



LiRo Engineers, Inc.
 A LiRo Group Company

100 Duffy Avenue, Hicksville, New York 11801

Telephone 516.595.2900

Facsimile 516.681.0589

October 22, 2018

Mr. Lee Pavone, P.E.
 Facilities Management Department
 Yonkers Public Schools
 1 Larkin Center
 Yonkers, New York, 10701

RE: Asbestos Abatement Project Monitoring
 Public School 24, P.O. 2019-00000486
 Public School 25, P.O. 2018-00007714
 Roosevelt High School, P.O. 2018-00007714
~~Gorton High School, P.O. 2018-00000193~~ W

Dear Mr. Pavone:

Enclosed, please find copies of our requests for payment in connection with the asbestos abatement projects completed at Public School 24, Public School 25, Roosevelt High School and Gorton High School. Also enclosed are two CDs that have copies of these same payment requests along with a copy of the abatement project close out report for each school.

As indicated in our original proposal for this work dated January 17, 2018, LiRo had estimated that the abatement at PS 24, PS 25 and Roosevelt High School would be completed in fifty-four (54) work shifts, however, the actual utilization for the complete abatement was seventy-eight (78) work shifts as follows:

- PS 24 – 25 eight-hour shifts (originally projected to be 20 shifts)
- PS 25 – 33 eight-hour shifts (originally projected to be 12 shifts)*
- Roosevelt High School – 20 eight-hour shifts (originally projected to be 22 shifts)

*Additional door caulking abatement was added to the original scope of work

Accordingly, LiRo experienced an overage of 24 work shifts. Applying our approved per-shift rate in the two above referenced Purchase Orders of \$1,022.71, the corresponding cost for these additional services is ~~\$24,545.11~~ **\$24,342.50**. Copies of the field inspection logs generated for each work shift are included in the hardcopy of each invoice as well as in the respective close out reports. Please contact our office if any additional information is needed to process our payments or change order request. Thank you.

Sincerely,
LiRo Engineers, Inc.


 Christopher Zanoni
 Sr. Associate Vice-President

CC John Carr, P.E. YPS

Attachments

*CORRECTED
 LEE PAVONE
 3/19/2019
 \$24,342.50*



LiRo Engineers, Inc.

A LiRo Group Company

Three Aerial Way, Syosset, NY 11791 Telephone 516 938.5476 Facsimile 516 937.5421

January 17, 2018

Mr. John Carr, P.E.
School Facilities Management Department
Yonkers Public Schools
One Larkin Center, 3rd Floor
Yonkers, NY 10701

COPY

**Re: Request for Proposal
Environmental Project Monitoring Services
Yonkers Public Schools (YPS) Project No. 10742, 10745, & 10746**

Dear Mr. Carr:

LiRo is pleased to submit the attached proposal to provide Yonkers Public Schools with Environmental Project Monitoring Services in connection with the proposed School Facilities Management Department Capital Improvement Project at School 24, School 25, and Roosevelt High School. We recognize the scope of work under this contract will include asbestos abatement project monitoring, area air sampling and testing, and associated project support in relation to the remediation summarized in the project documents generated by Adelaide/Sammel Architecture for School 24 and Roosevelt High School, and JLC/MSA for School 25. Based upon a minimum abatement crew of 8 New York State Department of Labor certified Asbestos Handlers, we estimate the duration for the abatement at these schools to be as follows:

- School 24 – 20 eight hour shifts
- School 25 – 12 eight hour shifts
- Roosevelt High School – 22 eight shifts

As requested, our fee proposal for this work is presented in Table 3 of the attached Request for Proposal package. The total fee proposal of \$55,226.50 reflects the application of the fully loaded Project Monitor rate (quoted in section 3.02 of the Request for Proposal package) to these approximated durations.

LiRo has been under contract with the City of Yonkers since 2014. Through our service to the City of Yonkers, YPS, and multiple other public agencies including the New York City School Construction Authority, Dormitory Authority State of New York, and New York Power Authority, among others, LiRo possesses extensive experience in managing asbestos removal projects and monitoring abatement activities. We have the personnel resources, technical knowledge and familiarity with procedures to fully support Yonkers Public Schools with this project.

We appreciate the opportunity to submit this proposal. Should you require any additional information, please contact me at 516-938-5476.

