

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

NON ACADEMIC PROFESSIONAL SERVICES

CONTRACT NUMBER 2022-00000818

THIS CONTRACT, made the 30th day of August, 2022

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 Three Aerial Way, Syosset, NY 11791 Federal ID No. 13-1974950 (the "Consultant").

W I T N E S S E T H

WHEREAS, the City desires to obtain Professional Environmental Services for the School District of Yonkers' Schools Facilities 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 **Professional Environmental Services** as needed, (the “Work”) on an ‘as needed’ basis as more fully described in its proposal dated **April 8, 2022**, 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 “**RFQ-460 Professional Environmental Services**”, due **April 11, 2022**, 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 **Executive Director of Schools Facilities**, or his/her designee (the “Director”).

SECOND. The term of this Contract shall commence **May 26, 2022** and terminate on **May 25, 2025**. 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. The contract award includes two options to renew, each for additional one-year periods.

THIRD. For the Work to be performed pursuant to Paragraph “FIRST,” the Consultant shall be paid an amount not to exceed **ONE MILLION (\$1,000,000.00) 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 31st 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 identity, 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 without limitation, as follows:

- All School District policies, practices and procedures;
- New York State Education Law and New York State Education Department (“NYSED”) requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the Commissioner of Education. Consultant is responsible for all NYSED compliance filings, if any;
- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);

- The requirements of New York Education Law § 2-d and any and all applicable regulations including 8 NYCRR Part 121;
- New York State Technology Law § 208;
- The SHIELD Act (Ch. 117 of the Laws of 2019);
- All labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings;
- The City's and the State of New York's civil rights ordinances;
- 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 Orders 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086;
- 41 CFR § 60-1.4;
- The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148);
- The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)
- The Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387); and
- The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

Consultant and any sub-Consultants and/or employees shall obtain and hold in good-standing all necessary licenses, permits, and/or approvals required to comply with all laws, codes, or regulations relating to the Services being provided and shall maintain and produce records of these licenses, permits, and approvals for the School District upon request.

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 Schools Facilities

with copies to:

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

To the Consultant:

Liro Engineers, Inc.
Three 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 Vendor Background Questionnaire and attached hereto as Schedule "G". 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 "F", 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 "H" 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 and the New York State Parents’ Bill of Rights, both 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: 

Name: Dr. Edwin M. Quezada
Title: Superintendent

8/24/22 BG

YONKERS BOARD OF EDUCATION

By: 

Name: Rev. Steve Lopez
Title: President


8/30/22 BG

LIRO ENGINEERS, INC.

By: 

Name: Peter J. Gerbasi, PE
Title: Senior Vice President

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:	May 26, 2022
DATE OF B.O.E.. APPROVAL:	May 18, 2022, Resolution No. 18.13
PURCHASING CONTACT- BUYER:	alex.schenck@YonkersNY.gov

CERTIFICATE OF AUTHORITY
(CORPORATION)

I, Joseph Massa,
(Officer other than officer signing contract)

certify that I am the Executive Vice President and COO of
(Title)
the LiRo Engineers, Inc.
(Name of Corporation)

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

Peter J. Gerbasi, PE

(Person executing Contract)

who signed said Contract on behalf of the LiRo Engineers, Inc.
(Name of Corporation)

was, at the time of execution Senior Vice President

(Title of such person)

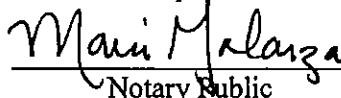
of the Corporation and that said Contract was duly signed for and on behalf of said Corporation by
authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and
effect at the date hereof.


(Signature)

STATE OF New York)
) ss.:
CITY OF Syosset)

On the 2nd day of June in the year 2022 before me, the undersigned, a Notary
Public in and for said State, Joseph Massa personally appeared, personally
known to me or proved to me on the basis of satisfactory evidence to be the officer described in and
who executed the above certificate, who being by me duly sworn did depose and say that he/~~she~~
resides at 26 Fairhaven Blvd, Apt D4 Woodbury NY 11797, and he/~~she~~ is an officer of
said corporation; that he/~~she~~ is duly authorized to execute said certificate on behalf of said corporation,
and that he/~~she~~ signed his/~~her~~ name thereto pursuant to such authority.

MARIA GALARZA
Notary Public, State of New York
No. 01GA6423611
Qualified in Nassau County
Commission Expires October 18, 2025


Notary Public

CERTIFICATE OF AUTHORITY
(INDIVIDUAL)

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

On this ____ day of _____, 20__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within the instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

PART 4

SCHEDULE "A" SCOPE OF SERVICES

The successful Environmental Consulting Firm will be required to provide Environmental Consulting Services on a requirements basis to the Yonkers Public School system. This will include but not be limited to the following tasks:

4.1 The successful consultant will be required to provide professional environmental design services on a requirements basis to the Yonkers Public School system for projects requiring abatement of environmentally hazardous materials. This will include but not be limited to the following tasks:

4.1.1 Preliminary Studies and Cost Estimates of Various Situations

- a) In depth field survey and evaluation of environmentally hazardous materials requiring abatement.
- b) Listing corrective options, with priorities.
- c) Design studies and recommendations.

4.1.2 Production of Design Development plans, specifications and estimates.

4.1.3 Procurement of New York State Education Department Building Permit: Based on the approved Design Development Documents the Consultant shall prepare and submit a building permit application package to the SED. Comments from the SED shall be transmitted to the YPS, incorporated into a revised building permit application as required and resubmitted to the SED for approval.

