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City of Saratoga Springs

Request for Proposal

Recreation Master Plan

PREPARED BY: Recreation
July 25, 2017

ALL BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE MARKED:

RFP #: 2017-31-Recreation Master Plan

Name of Bidder: _____

RFP Opening: Tuesday, September 19, 2017 at 2:00 p.m.

AND RETURN TO:

**City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866**



Notice to Bidders

The City of Saratoga Springs, New York, will receive sealed bids for Recreation Master Plan. Sealed bids must be received in its' entirety by the City of Saratoga Springs, Office of the Commissioner of Accounts, 474 Broadway, Saratoga Springs, New York, 12866, by Tuesday, September 19, 2017 at 2:00 p.m. at which time they will be publicly opened and read.

Copies of the RFP may be obtained on the City's web page at www.saratoga-springs.org, under current bids. There is no fee for these documents.

Addenda, if any, will be issued only to those persons whose name and address are on record with the City as having obtained a bid packet. Addenda to the bid, when issued, will be on file in the City Clerk's Office at least five days before the bid opening date. If you have obtained a bid packet through the City's web site and would like to be on record for any Addenda please email stefanie.richards@saratoga-springs.org with your name, bid packet obtained and email address.

Questions regarding the bid should be directed to Stefanie Richards in writing at stefanie.richards@saratoga-springs.org. All bids must be made on the official bid form or an exact copy by reproduction thereof and enclosed in a sealed envelope.

No bidder may withdraw his/her bid within sixty (60) calendar days after the actual date of the opening thereof. Subsequent to sixty days an offer may be withdrawn in writing. State Finance Law §163(9)(e)

The City of Saratoga Springs reserves the right to reject any and all bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or conditional bid documents. State Finance Law §163(9)(d)

**City of Saratoga Springs
Saratoga County, New York**



Instructions to Bidders

1. RFP DOCUMENTS

This document includes a complete set of the RFP specifications and required documents, which are for the convenience of bidders and are not to be detached from the bid.

2. INTERPRETATION OR ADDENDA

No oral interpretation will be made to any bidder as to the meaning of the bid or any part thereof. Every request for such an interpretation shall be made in writing to the City. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of Addenda to the bid, and when issued, will be on file in the City Clerk's Office at least five days before bids are opened.

All Addenda will be emailed to each person whose name and address are on record with the City as having attained a bid packet or has attended a pre-bid meeting *<as applicable>*. All such Addenda shall become part of the bid and all bidders shall be bound by such Addenda, whether or not received by the bidders.

3. BIDS

All bids must be submitted on documents supplied by the City and shall be subject to all requirements of the bid, including any plans, and these Instructions to Bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the bid documents by the bidder. The City Council may consider as irregular any bid on which there is an alteration of or departure from the bid forms hereto attached and at its' option may reject the same.

In order to guard against premature opening of the bid documents, bids shall be enclosed in a sealed and clearly labeled envelope with the words:

RFP #: 2017-31-Recreation Master Plan

Name of Bidder: _____

Bid Opening: Tuesday, September 19, 2017 at 2:00 p.m.

AND RETURN TO:

City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

4. WAIVER OF IMMUNITY AND NON-COLLUSIVE BIDDING CERTIFICATIONS

Each bidder submitting a bid to the City for the work contemplated by the documents on which bidding is based shall execute and attach thereto, the Non-Collusion Affidavit on the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

Failure to submit the executed Waiver of Immunity and Non-Collusive Agreements at the time of bid submission will disqualify the bid submission.

5. VENDOR CODE OF CONDUCT

Contractor must execute Vendor Code of Conduct and include the agreement with the bid response submission. ***Failure to submit the executed Vendor Code of Conduct at the time of bid submission will disqualify the bid submission.***

6. RISK AND SAFETY AGREEMENT

Bidder must execute the Risk and Safety Agreement and include the agreement with the bid response submission. ***Failure to submit the executed Risk and Safety Agreement at the time of bid submission will disqualify the bid submission.***

7. CERTIFICATE OF INSURANCE

Bidder must include a Certificate of Insurance as outlined in the Risk and Safety Agreement with the bid response submission. ***Failure to submit a Certificate of Insurance at the time of bid submission will disqualify the bid submission.***

8. CORRECTIONS

The bidder must initial erasures or other changes in the bid.

