



CITY OF SARATOGA SPRINGS

City Council Meeting



August 27, 2019

Recreation Center - Council Meeting Room
15 Vanderbilt Ave Saratoga Springs, NY 12866

PUBLIC HEARINGS BEGIN

 [Print](#)

12:00 PM

CALL TO ORDER

ROLL CALL

SALUTE TO FLAG

PUBLIC COMMENT PERIOD / 15 MINUTES

PRESENTATION(S):

EXECUTIVE SESSION:

1. Discussions re Lease or Acquisition of Property When Publicity Would Effect Value

CONSENT AGENDA

MAYOR'S DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Application for Humanities NY Vision Grant

ACCOUNTS DEPARTMENT

FINANCE DEPARTMENT

PUBLIC WORKS DEPARTMENT

PUBLIC SAFETY DEPARTMENT

1. Discussion and Vote: Authorization for Mayor to Sign Contract with the Saratoga Springs City School District
2. Discussion and Vote: Authorization for Mayor to Sign Contract with Walsh Water Blasting

SUPERVISORS

1. Matthew Veitch
2. Tara Gaston

ADJOURN

Vision Grants: Seed Funding for Project Development

Accepted on a rolling basis until funds are depleted

Vision Grants (\$500 to \$1500, 1:1 Match Required) are planning grants. They support activities such as focus groups, new partnership meetings, collaborative research, scholar consultations, and professional development that assists organizations in developing public-facing humanities programs. Vision Grant awards may be applied toward expenses such as travel, consultant fees, and participant stipends. Typical grant products include exhibition plans; apps, tours, and brochures; public programming series; town halls; feasibility studies; and white papers.

Vision Grant Worksheet

Action Checklist	When?	Why?
<input type="checkbox"/> Submit application via online grant portal	At least 2 months before planning begins Your date: _____	Applications are accepted on a rolling basis until funds are depleted.
<input type="checkbox"/> Award Decision Notification	2-6 weeks after submission Your date: _____	Decisions are made monthly. Applicants will be notified via email.
<input type="checkbox"/> Return Grant Agreement	2 weeks after award notification Your date: _____	Completed grant agreement must be submitted via DocuSign before funds will be released.
<input type="checkbox"/> Grant Period	Varies according to planning process Your dates: _____ to _____	The grant period is designated in the Grant Agreement. All grants funds must be expended within the grant period.
<input type="checkbox"/> Submit Final Report	1 month after the end of the grant period. Your date: _____	The Vision Grant final report must be completed before an Action Grant application will be considered.

**AGREEMENT BETWEEN
THE SARATOGA SPRINGS CITY SCHOOL DISTRICT AND
THE CITY OF SARATOGA SPRINGS**

This Agreement, made and entered into this ____ day of 2019 by and between the Saratoga Springs City School District, Saratoga Springs, New York (hereinafter "District") and the City of Saratoga Springs (hereinafter "City").

WITNESSETH:

- A. The District and the City desire to provide law enforcement and related services at the High School of Saratoga Springs, New York; and
- B. A School Resource Officer Program has been established for the public school system of Saratoga Springs, New York; and
- C. The District and the City recognize the potential outstanding benefits of the School Resource Officer Program to the citizens of Saratoga Springs, New York, and particularly the students of the public school system of Saratoga Springs, New York; and
- D. It is in the best interests of the District, the City, and the citizens of Saratoga Springs to continue this program.

Now, therefore, in consideration of the mutual promises and covenants herein contained, the District and the City hereby agree as follows:

ARTICLE I

A School Resource Officer Program is hereby continued in the public school system of Saratoga Springs, New York for the 2019-2020 and 2020-2021 school years. The term of this Agreement shall be from July 1, 2019 until June 30, 2021, subject to budget appropriation as set forth in Article II(C)(2).

ARTICLE II

The City shall provide a School Resource Officer (hereinafter "SRO") as follows:

- A. The Chief of Police shall assign one employed member of the Saratoga Springs Police Department to the Saratoga Springs High School (hereinafter "School") to serve as SRO. If the assigned SRO is not available on any school day, the City will provide a qualified substitute for the position.
- B. Duty Hours of the School Resource Officer:
 - 1. The SRO shall be assigned to the School on a full-time basis and during those hours that the School is in regular session, excluding summer school and summer programs. He/she will be on duty on campus from 7:30 a.m. – 3:30 p.m., each school day.