4.1.4 Bidding & Negotiation: Prepare Final Plans, Specifications and Estimates and compilation of bid documents, bidding advertisements, and other such operations.

4.1.5 Construction Administration and/or Inspection Services: Record, manage and review submittals & shop drawings, schedule, RFIs, contractor payments, change orders, contractor and SED closeout documents (i.e., Change Order Form and Certificate of Substantial Completion) and construction inspections as require to ensure work is performing in accordance with the contract documents.

4.1.6 The consultant will submit any required variances to the New York State Department of Labor to implement remediation actions as required.

4.2 - Project Monitoring Services

The Consultant will provide Project Monitoring and Air Monitoring for the asbestos abatement portions of the project in accordance with NYS Industrial Code Rule 56 and the USEPA regulation 40 CFR 763, otherwise known as AHERA.

The project monitoring will be done by individuals with a minimum of 5 years' experience doing project monitoring, unless the monitoring is being directly supervised on-site full time by a monitor with a minimum

of 5 years' experience. The Project Monitor on a daily basis will record detailed daily logs of all activities, archive written daily logs for turning over to the District at the end of project and or at any time the District should request daily logs during course of the project. The Project Monitor and Air Technician's functions include:

1. Review abatement contractor submittals.
2. Keeping track of work schedule and status.
3. Insuring that the workers on site all have current certifications.
4. Insuring all work is done in accordance with all applicable regulations.
5. Inspecting all work areas for abatement thoroughness.
6. Taking air samples as required.
7. Coordinating work with the on-going construction and with the District to insure that everyone is aware of work status.
8. Inform the District of any problems at the site.
9. Posting air sample results daily so that personnel on site can be kept informed of the status.
10. All clearance sample results to be obtained on a rush basis to expedite clearance.
11. All background and daily samples to be analyzed with a 24 hour turn around.
12. The consultant will submit any required variances to the New York State Department of Labor to implement remediation actions as required.
13. Complete Hazardous Material Abatement Manuals Report (three (3) copies) and shall include:
 - a. Pre-design sampling and testing results.
 - b. Abatement design documents and specifications.
 - c. Certifications of designers and inspectors.
 - d. Contractor abatement submittals
 - e. Project Monitoring logs, tests and reports.
 - f. Abatement close-out documents.
 - g. Update the School's AHERA Report and AHERA completed on Microsoft Access.
 - h. The project monitoring reports are to be furnished to the District within 30 days of the completion of the project. When the project is done in phases separated by more than 30 days, a separate report will be provided for each phase.

4.3 – AHERA Triennial Asbestos Re-inspections

The Consultant will be required to perform the re-inspection of all ACM and ACBM identified in the latest 6 month or three-year inspection report and verify if the asbestos materials (ACM & ACBM) are still in place or have been removed and if the condition of the materials has changed. The Consultant shall perform the re-inspection in accordance with 40 CFR 763.85(b).

At a minimum the consultant shall:

1. Conduct the Triennial Re-Inspection, Survey & Report (TSR)
2. Prepare Updated Asbestos Management Plans (AMP) for each school.
3. Conduct First 6-month surveillance operations and re-inspection.
4. Submit filing with New York State Education Department, Facilities Planning Group.
5. 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).

4.4 - Training

The consultant will provide the following training in accordance with New York State Department of Health regulations to District personnel;

- a) Two-hour awareness training for custodial and maintenance staff
- b) Inspector refresher
- c) Operations & Maintenance (O&M) initial training
- d) O&M refresher training
- e) Asbestos Supervisor initial training
- f) Asbestos Supervisor refresher
- g) The consultant will submit all certification documents for obtaining certifications to the New York State Department of Labor.

4.5 - Additional Sampling, Testing & Reporting of Environmentally Hazardous Materials as Directed by YPS

The consultant will be required to perform field inspections, surveys, material sampling & testing and reports. The consultant shall conduct such services as require for Environmental Design Services noted under Part 4.1 and or as directed.

All samples taken for testing of asbestos will be analyzed by a laboratory with current NVLAP (National Voluntary Laboratory Accreditation Program) accreditation. Testing of lead based paints shall be performed using an X-ray Fluorescence Analyzer.

PART 5**SCHEDULE "B"
COST PROPOSAL****Professional Environmental/Engineering Services and Hazardous Materials Project Monitoring**

Direct Salaries, list of all levels and titles of personnel *anticipated* to be employed under this contract. The Project Monitor rates include all supervision time in the hourly rate. The District will not pay a separate rate for an individual to supervise the work of the project monitor as the project monitor should be experienced and able to function without daily supervision. There may be an exception to this in the event of a problem requiring additional services and these would be requested by the District. The list will include current direct hourly wages being paid for each discipline and also show proposed multipliers. These rates are proposals. Titles to be considered shall include but not be limited to:

