

LEGAL NOTICE

INVITATION TO BID

TOWN OF SARATOGA

PLEASE TAKE NOTICE that the TOWN OF SARATOGA is seeking sealed bids for the following project: the furnishing of all labor, equipment and material for the Installation of lighting upgrades and lighting controls for indoor Offices in the Saratoga Town Hall located at 12 Spring Street, Schuylerville, NY 12871 per accompanying specifications. This is a public work project and is subject to General Municipal Law Art. 5-A.

Sealed bids will be received at Town Hall, 12 Spring Street, Schuylerville, NY 12871. The bids will be publicly opened at 7:00 p.m. local time on June 9, 2025 at the Town Hall, 12 Spring Street, Schuylerville, NY 12871. Sealed bids will be received at the same location at any time before said opening.

The project shall be completed following the accompanying specifications and contract.

Each sealed enclosure containing a bid is to be endorsed on the outside with the name, address and telephone number of the bidder and is to state that it contains "Bid for Installation of Interior Lighting Upgrades for Offices in the Saratoga Town Hall".

The successful bidder will be required to enter into a written contract with the Town after the award. This is a prevailing wage job.

The Town of Saratoga reserves the right to reject any and all bids, waive any irregularities in bidding and accept the bid that is best suited for the Town.

DATED: May 23, 2025

By Order of Town Board

Michelle Conover, Town Clerk

Town of Saratoga

STATEMENT OF NON-COLLUSION

By submission of this proposal, the Contractor identified below, together with any affiliates or related persons, the Guarantor and any joint ventures, ("the Contractor") hereby certifies under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in this proposal have been arrived at as the result of an independent business judgment without collusion, consultation, communication, agreement or otherwise for the purpose of restricting competition, as to any matter relating to such prices with any other person or company;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not, directly or indirectly, been knowingly disclosed prior to "opening," to any other company;

3. No attempt has been made or will be made to induce any other person, partnership or corporation to submit, or not to submit, a proposal for the purpose of restricting competition; and

4. The person signing this proposal certifies that he/she has fully informed him/herself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Contractors as well as to the person signing on its behalf.

(The CERTIFICATION should be signed by an authorized officer of the Contractor or the Contractor's managing general partner.)

Signature _____
Title _____

Sworn to before me this

_____ day of _____, 2025

Notary Public

AFFIDAVIT – WORKER’S COMPENSATION

STATE OF)
) SS:
COUNTY OF)

_____ of _____
being duly sworn, deposes and says that he/she now carries or that he/she has applied for a
Worker’s Compensation Policy to cover the operations, as set forth in the preceding contract,
and to comply with the provisions thereof.

Signed: _____

Subscribed and sworn to before
me this ____ day of _____, 2025

Notary Public

BID FORM

Delivery location for bids: All bids shall be addressed and delivered to:

Town Clerk
Town of Saratoga
12 Spring Street, Schuylerville, NY 12871
Faxes will not be accepted.

Bid labeling: Sealed bid envelope must be labeled: "Bid for the Installation of Interior Lighting Upgrades for Offices in the Saratoga Town Hall."

Right of rejection: The Town reserves the right to reject any or all bids received at its sole discretion.

Bid price:

\$ _____ Total Contract Price for all materials and work as detailed in the accompanying specifications and contract for Installation of Interior Lighting Upgrades for Offices in the Saratoga Town Hall, 12 Spring Street, Schuylerville, New York 12871

OWNER'S SIGNATURE: _____

COMPANY/OWNER'S NAME (PRINTED): _____

ADDRESS:

PHONE NO: ____ - _____

DATE: _____

BIDDER/CONTRACTOR QUESTIONNAIRE

1. Company's Legal Name: _____
2. Circle Appropriate: Corporation Limited Liability Company Sole Proprietorship
3. Complete the information which applies to your business entity in the space provided:
 - a. The name of the owner of the individual business entity whether operating under an assumed name or own name: _____.
 - b. The names of all the general partners of a partnership: _____
_____.
 - c. The names and titles of all corporate officers (or members/managers of LLC): _____
_____.
4. Company Address: _____

() E- mail address (Optional) Area Code Fax Number
5. Give names and addresses of all affiliated and/or subsidiary companies
6. Give the name and the percentage owned of each individual or entity owning five percent or more of your business: _____
_____.
7. Have you ever failed to complete any work awarded to you? If so, please explain where and why on a separate attachment.
8. By separate attachment please furnish a detailed resume of your experience showing similar projects to the project you have bid on, along with names, phone numbers, and addresses of a person familiar with the work described.

