

**AGREEMENT BETWEEN
CITY OF SARATOGA SPRINGS, NY
AND
HANSON VAN VLEET LLC**

This Agreement ("Agreement") is made by and between the **City of Saratoga Springs, NY** (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and **Hanson Van Vleet, LLC** (the "Consultant") with a place of business at 902 Route 146, Clifton Park, NY 12065.

WITNESSETH THAT:

WHEREAS, the City has requested a quotation for groundwater source exploration and development per a NYS DOH mandate and

WHEREAS, the Consultant has submitted a proposal in response to the request for a quotation for groundwater source exploration and development per a NYS DOH mandate; and

WHEREAS, the Consultant is trained and proficient in the field of groundwater source exploration and development;

NOW, THEREFORE, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the Consultant hereby agree as follows:

1. SCOPE OF AGREEMENT

In response to a request for a pricing proposal requested by the City for a quotation for groundwater source exploration and development per a NYS DOH mandate, the Consultant submitted proposals dated June 28, 2011 (the "Proposals"), which are attached hereto as Exhibit A as marked. The Consultant shall provide to the City the products and services set forth herein. The Consultant assumes full responsibility for the provision of the products and services made available in this Agreement. The Consultant shall be so liable even when the Consultant subcontracts the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City.

2. CONSULTANT RESPONSIBILITIES

The Consultant shall provide services as outlined in the proposals dated June 28, 2011 as marked including but not limited to the following:

- Identification of drilling target areas
- Soil Boring Investigation
- Data Analysis and Design of Test/Production Well(s)

3. CONSULTANT DISCLOSURE

The requirements of New York State Finance Law Sections 8 and 163 regarding Consultant Disclosure are hereby incorporated into this Agreement.

4. FEES

The costs, fees and disbursements associated with the provision of products and services by the Consultant shall be determined in accordance with the terms and provisions of Exhibit A, a copy of which is annexed hereto and made a part hereof. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement which are between Fifty Two Thousand Eight Hundred Dollars (\$52,800).

5. TERM

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. The Consultant 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 for any reason by mailing written notice to the Consultant at least ten (10) days prior to such termination date.

The City reserves the right to terminate this Agreement in the event it is found that either of the certifications filed by the Consultant in accordance with New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such finding, the City may exercise its termination right by providing written notification to the Consultant in accordance with the provisions of Section 8 herein.

The City shall not incur any costs if it terminates this Agreement, other than those otherwise due to the Consultant for products delivered and services rendered by the Consultant pursuant to the terms and provisions of this Agreement at the time of such termination. Upon any termination, the Consultant shall only be entitled to compensation for products delivered and services rendered up to the date of termination.

In addition, in the event of any violation by the Consultant of any of the terms of this Agreement, the City may terminate the Agreement without notice and with compensation to the Consultant for fees and expenses rendered only to the date of termination. Any breach of any of the terms of this Agreement by the Consultant will result in immediate and irreparable injury to the City and will authorize recourse to injunction and/or other specific performance as well as to all other legal or equitable remedies to which the City may be entitled.

6. EFFECTIVE DATE

This Agreement shall have no force and effect until approved by the City Council of the City of Saratoga Springs, NY.

7. BILLING

The Consultant shall provide itemized statements monthly to be reviewed and approved by the City. Invoices must be submitted to: City of Saratoga Springs, NY, Attn. Purchasing Agent, 474 Broadway, Saratoga Springs, NY 12866. Payment by the City will be made in accordance with the State Finance Law, upon receipt of such statements and upon approval by the City. No City employee, including the Project Manager named in Section 8 has the authority to request that the Consultant perform any additional work beyond the work authorized or described herein or to incur additional expenses above the amount set forth in Exhibit A of this Agreement.

8. NOTICE

The City Engineer is the project manager and shall represent the City in all matters affecting the delivery of products and services. The project manager for the Consultant is Kirby Van Vleet. 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: Commissioner of Public Works
 City of Saratoga Springs
 474 Broadway, Saratoga Springs, NY 12866

With a copy to: Secretary to the City Council
 City of Saratoga Springs
 474 Broadway, Saratoga Springs, NY 12866

To Consultant: Kirby Van Vleet, Partner/Senior Hydrologist
 Hanson Van Vleet, LLC
 902 Route 146, Clifton Park, NY 12065

Either party may designate another or further address by notice given in accordance herewith.