Category	Ave. Direct Hourly Rate	Inc. Direct Personnel Multiplier <u>2.25</u>	Ave. Hourly Rate Charged (inc. O&P)
Principal	\$ <u>165.00</u>	\$ <u>CAP</u>	\$ <u>165.00</u>
Engineer (PE)	\$ <u>80.00</u>	\$ <u>100.00</u>	\$ <u>180.00</u>
Project Manager	\$ <u>69.95</u>	\$ <u>87.44</u>	\$ <u>157.39</u>
Management Planner	\$ <u>35.00</u>	\$ <u>43.75</u>	\$ <u>78.75</u>
Asbestos Inspector	\$ <u>39.95</u>	\$ <u>49.94</u>	\$ <u>89.89</u>
Project Monitor	\$ <u>54.95</u>	\$ <u>68.69</u>	\$ <u>123.64</u>
A/E Technicians	\$ <u>35.00</u>	\$ <u>43.75</u>	\$ <u>78.75</u>
CAD Operations	\$ <u>32.50</u>	\$ <u>40.63</u>	\$ <u>73.13</u>
Cost Estimator	\$ <u>30.00</u>	\$ <u>37.50</u>	\$ <u>67.50</u>
Clerical Support	\$ <u>19.95</u>	\$ <u>29.94</u>	\$ <u>44.89</u>
Courier (Lab)	\$ <u>19.95</u>	\$ <u>29.94</u>	\$ <u>44.89</u>

Proposer may include additional sheets, if necessary


The Consultant shall include list of unit prices for bulk sampling, air sampling, PCB and Lead testing as described below and *said unit prices shall include the Consultant's markup.*

LABORATORY TESTING UNIT PRICES	
UNIT PRICE #1: SAMPLE ANALYSIS PLM 198.1 FRIABLE STANDARD 48-HOUR TAT (Including Delivery and Pick Up to Lab)	\$ <u>8.00</u> /SAMPLE
UNIT PRICE #2: SAMPLE ANALYSIS PLM 198.1 FRIABLE 12-HOUR TAT (Including Delivery and Pick Up to Lab)	\$ <u>15.00</u> /SAMPLE
UNIT PRICE #3: SAMPLE ANALYSIS PLM 198.1 FRIABLE RUSH 3 HOUR TAT (Including Delivery and Pick Up to Lab)	\$ <u>22.50</u> /SAMPLE
UNIT PRICE #4: SAMPLE ANALYSIS PLM NOB 198.6 STANDARD 48-HOUR TAT (Including Delivery and Pick Up to Lab)	\$ <u>16.00</u> /SAMPLE
UNIT PRICE #5: SAMPLE ANALYSIS PLM NOB 198.6 12-HOUR TAT (Including Delivery and Pick Up to Lab)	\$ <u>25.00</u> /SAMPLE
UNIT PRICE #6: SAMPLE ANALYSIS PLM NOB 198.6 RUSH 3 HOUR TAT (Including Delivery and Pick Up to Lab)	\$ <u>39.50</u> /SAMPLE
UNIT PRICE #7: SAMPLE ANALYSIS TEM NOB 198.4 STANDARD 48-HOUR (Including Delivery and Pick Up to Lab)	\$ <u>35.00</u> /SAMPLE
UNIT PRICE #8: SAMPLE ANALYSIS TEM NOB 198.4 12-HOUR TAT (Including Delivery and Pick Up to Lab)	\$ <u>69.50</u> /SAMPLE
UNIT PRICE #9: SAMPLE ANALYSIS TEM NOB 198.4 RUSH 3 HOUR TAT (Including Delivery and Pick Up to Lab)	\$ <u>75.00</u> /SAMPLE
UNIT PRICE #10: SAMPLE ANALYSIS FOR VERMICULITE (ELAP METHOD 198.8) 2 WEEK TAT (Including Delivery to and Pick Up at Lab)	\$ <u>105.00</u> /SAMPLE
UNIT PRICE #11: SAMPLE ANALYSIS FOR VERMICULITE (ELAP METHOD 198.8) 1 WEEK TAT (Including Delivery to and Pick Up at Lab)	\$ <u>145.00</u> /SAMPLE
UNIT PRICE #12: SAMPLE ANALYSIS PCM 24 HOUR TAT	\$ <u>7.00</u> /SAMPLE
UNIT PRICE #13: SAMPLE ANALYSIS PCM RUSH 3 HOUR TAT	\$ <u>15.00</u> /SAMPLE
UNIT PRICE #14: SAMPLE ANALYSIS TEM AIR SAMPLES 24 HOUR TAT	\$ <u>45.00</u> /SAMPLE
UNIT PRICE #15: SAMPLE ANALYSIS TEM AIR SAMPLES RUSH 3HOUR TAT	\$ <u>79.50</u> /SAMPLE
UNIT PRICE #16: SAMPLE ANALYSIS FOR MOLD – SPORE TRAP 48 HOUR TAT	\$ <u>30.00</u> /SAMPLE
UNIT PRICE #17: SAMPLE ANALYSIS FOR MOLD – DIRECT EXAM 48 HOUR TAT	\$ <u>32.50</u> /SAMPLE
UNIT PRICE #18: SAMPLE ANALYSIS FOR MOLD – CULTURAL SWAB 10 DAY TAT	\$ <u>35.00</u> /SAMPLE