The Contractor shall return this completed form, along with all necessary attachments, within Contractor's bid.

The undersigned authorizes the Town of Saratoga to verify any and all information provided as determined necessary. In addition, the undersigned bidder understands that failure to provide the requested information, or false information on this form or related attachments may result in the bidder being disqualified.

Signature

Print Name

Title

ACKNOWLEDGMENT

Before me, the undersigned authority, a Notary Public, on this day personally appeared

_____ who, being by me duly sworn, upon oath says that

he/she is qualified and authorized to make affidavit for and on behalf of _____

_____ and is fully cognizant of the facts herein set out and affirms to

the truth and accuracy of the certifications made herein by signing above.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

This _____ day of _____, 2025.

NOTARY PUBLIC

BID SPECIFICATIONS

A. BACKGROUND

The Town of Saratoga (hereinafter referred to as “the Town”) seeks bids for the furnishing for all labor, equipment and materials detailed herein and in these specifications and contract for the Installation of Interior Lighting Upgrades for Offices in the Saratoga Town Hall (“Project” or “project”) located at 12 Spring Street, Schuylerville, NY 12871.

B. RIGHT TO REJECT BIDS

The Town may waive irregularities or deviations from the specifications set forth in this document if the Town determines that it is in the Town’s best interests to do so. The Town reserves the right to reject any or all bids and to cancel or modify the terms of this procurement as it sees fit.

C. ASSIGNMENTS

The Contractor shall not be permitted to assign, transfer, convey or otherwise dispose of the right, title or interest in the contract to any person, company or corporation without prior written consent by the Town.

D. CONTRACT DOCUMENTS

The advertisement for bids, specifications, and accompanying Agreement and other documents, including addenda thereto, issued during the time of bidding, will form the contract herein. Bidders must carefully examine all contract documents. Failure to do so will be at the bidder’s own risk and he/she cannot thereby secure relief on the grounds of errors in his/her bid.

E. AWARD OF CONTRACT

The Town Board shall award the contract to the lowest responsible bidder whose bid has been filed in conformity with the notice published by the Town and meets all of the specifications, and the contract shall be awarded to the lowest responsible formal bidder therefore, together with any bid alternates as chosen by the Town, unless in the judgment of the Town, it shall be in the best interest of the public to reject all bids and advertise anew. The Town reserves the right to reject any and all bids, in its sole discretion. Paragraph K is not obviated by this paragraph.

F. NON-COLLUSIVE BIDDING CERTIFICATE

The non-collusive bidding certificate must be signed and dated by the bidder in order for his bid to be complete. Any bid received without this certificate completed will be rejected.

G. WITHDRAWAL OF BIDS

Once submitted, bids may only be withdrawn as provided for in General Municipal Law, Section 103.

H. REQUIREMENTS FOR SUBMISSION OF BID

- I. Non-collusive bidding certification
- II. Certificates of insurance
- III. Bid Form

I. WAIVER

The failure by the Town to enforce any provisions set forth herein or in any of the contract documents shall not be deemed nor constitute a waiver, unless specifically set forth in writing and signed by the Supervisor on behalf of the Town.

J. EQUAL OPPORTUNITY/M/WBE

1. CONTRACTOR represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
 - a. Contractor shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
 - b. If requested, Contractor shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligations herein.
2. Failure to comply with the terms and conditions of the Non-Discrimination and Affirmative Action Program set forth herein shall constitute an event of default.

K. PREVAILING WAGE REQUIRED

This is a prevailing wage job. It is the responsibility of the contractor to make sure it is paying the correct prevailing wage and to obtain familiarity with applicable prevailing rates prior to submitting its bid. Prevailing wage schedules will be located and obtained by successful bidder and annexed to the contract.

