

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

**NON ACADEMIC PROFESSIONAL SERVICES**

**CONTRACT NUMBER 618507**

**THIS CONTRACT**, made the 16<sup>th</sup> day of June, 2016

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

**SAVIN ENGINEERS, P.C.**, a corporation having an office and place of business at 3 Campus Dr. Pleasantville, NY 10570, Federal ID No. 06-1241917 (the "Consultant").

**WITNESSETH**

**WHEREAS**, the City desires to obtain **on-call, non-exclusive Construction Management 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:

The Consultant shall provide **on-call, non-exclusive Construction Management Services for the School District of Yonkers' Schools Facilities Department**, (the "Work") on an 'as needed' basis as more fully described in its proposal dated **December 9, 2015**, 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-316: Construction Management Services for the Schools Facilities Department**", due **December 9, 2015**, and incorporated herein by reference, whether or not attached to this Contract. All services rendered and work performed by the Consultant shall be under the direction and subject to the approval of **the Executive Director of School Facilities**, or his/her designee (the "Director").

**FIRST.** The term of this Contract shall commence **May 1, 2016** and terminate on **April 30, 2018**. 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. **This Contract includes one option to extend for an additional 12-month period at the same pricing and terms, upon mutual agreement.**

**SECOND.** 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 31<sup>st</sup> in any year.

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

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

**THIRD.** 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.

**FOURTH.** 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.

**FIFTH.** (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 may be 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.

**SIXTH.** 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 City, regarding any General Liability (non professional) claims 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) As regards all professional liability claims, the Consultant shall indemnify and hold harmless the City, its officers, employees and elected officials from and against any liability, damage, claims, costs, judgments, fees, reasonable attorney 's fees or loss to the extent caused by the negligent performance or failure to perform hereunder by the Consultant or third parties under the direction or control of the Consultant ~~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.

**SEVENTH.** 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.

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

**NINTH.** The Consultant shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Consultant as an employer of labor. The Consultant shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the Work hereunder.

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

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

**TENTH.** 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.

**ELEVENTH.** 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.

**TWELFTH.** 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.

**THIRTEENTH.** 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.

**FOURTEENTH.** 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.

**FIFTEENTH.** 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: \_\_\_\_\_

with copies to:

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

To the Consultant:

Savin Engineers, P.C.  
3 Campus Dr.  
Pleasantville, NY 10570  
\_\_\_\_\_

**SIXTEENTH.** 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.

**SEVENTEENTH.** 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.

**EIGHTEENTH.** 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.

**NINETEENTH.** 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.

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

**TWENTY-FOURTH.** 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-FIFTH.** As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-

a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). The Consultant shall complete Schedule “G”, an executed certificate of compliance with the Iran Divestment Act signed by the Consultant or one of its officers as required by the General Municipal Law Section 103g.

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

**TWENTY-SEVENTH.** 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-EIGHTH.** 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.

[NO FURTHER TEXT ON THIS PAGE].

TWENTY-NINTH. 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: *J. D. M. G...* 6/14/16  
Name: \_\_\_\_\_  
Title: Superintendent

YONKERS BOARD OF EDUCATION

By: *R. Srinivasaraghavan* 6/14/16  
Name: \_\_\_\_\_  
Title: President

SAVIN ENGINEERS, P.C.

By: *R. Srinivasaraghavan*  
Name: R. Srinivasaraghavan, Ph.D; P.E.  
Title: President

Approved as to form  
and manner of execution

\_\_\_\_\_  
Corporation Counsel  
School District of Yonkers

TO BE COMPLETED BY CITY OF YONKERS BUREAU OF PURCHASING

DATE OF B.O.C.S. APPROVAL:	March 24, 2016
DATE OF B.O.E.. APPROVAL:	March 16, 2016 (Resolution 17.7)
PURCHASING CONTACT- BUYER:	Alex Schenck (914) 377-6037

**CERTIFICATE OF AUTHORITY**  
**(CORPORATION)**

I, James M. Gavin, P.E.  
(Officer other than officer signing contract)

certify that I am the Executive Vice President of  
(Title)  
the Savin Engineers, P.C.  
(Name of Corporation)

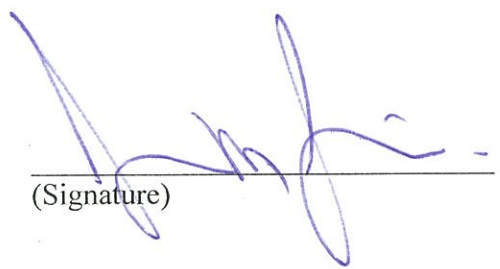
a corporation duly organized and in good standing under the NY Bus. Corp. Law (Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing Contract; that

R. Srinivasaraghavan, Ph.D; P.E.  
(Person executing Contract)

who signed said Contract on behalf of the Savin Engineers, P.C.  
(Name of Corporation)

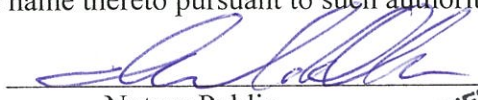
was, at the time of execution  
President  
(Title of such person)

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~~ )  
VILLAGE OF PLEASANTVILLE

On the      day of May in the year 2016 before me, the undersigned, a Notary Public in and for said State, James M. Gavin, P.E. 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 Bethel, Connecticut, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

  
Notary Public  
**IMMANUEL ABAKU**  
Notary Public, State of New York  
No. 01AB6245597  
Qualified in Westchester County  
Commission Expires July 25, 2018