9. RECEIVING BIDS

Bids received prior to the advertised time of opening will be securely kept, sealed. The City Clerk's office, whose duty it is to open them will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered. **LATE BIDS will be rejected. E-mail or faxed bid submissions are not acceptable and will not be considered.**

10. OPENING OF BIDS

At the time and place fixed for the opening of bids, the City will cause to be opened and publicly read aloud every bid that was received within the time set for receiving bids. Bidders and other persons properly interested may be present, in person or by representative.

11. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening.

12. EVALUATION PROCESS

After the bid opening, each bidder's proposal will be screened for completeness and conformance with requirements for bid submission as set forth under the Bidders Submittal Instructions. Proposals that do not meet the City's requirements as set forth in the RFP will be deemed nonresponsive and given no further consideration.

Proposals meeting the requirements of the City will be evaluated first on technical information (i.e. operational plan, company background, staffing & personnel biographies, relevant experience, references) and then on the cost proposal.

13. AWARD OF CONTRACT: REJECTION OF BIDS

Based on its review of the RFP responses, the City will be selecting firms for follow-up interviews. Interviews will be conducted at the Recreation Center in Saratoga Springs, New York. Selected firms should be prepared to discuss, as a part of the interview process, their qualifications submittal and a potential work plan for the project. Specific information and details regarding this request will be discussed after the interview process. The final selection of a consulting firm shall be at the sole discretion of the City.

If the Contract is awarded, it will be awarded to the responsive and responsible bidder submitting the best value bid complying with the conditions and qualifications of the Notice to Bidders and Instructions to Bidders. The bidder to whom the award is made will receive by mail a "Notice of Award" at the earliest possible date.

The City, however, reserves the right to reject any and all bids and to waive any informality in bids received whenever bid packages are submitted incomplete without the required attachments and/or such rejections or waivers are in its best interest.

All changes in the award contract effecting price and time must be brought to City Council for approval.

14. EQUAL EMPLOYMENT OPPORTUNITY

Attention of bidders is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

15. COMPLIANCE

Failure to comply with any of the above terms or any evidence of poor quality or service will be considered cause of discontinuing business with the successful bidder.



Bidders Submittal Instructions

BIDDERS PLEASE NOTE YOUR BID MUST BE RETURNED AS FOLLOWS:

Step One: You MUST execute and include the following documents with your response:

- Your response to the RFP in question (1 original, 6 hard copies, 1 electronic copy)
- Waiver of Immunity and Non-Collusive Bidding Certification
- Vendor Code of Conduct
- Risk & Safety Agreement
- **Certificate of Insurance** (as outlined in Risk & Safety Agreement)
 - **Including Worker's Compensation Certificate**
 - **Sub Contractors (if applicable) Certificate of Insurance** (as outlined in Risk & Safety Agreement) **Including Worker's Compensation Certificate**

FAILURE TO SUBMIT RFP DOCUMENTS AS OUTLINED ABOVE WILL LEAD TO IMMEDIATE RFP DISQUALIFICATION.

Step Two: Enclose your bid in a sealed envelope marked:

RFP #: 2017-31-Recreation Master Plan

Name of Bidder: _____

Bid Opening: Tuesday, September 19, 2017 at 2:00 p.m.

Step Three: Please return your response to this RFP to the following address:

**City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866**



Statement of Specifications

Recreation Master Plan

The City of Saratoga Springs is seeking a qualified consultant to prepare a comprehensive Recreation Master Plan for the City of Saratoga Springs parks, recreation programs, waterfront, trails, and facilities. Saratoga Springs's population is approximately 28,000 residents within a 29 square mile boundary in Saratoga County. The City owned parks and facilities total approximately 116 acres, leased parks total approximately 28 acres, and State owned total approximately 2002 acres. The City owned property includes one recreation center, two ice rinks, one meeting hall, and a waterfront park.

The goal of the project is to develop a community supported plan that provides guidance for future development and redevelopment of the City's parks, recreation programming, waterfront, trails, and facilities. The Recreation master plan will guide policy development, delivery of City services, prioritize demand and opportunities, and generate a strategic action plan. It will support expansion opportunities through a needs assessment using population growth, public demand, etc.