UNIT PRICE #19: SAMPLE ANALYSIS PCB BULK CAULKING 5 DAYS TAT	\$ <u>85.00</u> /SAMPLE
UNIT PRICE #20: SAMPLE ANALYSIS PCB BULK CAULKING 48 HOUR TAT	\$ <u>95.00</u> /SAMPLE
UNIT PRICE #21: SAMPLE ANALYSIS PCB SOIL 5 DAYS TAT	\$ <u>85.00</u> /SAMPLE
UNIT PRICE #22: SAMPLE ANALYSIS PCB SOIL 48 HOUR TAT	\$ <u>95.00</u> /SAMPLE
UNIT PRICE #23: XRF EQUIPMENT RENTAL	\$ <u>25.00</u> /4 HOUR
UNIT PRICE #24: SAMPLE ANALYSIS LEAD PAINT CHIPS 48 HOUR TAT	\$ <u>9.00</u> /SAMPLE
UNIT PRICE #25: SAMPLE ANALYSIS LEAD PAINT CHIPS RUSH 4 HOUR TAT	\$ <u>9.50</u> /SAMPLE
UNIT PRICE #26: SAMPLE ANALYSIS LEAD WIPE 48 HOUR TAT	\$ <u>9.00</u> /SAMPLE
UNIT PRICE #27: SAMPLE ANALYSIS LEAD WIPE RUSH 4 HOUR TAT	\$ <u>12.50</u> /SAMPLE
UNIT PRICE #28: SAMPLE ANALYSIS LEAD AIR 48 HOUR TAT	\$ <u>19.50</u> /SAMPLE
UNIT PRICE #29: SAMPLE ANALYSIS LEAD AIR RUSH 4 HOUR TAT	\$ <u>19.50</u> /SAMPLE
UNIT PRICE #30: SAMPLE ANALYSIS MERCURY IN FLOORING STANDARD TURNAROUND	\$ <u>15.00</u> /SAMPLE

Courier travel time will only be allowed from the project site to the lab and from the lab back to the project site.

The undersigned, having carefully examined the scope of work for this RFQ, does hereby agree to furnish and deliver the above services at the corresponding compensation rates, which shall not be subject to change for the duration of the contract. Services payable according to hourly rates shall be invoiced based on the actual quantity of Consultant services performed.

Proposer's Legal Business Name:	LiRo Engineers, Inc.
Firm Representative: (Print Name)	Peter J. Gerbasi, PE
Title:	Senior Vice President
Signature:	
E-Mail:	gerbasip@liro.com
Date:	April 5, 2022

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Consultant)

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

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

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

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

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

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

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

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

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

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

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

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.

(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.

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. Gerbasi, PE, Senior Vice President

Signature: 

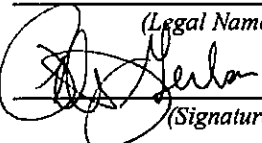
SCHEDULE "E"

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)
Peter J. Gerbasi, PE, Senior Vice President
(Title)
Dated: April 5, 2022

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.

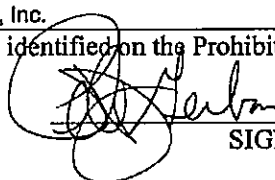
By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under 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.

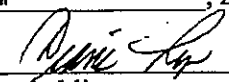
During the term of the Contract, should the City of Yonkers receive information that a Bidder/Contractor is in violation of the above-referenced certification, the City will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement 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, PE, 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 5th day
of April, 2022


Notary Public

DIANA LYN
NOTARY PUBLIC, State of New York
No. 01LY6334375
Qualified in Nassau County
Commission Expires December 14, 2023

SCHEDULE "G"

VENDOR BACKGROUND QUESTIONNAIRE

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 located at this address	3 Aerial Way, Syosset, New York 11791
	November 5, 1984
Other business addresses, if any (satellite offices, plants, warehouses, branch offices headquarters, etc.)	SEE ATTACHMENT
Mailing address, if different from above	N/A
Telephone Number	516-938-5476
Fax Number	516-938-5421
E-Mail	gerbasip@liro.com
Contact Person and Title	Peter J. Gerbasi, PE, 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: The LiRo Group (Assumed Name)

3. Has this business changed addresses 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. Atlas Environmental Lab Corp. is a NYS WBE/DBE

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 30, 2020, Rocco Trotta

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 ATTACHMENT

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 ATTACHMENT

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 ATTACHMENT

13. Number of Employees 838

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 ATTACHMENT

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.

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 ☐

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. SEE ATTACHMENT

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. _____
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 on company letterhead.

- * 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 SEE ATTACHMENT

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>
New York	Professional Services
CT, FL, CA, LA, NJ, NC, TX, KY, RI, VA	License to Perform Engineering Services

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, PE, 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

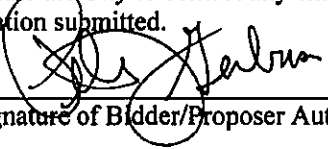
I have read and understand the questions contained in the attached questionnaire and its appendices. I certify that to the best of my knowledge the information given in response to each question and appendices is full, complete, and truthful.

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 New York)

) ss:
COUNTY OF Nassau)

On the 5th day of April, in the year 2022, before me personally came
Peter J. 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:

DIANA LYN
NOTARY PUBLIC, State of New York
No. 01LY6334375
Qualified in Nassau County
Commission Expires December 14, 2023

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, 28th Fl
New York, NY 10004

Mineola Office
235 East Jericho Turnpike
Mineola, NY 11501

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

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

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

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

Brooklyn Office
703 Lorimer Street
Brooklyn, NY 11211

Buffalo Office
690 Delaware Avenue
Buffalo, NY 14209

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

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

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

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

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

LiRo Engineers, Inc. also rents its office space at 85 Allen Street Suite 300, Rochester, NY 14608 from 85 Allen LLC, 259 Alexander Street, Rochester, NY 14607