**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



SCHEDULE "A"  
SCOPE OF SERVICES

The Construction Management firm will be required to provide professional construction management services on a requirements basis to the Yonkers Public School system. This will include but not be limited to the following tasks:

**Phase I - Pre-Construction Services**

- a. Consult with the School District and the Architect/Engineer regarding the project program, budget, timetable and advisability of various bidding options and timing of construction.
- b. Develop cost estimates, one for design development and one for construction document phases.
- c. Develop and review with the School District and the Architect/Engineer a scheduling system of project milestones, detailing scheduling of contractors, and documentations to ensure its timely delivery within budget, schedule and with minimum changes.
- d. Undertake value engineering studies of alternative systems, manufacturers and vendors of long lead items to obtain the most economic benefit from a cost standpoint while maintaining the District's functional and program requirements.
- e. Assist the Architect/Engineer with local labor market conditions and construction materials as they affect design choices and construction costs.
- f. Assist the Architect/Engineer in developing a multiple prime bid strategy. Review the bid packages as prepared by the architect for each trade including scope definition, terms and conditions, insurance and bonding requirements. Conduct pre-bid conferences, solicit local bidder interest for this project and maximize competition to achieve the best bidding results for the District.
- g. Assist the School District and Architect/Engineer in evaluating the responsiveness and completeness of construction bids received.
- h. Review and make recommendations to award contracts to successful bidders.

**Phase II - Construction Management & Inspection Services**

- a. Provide on-site staff Construction Project Manager to perform and to coordinate contractors to expedite their work and maintain quality control and conformance to the contract documents. The Construction Project Manager shall have a minimum of ten (10) years experience in performing Construction Management Services. The Construction Project Manager shall also have a minimum of three (3) years experience in Construction Management working with NY State Schools. The construction inspection services shall be thorough, examining all new construction work for conformance to the design plans and specifications, performed on a daily basis for all trades and for each construction project. The Construction Management Firm will monitor all new construction work being constructed and any construction work deviating from the design plans and specifications will immediately require the Construction Management Firm to direct the Contractor to stop all non-conforming work. Non-conforming work be documented and reported to the Contractor, Design Firm and YPS. The

Construction Management Firm will invoke the services of the Design Firm to determine the appropriate plan of action the Contractor will need to take to correct its non-conforming work. Depending on the situation of discovered non-conforming work and in absence of the Architect/Engineer and or owner, the Construction Management Firm, in accordance with contract documents shall identify and direct the appropriate plan of action the Contractor will need to take to correct the non-conforming work. The Construction Management Firm will re-inspect, document and reported to the Design Firm and YPS that the Contractor performed the corrective measures and that the construction work is in accordance with the design plans and specifications.

- b. Staffing levels for each project will be determined on a case by case basis, based work production levels and quality.
- c. The Construction Project Manager(s) and Construction Inspector(s) shall review and fully comprehend the scope of work outlined in the Contract Bid Documents, drawings and Specifications. Copies of the Contract Bid Documents shall be maintained at the site and be made available for referencing by the Architect/Engineer and Owner and be used by the Construction Management Team when performing inspections. The Construction Project Manager shall prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
- d. Provide personnel and expertise required for the administration of contracts, tracking and negotiation of change orders and resolution of disputes and delays. Provide cost estimating for review of Contractor Change Orders.
- e. Acting as agent for the School District, head up the construction activity including fielding a supervisory team to monitor/control the work in progress, coordinate activities, schedules and work of multiple prime contractors at multiple sites, operate monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and estimate completion costs and completion dates, prepare punch lists, administer completion and hand over process, and administer As-Builts, warranties, guarantees, etc. for acceptance.
- f. Assist in coordination of activities of the utility companies and the regulatory agencies.
- g. Oversee the testing services and other services retained for the project.
- h. Assist the Architect/Engineer in expediting the submission of all submittals and shop drawings to be reviewed by the Architect/Engineer for conformance with the contract documents; maintain accurate records of accepted shop drawings and submittals. The Construction Manager shall also review all submittals and shop drawings for compliance and in cooperation with the District's A/E Firm, make recommendations for substitutions of an equal product which will save the District money and or reduce time for long lead items. The Construction Project Manager and Inspectors shall review and fully comprehend the installation requirements prescribed in the approved shop drawings. When performing inspections the Construction Management Firm shall have the approved shop drawings at hand for reference towards determining if the installation and or if the delivered materials and equipment meet the requirements outlined in the Architect/Engineers approved shop drawings.

- i. Continue progress evaluation, determine effects on project schedule and take appropriate action to adjust the work as required to maintain the accepted schedule.
- j. At a minimum, conduct bi-weekly and specially scheduled job meetings involving the project team; keep and distribute accurate minutes of meetings.
- k. Maintain a daily log of significant events, visitors and occurrences at the job site; maintain record drawings, photographs, etc.
- l. Review requests for payments from contractors and suppliers against previously established milestones and schedules.
- m. Assist in establishing and maintaining good relations with the surrounding community and implement reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications.
- n. Monitor on site conditions so as to ensure the Contractor maintains site security, a clean and safe construction environment, temporary protection and temporary support systems to prevent injuries, damage to property and loss of life.
- o. Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
- p. Collect, organize, review and approve for delivery to the School District all operating manuals, equipment lists and maintenance manuals required by the contract documents.
- q. Recommend to the School District when final inspection(s) and punch lists should be made, for example the Construction Management Firm shall initiate inspections/punchlist prior to the Contractor closing up floors, walls, ceilings and other concealed spaces. The Construction Management Firm shall ensure that the punchlist inspection(s) and final inspection(s) are conducted with all parties, Construction Inspector, Architect/Engineer and Contractor being present. The Construction Management Firm shall ensure that all punch list items are completed in a timely manner.
- r. The Construction Management Firm will be required to review and fully understand the Architect/Engineer's commissioning requirements, Contractors commissioning schedule, and to witness and sign-off on the contractors successful commissioning tests results.
- s. Assist the School District personnel in assuming operation of all systems, including scheduling of instructional (training) sessions by the contractor as required in contract documents.
- t. Deliver records, documents and other items pertinent to the project to the School District.