L. SCOPE OF WORK/PROJECT AND RELATED MATTERS –INSTALLATION OF INTERIOR LIGHTING UPGRADES FOR OFFICES IN THE SARATOGA TOWN HALL, 12 SPRING STREET, SCHUYLERVILLE, NEW YORK

The Town wishes to install interior lighting upgrades in the northeast wing of offices and common areas at Town Hall. These offices include leased offices and suites, and common use areas including Town Hall entry foyer, halls, stairwells, kitchen spaces and bathrooms.

1. Description of Work/Project: Provide all materials, labor, equipment and determine all means and methods required to install new LED lighting fixtures, as provided by the Town, in the offices of the Town Hall. It is anticipated that the installed system will include:

- a. #1, Meter #1. Remove and discard three 2'x4' fixtures from existing ceilings in room listed as 1st floor common area. Includes all wire, connectors, supports and connections to existing feeds. (owner to supply dumpsters for all discarded fixture)
- b. #2, Meter #2. Install and rewire to existing feeds 42, 2'x4' drop-in flat panel fixtures, 22, 2'x2' drop-in fixtures, 36, 6" recessed fixtures, 3, 4' strip fixtures in all common rooms and rooms listed as per Energy Efficiency Survey as received.
- c. #3, Meter #4. Installation and rewire to existing feeds 45, 2'X4' drop-in flat panel fixtures, 11, 4' strip fixtures, 17, 6" recessed fixtures and 40 A base bulbs in all common rooms and rooms listed as per Energy Efficiency Survey.
- d. Add Alt #1, Installation of 17, 4' LED strip fixtures in room # 101. Includes removals of all track fixtures and rewiring of existing circuits for new fixtures connected to existing fixtures.
- e. Add Alt #2, Installation of 7, 4' strip fixtures in room #102. Includes removals of all track fixtures and rewiring of existing light circuits for new fixtures connected to existing switches.
- f. Add Alt #3, Entry/Hall first floor Removal 21, 6" CFL recessed fixtures and replace with owner supplied 6" wafers, replace 3, owner supplied wall fixtures. Second floor remove 23, 6" CFL recessed and replace with owner supplied 6" wafers, replace 1, 2'x4' fixture in second floor closet with 2'x4' flat panel. All fixtures will be connected to existing controls.
- g. Add alt #4, Add motion sensors and switching in back stairwell and small room adjacent to stairs
- h. tested, the selected installer shall provide an operational demonstration to Town personnel.
- i. The selected installer shall provide any owner's manuals and all warranty information to the Town.
- j. The selected installer shall obtain a duly qualified, independent third party underwriter's electrical inspection of all work performed.

All of the foregoing, in addition to what is set forth in the Invitation To Bidders and contract, is referred to as both the "Project" and the "Work" and the "work."

2. Site Visit. Bidder shall perform its own site visit.

3. Pre-Bid Walk-Through Meeting. Pre-bid walk-through meetings will be held on Tuesday, June 3, 3:00 p.m. and Wednesday, June 4, 8:30 a.m. for all bidders to view existing conditions. All bidders attending this walk-through or requesting these specifications shall be prepared to supply their name, address, phone number and email address. Any questions asked will be answered via email to all who supplied their email address and/or via a posting on the Town website. Bidders are strongly encouraged to attend this meeting. If unable to attend the Pre-

Bid Walk-Through meeting, bidders may contact Town Councilperson, Maxine Lautenberg, for an appointment by phone/text (518-951-0702) or email (TOScleanenergy@gmail.com) at a mutually agreeable date and time for the purpose of visiting and observing existing site conditions of the proposed project.