Sincerely,
LiRo Engineers, Inc.

Christopher Zanoni
Senior Associate Vice President

Attachment (Request for Proposal forms)

The Consultant may be asked to review, recommend for approval to the owner and CM all change orders which may be encountered during the project. Compensation for these services will be compensated the Additional Service Fee Part 3.05.

The Consultant shall include under the Basic Services fee Part 3.01 reviewing and answering asbestos abatement project RFI's.

PART 2 – GENERAL SUBMISSION REQUIREMENTS AND FORMAT

2.03 RFP/CONTRACT AWARD TIMETABLE (ANTICIPATED)*

Issuance Date: January 3, 2018
Pre-Response Conference Call: January 10, 2018 at 10:00 am
Dial in Number: (712) 432-9998
Participant Access Code: 415470#
Questions cut-off date: January 12, 2018 at 3:00 pm.
Response Due Date: January 17, 2018, at 3:00 pm
BOE Approval: Contract Start March, 2018

PART 3 – FEE PROPOSAL

3.01 COMPENSATION FOR BASIC SERVICES

The fee will be based on Services and be billed at the proposed hourly rates and against the Consultants estimated not to exceed budget, as listed in Table Part 3 - Fee Proposal, Part 3.01:

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

Category	Ave. Direct Hourly Rate	Inc. Direct Personnel Multiplier <u>2.0</u>	Ave. Hourly Rate Charged (inc. O&P)
Principal	\$100.00	\$200.00	\$200.00
Project Manager	\$42.00	\$84.00 ➤	\$84.00
Management Planner	\$30.00	\$60.00	\$60.00
Asbestos Inspector	\$30.00	\$60.00	\$60.00
*Project Monitor	\$38.00	\$76.00 ➤	\$76.00
CAD Operations	\$25.00	\$50.00	\$50.00
Cost Estimator	\$30.00	\$60.00	\$60.00

Clerical Support \$15.00 \$30.00 \$30.00

*Includes all supervisory time

All employees proposed for work under this contract must be labeled with one of the above titles in the proposal under 3.01.

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3.03 REIMBURSABLES

Expenses such as laboratory testing (time associated with sampling shall be included in Part 3.01 Basic Services Fee), printing, shipping or increase in deliverables beyond that listed elsewhere, incurred by the Consultant that are directly and solely required to complete the work in this proposal will be reimbursed by the YPS in accordance with the Consultants proposed Markup and **estimated** not to exceed **Bid Budget** listed in Table Part 3 – Fee Proposal, Part 3.03. Copies of receipts are required to receive reimbursement. Travel, lodging and meals will not be compensated *without prior written authorization* to do so by the YPS.

TABLE 3 - FEE PROPOSAL	
School 24	
Part 3.01 Basic Environmental Project Monitoring Services Not to Exceed Fee Based on Proposed Hourly Rates:	\$12,160.00
Part 3.03 Estimated Reimbursables: Consultants Proposed Markup = <u>15%</u>	\$1,824.00
Part 3.05 Additional Services:	\$3,500.00
Total School 24 (A):	\$17,484.00
School 25	
Part 3.01 Basic Environmental Project Monitoring Services Not to Exceed Fee Based on Proposed Hourly Rates:	\$8,200.00
Part 3.03 Estimated Reimbursables: Consultants Proposed Markup = <u>15%</u>	\$1,230.00
Part 3.05 Additional Services:	\$5,000.00
Total School 25 (B):	\$14,430.00
Roosevelt H.S.	
Part 3.01 Basic Environmental Project Monitoring Services Not to Exceed Fee Based on Proposed Hourly Rates:	\$13,750.00
Part 3.03 Estimated Reimbursables: Consultants Proposed Markup = <u>15%</u>	\$2,062.50
Part 3.05 Additional Services:	\$7,500.00
Total Roosevelt H.S. (C):	\$23,312.50

TOTAL FEE PROPOSAL: A+B+C	\$55,226.50
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TOTAL SUM OF THIS PROPOSAL: Fifty Five Thousand Two Hundred and Twenty Six Dollars and Fifty Cents (\$55,226.50)

Peter Gerbasi

Architect or Engineer

(printed name of proposer)

3.04 CONTRACT TERM

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

3.05 COMPENSATION FOR ADDITIONAL SERVICES

For additional services of the Consultant, beyond the scope of work described herein, the Consultant shall be compensated per a negotiated lump sum or by a time and material basis as per the discretion of the YPS. See 3.02 Hourly Payment Rates for Various Titles.