**SCHEDULE "B"**  
**COST PROPOSAL**

The cost proposal shall be a schedule of hourly rates for all professional staff titles which may be assigned to the contract. Proposed hourly rates shall be inclusive of all labor (professional and clerical), benefits, overhead, profit, and all other costs and fees required to perform the work and produce agreed-upon deliverables (except approved travel and reimbursable expenses). Approved travel expenses shall be reimbursed at current New York State rates. Proposals and invoices for contract work must reference job titles from this Schedule and hourly rates that do not exceed this Schedule's respective hourly fees.

<b>TITLE</b>	<b>HOURLY RATE</b>
<b>PRINCIPAL</b>	\$ <u>176.00</u>
<b>PROJECT EXECUTIVE</b>	\$ <u>166.50</u>
<b>CONSTRUCTION MANAGER</b>	\$ <u>119.00</u>
<b>SCHEDULER</b>	\$ <u>127.00</u>
<b>ESTIMATOR</b>	\$ <u>127.00</u>
<b>PROJECT ACCOUNTANT</b>	\$ <u>78.50</u>
<b>SENIOR CONSTRUCTION INSPECTOR</b>	\$ <u>133.50</u>
<b>CONSTRUCTION INSPECTOR</b>	\$ <u>127.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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

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

If at any time any of the policies required herein shall be or become unsatisfactory to the School District, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the School District, the Consultant shall upon notice to that effect from the School District, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of the Consultant to furnish, deliver and maintain such insurance, the Contract, at the election of the School District, may be declared suspended, discontinued or terminated. Failure of the Consultant to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Consultant from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Consultant concerning indemnification. All property losses shall be made payable to and adjusted with the School District.

In the event that claims, for which the School District may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Consultant until such time as the Consultant shall furnish such additional security covering such claims in form satisfactory to the School District.

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

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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

(b) Employer's Liability with minimum limit of \$100,000.

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

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

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

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

(e) Without limiting or restricting the provisions of Section 8, the Consultant shall maintain (if required) Garage Policy of insurance, including, without limitation, the following coverage:

Garage Liability Insurance including Product Liability, Contractual Liability and Completed Operations coverage, in an amount not less than \$1,000,000 combined single limit per occurrence;

Garage Keepers Insurance in the amount not less than \$1,000,000 combined single limit per occurrence; and

Excess Liability Insurance coverage in an amount not less than \$1,000,000 combined single limit per occurrence with a company or companies licensed in New York State with an A or better Best Rating

(f) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

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

(g) CONSTRUCTION INSURANCE

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

throughout the term hereof, pollution legal liability insurance with the limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damage property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the School District arising from Consultants work.

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

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

#### (h) POLLUTION INSURANCE

- i. The Consultant at his own cost and expense shall provide and maintain Contractors Pollution Liability coverage of \$5,000,000 per Occurrence and \$5,000,000 Aggregate, such aggregate must be applicable on a Per Project Basis. A Contractors Pollution or Environmental Liability Umbrella/Excess policy may be utilized to satisfy these limits.
- ii. Contractors Pollution Liability coverage should be written on an Occurrence Basis. Occurrence Coverage must be maintained for the duration of the project and for a period of three years after the completion of the contract. If written on a Claims Made Basis the policy must have a Retroactive date which is prior to the date of the Contract and it must have a claims reporting period of no less than three years.

- iii. Project Owner and all other parties required by the Contract shall be included as Additional Insureds on the policy on a primary and non-contributory basis for on-going and completed operations.
- iv. Coverage shall provide pollution liability coverage of no less than \$1,000,000 for: Transportation Pollution Liability Coverage Non-Owned Disposal Sites Contractors Pollution coverage

(i) OTHER PROVISIONS

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

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

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

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



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

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



# CERTIFICATE OF LIABILITY INSURANCE

SAVIN-1 OP ID: SM

DATE (MM/DD/YYYY)

05/24/2016

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 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).

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Thomas M. Mullard	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 585-385-0428	FAX (A/C, No): 585-662-5755	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Savin Engineers, PC 3 Campus Drive Pleasantville, NY 10570	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> National Fire Ins. Co.		20478
	<b>INSURER B:</b> Valley Forge Insurance Company		20508
	<b>INSURER C:</b> Continental Casualty Company		20443
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>Business Owners</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	5099706119	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	6023577824	11/11/2015	11/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	6023577841	11/11/2015	11/11/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X 6023577810	11/11/2015	11/11/2016	<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

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

see attached note pad  
 Re: Savin Project 5108.07 / 5108.08 : On-Call Construction Management Services (Contract 618507)

(C105, DB120 &amp; Endt Package)

**CERTIFICATE HOLDER****CANCELLATION**

<b>YONKE-3</b>  Yonkers Public Schools/ and/or City of Yonkers 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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**NOTEPAD:**HOLDER CODE YONKE-3  
INSURED'S NAME Savin Engineers, PCSAVIN-1  
OP ID: SMPAGE 2  
Date 05/24/2016