In addition, the project will seek to incorporate energy efficiency and other sustainability strategies, opportunities to collaborate with other entities, accessibility issues, and capital repairs and replacements.

Qualifications

The qualified applicant shall possess master planning experience for government parks and recreation departments, experience in community engagement and leading public input forums of various sizes and formats, excellent communication and graphic skills, and an intimate knowledge of the parks and recreation field, and professional certification in the planning and/or landscape architecture profession.

Scope of Services

The selected consultant will provide the City with professional services to realize the successful creation of a vibrant and innovative Master Plan. This includes but is not limited to:

Inventory all existing recreation facilities city wide and review their policies for use. This also includes entities offering parks and/or facilities not owned by the City of Saratoga Springs. Provided is a partial list:

1. City owned parks
2. Skidmore College
3. Spa State Park and Land
4. Golf courses
5. YMCA
6. Schools
7. Senior Citizen residence facilities
8. Fitness Centers
9. Fire Houses
10. Residential or mixed-use developments
11. Churches (e.g. St. Clements Church playground)
12. Saratoga Independent School Soccer fields
13. Trails
14. Other?

Inventory of all City recreation/special event/camp opportunities. This also includes recreation opportunities not offered by the City of Saratoga Springs. Provided is a partial list:

1. Recreation Dept.
2. Senior Services Dept.
3. School Continuing Education programs
4. YMCA
5. Saratoga Springs Public Library
6. Private entities/camps
7. School camps
8. Skidmore College Camps/Clinics
9. Sports Clubs
10. Other?

Review of existing plans and initiatives that are relevant to the future of the Recreation department:

1. 2015 Comprehensive Plan
2. Complete Streets Master Plan
3. Urban and Community Forest Master Plan
4. Saratoga Greenbelt Trail Master Plan
5. Open Space Committee Master Plan
6. Recreation Commission Strategic Plan
7. City's Capital Budget Program
8. Statewide Comprehensive Outdoor Recreation Plan
9. Other?

Manage Public Engagement Sessions:

1. Conduct and Analyze results of public meetings
2. Develop public surveys

Analyze Needs and Trends in response to the following questions:

1. What are the demographic trends in Saratoga Springs?
2. What is needed by groups who use City park facilities (Fields, pavilions, meeting room)?
3. How do we attract more visitors to various parks?
4. Do we need more parks? If so, what type (pocket, passive, active, etc.) and where?
5. Are we fulfilling our recreation programming needs? What are the trends in the next 10 years?
6. Are there major unmet needs among park users and youth sports organizations that warrant City investment?
7. How do we prioritize such investments?
8. Are existing pedestrian sidewalks, multi-use paths, and bicycle routes sufficient for providing access to the City parks? Would safer pedestrian and bicycle facilities increase park usage?
9. Are the existing facilities meeting ADA standards. Does the programming meet the needs of the all residents including inclusive play and adaptive recreation(according to ADA standards).
10. What is the financial cost estimates to maintain current and desired assets at the appropriate level of services expected by the City and Residents.

Develop Vision and Recommendations in response to the following questions:

1. Are there opportunities for collaboration with other tax jurisdictions/private entities?
2. What are our usage policies? Do they need revising/City Council action?
3. Are there opportunities for generating additional revenue (fee structure analysis)?
4. How can we become more energy efficient, more accessible, more connected, and more protective of the environment?
5. What are our capital maintenance needs in the next 5-10 years (repair and/or replace)?
6. What are the funding options for capital projects?

7. Based on the needs and trends analysis identify specific recommendations for each City park (i.e. Veterans Memorial Park, Recreation Center, etc.)