3.06 PAYMENTS

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

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



COPY

**CITY OF YONKERS / YONKERS PUBLIC SCHOOLS
SCHOOL FACILITES MANAGEMENT**

One Larkin Center – 3rd floor
Yonkers, NY 10701
Phone: 914.376.8008

**Request for Proposal
for
Environmental Project Monitoring Services
for
School Facilities Management Department
2018 Capital Projects**

YPS Project No. 10742, 10745, & 10746

Addendum #1 for Issue on January 16, 2018

For Issue on January 3, 2018
Response Due Date: January 17, 2018 at 3:00 pm

This is a request for proposals (RFP) to perform Environmental Project Monitoring Services for the School Facilities Management Dept. Capital Improvement Project (SFMD) of the Yonkers Public Schools (YPS). This RFP will be the basis, in part or in whole, of an Agreement between the successful proposer and the YPS for the work described at the rates and schedule proposed herein and/or as amended by negotiation.

Submit proposals electronically via email to:

Mr. John P. Carr, Executive Director, School Facilities Management
jcarr@yonkerspublicschools.org

COPY

PART 1 - THE CONSULTANT'S RESPONSIBILITIES

1.01 BASIC SERVICES

The selected Environmental Consulting Firm hereinafter referred to as the "Consultant", shall perform the scope of services as outlined in RFQ-317, Articles 4.2 & 4.5.

The successful candidate will be required to provide Environmental Project Monitoring Services for the capital project listed below. The Consultant will provide necessary staff required to successfully manage the Project in accordance Environmental Protection Agency AHERA, New York State Code Rule 56, and NY State Education Department Regulations and with contract documents and Project Schedule.

- Museum School 25 Reconstruction of Building Envelope, Interior Finishes and Site Work, YPS #10746
- School 24 Reconstruction of Portions of the Building Envelope, Interior Finishes and Site Work, YPS #10745
- Roosevelt High School Building Envelope, Interior & Athletic Field Upgrades, YPS #10742

SCHOOL 24:

The work of this contract is to be performed on School 24 located at 50 Collin Street, Yonkers, NY includes but is not limited to:

- a. The removal of multiple layers of EPDM & Modified Bitumen Roofing and installation of new EPDM roofing and related flashing at flat roofs.
- b. Masonry restoration which includes but not limited to brick replacement, repointing, stucco repair, lintel replacement and caulking.
- c. Exterior door replacement.
- d. Site work for ADA improvements which includes but not limited to installation of new exterior ADA ramps, concrete sidewalk repair and asphalt paving.
- e. Relocation of the school's main office from the 2nd floor to the 1st floor which includes alterations to existing walls, ceilings, finished flooring, HVAC, plumbing and electrical systems.
- f. Energy efficient lighting and lighting control upgrades to all spaces within the school.
- g. Upgrading HVAC controls for all classroom Unit Ventilators.
- h. Installation of new security and access control systems.
- i. Related asbestos abatement.

The Project has been let for bid and is a Wicks Law Project having a total of five (5) Contracts; General Construction Masonry & Roof, General Construction Interior & Site, HVAC, Plumbing and Electrical. It is anticipated these five contracts will be awarded prior to the issuance of an Environmental Consulting Services Contract to the successful proposer.

SCHOOL 25:

The work of this contract is to be performed on Museum School 25 located at 579 Warburton Avenue, Yonkers, NY includes but is not limited to:

- COPY**
- a. The removal of existing built up roofing and installation of new EPDM roofing on flat roofs and related flashing.
 - b. Replacement of existing slate shingles with new architectural shingles on pitched roofs and related flashing.
 - c. Replacement of exterior windows and window shades.
 - d. Replacement of exterior doors, frames and related hardware.
 - e. Masonry restoration which includes but not limited to brick replacement, repointing, cast stone repairs, lintel replacement and caulking.
 - f. Site restoration work which includes but is not limited to replacement of concrete sidewalks and stairs, fence replacement and repairs and alterations to the school's main entrance sidewalk.
 - g. Interior restoration includes upgrading select classrooms which included replacement of existing flooring, ceilings, lighting and sinks.
 - h. Installation of a new security and door access control system.
 - i. Split AC unit for the School's IT Closet and related electric.
 - j. Related asbestos abatement.