The City of Yonkers & Yonkers Public Schools are additional insured to the extent allowable under endorsements attached hereto. The above listed policies include 30-day notice of cancellation & waiver of subrogation. Blanket additional insured on a primary & non contributory basis is included under general, auto and umbrella policies. Umbrella follows form on 30-day notice of cancellation.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (Use street address only)</p> <p>Savin Engineers, PC 3 Campus Drive Pleasantville, NY 10570</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 914-769-3200</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 061241917</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Yonkers Public Schools/ and/or City of Yonkers One Larkin Center Yonkers, NY 10701</p>	<p>3a. Name of Insurance Carrier Valley Forge Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" UB1520T305</p> <p>3c. Policy effective period 11/11/15 to 11/11/16</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>

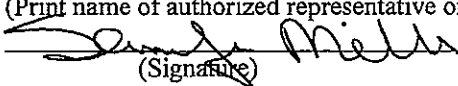
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION PAGE of the workers' 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 will also notify the above certificate holder 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.*

**Please Note:** Upon the 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: Sandye Miller  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  May 24, 2016  
(Signature) (Date)

Title: Producer

Telephone Number of authorized representative or licensed agent of insurance carrier: 781-245-5400

**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.



CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

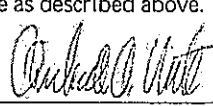
<p>1a. Legal Name and Address of Insured (Use street address only)  <b>SAVIN ENGINEERS, P.C.</b></p> <p><b>3 CAMPUS DRIVE</b>  <b>PLEASANTVILLE, NY 10570</b></p>	<p>1b. Business Telephone Number of Insured  <b>914-769-3200</b></p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number  <b>061241917</b></p>
<p>2. Name and Address of the Entity requesting Proof of Coverage (Entity being listed as the Certificate Holder)  <b>Yonkers Public Schools/ and/or City of Yonkers</b></p> <p><b>One Larkin Center</b>  <b>Yonkers, NY 10701</b></p>	<p>3a. Name of Insurance Carrier  <b>ShelterPoint Life Insurance Company</b></p> <p>3b. Policy Number of Entity listed in box "1a":  <b>DBL408924</b></p> <p>3c. Policy effective period:  <b>07/01/2015</b> to <b>06/30/2017</b></p>

4. Policy covers:

a.  All of the employer's employees eligible under the New York Disability Benefits Law

b.  Only the following class or classes of the 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 Benefits insurance coverage as described above.

Date Signed 5/24/2016 By   
 (Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Title Chief Executive Officer

IMPORTANT: if box "4a" is 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" is checked, this certificate is NOT COMPLETE for the purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Worker's Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Worker's Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York  
 Worker's Compensation Board**

According to information maintained by the NYS Worker's Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
 (Signature of NYS Worker's Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS Disability 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.



# CERTIFICATE OF LIABILITY INSURANCE

SAVIN-1 UP ID: SM

DATE (MM/DD/YYYY)

05/24/2016

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 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).

<b>PRODUCER</b> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Thomas M. Mullard	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 585-385-0428      FAX (A/C, No): 585-662-5755		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Savin Engineers, PC 3 Campus Drive Pleasantville, NY 10570	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> XL Specialty Insurance Company		37885
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			


**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability PollutionLiability	X	X	DPR9727645 DPR9727645	11/11/2015 11/11/2015	11/11/2016 11/11/2016	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

Policy includes 30-day notice of cancellation & waiver of subrogation.  
 Re: Savin Project 5108.07 / 5108.08 : On-Call Construction Management Services (Contract 618507)

<b>CERTIFICATE HOLDER</b>  YONKE-3  Yonkers Public Schools/ and/or City of Yonkers One Larkin Center Yonkers, NY 10701	<b>CANCELLATION</b>  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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**IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.**

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

**BLANKET ADDITIONAL INSURED ENDORSEMENT  
WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE**

**&**

**BLANKET WAIVER OF SUBROGATION  
Architects, Engineers and Surveyors**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS LIABILITY COVERAGE FORM  
BUSINESSOWNERS COMMON POLICY CONDITIONS**

- A. WHO IS AN INSURED (Section C)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
1. Currently in effect or becoming effective during the term of this policy; and
  2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."
- B.** The insurance provided to the additional insured is limited as follows:
1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
  2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
  3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – "Insured Contract" (Section F.9)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
  4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
    - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or
    - b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.
  5. This insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of:
    - a. The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.

**C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E.2) of the Businessowners Liability Coverage Form is amended to add the following:**

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
2. Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this Coverage Part;
3. Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
4. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

**D. OTHER INSURANCE (Section H. 2 & 3) of the Businessowners Common Policy Conditions are deleted and replaced with the following:**

2. This insurance is excess over any other valid and collectible insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other valid and collectible insurance to which the additional insured has been added as an additional insured by endorsement.

3. When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

When this insurance is excess over other valid and collectible insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other valid and collectible insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2) of the Businessowners Common Policy Conditions is deleted and replaced with the following:**

2. We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement 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 within the "products-completed operations hazard."