**VENDOR BACKGROUND QUESTIONNAIRE
ATTACHMENT**

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 Group entities

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 Inc.	3 Aerial Way Syosset, NY 11791
13-3119887	LiRo Architects + Planners, P.C.	One State Street Plaza, 28 th Fl. New York, NY 10004
11-3579249	LiRo Architects & Engineers West, P.C.	One State Street Plaza, 28 th Fl. New York, NY 10004
41-2249341	LiRo Architects & Engineers, P.C (Connecticut)	One State Street Plaza, 28 th Fl. New York, NY 10004
26-4196338	LiRo Architects & Engineers, P.C. (Pennsylvania)	One State Street Plaza, 28 th 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
14-1817878	James, LaSala & Associates, LLP	3 Aerial Way Syosset, NY 11791
04-2842901	DiGiorgio Associates, Inc.	529 Main Street, Suite 3303 Boston, MA 02129
14-1838455	DAI, Inc.	529 Main Street, Suite 3303 Boston, MA 02129
83-1849460	RLT Engineering Geology and Land Surveying, P.C.	One State Street Plaza, 28 th Fl. New York, NY 10004
04-3006533	Monitor Builders, Inc.	529 Main Street, Suite 3303 Boston, MA 02129



**VENDOR BACKGROUND QUESTIONNAIRE
ATTACHMENT**

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.

OFFICERS & DIRECTORS

Rocco L. Trotta, 66 1.U. Willets Road, Old Westbury, NY 11568
Chairman, CEO, President, 0% ownership, 516-938-5476

Paul Levine, CPA, 4 Hickory Lane, Bedford, NY 10506,
Vice President, CFO, 0% ownership, 516-938-5476

Michael Burton, 106 Random Farms Dr., Chappaqua, NY 10514,
Executive Vice President & National Operations Mgr., 0% ownership, 516-938-5476

Michael Bailey, 23 Cobblers Lane, Dix Hills, NY 11746,
Executive Vice President, 0% ownership, 516-938-5476

Peter Gerbasi, 25 Heyward Lane, Rockville Centre, NY 11570,
Senior Vice President, 0% ownership, 516-938-5476

Robert Kreuzer, 5702 Old Lake Shore Road, Lakeview, NY 14085,
Senior Vice President, 0% ownership, 516-938-5476

Alfred C. Bereche, 49 Wintercress Lane, East Northport, NY 11731,
Sr Vice President, General Counsel, Secretary

Lawrence Blond, 30 Martin Place, Syosset, NY 11791,
Executive Vice President, 0% ownership, 516-938-5476

Michael Smith, 206 Ellington Ave W, Garden City, NY 11530,
Senior Vice President, 0% ownership, 516-938-5476

Joseph Massa, 26 Fairhaven Blvd., Woodbury, NY 11797,
Executive Vice President, COO, 0% ownership, 516-938-5476

B. Charles Manning, 119 Kensington Road, Garden City, NY 11530,
Director, 0% ownership, 516-938-5476

John Dionisio, 168 Wellington Road, Garden City, NY 11530,
Director, 0% ownership, 516-938-5476

SHAREHOLDER

RT Asset Holdings, LLC, 3 Aerial Way, Syosset, NY 11791, EIN 85-3494523, 100% ownership, 516-938-5476

**VENDOR BACKGROUND QUESTIONNAIRE
ATTACHMENT**

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.

RT Asset Holdings, LLC (Owner) EIN 85-3494523 Type of Business: For profit 3 Aerial Way, Syosset, NY 11791 Telephone: 516-938-5476 Fax: 516-938-5491	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 Inc. EIN: 11-2720418 Type of Business: For profit 3 Aerial Way, Syosset, NY 11791 Telephone: 516-938-5476 Fax: 516-938-5491	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
DiGiorgio Associates Inc. EIN 04-2842901 Type of Business: For profit 529 Main Street, Ste. 3303, Boston, MA 02129 Telephone: 617-723-7100	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
DAI, Inc. EIN 14-1838455 Type of Business: For profit 529 Main Street, Ste. 3303, Boston, MA 02129 Telephone: 617-723-7100	

**VENDOR BACKGROUND QUESTIONNAIRE
ATTACHMENT**

16a. The owner of 5% or more or in control of another business, an affiliate or a subsidiary?

LiRo Engineers, Inc. owns more than 5% of the following: DAI, Inc., DiGiorgio Associates, Inc. and James, LaSala Associates LLP. RT Asset Holdings, LLC owns 100% of LiRo Engineers, Inc.

16b. Is this business or any business listed in response to question 14 now or has it been in the last five years: A vendor of or contractor to the City of Yonkers.

- City of Yonkers Environmental Services, 2014 – Present
- Grassy Sprain Reservoir Dam Phase 3 Rehabilitation, 2017 – Present
- Digital Tax Map and Parcel Fabric Geodatabase Restoration, 2018 – 2018
- Water Digitization, 2019 – Present
- Yonkers Public Schools 2016 AHERA Re-Inspection Triennial Survey Report and Asbestos Management Plan Updates, 2016 – Present
- YPS – Triennial Reinspection 2019
- Yonkers PS-Saunders HS Eng./Env. Design
- Yonkers – PS16 PLA Study

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

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

City of Yonkers IG Office

On or about November of 2017 the City of Yonkers Inspector General's office contacted LiRo Engineers Inc. (hereinafter "LiRo") with regards to a complaint filed by a former employee (the "Employee") alleging a forgery of his signature on certain inspection reports for the City of Yonkers School District Project. While the employee was engaged in the re-inspections/management plan effort and was never excused from his role in reviewing the subject reports for this project, we cannot provide written confirmation of the consent he gave our quality control manager to sign the reports on his behalf. As a result, and to eliminate any concerns and confusion, LiRo had our Asbestos Inspector and Management Planner visit the two (2) subject schools to confirm the conditions documented in the initial report submitted in August 2016. Furthermore, a subsequent visit was made to the two schools and the Yonkers Public School Central Office wherein the Asbestos Inspector re-executed each of the inspection reports that we initially issued for the two schools. No further follow-up was indicated by the Inspector General's office and this matter is now resolved.