Implementation Strategy:

1. Prioritize list of recommendations (short, medium, long term)
2. Identify costs
3. Identify implementation party/strategy
4. Identify funding sources

Required Submittals

Responses to RFP must include, at a minimum, the following:

1. Cover Letter
2. Project Understanding Statement: A statement describing the applicant's understanding of the project and the special skills the team would provide.
3. Project Approach: A narrative of the consultants approach to completing the master plan (project scope).
4. Project Timeline: Include a timeline for completion of tasks.
5. Proposed Project Team Members: A description of the applicant's organizational composition, disciplines, and the primary role of each individual/firm on the team. Organizational charts may be included. Clearly indicate the applicant's designated team leader for the project as well as the specific individuals who will be assigned to the work and their respective expertise in such work.
6. Specific Project Experience: Descriptions detailing completed, similar or relevant project experience that the applicant has executed. Links to similar or relevant projects are encouraged. Include total project budget.
7. List of references: Provide a minimum of 4 client references with which the applicant has provided similar planning services within the last five years. Include the name, email address, and phone numbers of the contact person and description of the role and services provided to that contact.
8. Preliminary Cost Proposal: Consider the total cost of services to complete the scope of work as described.
9. Additional Information: Provide other information relevant to indicate the applicant's abilities to successfully complete a parks master plan of this nature.
10. Proposals must be received on time. Late replies will not be considered.

The specification herein states the minimum requirements of the City. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The City will consider as "irregular" or "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the City to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section.

TOTAL BID IN FIGURES: \$ _____

TOTAL BID WRITTEN: _____

COMPANY NAME: _____

ADDRESS: _____

(City) (State) (Zip) Phone No. () _____ - _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

(a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification
Section §139(d) State Finance Law

By submission of this 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 his knowledge and belief:

- (1) 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;
- (2) 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
- (3) 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."

A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore.

Signature: _____ Print Name: _____

Title: _____ Date: _____

Company: _____ Address: _____

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 2017 as the act and deed of said corporation of partnership.



Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/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 vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all vendors/suppliers meet the following standards:

- Legal: Vendors/suppliers and their subcontractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- The City expects vendors/suppliers to respect the City's rules and procedures.
- Conflict of Interest: The vendor/supplier represents and warrants that it has no conflict, actual or perceived, that would prevent it from doing business with the City of Saratoga Springs.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, and NYS statutory benefits and overtime pay in compliance with all applicable laws and regulations. Where applicable, as defined by NYS Labor Law, the vendor/supplier must comply with prevailing wage rates.
- Health & Safety: Vendors/suppliers and their subcontractors shall provide workers with a safe and healthy work environment that complies with local, state and federal health and safety laws.
- 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.
- Working conditions: Vendors/suppliers must treat all workers with respect and dignity and provide them with a safe and healthy environment.
- Right to organize: Employees of the vendor/supplier should have the right to decide whether they want collective bargaining.
- Subcontractors: Vendors/suppliers shall ensure that subcontractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendors/suppliers shall comply with all applicable environmental laws and regulations. Vendors/suppliers shall ensure that the resources and material they use are sustainable, are capable of being recycled and are used effectively and a minimum of waste. Where practicable, vendors/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

Vendor Acknowledgement

The undersigned vendor/supplier hereby acknowledges that it has received the City of Saratoga Springs Vendor/Supplier Code of Conduct and agrees that any and all of its facilities and subcontractors doing business with the City will receive the Code and will abide by each and every term therein.

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/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.

Signature: _____

Printed name: _____

Title: _____

Date: _____

Company Name: _____



City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services
(For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: _____ City Project Name: _____ Prevailing Wage Project No.: _____
City Department: _____ Department Contact Person: _____ City Ext. _____
Company Name: _____
Company Address: _____
Company Telephone No.: _____ Company Fax No.: _____
Consultant Primary Contact for This Project: _____ Title: _____

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 Consultant represents that it has all necessary governmental licenses to perform the services described herein.

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant 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 Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant 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 Consultant 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 contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (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 Consultant.

The City of Saratoga Springs requires the Consultant 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;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million 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.

It shall be an affirmative obligation of the Consultant 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 Consultant 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 Consultant 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 Consultant utilizes a Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Consultant. All insurance required of the Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage all those activities performed within its contracted activities for the contact as executed.

The Consultant, 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 Consultant or its employees or anyone for whom the Consultant is legally liable or Sub-Consultants. 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 Consultant, as aforesaid.

The Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. 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 Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant 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 Consultant or other persons, while engaged in the performance of any work or services required by the Consultant 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 Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant 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

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant'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 Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three 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 days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant 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.

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

Consultant Signature: _____ **Date:** _____