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

**CHANGES – NOTICE OF CANCELLATION  
OR MATERIAL COVERAGE CHANGE**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COMMON POLICY CONDITIONS**

In the event of cancellation or material change that reduces or restricts the insurance afforded by this Coverage Part (other than the reduction of aggregate limits through payment of claims), we agree to mail prior written notice of cancellation or material change to:

**SCHEDULE**

1. Number of days required by state: 30
2. Name: AS REQUIRED BY WRITTEN CONTRACT OR
3. Address: AGREEMENT



### ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the BUSINESS AUTO COVERAGE FORM as follows:

#### SCHEDULE

Name of Additional Insured Persons Or Organizations
ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED IS OBLIGATED TO PROVIDE INSURANCE WHERE REQUIRED BY A WRITTEN CONTRACT OR AGREEMENT IS AN INSURED, BUT ONLY WITH RESPECT TO LEGAL RESPONSIBILITY FOR ACTS OR OMISSIONS OF A PERSON FOR WHOM LIABILITY COVERAGE IS AFFORDED UNDER THIS POLICY

1. In conformance with paragraph A.1.c. of **Who Is An Insured** of Section II – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

POLICY NUMBER: 6023577824

COMMERCIAL AUTO  
CA 04 44 03 10

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

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named insured:

Endorsement Effective Date:

**SCHEDULE**

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

ANY PERSON OR ORGANIZATION FOR WHOM  
OR WHICH YOU ARE REQUIRED BY WRITTEN  
CONTRACT OR AGREEMENT TO OBTAIN THIS  
WAIVER FROM US. YOU MUST AGREE TO THAT  
REQUIREMENT PRIOR TO LOSS.

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

POLICY NUMBER  
6023577824

INSURED NAME AND ADDRESS  
Savin Engineers PC  
3 Campus Drive  
Pleasantville NY 10570

POLICY CHANGES  
NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

This Change Endorsement changes the Policy. Please read it carefully. This Change Endorsement is a part of your Policy and takes effect on the effective date of your Policy, unless another effective date is shown.

NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

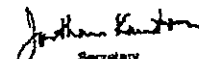
It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

  
Chairman of the Board

  
Secretary



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
CHANGES – OTHER INSURANCE**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA PLUS COVERAGE PART**

Solely with respect to the coverage afforded under this insurance to any person or organization which qualifies as an additional insured pursuant to paragraph 2. c. or e. of **SECTION II – WHO IS AN INSURED**, the **Other Insurance Condition** of **SECTION IV – CONDITIONS** is deleted and replaced with the following:

**4. Other Insurance**

This insurance is excess over "scheduled underlying insurance" and any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis. Provided, this insurance shall be either primary to, or primary to and noncontributing with, such other valid and collectible insurance available to the additional insured if so required by written contract or agreement with you. This condition does not apply to insurance purchased specifically to apply in excess of this insurance.



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

**WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA PLUS COVERAGE PART**

We will 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 work, done under a contract with that person or organization. The waiver applies only to that person or organization shown in the schedule below:

Name of Person or Organization:

Any person or organization with whom you have agreed in writing in a contract or agreement to waive any right to recovery against such person or organization, but only if the contract or agreement:

1. Is in effect or becomes effective during the term of this policy; and
2. Was executed prior to loss.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

---

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION ON WHOSE BEHALF YOU ARE REQUIRED TO OBTAIN  
THIS WAIVER OF OUR RIGHT TO RECOVER FROM UNDER A WRITTEN CONTRACT  
OR AGREEMENT.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective \_\_\_\_\_ Policy No. \_\_\_\_\_ Endorsement No. \_\_\_\_\_  
Insured \_\_\_\_\_ Premium \$ \_\_\_\_\_

Insurance Company \_\_\_\_\_

Countersigned by \_\_\_\_\_

**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY**

**NOTICE OF CANCELLATION OR MATERIAL CHANGE ENDORSEMENT**

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

1. Number of days advance notice: 30
2. Notice will be mailed to:

**NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS**

It is understood and agreed that:

*If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.*

*If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.*

*Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.*



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

As part of the School District's and City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in School District and 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.

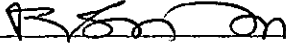
An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise 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: Asian (Indian)
  
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: Asian (Indian)
  
5. Are you certified with the Federal Government as a small disadvantaged business concern?
  - Yes
  - No

6. Name of Firm/Business Enterprise: Savin Engineers, P.C.  
Address: 3 Campus Drive  
Pleasantville, NY 10570  
Completed By (Print Name/Title): R. Srinivasaraghavan, President  
Signature: 

## SCHEDULE "E"


### CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Consultant and any individual or legal entity in which the Consultant 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 Consultant (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 Consultant agrees that the warranties and representation in paragraph "A" are material conditions of this Contract. If the School District and/or the City receive(s) information that the Consultant is in violation of paragraph "A", the School District and/or the City shall review such information and give the Consultant opportunity to respond. If the School District finds that such a violation has occurred, the School District may declare the Consultant in default, and/or terminate this Contract. In the event of any such termination, the School District and/or the City may procure the supplies, services or work from another source in accordance with applicable law. The Consultant shall pay to the School District and/or the City the difference between the contract price for the uncompleted portion of this Contract and the cost to the School District and/or the City of completing performance of this Contract either by itself or by engaging another Consultant. If this is a contract other than a construction contract, the Consultant shall be liable for the difference in price if the cost of procurement from another source is greater than

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

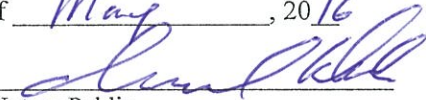
Agreed:

R. Srinivasaraghavan, Savin Engineers, P.C.  
(Legal Name of Person, Firm or Corporation)

By:   
(Signature of Authorized Representative)  
President  
(Title)

Dated: 5/20/16

SWORN to before me this 26 day  
of May, 2016

  
Notary Public

**IMMANUEL ABAKU**  
Notary Public, State of New York  
No. 01AB6245597  
Qualified in Westchester County 18  
Commission Expires July 25, 2018

**SCHEDULE "F"**  
**CONSULTANT DISCLOSURE FORM**

**Instructions:** The Consultant Disclosure Form has been developed to collect information from contractors who wish to do business with the Yonkers Public Schools and the City of Yonkers, to ensure that the Yonkers Public Schools and the City of Yonkers are in compliance with all local, county, state and federal mandates.