**VENDOR BACKGROUND QUESTIONNAIRE
ATTACHMENT**

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?

TAXATION:

1. IRS

LiRo Engineers, Inc. (the "Company") has received notice of a federal lien in the aggregate amount of \$297,103.22 filed by the Internal Revenue Service ("IRS") in connection with two matters that it is attempting to resolve with the IRS. The first matter relates to an inadvertent clerical error in the filing of a Form 941, in that the wrong payroll dates were included in the filing. This resulted in the IRS believing that the Company did not timely remit payroll withholding taxes. This was not the case and a revised schedule B, with the corrected information, was filed. However, interest and penalties were assessed by the IRS. The second matter relates to an inadvertent error in payment of payroll taxes. The required payment was timely entered into the IRS system for payment, but was inadvertently not submitted. When discovered, the required payment was properly made. However, this error resulted in a finding of late payment by the IRS and interest and penalties were assessed. The amounts claimed to be owed were discussed with the IRS and the full amounts claimed have been abated and the matter was dismissed. Certificate of Release of Federal Tax lien was filed on or about December 13, 2016 and this matter is now closed.

2. NYC – Commercial Rent Tax



LiRo Engineers, Inc. (the "Company") recently received notice that it is delinquent in the filing of Commercial Rent Tax Returns related to its office space located in lower Manhattan for the period 2012 to present. LiRo's outside accountant is responsible for all LiRo tax filings. To remedy this filing deficiency, LiRo has engaged the services of a new accountant to prepare the delinquent returns for all requested years. LiRo has filed and paid the owed taxes from the period of 2012 to present (including interest payment) on August 3, 2020. This matter has been paid in full and is now closed.

3. Indiana Tax

LiRo Engineers, Inc. (the "Company") has received a Tax Warrant notice for a federal lien in the aggregate amount of \$414,001.11 filed by the Indiana Internal Revenue Service ("IRS") in connection with the 2019 taxes filed by the company. Unfortunately there was a misunderstanding by the IRS with the amounts claimed to be owed for the state of Indiana by the company. It was explained by our accountant that the company is a Corporation incorporated in New York State and that most of its revenue was earned in said state for the relevant tax filing period. It was further clarified that although the company is registered to do business in Indiana, none of its revenue is derived from this state. After this clarification our accountant requested that the tax liability be corrected by the IRS. It is our understanding that the full amounts claimed to be owed have been abated and that a lien release was issued by the IRS. At this time we are following up with the IRS to obtain the lien release.

VENDOR BACKGROUND QUESTIONNAIRE
ATTACHMENT

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.

<p>THE UNIVERSITY OF THE STATE OF NEW YORK EDUCATION DEPARTMENT</p> <p>THIS IS TO CERTIFY THAT HAVING MET THE REQUIREMENTS OF SECTION 7210 OF THE EDUCATION LAW AND IN ACCORDANCE THEREWITH THIS CERTIFICATE OF AUTHORIZATION IS GRANTED WHICH ENTITLES</p> <p>LIRO ENGINEERS INC MONICA MORA-LEGAL ADMIN ASST 3 AERIAL WAY SYOSSET, NY 11791-0000</p> <p>TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN THE STATE OF NEW YORK FOR THE PERIOD 01/01/2021 TO 12/31/2023.</p> <div><p>BETTY ROSA INTERIM COMMISSIONER OF EDUCATION</p></div> <p>CERTIFICATE NUMBER 0017995</p>	
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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.

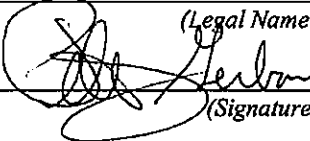
It is understood and agreed that the City of Yonkers reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the City of Yonkers reserves all rights specified in the Request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

Peter J. Gerbasi, PE, Senior Vice President

(Title)

Dated: _____

April 5, 2022

SCHEDULE "I"

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.F.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.F.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:

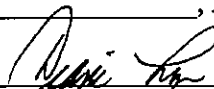
- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

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, PE
Title: Senior Vice President
Date:

Sworn to before me this 5th day of
April, 2022


Notary Public

DIANA LYN
NOTARY PUBLIC, State of New York
No. 01LY6334375
Qualified in Nassau County
Commission Expires December 14, 2023

SCHEDULE “J”
Parents’ Bill of Rights & Data Sharing Agreement

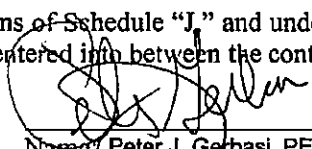
The Yonkers Public Schools (YPS) and Contractor (collectively, the “parties”) wish to enter into an agreement whereby Contractor is granted access to YPS’s student data (the “Data”). The purpose of this Data Sharing Agreement is to raise the effectiveness of the services provided by Contractor and YPS, and additionally allow for contractor to evaluate the parties’ programs. The scope of the Data Sharing Agreement is limited to data provided to Contractor by YPS.