4. Building Permit. The Town will issue a building permit for the Project at no cost to the successful bidder

5. Compliance with All Laws, Codes and Regulations. The successful bidder shall comply with all law, regulations, and codes, including, but not limited to all Building, Electrical, and LP Gas Codes and all manufacturer and industry standards.

a. **Prevailing Wage.** The Work is to be performed for the Town of Saratoga. Therefore, prevailing wage rates for labor on the Project must be paid to all workers. The successful bidder shall locate and furnish prevailing wage schedule. Additionally, certified payroll reports shall be submitted by the contractor to the Town.

b. **Liability and Workers Compensation Insurance.** The Contractor shall not commence work under this contract until it has obtained all bonding and insurance required under this paragraph and such bonding and insurance has been approved by the Town. No work shall commence and the Owner has the option to void the contract unless the Contractor shall secure and deliver a certificate of insurance dated within five (5) days of the date of the signing of the contract showing that the required policies are in effect. Contractor shall maintain such insurance policies as will protect himself, his sub-contractors, and unless otherwise specified, the Owner, it's agents, servants Injuries, Death, or Property Damage which may arise from operations under the contract whether such operations be by himself or by any subcontractor or anyone employed by him directly or indirectly, or any other party who may be injured, claim injuries or die.

The insurance as required shall be written for the following limits as listed below:

1.) Compensation Insurance - The Contractor shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees to be assigned to the work hereunder. The contractor shall procure and maintain during the life of this Contract, Workers Compensation for all of his employees to be engaged in work on the project under this Contract, and in case of any such work sublet, the Contractor shall require his Subcontractor similarly to provide Workers Compensation insurance for all the latter employees to be engaged in such work. These coverage's shall meet the Statutory Limits of New York State. Any and all proprietors, partners, executive officers and members must be covered for Workers Compensation even if not required by NYS law to be covered. Certificates of Insurance must show that Workers Compensation is in effect and "N" must appear on the Certificate next to the question "Any Proprietor/Partner/Executive Officer/Member Excluded".

2.) Comprehensive Commercial General Liability Insurance including

Contractual - The Contractor shall procure and maintain insurance during the life of this contract such general liability and damage insurance as shall protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

- a. \$1,000,000 each occurrence bodily injury and property damage
- b. \$2,000,000 general aggregate
- c. \$2,000,000 products/completed operation -to be maintained for one year after final payment
- d. Include the Owner, Engineer, their sub-consultants as additional insureds on a Primary and Non-Contributory basis.

2.) The Contractor shall furnish the above insurances to the Town and shall also name the Town as an additional named insured in said policies.

3.) Any accident shall be reported to the Town of Saratoga Supervisor, Ian Murray, as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than one (1) day after the date of such accident.

6. **Execution of Work:** The contractor shall coordinate the performance of all work 5 working days in advance. The contractor shall be responsible for protection of adjacent surfaces and areas not to receive work. All work under this Project shall be completed by November 30, 2025. The contractor will be responsible for providing and furnishing all personnel and equipment needed to perform the work and access all areas of the project. Said building is currently utilized. Should it prove necessary, the contractor shall employ one person on the ground (safety monitor) when working around building entrances and exits. This individual will serve as safety monitor of the work activities at entrances and exits to each building, to ensure work above these entrances and exits ceases when customers enter or leave the building. Any damage to Town property (as a result of this Project) shall be repaired or items replaced by the contractor, at no cost to the Town.
7. **Cleanup:** The contractor shall keep worksite clear of debris and/or material during the work and shall accomplish clean-up of the worksite at the end of each day. Materials removed or demolished shall not be allowed to accumulate on the job-site. A dumpster for removed fixtures and materials will be provided by the Town. Any items damaged (by the contractor) during performance of the work shall be restored to original condition by the contractor and at no cost to the Town.
8. **Standard of Workmanship:** The contractor shall perform all work in accordance with industry standards and manufacturers recommendations. Workmanship shall be of the highest grade throughout this project.
9. **Safety:** All work shall be accomplished in strict compliance with OSHA Safety Standards.

The contractor shall incorporate the use of safety in the use of all ladders, scaffolds and lifts to include workers using lifts being tied-off with full body harnesses during work execution.