The Project has been let for bid and is a Wicks Law Project having a total of seven (7) Contracts; General Construction Site, General Construction Interior, General Construction Windows & Door, General Construction Roof & Masonry, HVAC, Plumbing and Electrical. It is anticipated these seven contracts will be awarded prior to the issuance of an Environmental Consulting Services Contract to the successful proposer.

ROOSEVELT HIGH SCHOOL

The work of this contract is to be performed on Roosevelt High School located at 631 Tuckahoe Road, Yonkers, NY includes but is not limited to:

- a. New artificial turf athletic field.
- b. Auditorium alterations and upgrades.
- c. Locker Room alterations.
- d. Toilet Room alterations including ADA improvements.
- e. Roofing repairs and improvements.
- f. Masonry repointing and improvements.
- g. HVAC and Electrical upgrades.
- h. Related asbestos abatement.

The Consultant is to review the Contract Bid documents for each project for scope of work and schedule including all addendums before submitting a proposal and said documents can be found on <https://www.empirestatebidsystem.com>, Bid Schedule IFB-6192, No IFB-6206 & IFB-6191. Unless otherwise noted for construction schedules see Part 11.B INFORMATION FOR BIDDERS of the Contract Manual and Specifications for each project.

On a daily basis the Consultant shall coordinate with the District's Construction Manager (CM) and update the CM as to the abatement contractor's progress in meeting the approved abatement schedule.



**SERVICE
PURCHASE ORDER**



PURCHASE ORDER
YONKERS PUBLIC SCHOOLS

PO: 2019-0000486

CITY OF YONKERS / YONKERS PUBLIC SCHOOLS

Contract No: 618430
PO Date: 08/06/2018

Deliver By:	06/30/2019
FOB:	Destination
Terms:	NET 30
Buyer:	Alex Schenck
Revision:	0
Revised Date:	


SHIP TO
Schools Facilities Management
One Larkin Center 3rd Floor
YONKERS, NY 10701
Tel:

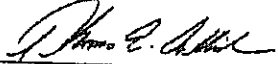
VENDOR
LIRO ENGINEERS INC
3 AERIAL WAY
SYOSSET, NY 11791
Tel: 5162148152

**SEND
INVOICE TO**

YOU ARE HEREBY NOTIFIED THAT YOUR BID/PROPOSAL FOR THE ARTICLE(S) BELOW HAS BEEN ACCEPTED AND YOU ARE HEREBY DIRECTED TO FURNISH THE SAME PER THE TERMS HEREOF:

AccountsPayable@yonkersny.gov
ACCOUNTS PAYABLE DEPARTMENT
ONE LARKIN CENTER, 3rd FLOOR
YONKERS, NEW YORK 10701
(914) 377-6120 OR (914) 377-6124: City of Yonkers
(914) 376-8037: Board of Education