The YPS hereby grants Contractor a limited, nontransferable, revocable, non-exclusive license to use the Data solely for the purposes and solely in the manner set forth in this agreement. This agreement applies to all Data that is provided to Contractor from official YPS records. For the purpose of this agreement, “Data” include but are not limited to student records and student information that describe the demographic or other characteristics, academic achievement and/or performance, programs or activities or other direct or indirect identifiers of an individual student. Data may be in electronic or paper format.

1. YPS acknowledges Contractor as a long term partner in delivering effective services to YPS students and thus, is authorized to access the Data in support of this partnership in accordance with this Agreement.
 - a. Contractor will limit internal access within Contractor to any shared YPS Data solely to those individuals that are determined to need such Data to support program evaluation research in partnership with YPS.
 - b. Upon implementation of this Agreement, Contractor will provide the YPS with a list of those individuals authorized to access the Data. For the purposes of Consultant’s support of program evaluation research, Contractor may share the Data solely with the list of authorized persons.
 - i. To add to, delete or change this list, Contractor must give prior written notice to the YPS and subsequently receive written permission from YPS.
 - ii. Contractor shall ensure that each authorized individual implements and fully complies with the same restrictions and conditions that apply through this agreement to YPS with respect to the Data.
2. This Data Sharing Agreement’s duration is limited to the term of this agreement as specified in paragraph “3” of the Contract. After the expiration of the contract, Contractor may not thereafter use the Data unless this agreement is extended in writing by YPS. Not later than 30 days after the expiration date, Contractor shall either permanently destroy the Data and all copies thereof or return the Data to the YPS. Contractor shall not keep a copy of the Data in any form or format. If Contractor requires extended access to this Data, a written request must be submitted to the YPS, and subsequently approved in writing by YPS.
3. Contractor agrees to make available to the YPS, for the improvement of instruction, the results of Consultant’s program evaluation research, at the request of the YPS.
4. As to any studies developed as a result of this data agreement, except as permitted by FERPA and other applicable law, Contractor shall not publish confidential information or any other information which identifies students, employees or officers of the YPS without first obtaining written consent from the YPS. Also, Contractor shall remove the School District’s name and any identifying information from the publication if the YPS requests and you shall not make any statement to the media relating to the subject matter of this agreement without the School District’s prior written consent.
5. Contractor acknowledges and agrees to comply with the re-disclosure limitations set forth in FERPA, including in 34 C.F.R. § 99.33. The United States Department of Education, Family Policy Compliance Office, provides more information concerning FERPA at its web pages, at:
www.ed.gov/policy/gen/guid/fpco/ferpa/index.html.
6. Contractor shall maintain and protect the confidentiality of the Data and keep the Data in a secure environment, with access restricted solely to the list of authorized person or persons submitted to the YPS;

7. Contractor agrees to require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. Researcher further agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work as authorized under this Agreement.
8. Contractor shall use encryption technology to protect data while in motion or in its custody from unauthorized disclosure using a technology or methodology specified by the secretary of the United States department of health and human services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
 - a. Contractor may not transmit the Data via unencrypted e-mail, but must rely solely on secure transmission methods, including hand delivery in a sealed envelope.
9. Contractor explicitly acknowledges and agrees that it and all those it employs and controls cannot sell or release any Data which has been shared with it, pursuant to this Agreement, for any commercial purposes.
10. Contractor shall immediately notify the YPS in the event it suspects or becomes aware that any Data, which has been shared with it pursuant to this Agreement, has been or may have been breached and/ or released without authorization.
11. Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable Data of YPS students, teachers and principals. Contractor represents and warrants that any officers, employees or agents of Contractor who will have access to the Data to be shared pursuant to this Agreement has received or will receive training on the Federal and State laws governing confidentiality of such Data prior to obtaining access to such Data.
12. Contractor shall forward to the YPS, free of charge, a copy of any formal research report that is generated using the Data.
13. If Contractor fails to comply with the terms, conditions and limits set forth in this agreement, the Yonkers Public Schools shall have the right, at its option: to (a) terminate this agreement immediately; (b) compel Contractor to comply with this agreement; (c) seek any other remedy available at law or in equity; or (d) pursue any combination of these remedies.
14. Contractor agrees that to the fullest extent permitted by law, Contractor will hold harmless, defend and indemnify YPS and the City of Yonkers, its agents, employees, and board members from any liability, cost or expense, including without limitation penalties, losses, damages, attorneys' fees, taxes, expenses of litigation, judgments, liens, and encumbrances, to the extent arising out of or resulting from any act or omission by Contractor under this Agreement. The terms of this section shall survive termination of this Agreement.

I acknowledge and agree to the terms of Schedule "J" and understand that Schedule "J" will be deemed incorporated by reference into any agreement entered into between the contractor and the City /School District.


