by the City's Board of Contract and Supply ("BOCS");

That the YPS and the Contractor for the consideration stated herein mutually agree as follows:

1. Description of Work. Contractor shall and will well and sufficiently furnish and provide all the labor, materials and equipment required for the following Emergency Declaration project:
Concrete Removal, Mobilize men and equipment to site, Furnish and install temporary debris protection over existing floor and wall mounted equipment as necessary, Hammer sound and mark out the underside of the existing parking area structural slab (approximately 2,300 SF) to locate the extent of delamination, Remove all loose and de-bonded concrete from the underside of the slab using lump hammers and/or electric shipping hammers, Remove and dispose all concrete debris that was generated by this work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents including all addenda thereto, if any, all as prepared by the City of Yonkers, New York.
2. Indemnification. Contractor agrees to protect, defend, indemnify, and hold the School District, the City of Yonkers, and the Yonkers Board of Education and their employees/agents free and harmless from and against any and all losses, claims, liens, demands and causes of action of every kind and character. This includes the amount of judgments, penalties, interest, court cost(s) and legal fees incurred by the School District, Yonkers Board of Education, and the City of Yonkers in defense of same arising in favor of claims, liens, debts, and/or personal injuries sustained by employees of the School District, Yonkers Board of Education, and the City of Yonkers, from death or damage to property, including property of the School District, Yonkers Board of Education, and the City of Yonkers, and, without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to the following work being performed by the Contractor:

Contractor, at their expense, agrees to investigate, handle, respond to, provide the defense for and defend any claim made against the School District, Yonkers Board of Education, and the City of Yonkers of for which it is, in whole or part, liable and it agrees to bear all cost and expenses related thereto, including attorney's fees and costs even if such claim is groundless, false or fraudulent. Contractor further agrees to procure and maintain insurance naming the School District, Yonkers Board of Education, and the City of Yonkers as additional insured (including without

- 3) will permit the City to have access to all relevant books, records and accounts for the purposes of investigation to ascertain compliance with such requirements.
 - 4) The Contractor understands that in the event of its noncompliance with the nondiscrimination clauses of this Contract or with any such requirements, such noncompliance shall constitute a material breach of this Contract. The Contractor further understands that, as provided in Section 220-e of the Labor Law, as amended, there may be deducted from the amount payable to it by the City under this Contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which said person was discriminated against or intimidated by reason of race, creed, color, disability, sex, or national origin in violation of the provisions of this contract. The City may impose any or all of the following sanctions:
 - a) disapproval of the Contractor;
 - b) suspension or termination of this Contract;
 - c) declaring the Contractor in default; or
 - d) adoption and adherence to an employment program.
 - 5) The Contractor understands that, as provided in Section 220-e of the Labor Law, as amended, this Contract may be cancelled or terminated by the City, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this Contract with regard to discrimination on the basis of race, creed, color, disability, sex or national origin. The City may declare any contractor who has repeatedly failed to comply with Section 220-e of the Labor Law non-responsible.
5. No Claim Against Officials, Officers, Agents or Employees. The Contractor agrees that no claim whatsoever shall be made by the Contractor against any official, officer, agent, or employee of the School District, City of Yonkers, and/or Yonkers Board of Education for, or on account of, anything done or omitted to be done in connection with this Contract.

IN WITNESS WHEREOF, the School District and the Contractor have caused this Agreement to be executed.

SCHOOL DISTRICT

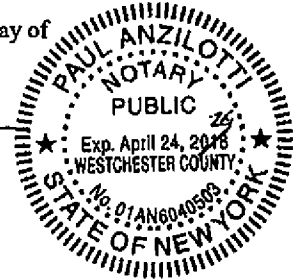
By: [Signature]
 Name: Dr. Edwin M. Quezada BG
 Title: Superintendent
 Date: 3/9/23

By: [Signature]
 Name: Roy, Steve Lopez BG
 Title: President
 Date: 3/9/23

STRUCTURAL CONTRACTING SERVICES, INC.

By: [Signature]
 Name: Robert Anzilotti
 Title: President
 Date: March 9, 2023

Sworn to before me this 9th day of
 March 2023.
[Signature]
 Notary Public



APPROVED AS TO FORM

[Signature]
 Yonkers Senior Associate Counsel

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

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

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

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

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

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

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

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

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

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

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

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

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

STRUCTURAL CONTRACTING SERVICES, INC.