During his/her daily tour of duty, the SRO may be off campus performing such tasks as may be required by his/her assignments.

The Chief of Police may temporarily reassign the SRO during school holidays and vacations, and/or during periods of police emergency.

2. Regular working hours may be adjusted on a situational basis with the SRO's supervisor. These adjustments shall be approved in advance and should be scheduled to cover school related activity requiring the presence of the SRO.

The SRO will be off campus for training required by the City and for training that is mandated by state law.

C. Compensation for the School Resource Officer:

1. The SRO shall at all times be compensated at the rate he/she is entitled to be paid as a police officer under any Collective Bargaining Agreement or other agreements between Police Officers and the City of Saratoga Springs.
2. The District agrees to pay the annual sum of Seventy Thousand Dollars (\$70,000.00) as reimbursement toward the cost of the SRO assigned to the District. Said amount shall increase by 2% during the 2020-2021 school year in accordance with wage increases afforded to Police Officers under the Collective Bargaining Agreement with the City and subject to budget appropriation by the District. For the 2019-2020 school year. In consideration of, and subject to, the District entering into a two (2) year Agreement, the City agrees to provide the District with a one-time discount of Five Thousand Dollars (\$5,000.00) for the 2019-2020 school year..
3. The City shall remain responsible for any remaining compensation and benefits due as payable to the SRO under any collective bargaining agreement or agreements.
4. Overtime compensation for the SRO shall be scheduled by written request of the School District and shall be subject to prior authorization and prior approval by the Chief of Police in accordance with the Department's established Overtime procedures. The School District agrees to pay all overtime compensation, in full, for the SRO.
5. The City shall inform the District of any changes in Collective Bargaining Agreements that affect the SRO's rate of pay and/or the SRO's overtime rate of pay.

D. Duties of School Resource Officer:

1. Instructional responsibility of the SRO at the School:
 - a. The SRO shall act as an instructor for specialized, short-term programs at the School, when invited to do so by the Principal or member of the faculty with Principal approval.

- b. The SRO shall make available to the School faculty and students a variety of law related presentations.
2. Additional duties and responsibilities of SRO:
- a. The SRO shall coordinate all of his/her activities with the Principal and staff member concerned and will seek permission, advice, and guidance prior to undertaking any program within the school.
 - b. The SRO shall develop expertise in presenting various subjects to the students. Such subjects shall include a basic understanding of New York State laws, the role of the police officer and the police mission.
 - c. The SRO shall encourage individual and small group discussions with students, based upon material presented in class, to further establish rapport with the students.
 - d. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems related to law enforcement or crime prevention.
 - e. The SRO shall become familiar with all community agencies which offer assistance to youths and their families including but not limited to: mental health clinics, drug treatment centers, etc. The SRO shall inform students and families regarding the existence and programs of such agencies, thereby acting as a resource person to the students, faculty and staff of the school.
 - f. The SRO shall assist the Principal in developing plans and strategies to prevent and/or minimize dangerous situations which may occur on campus or during school sponsored events.
 - g. Should it become necessary to conduct formal police activities with the students, the SRO shall adhere to District policy, police policy, and legal requirements with regard to such activities, including but not limited to, investigation and interviews, and searches/seizures.
 - h. The SRO shall take law enforcement action as required. Except in an emergency situation, the SRO shall obtain the consent of the Principal of the School prior to taking such action. At the Principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the School, and related School functions. Except in an emergency situation, the SRO shall notify the Principal before requesting additional police assistance on campus.
 - i. The SRO shall maintain detailed and accurate records of the operation of the School Resource Officer Program, and shall make them available to the Principal and Superintendent.

- j. The SRO shall not act as a school disciplinarian. However, if a violation of the law occurs, the Principal must contact the SRO and the SRO shall then determine whether law enforcement action is appropriate. The SRO will not be assigned to carry out non- instructional bargaining unit work. In fulfilling the duties under this contract, the SRO will be present to oversee student activities in the lunch room, at transition times in the hallways, and before and after school as the buses are arriving and departing.