1. Every Consultant submitting a bid or proposal to the Yonkers Public Schools or the City of Yonkers must complete and return a Consultant's Disclosure Form.
2. The Consultant's Disclosure Form must be complete and notarized. Failure to complete all parts of the Consultant's Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Consultant is a joint venture, the joint venture and each of the joint venture partners must submit a complete Consultant's Disclosure Form.
4. If the Consultant is fully or partially owned by one or more corporations, each Corporation must submit a complete Consultant's Disclosure Form.
5. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Consultant shall require submission of an amended form within ten (10) working days of the change which shall be submitted to the School District, with a copy to the City of Yonkers Bureau of Purchasing, citing the contract name/number, if applicable.
6. Providing any false, incomplete or inaccurate information in the Consultant's Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on contracts for a period of up to three (3) years.
7. A Consultant shall not perform any work whatsoever without first having submitted a Disclosure Form.

Bid Name/Specifications: RFQ-316 On-Call CM Services

Consultant Name: Savin Engineers, P.C.

Consultant Address: 3 Campus Drive

City: Pleasantville State: NY Zip Code: 10570

List of all other Addresses of Consultant: \_\_\_\_\_

(Assumed Name, if any): \_\_\_\_\_

Contact Person: R. Srinivasaraghavan

Consultant Telephone No: 914-769-3200

Consultant Fax No.: 914-747-6686

Email Address: nivas@savinengineers.com

Federal Employer I.D. # or Social Security #: 06-1241917

Supplier is a certified Minority/Women Business Enterprise: MBEX  WBE  Neither

**A. DISCLOSURE OF OWNERSHIP INTEREST**

All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Supplier is a (check one):  For Profit Corporation       Sole Proprietor/Consultant  
 Partnership       Not-For-Profit Corporation  
 Limited Liability Company       Other: \_\_\_\_\_  
 Joint Venture

SECTION 1. FOR PROFIT CORPORATIONS

a. Incorporated in the State of New York

b. Corporation in good standing: Yes  No

c. Authorized to do business in the State of New York: Yes  No

d. List below the names of all Directors and Officers of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address
<u>R. Srinivasaraghavan;</u>	<u>President,</u>	<u>3 Campus, P'le NY</u>
<u>James M. Gavin;</u>	<u>Exec. V.P.;</u>	<u>3 Campus, P'le NY</u>
<u>Larry M. Smith;</u>	<u>Sr. V.P.;</u>	<u>3 Campus Dr, P'le NY</u>

e. If the corporation has fewer than 100 shareholders indicate below or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
<u>R. Srinivasaraghavan,</u>	<u>3 Campus, P'le;</u>	<u>100%</u>

f. Is the corporation owned partially or completely by one or more other corporations? YES  NO . If "Yes", provide the above information, as applicable, for each of said corporations.

Name (Print or Type)	Address	Federal Employee ID#	Ownership Interest

SECTION 2. PARTNERSHIPS /LIMITED LIABILITY COMPANIES      N/A

a. If the Consultant is a partnership or limited liability company indicate, or attach list, the name, address and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

Name (Print or Type)	Address	Ownership Interest

SECTION 3. JOINT VENTURES                      N/A

a. If the Consultant is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

Name (Print or Type)	Address	Ownership Interest

SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS                      N/A

a. If the Consultant is a sole proprietor/consultant, is the Consultant acting in any representative capacity on behalf of any beneficiary? YES { } NO { }.

If "YES" complete items b and c of this Section.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address of the principal(s) for the agent or nominee holding such interest.

Name(s) of Principal(s) (Print or Type)	Address

c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address of such person or entity processing such control and the relationship under which such control is being or maybe exercised:

Name(s) of Principal(s) ( Print or Type)	Address	Relationship

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

N/A

a. Incorporated in the State of \_\_\_\_\_

b. Authorized to do business in the State of New York: Yes ( ) No ( )

c. Is corporation a 501(c) 3 organization? Yes ( ) No ( )

d. List below the names of all Directors and Officers of corporation (or Attach List):

Name (Print or Type)	Title (Print or Type)	Address

SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

N/A

If the Consultant is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held.

Name (Print or Type)	Address	Ownership Interest

B. ETHICS CODE

The Consultant acknowledges that it is familiar with the Yonkers Public Schools Code of Ethics, as amended from time to time.

1. To its knowledge, the Consultant is in compliance.

2. To its knowledge, the Consultant is not in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of the City of Yonkers or the Yonkers Public

Schools or a current or former member of the Yonkers City Council or the Board of Education of the Yonkers Public Schools? Yes \_\_\_ NO X.

If "Yes," please provide the name of such person, and explain briefly the relationship and the circumstances below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

1. For purposes of this section, "Consultant" means a person or entity who within the past five years has had a Contract or purchase order with the Yonkers Public Schools or the City of Yonkers.

2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Consultant has retained or expects to retain with respect to the Contract or purchase order. In particular, the Consultant must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of another person undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

3. The Consultant is not required to disclose the identity of employees who are paid solely through the Consultant's regular payroll.