9. CONFIDENTIAL INFORMATION

In connection with the provision of products and/or services to the City by Consultant, the City may disclose to Consultant information that is proprietary or confidential information. Any and all City communications, records, documents, written, oral or electronic communication or other information of any kind shall be deemed and treated as confidential by the Consultant. The Consultant shall not copy, transmit, deliver or communicate in any way to any other person or entity any such communications and/or information without the prior written consent of the City. The Consultant agrees to use such confidential information solely for the purpose of performing services hereunder for the City.

The term "confidential information" does not include information that (i) is or becomes generally available to the public other than as a result of disclosure by the Consultant, (ii) is or becomes available to the Consultant on a non-confidential basis from sources other than the City, provided that such source is not bound by a written confidentiality agreement with the City, or (iii) was lawfully within the Consultant's possession prior to its being furnished to the Consultant by the City, provided that the source of such information was not bound by a written confidentiality agreement with the City, or (iv) is required under applicable law or by deposition, interrogatory, request or demand for information or documents, subpoena, investigative demand, court order or other similar legal process. In such cases the Consultant shall provide the City with written notice that such information is not deemed confidential. Such notice shall provide the City sufficient time to seek a protective order or other legal remedy.

All written confidential information (and all copies, extracts or other reproductions in whole or in part thereof) obtained by the Consultant from the City shall be returned to the City and have the status of City work papers (or, with the City's written permission, shall be destroyed and such destruction certified in writing to the City by an authorized Consultant representative supervising such destruction). Except as set forth herein, no confidential information shall be retained by the Consultant. The Consultant shall be permitted to retain one copy of internal memoranda and other documents, developed by the Consultant during the term of this Agreement, which contain or refer to confidential information, subject to the confidentiality provisions of this paragraph.

Nothing in this section shall be construed to alter the Consultant's responsibilities under any applicable State Law. Since monetary damages may not be a sufficient remedy with respect to any violation of this section, the City shall be entitled to specific performance and injunctive relief, in addition to any other remedy.

10. CITY PROPERTY

All information and materials received hereunder by the Consultant from the City are and shall remain the sole and exclusive property of the City and the Consultant 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 Consultant.

All intellectual property, created by the Consultant hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. The Consultant hereby transfers and assigns to the City all proprietary and intellectual property rights in such property.

Effective upon their creation pursuant to Section 2 of this Agreement, the Consultant 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 Consultant 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 Consultant, its agents, employees, or subcontractors. Nothing herein shall preclude the Consultant from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Consultant's business.

The Consultant 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 Consultant under this Agreement. Any written reports, opinions and advice rendered by the Consultant shall

become the sole and exclusive property of the City, and the Consultant 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 Consultant.

11. RETENTION OF RECORDS

The Consultant 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 Consultant 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.

12. CONFLICTS OF INTEREST

The Consultant represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.

13. PUBLICITY

The Consultant shall not prepare or release, or cause to be prepared or released, any public notice or announcement concerning this Agreement or performance hereunder. Public notice or announcement includes, but is not limited to, notices published on or in connection with the Consultant's website. The Consultant shall not plan, conduct, or cause to be planned or conducted, or take part in, any news or other conference concerning this Agreement, or work performed pursuant to it, without the City's prior written approval. The Consultant shall not make public or publicize its relation with the City, nor use the City's name, without the City's prior written approval.

14. RELATIONSHIP

No staff member, officer, director or person employed by the Consultant in connection with this Agreement shall be considered or deemed to be an employee of the City of Saratoga Springs, NY or represent him or herself as an employee of the City of Saratoga Springs, NY.

15. INSURANCE

All insurance policies required under this Agreement shall be issued by insurance companies authorized to conduct business under the laws of the State of New York. They shall be written for the benefit of the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and for the Consultant. Said policies shall be effective until all work required or contemplated by the Agreement has been completed. Policies expiring on a fixed date before completion of the Consultant's duties under this Agreement must be renewed not less than 30 days before such expiration date. No policy shall be changed by endorsement without the knowledge and the written consent of the City and, in particular, any notice of cancellation by the insurer shall not be effective until 30 days after the said notice is actually received by the City. Any notice addressed to the City shall be mailed via certified or registered mail to the address set forth herein. The Consultant acknowledges that failure to obtain such insurance on behalf of the City constitutes a material breach of contract and subjects it to liability for damages indemnification and all other legal remedies available to the City.