ARTICLE III

Rights and Duties of the District

The District shall provide to the full-time SRO at the School the following materials, and facilities, which are deemed necessary to the performance of the SRO's duties:

- A. Access to a properly lighted private office, which office shall contain a telephone that may be used for general business purposes,
- B. A location for files and records which can be properly locked and secured,
- C. A desk with drawers, a chair, work table, filing cabinet, and office supplies, and
- D. Access to a computer and/or secretarial assistance.

ARTICLE IV

Employment Status of School Resource Officer

The School Resource Officer shall remain an employee of the City and shall not be an employee of the District. The District and the Chief of Police acknowledge that the School Resource Officer shall remain within the chain of command of the Saratoga Springs Police Department.

ARTICLE V

Dismissal of School Resource Officer, Replacement

- A. In the event the Principal of the School feels that the SRO is not effectively performing his or her duties and responsibilities, the principal shall recommend, in writing, to the Superintendent or his/her designee that the SRO be removed from the program and shall state the reasons therefore. Within a reasonable time after receiving the recommendation from the Principal, the Superintendent or his/her designee shall advise the Chief of Police or his/her designee of the principal's request.

The City shall make a final decision as to whether the SRO shall be removed from the program at the school, in which event a replacement shall be obtained.

- B. The Chief of Police may dismiss or reassign an SRO based upon Department Rules, Regulations and/or General Orders and when it is in the best interest of the people of Saratoga Springs, New York.

- C. In the event of the absence, dismissal, resignation or reassignment of an SRO, or in the case of long-term absences by an SRO, the Chief of Police shall provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of any such absence, dismissal, resignation, or reassignment. As soon as practicable, the City with the advice of School District Personnel, shall recommend a permanent replacement for the SRO position.

ARTICLE VI

Indemnification

The District and the City agree that the District shall defend, indemnify and save harmless the City and the SRO in any and all situations where the SRO performs work and/or activities under this Agreement.

ARTICLE VII

Termination of Agreement

This Agreement may be terminated by either party upon ninety (90) days written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party upon 180 days written notice.

ARTICLE VIII

Notice

Any and all notices or any other communications, herein required or permitted shall be deemed to have been given when deposited in the United States Postal Service as regular mail, postage prepaid and addressed as follows:

Michael Patton, Ed.D., Superintendent
Saratoga Springs City School District
3 Blue Streak Boulevard
Saratoga Springs, NY 12866

Acting Chief of Police John Catone
City of Saratoga Springs 5 Lake Avenue
Saratoga Springs, NY 12866

ARTICLE IX

Good Faith

The District, the City, their agents and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiations between the Superintendent and the Chief of Police, or their designees.

ARTICLE X

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreement purporting to modify or vary the terms of this document shall be binding

unless hereafter made in writing and signed by the Party to be charged.

ARTICLE XI
Non- Assignment

This Agreement, and each and every covenant herein, shall not be assigned, unless the prior written consent of the District and the City is obtained.

ARTICLE XII
Time of Payment

The School Board will make all payments due under this Agreement no later than thirty (30) days after receipt of an invoice from the City.

Signed, sealed and delivered in the presence of:

SARATOGA SPRINGS CITY SCHOOL DISTRICT

Michael Patton, Ed.D.
Superintendent of Schools

Steven Verral
Vice President, Board of Education

THE CITY OF SARATOGA SPRINGS

Meg Kelly, Mayor
Per Council Approval _____



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: _____
 City Department: **PUBLIC SAFETY** Department Contact Person: **ANDY KRUPSKI** City Ext. **2473**
 Company Name: **WALSH WATERBLASTING, LLC**
 Company Address: **211 ROBINHOOD LANE, MCMURRAY, PA 15317**
 Company Telephone No.: **724-986-7434** Company Fax No.: _____
 Vendor and/or Service Provider Primary Contact: **SEAN R. WALSH JR.** Title: **OWNER**
 Primary Contact Email: **walshwaterblasting@gmail.com**
 Service to be Provided: **PAVEMENT MARKING REMOVAL**
 Remit Name (If different from above): _____
 Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for **PAVEMENT MARKING REMOVAL**, the Vendor and/or Service Provider submitted proposals dated 08/15/2019 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed **\$23,493.20 (TWENTY THREE THOUSAND FOUR HUNDRED NINETY THREE DOLLARS & TWENTY CENTS)**, a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor/Commissioner of **PUBLIC SAFETY** is the designated Project Manager for this Agreement, shall represent the City in all matters, and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is **SEAN R. WALSH JR, OWNER**. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor/Commissioner of **PUBLIC SAFETY**, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866
 To Vendor and/or Service Provider: **SEAN R. WALSH, OWNER, WALSH WATERBLASTING, LLC, 211 ROBINHOOD LANE, MCMURRAY, PA 15317**
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and

advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.