- 10. Work Hours:** The contractor shall execute subject project between the hours of 7:30 a.m. and 5:00 p.m. each weekly work day (Monday thru Friday) excluding state recognized holidays.
- 11. Warranty:** The contractor shall provide to the Town all manufacturer and any other applicable warranties. The contractor shall also warrant all workmanship to be free from any defects within one year from the date of installation and acceptance.
- 12. Point of Contact:** Maxine Lautenberg
Town of Saratoga, Councilwoman
Clean Energy Committee Coordinator
CDC: 518-951-0702
- 13. References:** All applicable federal, state and local codes, regulations and manufacturer and industry standards shall be complied with.
- 14. Pre-installation:** Post-award, at the option of the Town, a pre- installation meeting will be held.
- 15. Warranty:** Provide the Town all manufacturers' warranties, and Contractor shall also provide a warranty also providing 100% coverage for workmanship errors. In addition to the requirements listed above, Contractor must register and pay for any warranty required herein, including, but not limited to any manufacturer warranty.

PREVAILING WAGE SCHEDULES – ATTACHED HERE

Contract To Be Executed With Winning Bidder

AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2025 between the Town of Saratoga, New York, a municipal corporation organized and existing under the laws of the State of New York with offices at 12 Spring Street, Schuylerville, New York 12871 hereinafter referred to as the "Town ", and _____, with an address of _____, hereinafter called the "Contractor".

WITNESSETH, that the Town and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFOR

The Contractor shall furnish all labor and materials for the Project as detailed in the Town of Saratoga's Invitation To Bid and as also stated herein and in any specifications (including any Scope of Work), all of which are made a part hereof, which work shall include the following: Furnishing of all materials and labor for Installation of Interior Lighting Upgrades for Offices in the Saratoga Town Hall, 12 Spring Street, Schuylerville, New York 12871, all per accompanying bid specifications. The foregoing is collectively referred to as both the "Project" and "project" and the "work" and "Work."

ARTICLE 2. TIME OF COMPLETION

The services to be rendered under this contract shall be fully performed and all materials and deliverables are to be provided in complete form, all with the required third party inspection evidencing such completion, by November 30, 2025. Time of performance is of the essence for this agreement. The execution of this contract by the Town shall constitute the proceed notification. The Contractor further agree November 30, 2025 that the project is not complete.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice and provision of the third-party inspection as set forth in the Specifications and that the work is ready for final inspection and acceptance, the Town shall, within 10 days, make such inspection. When the Town finds the work acceptable under the contract and the contract fully performed, the Town will pay the Contractor an amount not to exceed the amounts set forth below for said Project, which are for:

- a) Furnishing the security required for the faithful performance of the contract, and
- b) Performing and completing all the work which is necessary or proper to be furnished and or performed in order to complete the entire Project, and
- c) All labor and materials for the Installation of Interior Lighting Upgrades for Offices in the Town of Saratoga Town Hall including, but not limited to all bid alternates chosen by the Town, which are

_____, all in the total amount of
\$ _____ (_____).

ARTICLE 4. REQUIRED INSURANCE

The Contractor shall not commence work under this contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

(a) Compensation Insurance - The Contractor shall take out and maintain during the life of this contract Workers' Compensation Insurance for its employees to be assigned to the work hereunder. The contractor shall procure and maintain during the life of this Contract, Workers Compensation for all of his employees to be engaged in work on the project under this Contract, and in case of any such work sublet, the Contractor shall require his Subcontractor similarly to provide Workers Compensation insurance for all the latter employees to be engaged in such work. These coverage's shall meet the Statutory Limits of New York State. Any and all proprietors, partners, executive officers and members must be covered for Workers Compensation even if not required by NYS law to be covered. Certificates of Insurance must show that Workers Compensation is in effect and "N" must appear on the Certificate next to the question "Any Proprietor/Partner/Executive Officer/Member Excluded".

(b) Comprehensive Commercial General Liability Insurance including Contractual - The Contractor shall procure and maintain insurance during the life of this contract such general liability and damage insurance as shall protect it from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

- a. \$1,000,000 each occurrence bodily injury and property damage
- b. \$2,000,000 general aggregate
- c. \$2,000,000 products/completed operation -to be maintained for one year after final payment
- d. Include the Owner, Engineer, their sub-consultants as additional insured's on a Primary and Non-Contributory basis.