In the event the Consultant 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 Consultant. 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 contact as executed.

Before commencing work under this Agreement, the Consultant shall furnish to the City a certificate of insurance naming: the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees as an additional insured on a primary and non-contributory basis. 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 City. Such certificate shall be on forms acceptable to the City's Office of Risk and Safety Management showing that the Consultant has complied with these requirements. In addition, for policies expiring on a fixed

date before completion of the Project, certificates showing renewal must be filed not less than 30 days before such expiration date.

It shall be an affirmative obligation of the Consultant to advise the City's Office of Risk and Safety at Fax No. 518.693.4070, e-mail Marilyn.Rivers@Saratoga-Springs.org or mail via 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.

- a. The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
- b. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
- c. Every required policy, including any required endorsements and any umbrella / 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.
- d. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage.
- e. 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).
- f. The Office of Risk & Safety Management must approve all insurance certificates.
- g. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto.
- h. 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).
- i. 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: immediate termination of the contract;

(1.) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (2.) 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.

Required Property and Casualty Insurance - Minimum coverage types and amounts:

Coverage Type	Minimum Limits
General Liability Insurance: Commercial General Liability including completed products and operations and personal liability insurance	\$1 Million per occurrence with \$2 Million aggregate
Automobile Liability For owned, non-owned and hired vehicles	\$1 Million Combined Single Limit
Excess Liability	\$3 Million per occurrence aggregate
Professional Errors and Omissions Coverage	\$1 Million per claims aggregate

Required Workers Compensation Insurance – Minimum coverage types and amounts:

Workers' Compensation and Employer's Liability If you have no employees (sole proprietor) you must provide an affidavit of exemption. (WCB forms WC/DB-100 or WC/DB-101).	Statutory limits 100,000
Disability Insurance If you have no employees (sole proprietor) you must provide an affidavit of exemption. (WCB forms WC/DB-100 or WC/DB-101).	Statutory limits

16. LIABILITY

The Consultant assumes all risks in the performance of all its activities authorized by this Agreement. The Consultant hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. The Consultant shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Consultant, its Consultants, subcontractors, agents, or employees. The Consultant's responsibility under this section shall not be limited to the required or available insurance coverage.

17. 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.

18. WAIVER

No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

19. 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.

20. BINDING AGREEMENT

The covenants and agreements contained in this Agreement shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, heirs, successors, distributees and assigns. The rights or obligations granted or allocated to the Consultant herein may not be assigned without the prior written consent of the City.

21. ASSIGNMENT

The Consultant shall not, without the prior written consent of the City, assign, transfer, convey, or otherwise dispose of this Agreement, or any part thereof, or of its right, title, or interest therein or its power to execute this Agreement or any amendment or modifications hereto to any other person, company, or corporation.

22. SEVERABILITY

In the event any provision of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of the balance of this Agreement or any other term or condition hereof.

23. APPENDICES

The Consultant, its subcontractors, vendors and agents shall comply with the terms of the following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Appendix A: Waiver of Immunity/Non-Collusive Bidding Certification

Appendix B: Vendor/Supplier Code of Conduct

The following are attached to this Agreement for reference purposes:

Exhibit A: Proposals dated June 28, 2011

24. 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.

Consultant 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.

CITY

BY: 


Signature
7/25/11

Dated
SCOTT T. Johnson

Printed Name
MAYOR

Title

CONSULTANT

BY: 

Signature
7/15/11

Dated
D. Kirby Van Vleet

Printed Name
Vice President

Title

City Council Approval Date: 7/19/2011

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF Saratoga Springs

SS:

ON THIS 19th DAY OF July 20 11 BEFORE ME PERSONALLY CAME
D. Kirby Van Vleet TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE AND
SAY THAT HE/SHE RESIDES IN Queensbury, NY THAT HE/SHE IS THE
Vice President OF HVV, LLC THE

THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT; THAT
HE/SHE KNEW THE SEAL OF SAID CORPORATION; THAT THE SEAL AFFIXED TO SAID INSTRUMENT
WAS SUCH CORPORATE SEAL; THAT IT WAS SO AFFIXED BY THE ORDER OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE SIGNED HIS NAME THERETO BY LIKE
ORDER.