7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.
8. **Independent Vendor and/or Service Provider Status:** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay.
9. **Insurance:** The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above: The Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage, which may be "claims made" coverage. The Vendor and/or Service Provider may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A--VII" or better by A.M. Best (Current Rate Guide). If the Vendor and/or Service Provider fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate; AND
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider to advise City's Office of Risk and Safety via mail to Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Vendor and/or Service Provider acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the City. The Vendor and/or Service Provider is to provide the City with a Certificate of Insurance naming the City as **Additional Insured on a primary and non-contributory basis prior** to the commencement of any work or use of City facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Vendor and/or Service Provider utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Vendor and/or Service Provider. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

10. **Indemnification:** The Vendor and/or Service Provider, to the fullest extent provided by law, shall defend, indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.
11. **Compliance with Federal and State Regulations:** The Vendor, to the fullest extent provided by law, shall abide by the regulations which are hereto attached in Appendix A of this Agreement.
12. **NYS DOL Sexual Harassment Regulatory Requirements:** All employees have a legal right to a workplace free from sexual harassment, and the City of Saratoga Springs is committed to maintaining a workplace free from sexual harassment. Per New York State Law, the City of Saratoga Springs has a sexual harassment prevention policy in place. This policy applies to all employees, paid or unpaid interns and non-employees in our workplace, regardless of immigration status.
13. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider shall be given three (3) days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three (3) days due to the City of Saratoga Springs' legal obligation to continuously provide Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different Vendor and/or Service Provider.
14. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its rights to terminate its business relationship with Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- **Legal:** Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- **Discrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, party affiliation or social ethnic origin.
- **Right to organize:** Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- **Sub-contractors:** Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- **Protection of the Environment:** Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

The undersigned Vendor and/or Service Provider/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor and/or Service Provider/Supplier Code of Conduct and agrees that all of its facilities and sub-contractors doing business with the City will receive the Code and will abide by each and every term therein. Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

15. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
16. **NYS Licensure for Professional Services:** Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.

17. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
18. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
19. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.
20. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
21. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and on any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
22. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
23. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
24. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
25. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
26. **Modification:** This Agreement may be modified only by a writing signed by both parties.
27. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature: David Nave Date: 6/20/19

Print Name: David Nave Title: Member

City of Saratoga Springs Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/2/2019

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

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

PRODUCER Mikolajcik-Schultz & Associates 1255 S. Main Street Greensburg, PA 15601	CONTACT NAME: Ashley Gasbarro PHONE (A/C No. Ext): 800-800-1999 E-MAIL ADDRESS: ashley@msainsuranceagency.com FAX (A/C No): 724-552-0009																					
INSURED Sean Walsh dba Walsh Waterblasting, LLC 211 Robinhood Lane McMurray, PA 15317	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Liberty Mutual</td><td>14486</td></tr><tr><td>INSURER B:</td><td>United Financial Casualty</td><td>32786</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual	14486	INSURER B:	United Financial Casualty	32786	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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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 checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BKS59782112	05/13/2019	05/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		008430340	06/26/2019	06/26/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y		USO59782112	05/13/2019	05/13/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
A	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 <input type="checkbox"/>	N / A	WC59782112	05/13/2019	05/13/2020	PER STATUTE 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)

City of Saratoga Springs Office of Risk & Safety is listed as additional insured on a primary & noncontributory basis