**B. Disclosure**

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Consultant with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

Name	Business Relationship	Address	FEIN#
<u>N/A</u>			
_____			
_____			
_____			

CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: X

IF SUCH PERSONS ARE RETAINED, THE CONSULTANT IS REQUIRED TO FILE AN AMENDMENT TO THIS CONSULTANT'S DISCLOSURE FORM.



**D. WORK RELATED DISCLOSURE**

For purposes of this section, "Controlling Person" means an affiliated entity or person who is a director, officer, partner, managing member, proprietor, owner of 10 % or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Consultant.

If the answer to any of the following questions is "Yes", please indicate the responding party as either the Consultant or Controlling Person(s).

1. In the past five years, has the Consultant or Controlling Person(s) existed or operated a business under another name? YES X NO \_\_\_\_\_

If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.

Engineers Consortium, LLP; eng. svcs., active; 2004 - present

Campus, LLC; property owner; active; 1999 - present

2. Does the Consultant or Controlling Person(s) own any property within the City of Yonkers? YES \_\_\_ NO X  
If "Yes," please list the address of each property.

3. Has the Consultant or Controlling Person(s) previously performed work for the City or School District? YES X NO \_\_\_\_\_

If "Yes", please list the date and nature of goods or services provided to the City or the School District.

Professional engineering services; 2014

CM and CX services; 2014

4. In the past five years has the Consultant or Controlling Person(s) rendered goods or performed services for any other governmental agency? YES X NO \_\_\_\_\_

If "Yes", please list the agency, date and nature of goods rendered or services performed.

County of Westchester; 2015 engineering services

5. 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 Consultant currently delinquent in its financial obligations to the City or the School District or the City's affiliated agencies, boards or commissioners? YES \_\_\_\_\_ NO X

If "Yes", please attach explanation.

6. In the past five years, have consequential, liquidated or special damages been assessed against the Consultant or Controlling Person(s) upon completion of any governmental agency contracts? YES \_\_\_ NO X

If "Yes", please attach explanation.

7. In the past five years, has the Consultant or Controlling Person(s) defaulted on any indebtedness, judgment, or other financial obligation? YES \_\_\_ NO X  
If "Yes", please attach explanation.

8. In the past five years, has the Consultant or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgment, or filed a petition for bankruptcy or reorganization? YES X NO \_\_\_  
If "Yes", please attach explanation and cite caption, case/docket number and disposition.

Only construction-related claims. See attached.

Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

9. In the past five years, has the Consultant or Controlling Person(s) been sued for failing to pay subcontractors for work performed? YES \_\_\_ NO X  
If "Yes", please attach explanation and cite caption, case/docket number and disposition.

10. The Consultant has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the School District or the City: worker's compensation and employers' liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance.  
YES X NO \_\_\_  
If "NO", please attach explanation.

**If the Consultant is a construction Consultant, please complete the following questions:**

11. In the past five years, has the Consultant or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws?  
YES \_\_\_ NO X  
If "Yes", please attach all violations and state whether the violations caused injuries.

12. In the past five years, has the Consultant or Controlling Person(s) been investigated or found in noncompliance of the State of New York prevailing wage requirements?  
YES \_\_\_ NO X If "Yes", please attach explanation.

13. In the past five years, has the Consultant or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations? YES \_\_\_\_\_ NO X  
If "Yes", please attach explanation.

14. In the past five years, has the Consultant or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business? YES X NO \_\_\_\_\_  
If "Yes", please attach explanation.  
See attached.

**E. CONSULTANT CERTIFICATION**

**A. Consultant**

The Consultant certifies that the following is true and correct:

1. The Consultant or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Consultant or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Consultant, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Consultant's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the Yonkers Public Schools, the City of Yonkers, the State of New York, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of guilt of such conduct described in Section I(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.

**B. Subcontractor**

The Consultant certifies that the following is true and correct:

1. The Consultant has obtained from all subcontractors to be used in the performance of the Contract, known by the Consultant at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Consultant, the Consultant is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) or (c) above.

**C. Certification Regarding Suspension and Debarment**

1. The Consultant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the City;
- b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
- d. Have not within a five year period preceding the Contract had one or more public transactions (Federal, State, and Local) terminated for cause or default.

2. If any subcontractors are to be used in the performance of the Contract, Consultant shall cause such subcontractors to certify as to Section G (C) (1) of this Consultant's Disclosure Form.

**D. Anti-Collusion**

The Consultant, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Consultant's Disclosure Form.

**INCORPORATION INTO CONTRACT DOCUMENT**

The above certifications shall become part of any Contract awarded to the Consultant or entered into during the year that this Consultant's Disclosure Form is in effect. Further, the Consultant shall comply with these certifications during the term or performance of any Contract awarded to the Consultant, and any extension thereof.

**ATTESTATION CLAUSE**

Under penalty of perjury, I certify that I am authorized to execute this Consultant's Disclosure Form on behalf of the Consultant set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Consultant's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by the Yonkers Public Schools or the City of Yonkers to verify the information provided in this Consultant's Disclosure Form. I understand that providing any false, incomplete or inaccurate information in this Consultant's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Consultant's Disclosure Form.