The Contractor shall furnish the above insurances to the Town and shall also name the Town as an additional named insured in said policies.

(c) Any accident shall be reported to the Town of Saratoga Supervisor, Ian Murray, as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than one (1) day after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

(a) That it is financially solvent and that it is experienced in and competent to perform the type of work or to furnish the necessary materials to be furnished by it; and

(b) That it is familiar with all federal, state, municipal and department laws, ordinances, codes, and regulations and manufacturer and industry standards which may in any way affect the work or those employed therein.

ARTICLE 6. PERMITS AND REGULATIONS

The Contractor shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder with the exception that the building permit shall be issued at not cost by the Town.

ARTICLE 7. TOWN'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. The Town shall have the right to stop work or terminate the contract without further obligation on the part of the Town if:

- (1) The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (2) A receiver or liquidator is appointed for the Contractor or for any of its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days; or
- (3) The Contractor refuses or fails to prosecute the work or any part thereof with due diligence; or
- (4) The Contractor fails to make prompt payment to persons supplying labor for the work; or
- (5) The Contractor fails or refuses to comply with all applicable laws or ordinances; or
- (6) The Contractor is guilty of a substantial violation of any provision of this contract.

B. In addition to any of the foregoing, the Town, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the Contractor, terminate the engagement of the Contractor and its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the Town for such excess.

ARTICLE 8. DAMAGES

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by it under this contract shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work. The Contractor shall hold and keep the Town free and discharged of and from any and all responsibility and liability resulting from negligence of Contractor. The Contractor shall assume all responsibility for risks or casualties for loss or injury to persons or property arising out of the nature of the work. The Contractor shall make good any damages that may occur in

consequence of the work or any part of it. The Contractor shall assume all loss and responsibility of any nature by reason of neglect or violation of any federal, state, county or local laws, regulations or ordinances or manufacturer or industry standards.

ARTICLE 9. INDEMNITY AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save the Town, its officers, agents and employees harmless from any liability imposed upon the Town, its officers, agents and/or employees arising from the negligence, active or passive, of the Contractor.

ARTICLE 10. NO ASSIGNMENT

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this agreement, to any other person or corporation without the previous consent in writing of the Town.

ARTICLE 11. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted into this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

- (a) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (b) Affirmative action as required by Labor Law.
- (c) Prevention of dust hazard required by Labor Law Section 222-a.
- (d) Preference in employment of persons required by Labor Law Section 222.
- (e) Eight hour day as required by Labor Law Section 220(2).
- (f) All asbestos related laws, rules and regulations.

ARTICLE 12. AUTHORITY FOR EXECUTION ON BEHALF OF THE TOWN

The Supervisor has executed this agreement pursuant to a Resolution adopted by the Town of Saratoga. The Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Town. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Town Clerk, Town of Saratoga.

ARTICLE 13. NOTICES

Any and all such notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto:

To Town:

Town of Saratoga
12 Spring Street, Schuylerville,
NY 12871

To Contractor:

ARTICLE 14. WAIVER

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15. MODIFICATION/CHANGE ORDERS

This agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties. Therefore, any alteration or deviation from this contract must be approved in writing by both parties which shall state the agreed upon consideration for the change.

ARTICLE 16. EQUAL OPPORTUNITY/M/WBE

1. CONTRACTOR represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

- a) Contractor shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- b) If requested, Contractor shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or

representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligations herein.

2. Failure to comply with the terms and conditions of the Non-Discrimination and Affirmative Action Program set forth herein shall constitute an event of default.

ARTICLE 17. PREVAILING WAGE REQUIRED

This is a prevailing wage job. It is the responsibility of the contractor to make sure it is paying the correct prevailing wage and to obtain all necessary schedules.

ARTICLE 18. ALL OTHER TERMS IN SPECIFICATIONS INCLUDED

All other terms as set forth in the specifications are included herein with full force and effect.

ARTICLE 19. APPLICABLE LAW:

This agreement is governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

TOWN OF SARATOGA

By: _____
Supervisor

CONTRACTOR -

By: _____