

FORM OF AGREEMENT

THIS AGREEMENT, made this 27th day of August, 2010, by and between the VILLAGE OF CROTON-ON-HUDSON, a municipal corporation of the State of New York located in the County of Westchester, party of the first part (hereinafter called the Village), and ELQ Industries, Inc. party of the second part (hereinafter called the Contractor)

WITNESSETH - That for and in consideration of the premises and agreements herein contained, and the payments herein provided to be made, the parties hereto agree as follows:

First - The Contractor covenants and agrees at his own proper cost, charge and expense to furnish all machinery, appliances, tools, labor and materials necessary or proper to do all the work necessary to construct all the works, equipment and fixtures appurtenant thereto, as set forth in the Contractor's proposal dated August 17, 2010 for: the **Various Village Streets Cold Milling and Paving** and described in the plans and specifications made and prepared by the Village Engineer of the Village of Croton-on-Hudson in the County of Westchester, and in the Contract Documents forming a part of this Contract, in a first-class workmanlike manner, and in strict accordance with the plans, drawings and specifications therefor, advertisement, and the Contractor's proposal; all of which plans, drawings, specifications, advertisement, proposal and other Contract Documents are made a part hereof to the same extent as though the same were herein expressly written; and under the supervision of the Village Engineer of the Village of Croton-on-Hudson, a copy of which plans and specifications the Contractor acknowledges receipt of prior to the execution of this Contract.

Second - In consideration of the Contractor faithfully complying with all the terms and stipulations of this Contract as set forth herein, or in the plans and specifications therefor, advertisement, proposal and other Contract Documents, the Village of Croton-on-Hudson covenants and agrees to pay the said Contractor at the time and times, and in the manner more particularly set forth in the General Conditions, and in the Proposal, which are made a part of this Contract.

Third - (a) In hiring of employees for the performance of work under this Contract or any sub-contract hereunder, no contractor, subcontractor nor any person acting on behalf of such contractor or subcontractor shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) No contractor, subcontractor nor any person on his behalf shall, in any manner, discriminate against nor intimidate any employee hired for the performance of work under this Contract on account of race, creed, color or national origin;

(c) There may be deducted from the amount payable to the Contractor by the Village a penalty of \$5.00 for each person for each calendar day during which

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such person was discriminated against or intimidated in violation of the provisions of the Contract;

(d) This Contract may be canceled or terminated by the Village and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract;

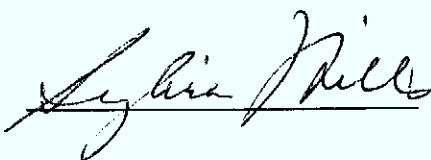
(e) Any laborer or mechanic employed to perform work on the project under this Contract, shall be paid not less than the minimum rates of wages specified under Prevailing Wage Rates for Westchester County published by the NY State Department of Labor, Bureau of Public Works.

Fourth - Upon the refusal of the Contractor to: (a) testify when called before a Grand Jury concerning any transaction or contract with the State of New York, any political subdivision thereof, public authority, public department, agency or official of the State, or of any political subdivision thereof; (b) to sign a waiver of immunity against subsequent criminal prosecution; or (c) to answer any relevant questions concerning any such transactions or contracts, the Contractor shall, for a period of five years after such refusal, be disqualified from selling to, submitting bids to, receiving awards from, or entering into contracts for goods, work or services with the Village, or any public department, agency or official thereof, and further, any contracts made by the Contractor with the Village or any public department, agency or official thereof since July 1, 1959, may be canceled by the Village without penalty or damages on account of such cancellation, except that all moneys owing on account of goods delivered or work done prior to such cancellation shall be paid.

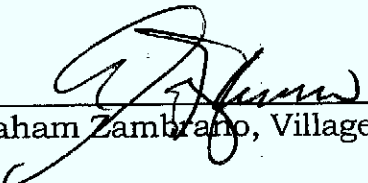
IN WITNESS WHEREOF the Mayor and Board of Trustees of the Village of Croton-on-Hudson, the governing body of the said Village, have by resolution authorized the corporate seal of the Village to be hereunto affixed, and this contract to be signed by the Village Manager and the same attested by _____, and the Contractor, the day and year first written above.

Attest:

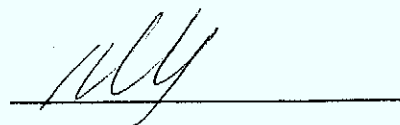
VILLAGE OF CROTON-ON-HUDSON, NY



By


Abraham Zambrano, Village Manager

Attest:



By