CERTIFICATE HOLDER**CANCELLATION**


City of Saratoga Springs Office of Risk & Safety 474 Boradway Saratoga Springs, NY 12866	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 Ashley Gasbarro
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Zimbra

lisa.watkins@saratoga-springs.org

Fwd: SaratogaSpgs.002.finalprop.xlsx

From : John Daley <john.daley@saratoga-springs.org> Fri, Aug 23, 2019 03:56 PM
Subject : Fwd: SaratogaSpgs.002.finalprop.xlsx  1 attachment
To : Lisa Watkins <lisa.watkins@saratoga-springs.org>

----- Forwarded Message -----

From: "Sean Walsh" <walshwaterblasting@gmail.com>
To: "John Daley" <john.daley@saratoga-springs.org>
Cc: cyndi@rmiofny.com, "dave" <dave@rmiofny.com>, "Marilyn Rivers" <Marilyn.rivers@saratoga-springs.org>, "Peter Martin" <peter.martin@saratoga-springs.org>, "karen perrino" <karen.perrino@saratoga-springs.org>
Sent: Friday, August 23, 2019 3:39:14 PM
Subject: SaratogaSpgs.002.finalprop.xlsx

All,

Attached to this email is the proposal with the updated verbiage requested. If there are any questions please feel free to reach out. I apologize for the delay I hope we have resolved all concerns and can proceed to get approvals and scheduling!

Respectfully,

Sean R. Walsh Jr.
Owner
Walsh Waterblasting LLC
(724) 986 7434

Sent from my iPad

Confidentiality/Privilege Notice: This e-mail communication and any files transmitted with it contain privileged and confidential information from the City of Saratoga Springs and are intended solely for the use of the individual(s) or entity to which it has been addressed. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or taking any other action with respect to the contents of this message is strictly prohibited. If you have received this e-mail in error, please delete it and notify the sender by return e-mail. Thank you for your cooperation.



SaratogaSpgs.002.finalprop.xlsx

29 KB

211 Robinhood Lane McMurray Pa 15317 724•986•7434 Sean@walshwaterblasting.com

Client: City of Saratoga Springs
Name: Andrew Krupski
Attention:
Street:
City, State, ZIP:

Proposal number: SaraSprgs001Rfina
Proposal Date: 8/26
SALES REP: Sean Walsh

DESCRIPTION	COSTS	AMOUNT
Pavement Marking Removal		
4" Long Line Paint		\$7,468.20
Legends: Arrows, ONLY		\$3,025.00
Mobilization		\$2,500.00
MPT		
Traffic control and devices \$3500/day for 3 days		\$10,500.00

SUBTOTAL	\$23,493.20
TAX	\$0.00
FREIGHT	\$0.00

**PAY THIS
AMOUNT**

Notes:

This proposal is for the removal of pavement markings on pages 1 thru 4 of the plan provided. The removal of non toxic water based latex paint and non toxic preformed plastic will be performed on Lake avenue between Circular Street and Iroquois Drive. The non toxic materials will be recovered during the process with an integrated vacuum system containing the spoil in a debris tank that incorporates a 100 micron filtered bag to keep solid waste larger than 100 micron from escaping the tank during the dirty water draining process. The water draining location and disposal of all liquid and solid waste will be provided by the city of Saratoga Springs as well as a fresh water fill. There will be no media or solvents added to the water for the removal process. The machine uses strictly clean water to remove pavement markings.



SEAN R. WALSH JR.

Zimbra**john.daley@saratoga-springs.org**

SaratogaSpgs.01r1final.xlsx

From : Sean Walsh <walshwaterblasting@gmail.com>

Mon, Aug 26, 2019 10:51 AM

Subject : SaratogaSpgs.01r1final.xlsx 1 attachment**To :** john daley <john.daley@saratoga-springs.org>**Cc :** dave@rmiofny.com, cyndi@rmiofny.com, Andrew krupski <Andrew.krupski@saratoga-springs.org>

John,

Good morning! Attached to this email is the proposal for pages 1-4 of the plans provided with the verbiage requested. The prevailing wage rate for district 8 is \$29.93 per hour with supplemental benefits at \$7.44 per hour paid. If any further information is necessary to continue moving forward in pursuit of this contract please feel free to reach out! Have a wonderful Monday!

Respectfully,

Sean R. Walsh Jr.

Owner

Walsh Waterblasting LLC

(724) 986 7434

**SaratogaSpgs.01r1final.xlsx**

29 KB