NOTARY PUBLIC

TIMOTHY J. MCALONEN
Notary Public, State of New York
No. 01MC6046212
Qualified in Saratoga County
Commission Expires Aug. 7, 20 14

City of Saratoga Springs
Purchasing Department
474 Broadway, Saratoga Springs, NY 12866
Tel: (518) 587-3550 ext. 560
Fax: (518) 587-6512



WAIVER OF IMMUNITY CLAUSE

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

1. 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;

2. Any and all contracts made with any municipal corporation or any public department, agency or official thereof, with any fire district or any agency or official thereof, 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 103-d of General Municipal Law

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in 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; and

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."

Signature:

Title:

Date:

D. Kelly Van Wert
Vice President
7/15/11

APPENDIX B



CITY OF SARATOGA SPRINGS, NEW YORK VENDOR/SUPPLIER CODE OF CONDUCT

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner. 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.
- Wages & Benefits: Vendors/suppliers will set working hours, wages, 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 Acknowledgment

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.

Officer:

Vice President

Signature:

D. Kirby Van Vleet

Printed Name:

D. Kirby Van Vleet

Title:

Vice President

Date:

7/15/11

Client#: 11897

HANSOVAN

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2011

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 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 Adirondack Trust Insurance 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	CONTACT NAME: Paul O'Malley	
	PHONE (A/C, No, Ext): 518 584-5300	FAX (A/C, No): 518 584-7306
	E-MAIL ADDRESS: pomalley@adirondacktrustinsurance.com	
INSURED Hanson Van Vleet, LLC 902 Route 146 Clifton Park, NY 12065	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Selective Way Insurance Company	NAIC # 26301
	INSURER B: Utica National Assurance Co.	10687
	INSURER C: Employers Fire Insurance Co.	20648
	INSURER D:	
	INSURER E:	
INSURER F:		

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	S1887690	04/01/2011	04/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		S1887690	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		S1887690	04/01/2011	04/01/2012	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	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 N	3700763	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	Professional Liability Claims Made		DPL066511	04/22/2011	04/22/2012	\$2,000,000 Per Claim \$2,000,000 Ann. Agg.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability policy provides additional insured status to the certificate holder when required by written contract. As required by written contract or agreement, the city of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees is an Additional Insured under General Liability on a primary and non-contributory basis.

CERTIFICATE HOLDER

CANCELLATION

City of Saratoga Springs
Attn Ms. Marilyn L. Rivers, CPCU,ARM,
AIC
Director of Risk & Safety;Accoun
474 Broadway
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

Engene G. Quirk

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June 28, 2011

Mr. Tim Wales, P.E.
City Engineer
City of Saratoga Springs
City Hall-474 Broadway
Saratoga Springs, NY 12866

**RE: Proposal for Groundwater Source Exploration and Development
City of Saratoga Springs**

Dear Mr. Wales:

Hanson Van Vleet, LLC (HVV) is pleased to submit this proposal and cost estimate to perform groundwater exploration services necessary to develop a "back up" water supply to supplement the existing City of Saratoga Springs water needs. It is our understanding that the New York State Department of Health (NYSDOH) has determined that the City needs approximately 1 to 2 million gallons per day (MGD) of additional water to supplement the existing system during times of drought and peak demand.

Background

HVV personnel have extensive experience in the exploration and development of groundwater resources in the general area of the City of Saratoga Springs. HVV personnel have developed multiple well fields for the Town of Wilton in what we refer to as the Wilton Sand Plain Aquifer. Kirby Van Vleet and Eric Hanson were recently instrumental in the development of the O'Brien well field, which added approximately 1.3 MGD of groundwater to the capacity to their system. Mr. Eric Hanson was also actively involved in the original development of the Geyser Crest well field. HVV personnel have worked with a number of private clients to develop groundwater resources in the Towns of Ballston and Milton, just west of the City. Most of those well fields have been incorporated into the Heritage Springs Water Company. Mr. Hanson was also instrumental in the development of approximately 8.0 MGD for the Knolls Atomic Power Laboratory, Kesselring site in the Town of Milton.