Vendor Contact: ALL - SYOSSET			Email:		Fax: 5169380151	
LINE	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
1	17484.000 0	DOL	<p>PROPOSAL LETTER DATED JANUARY 17, 2018 BY CHRIS ZANONI – SCHOOL 24 ENVIRONMENTAL PROJECT MONITORING SERVICES – THIRD OF THREE PROJECTS AWARDED TO LIRO VIA BOE RESOLUTION No. 20.3 Approved 4/18/2018... .. Department shall verify invoices against Schedule B Master Contract 618430 to ensure all services billed according to contract... ..</p> <p>DASNY-PS24 ENVIRONMENTAL MONITORING SERVICES - PERFORM SCOPE ON AN HOURLY BASIS PER CONTRACT RATES, NOT TO EXCEED \$12,160... ..PO Includes additional 15% allowance for reimbursable expenses (\$1,824) and \$3,500 for other environmental contract services provided on an hourly basis if authorized by YPS in writingSEE PO#2018-00007714 FOR RELATED DASNY PROJECTS AT PS-25 AND ROOSVELT</p>	1.0000	17,484.00	
<p>THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS</p> <p>DELIVERIES SHALL BE MADE BETWEEN 9:00 A.M. AND 3:00 P.M. WITHIN THIRTY CALENDAR DAYS AFTER RECEIPT OF ORDER UNLESS OTHERWISE SPECIFIED HEREIN. ALL DELIVERIES ARE SUBJECT TO INCOMING INSPECTION. (1) PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING PAPERS, INVOICES, CLAIMS, AND CORRESPONDENCE. (2) PURCHASES ARE NOT VALID UNLESS COVERED BY A PURCHASE ORDER SIGNED BY THE DIRECTOR OF PURCHASING. ADDRESS ALL CORRESPONDENCE TO DIRECTOR OF PURCHASING. (3) THE CITY OF YONKERS IS EXEMPT FROM ALL LOCAL AND STATE USE AND SALES TAX INCLUDING FEDERAL EXCISE TAXES. EXEMPTION NUMBERS AND CERTIFICATES ARE NOT ISSUED TO NYS GOVERNMENTAL ENTITIES. THE GOVERNMENT PURCHASE ORDER IS SUFFICIENT FOR THE VENDOR NOT TO COLLECT SALES TAX.</p> <p>TERMS AND CONDITIONS ON LAST PAGE</p>				TOTAL	17,484.00	
				PAY THIS AMOUNT 	\$17,484.00	


DIRECTOR OF PURCHASING

PURCHASE ORDER TERMS AND CONDITIONS

PO: 2019-00000486

14. **Labor Law:** If provision of the Goods or Services involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Seller's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Seller and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Certified payrolls must be submitted with payment requests. The current NYS Prevailing Wage Schedule can be found at <http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=show>. Seller is responsible to locate and comply with any updates or amendments thereto.

15. **Licensing:** In connection with any services provided hereunder, Seller shall be licensed in accordance with all applicable federal, state, and local laws, including without limitation, all plumbing and electrical contractors must be fully licensed by the Trades Licensing Division of the Westchester County Clerk.

16. **Governing Law.** The parties agree that in the event of any disagreement or dispute arising under this PO that New York Law shall apply and venue of any proceeding or action in relation to this contract shall be in Supreme Court, Westchester County.

17. **Purchaser Tax-Exempt** Purchaser is exempt from all sales, excise or Federal transportation taxes and the provisions of the Robinson Patman Act. Tax exemption numbers and certificates are not issued to New York State governmental entities. The governmental purchase order is sufficient for the vendor not to collect sales tax.

18. **Invoices.** All invoices, packages, shipping tickets, and correspondence must identify the PO number and be sent to the City of Yonkers/Yonkers Public Schools, Accounts Payable Department, One Larkin Center, 3rd Floor, Yonkers, New York 10701 (914-377-6120/914-377-6124).

19. **Miscellaneous.** This PO will be binding on the Parties and their respective successors and permitted assigns. Seller may not assign this PO or any of its rights and obligations hereunder without Purchaser's express prior written consent. Any attempted assignment without such consent will be void. Seller may not modify, waive or supplement this PO or any term or condition hereof. This PO may only be changed or modified by Purchaser by a written instrument signed by Purchaser's Director of Purchasing. The failure of Purchaser to insist, in any one or more instances, upon performance of any of the terms, covenants or conditions of this PO, or to otherwise exercise any right or remedy under this PO or otherwise, will not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, or of the future exercise of such right or remedy. If any provision of this PO is determined to be invalid, void or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect. This PO is not for the benefit of any third parties. Nothing contained herein will create any agency, partnership, association, or joint venture between the Parties. The relationship of Seller to Purchaser is that of independent contractor solely and Seller is directly responsible for the mode, method, and manner of its activities. All provisions that logically ought to survive termination of this PO shall survive. The terms of the underlying contract between the Parties for the Goods and Services, if any, takes precedence over the terms of this PO.

By signing the Seller: _____ expressly agrees to the terms hereof.