*R. Srinivasaraghavan*

Signature of Authorized Officer

R. Srinivasaraghavan

Name of Authorized Officer (Print or Type)

President

Title

5/26/16

Date

State of NEW YORK  
County of WESTCHESTER

Signed and sworn to before me this 26 day  
of May, 2016

My commission expires:

*Immanuel Abaku*  
Notary Public Signature

**IMMANUEL ABAKU**  
Notary Public, State of New York  
No. 01AB6245597  
Qualified in Westchester County  
Commission Expires July 25, 2018

## Vendor Information

CLOSE WINDOW  HELP

## Vendor Information

Business Name	<b>SAVIN ENGINEERS PC</b>
Owner	<b>R Srinivasaraghavan</b>
Address	<b>3 CAMPUS DRIVE PLEASANTVILLE, NY 10570</b>
> <a href="#">Map This Address</a>	
Phone	<b>914-769-3200</b>
Fax	<b>914-747-6686</b>
Email	<a href="mailto:nivas@savinengineers.com">nivas@savinengineers.com</a>
Website	<a href="http://www.savinengineers.com">http://www.savinengineers.com</a>

## Certification Information

Certifying Agency	<b>New York State</b>
Certification Type	<b>MBE - Minority Business Enterprise</b>
Certified Business Description	<b>ENGINEERING CONSULTANTS</b>

## Commodity Codes

Code	Description
CSI 017123	Field Engineering
ESD C-0241	ENGINEERING CONSULTANTS
NIGP 91842	Engineering Consulting (Inactive, please see commodity code 907-40 effective January 1, 2016)

## Additional Information

Work Districts/Regions	<b>All work districts/regions</b>
Industry	<b>Construction Consultants</b>
Business Size	<b>Over \$5 million</b>
General Location	<b>Upstate New York</b>
Location	<b>Mid-Hudson</b>

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## History of Construction Related Lawsuits

Owner	Contractor	Claimant	Date Summons Received	Nature of Accident / Injury	Status
NVSTA	Safety Marking, Inc.	Y. Fuentes	5/6/2011	Traffic accident on Thruway	claim against Savin was dismissed
Long Beach School District	Milcon Construction Corporation	W. Kantorowicz	7/14/2010	Roofer fell off roof	closed
Long Beach School District	MPCC Corp.	Lenin Reinoso	10/1/2012	Construction worker fell from scaffold	claim against Savin was discontinued
Pelham Union Free School District	Wager Contracting Co., Inc.	Khaled Radwan	3/27/2012	Construction worker fell from scaffold	claim dismissed
Pelham Union Free School District	Honeywell	Pelham Union Free School District	2/7/2011	High school boiler failure	claim against Savin was dismissed
The City of New York	LiRo/Hazen and Sawyer, P.C., JV	Gary D. Robinson	5/14/2012	Construction worker injured at waste water plant construction	closed
Pelham Union Free School District	Wager Contracting Co., Inc.	Richard & Sana Wager; Rogerio Santos	1/14/2011, 1/31/2011	Construction workers were injured during roof demolition.	open (Wager); closed (Santos)

WORK - RELATED ACCIDENTS

Accident Type	Description	Claim	Date of Loss	Nature of Accident / Injury	Status
Workers Comp	Company vehicle mirror hit and broken by oncoming truck	Worker's Comp claim for injured employee	11/12/2015	Employee (driver) treated briefly at hospital for minor cuts from broken mirror	closed
Auto	Motorist collided with (parked and unoccupied) Company vehicle at job site	Savin insurance carrier filed claim against Nationwide Insurance	7/6/2015	No injuries; minor auto damage only	closed
Auto	Motorist driving rental car collided with Company vehicle on public road	Savin insurance carrier filed claim against Enterprise Rent-A-Car	7/2/2015	No injuries; minor auto damage only	closed
Auto	Company vehicle slow speed rear end collision with vehicle at rest	No claim filed	6/29/2015	No injuries; no damage	-
Workers Comp	Temp employee contracted illness while staying at motel during business trip	Worker's Comp claim for injured employee	5/6/2013	Employee received medical treatment and a hospital stay	closed

**SCHEDULE "G"**  
**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/Consultant, any person signing on behalf of any Bidder/Consultant 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/Consultant and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Consultant is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Consultant 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 Yonkers Public Schools or the City of Yonkers receive information that a Bidder/Consultant is in violation of the above-referenced certification, the School District 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 School District and/or 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/Consultant in default.

The Yonkers Public Schools and the City of Yonkers reserve the right to reject any bid or request for assignment for a Bidder/Consultant 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/Consultant that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, R. Srinivasaraghavan, being duly sworn, deposes and says that he/she is the President of the Savin Engineers, P.C. Corporation and that neither the Bidder/Consultant nor any proposed subcontractor is identified on the Prohibited Entities List.

  
\_\_\_\_\_  
SIGNED

SWORN to before me this 26 day  
of May, 2016

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

**IMMANUEL ABAKU**  
Notary Public, State of New York  
No. 01AB6245597  
Qualified in Westchester County  
Commission Expires July 25, 2018



**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 Yonkers Public Schools and/or 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 Yonkers Public Schools and/or City of Yonkers for the required services. The undersigned agrees and understands that the Yonkers Public Schools and/or 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 Yonkers Public Schools and/or the City of Yonkers, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the Yonkers Public Schools and/or 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 Yonkers Public Schools and/or the City of Yonkers reserve 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 Yonkers Public Schools and/or 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.

R. Srinivasaraghavan, Savin Engineers, P.C.

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

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

*R. Srinivasaraghavan*

*(Signature of Authorized Representative)*

\_\_\_\_\_  
President

*(Title)*

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

5/26/16

SWORN to before me this 26 day  
of May, 2016

*Immanuel Abaku*  
Notary Public

**IMMANUEL ABAKU**  
Notary Public, State of New York  
No. 01AB6245597  
Qualified in Westchester County  
Commission Expires July 25, 2018