PROPOSAL NO.0227233261-A

March 3, 2023

Mr. Minaz David
Yonkers Public Schools
One Larkin Center
Yonkers, NY 10701

Re: Storage Area Renovations
Martin Luther King Elementary School

Dear Mr. David,

SCS proposes with its standard techniques and procedures to furnish necessary labor, material, and equipment to perform work at the above referenced location as follows:

A. Scope of work:

1. Concrete Removal:
 - a. Mobilize men and equipment to the site.
 - b. Furnish an install temporary debris protection over existing floor and wall mounted equipment as necessary.
 - c. Hammer sound and mark out the underside of the existing parking area structural slab (approximately 2,300 SF) to locate the extent of delamination.
 - d. Remove all loose and de-bonded concrete from the underside of the slab using lump hammers and/or electric shipping hammers.
 - e. Remove and dispose all concrete debris that was generated by this work.

B. The following to be provided by Yonkers Public Schools at no cost to SCS:

1. Work permit fees, if required.
2. Access to the work area in one mobilization.
3. Full closure of the work area to the public.
4. 110/220-volt electric power.
5. Potable water.
6. Parking for service vehicles.
7. Testing and inspection, as required.
8. On-site storage area for tools and equipment.
9. Removal/relocation of existing electrical, plumbing, mechanical equipment as necessary.
10. Payment of sales tax, as applicable.

C. Exclusions:

1. Sales tax.
2. Permit fees.



(914) 668-5812
FAX (914) 699-5983

100 PEARL STREET · MT. VERNON, NY 10550-1725

- 3. Bonds.
- 4. Controlled inspections, testing/inspection fees.
- 5. Removal of hazardous or contaminated materials.
- 6. Winter heat or cold-weather protection.
- 7. The cost to repair any hidden/buried items that cannot be accurately located and are damaged by our work or any consequential damages that may arise from this damage.

D. Price:

- 1. Concrete Removal: \$ 49,500

** The estimated cost is based on the listed quantities of repair. The final cost will be based on the actual amount of work performed as directed by the Yonkers Public Schools.*

~~**E. Payment Terms:**~~

- ~~1. A 20% deposit is due upon signing of this proposal. Subsequent invoices shall be submitted monthly and paid within fourteen (14) days with no retainage.~~

| |
|-----------------|
| MD: 3/3/2023 |
|-----------------|

F. Schedule:

- 1. To be determined upon acceptance of this proposal (Mon-Fri, 7:00 AM – 3:30 PM).

G. Expiration

- 1. This proposal may be withdrawn if not accepted within sixty (60) days from the date of this proposal.

Sincerely,
STRUCTURAL CONTRACTING SERVICES, INC.

Paul Anzilotti

Paul Anzilotti
Estimator

ACCEPTANCE OF PROPOSAL: The above conditions, procedures, price and General Conditions are hereby accepted. You are authorized to proceed to do this work and payment will be as stated above.

ACCEPTED: Yonkers Public Schools

Authorized Signature

Name, Title

Date



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

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
STRUCTURAL CONTRACTING SERVICES INC
100 PEARL STREET
MOUNT VERNON, NY 10550
1b. Business Telephone Number of Insured
914-668-5812
1c. Federal Employer Identification Number of Insured or Social Security Number
133751634
2. Name and Address of Entity Requesting Proof of Coverage
City of Yonkers; Yonkers City School District
One Larkin Plaza
Yonkers, NY 10701
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL655699
3c. Policy effective period
01/01/2023 to 12/31/2023

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 3/8/2023 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 emailed to PAU@wcb.ny.gov or it can 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 4B, 4C or 5B have 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(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed _____ By _____
[Signature of Authorized NYS Workers' Compensation Board Employee]
Telephone Number _____ Name and Title _____

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



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed 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 cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

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

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

| | |
|--|---|
| <p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Structural Contracting Services Inc 100 Pearl St Mount Vernon NY 10550</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</small></p> | <p>1b. Business Telephone Number of Insured 914-668-5812</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 13-3751634</p> |
| <p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Yonkers Yonkers City School District One Larkin Center Yonkers NY 10701</p> | <p>3a. Name of Insurance Carrier AmTrust Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" KWC1281750</p> <p>3c. Policy effective period 4/1/22 to 4/1/23</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" 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.**

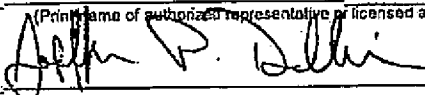
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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: Jeffrey P. Deldin
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  3/8/23
(Signature) (Date)

Title: World Insurance Associates, LLC.

Telephone Number of authorized representative or licensed agent of Insurance carrier: 845-279-5151

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

Workers' Compensation Law

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

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