By: _____ Date: _____

Name: _____ Title: _____



**SERVICE
PURCHASE ORDER**



PURCHASE ORDER
YONKERS PUBLIC SCHOOLS

PO: 2018-00007714

CITY OF YONKERS / YONKERS PUBLIC SCHOOLS

SHIP TO Schools Facilities Management
One Larkin Center 3rd Floor
YONKERS, NY 10701
Tel:

Contract No: 618430
PO Date: 06/28/2018

Deliver By:	12/31/2018
FOB:	Destination
Terms:	NET 30
Buyer:	Alex Schenck
Revision:	0
Revised Date:	

VENDOR LIRO ENGINEERS INC
3 AERIAL WAY
SYOSSET, NY 11791
Tel: 5162148152


**SEND
INVOICE TO**

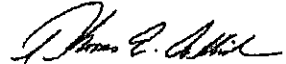
YOU ARE HEREBY NOTIFIED THAT YOUR BID/PROPOSAL FOR THE ARTICLE(S) BELOW HAS BEEN ACCEPTED AND YOU ARE HEREBY DIRECTED TO FURNISH THE SAME PER THE TERMS HEREOF:

AccountsPayable@yonkersny.gov
ACCOUNTS PAYABLE DEPARTMENT
ONE LARKIN CENTER, 3rd FLOOR
YONKERS, NEW YORK 10701
(914) 377-6120 OR (914) 377-6124: City of Yonkers
(914) 376-8037: Board of Education

Vendor Contact: ALL - SYOSSET	Email:	Fax: 5169380151
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PO: 2018-00007714

LINE	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	23312.500	DOL	ENVIRONMENTAL MONITORING CAPITAL PROJECTS 10742, 10745, and 10746 ... BOE RESOLUTION 20.3 APRIL 18, 2018... DEPARTMENT SHALL VERIFY ALL INVOICES AGAINST SCHEDULE B MASTER CONTRACT 618430 TO ENSURE ALL SERVICES ARE BILLED ACCORDING TO CONTRACT.	1.0000	23,312.50
2	14430.000	DOL	CIP#10742,10745,10746-PROF. ENV. MONITORING FOR ROOSEVELT,24&25 CIP#10742,10745,10746-PROF. ENV. MONITORING FOR ROOSEVELT,24&25	1.0000	14,430.00
THIS ORDER IS SUBJECT TO THE FOLLOWING INSTRUCTIONS				TOTAL	37,742.50
DELIVERIES SHALL BE MADE BETWEEN 9:00 A.M. AND 3:00 P.M. WITHIN THIRTY CALENDAR DAYS AFTER RECEIPT OF ORDER UNLESS OTHERWISE SPECIFIED HEREIN. ALL DELIVERIES ARE SUBJECT TO INCOMING INSPECTION. (1) PURCHASE ORDER NUMBER MUST APPEAR ON ALL SHIPPING PAPERS, INVOICES, CLAIMS, AND CORRESPONDENCE. (2) PURCHASES ARE NOT VALID UNLESS COVERED BY A PURCHASE ORDER SIGNED BY THE DIRECTOR OF PURCHASING. ADDRESS ALL CORRESPONDENCE TO DIRECTOR OF PURCHASING. (3) THE CITY OF YONKERS IS EXEMPT FROM ALL LOCAL AND STATE USE AND SALES TAX INCLUDING FEDERAL EXCISE TAXES. EXEMPTION NUMBERS AND CERTIFICATES ARE NOT ISSUED TO NYS GOVERNMENTAL ENTITIES. THE GOVERNMENT PURCHASE ORDER IS SUFFICIENT FOR THE VENDOR NOT TO COLLECT SALES TAX.				PAY THIS AMOUNT	 \$37,742.50
				TERMS AND CONDITIONS ON LAST PAGE	


DIRECTOR OF PURCHASING

PURCHASE ORDER TERMS AND CONDITIONS

PO: 2018-00007714

14. **Labor Law:** If provision of the Goods or Services involves the employment of laborers, workmen or mechanics under Articles 8 or 9 of the Labor Law or constitutes a building service contract covered by Article 9 thereof, neither the Seller's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days set forth therein, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the New York State Labor Department. Furthermore, the Seller and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the New York State Labor Department in accordance with the Labor Law. Certified payrolls must be submitted with payment requests. The current NYS Prevailing Wage Schedule can be found at <http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>. Seller is responsible to locate and comply with any updates or amendments thereto.

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By signing the Seller: _____ expressly agrees to the terms hereof.

By: _____ Date: _____

Name: _____ Title: _____