 Name: Peter J. Gorbasi, PE
 Title: Senior Vice President
 Date: April 5, 2022

Schedule “J” continued

Parents’ Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Yonkers Public School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians. New York State Education Law Section 2-d and the Family Educational Rights and Privacy Act (“FERPA”) protect the confidentiality of personally identifiable information. The following is the Yonkers Public Schools Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. The District must have safeguards in place to protect your child’s personally identifiable data when it is stored or transferred. These safeguards must meet industry standards and best practices to protect student data. Examples include encryption, firewalls and password protection.
4. You have the right to make complaints about possible breaches of student data and to have complaints addressed.
 - a. Complaints to Yonkers Public Schools should be directed to: Deputy Superintendent, Division of Teaching and Learning, Yonkers Public Schools, One Larkin Center, Yonkers NY 10701 or send an email to BORComplaints@yonkerspublicschools.org.
 - b. Complaints to NYSED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234 or send an email to CPO@mail.nysed.gov.
5. New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available online through <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> for public review online. You may obtain a copy by writing to: Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany NY 12234.
6. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents’ Bill of Rights each contract Yonkers Public schools enters into with a third party Consultant shall include the following supplemental information:
 - a. the exclusive purposes for which the student, principal or teacher data will be used;
 - b. how the third party Consultant will share the student, principal or teacher data with, if any, will abide by data protection and security requirements;
 - c. agreement expiration and what happens to the student, principal or teacher data after the expiration of the agreement;
 - d. if and how a parent, eligible student, teacher or principal may challenge the accuracy of the student, principal or teacher data that is collected; and e. where the student, principal or teacher data will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

The Yonkers Public Schools Parents’ Bill of Rights for Data Privacy and Security reflects information available as of this document's creation. The District Bill of Rights is subject to revision and is projected for revision in accordance with further guidance received, including guidance through NYSED.

Additional information is available on the New York State Education Department website.
<http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>

Acknowledged and agreed to:

LiRo Engineers, Inc.

(Legal Name of Person, Firm or Corporation)

By:

Peter J. Gerbasi, PE, Senior Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/10/2022

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

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

PRODUCER Alliant Insurance Services, Inc. 333 Earle Ovington Blvd Suite 700 Uniondale NY 11553	CONTACT NAME: Connor Baker PHONE (A/C, No, Ext): (516) 414-8900 FAX (A/C, No): E-MAIL ADDRESS: Connor.Baker@alliant.com														
INSURED LiRo Engineers, Inc. 3 Aerial Way Syosset NY 11791	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B: GuideOne National Insurance Co</td> <td>14167</td> </tr> <tr> <td>INSURER C: First Liberty Insurance Corpor</td> <td>33588</td> </tr> <tr> <td>INSURER D: Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER E: Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LM Insurance Corporation	33600	INSURER B: GuideOne National Insurance Co	14167	INSURER C: First Liberty Insurance Corpor	33588	INSURER D: Hanover Insurance Company	22292	INSURER E: Berkley Assurance Company	39462	INSURER F:	
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COVERAGES
CERTIFICATE NUMBER: 1363490572

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6-621-095507-042	1/1/2022	1/1/2023	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
D	Valuable Papers			RHY-H360453-01	1/1/2022	1/1/2023	Limit Each Claim / Agg. \$5,000,000														
E	Pollution/Professional Liability			PCAB-5018170-0122	1/1/2022	1/1/2023	\$10,000,000														

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

Re: Professional Environmental Services / Contract No. 2022-00000818

City of Yonkers, Yonkers City School District and Yonkers Board of Education are included as Additional Insured as respects Liability arising out of work performed by the Named Insured as required by written contract. The insurance provided shall be primary and any other insurance maintained by the Additional Insured is excess and non-contributory. Waiver of subrogation applies as required by contract. 30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

CERTIFICATE HOLDER
CANCELLATION 30 Days Notice of Cancellation

City of Yonkers
 Yonkers City School District
 Yonkers Board of Education
 One Larkin Center
 Yonkers, NY 10701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but 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 for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status

All locations as required by written contract or agreement prior to loss

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

Location And Description Of Completed Operations

All locations as required by written contract or agreement prior to loss.

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

Policy Number TB5-621-095507-012
Issued by Liberty Insurance Corp.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. **Other Insurance of Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. **Other Insurance of Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

Schedule

Name of Person(s) or Organization(s):

Any person(s) or organization(s) that qualifies as an additional insured as required under written agreement.

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

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 below 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 below.

SCHEDULE

Name Of Person Or Organization:

As required by written contract or agreement entered into prior to loss.

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



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

<p>1a. Legal Name & Address of Insured (use street address only) LIRO ENGINEERS, INC.</p> <p>3 AERIAL WAY SYOSSET, NY 11791</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 131974950</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) City of Yonkers City of Yonkers School District Yonkers Board of Education One Larkin Center Yonkers, NY 10701</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL51613</p> <p>3c. Policy effective period 10/01/2021 to 09/30/2023</p>


4. Policy provides the following benefits:

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

5. Policy covers:

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

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

Date Signed 4/11/2022 By 
(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>LiRo 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>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 13-1974950</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City of Yonkers City of Yonkers School District Yonkers Board of Education One Larkin Center Yonkers, NY 10701</p>	<p>3a. Name of Insurance Carrier First Liberty Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" WC6-621-095507-042</p> <p>3c. Policy effective period 1/1/2022 to 1/1/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are <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.**

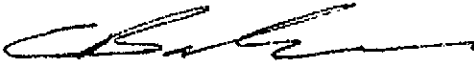
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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:  4/11/2022
(Signature) (Date)

Title: Account Manager - Lead

Telephone Number of authorized representative or licensed agent of insurance carrier: (516) 414-8696

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.