Through our extensive work in the area, we have an intimate knowledge of the subsurface conditions in the area. As we discussed, four potential aquifer systems have the potential to supply the additional water required to supplement the City's system. Three of the potential aquifer systems are located in the western portion of the City or just west of the City. They include the Kayaderosseras Aquifer, in gravel deposits along Kayaderosseras Creek, the unconfined sand and gravel within the Kayaderosseras delta complex in the area of Geyser Crest,

and a deeper confined buried valley complex beneath the western portion of the City. A forth option is the extension of the Wilton Sand Plain Aquifer, beneath the eastern portion of the City.

The City currently owns over 70 acres of land in the area of the Bog Meadow Brook pumping station. This area appears to offer similar subsurface hydrogeologic conditions to those we recently developed in the Town of Wilton. Based on our discussions and the fact that the City already owns substantial land holdings in that area, we have geared this proposal to the investigation of the Sand Plain Aquifer in the area of the Bog Meadow Brook pumping station.

Proposed Scope of Work

The proposed services provided under this proposed investigation are divided into six phases. The phased approach provides information at the conclusion of each phase of work, thereby allowing optimum flexibility during the course of the project. The scope of work, technical approach and cost estimate to conduct the investigation are outlined below.

- Phase 1: Identification of drilling target areas
- Phase 2: Soil Boring Investigation
- Phase 3: Data Analysis and Design of Test/Production Well(s)
- Phase 4: Installation of Test/Production Well(s)
- Phase 5: Pumping Test(s)
- Phase 6: Data Analysis and Reporting

Phase 1: Identification of Drilling Areas

The objective of this task will be to determine specific drilling areas within the 70 acres site.

- 1) Review of all available boring and drilling logs from the surrounding areas, including construction borings for the bog Meadow pump station.
- 2) Perform a site inspection to evaluate the on-site geologic and hydrogeologic conditions of the site. Proposed soil boring locations will be chosen and flagged in the field. Surveying by others may be necessary to define the property boundaries.

Phase 2: Conduct Soil Boring Investigation and Install Observation Wells

Up to ten soil borings are proposed to evaluate the 70-acre site. The installation of the soil borings will be directed and supervised by qualified and experienced hydrogeologists from HVV. Each boring will be drilled at a location selected to provide maximum geologic and hydrogeologic information.

Soil borings will be advanced through the overburden using six-inch O.D. hollow-stem augers. During auger drilling, split-spoon samples will be collected at five-foot intervals above the water

table and continuously below the water table, following ASTM standard methods for soil and material sampling. It is anticipated that the maximum depth of the proposed soil borings will be 60 feet. In instances where the hollow-stem auger method of drilling will not penetrate the subsurface materials, drive and wash and/or rotary drilling methods will be employed.

All split-spoon samples will be logged on site as they are extracted. The samples will be retained and labeled for additional laboratory testing, if determined appropriate. Standard soil boring logs and data sheets will be prepared for each soil boring.

If sufficient aquifer material is encountered, each boring will be converted to an observation well. Each observation well will be constructed of two-inch flush-joint PVC riser pipe with 10 feet of slotted pipe (screen) set at an appropriate depth for the hydrologic conditions at the site. Coarse, clean sand will be packed to approximately two feet above the top of the screen to improve its interconnection with the adjacent aquifer. A one-foot bentonite seal will be installed above the sand pack. The remainder of the annular space will be sealed to further assure that water from the surface will not infiltrate through the disturbed soil adjacent to the riser pipe. The top few feet of the hole will be sealed with cement/bentonite grout to prevent surface water from entering the drill hole and to secure the protective casing. A lockable steel protective casing will be installed over the exposed riser pipe to prevent vandalism and unauthorized access.

Following the installation of the soil borings and observation wells, each well will be developed to remove sediment and increase interconnection with the adjacent aquifer. Development of the wells will be performed by bailing or air lift methods. During the drilling program, data will be evaluated as it is collected allowing for modification, if necessary, of subsequent boring locations.

Upon completion of the development of the observation wells, preliminary water quality samples will be collected from select observation wells for laboratory analysis. The preliminary water quality samples will be collected to confirm that there are no water quality issues that could impact the use of the water to supplement the City's supply.

Phase 3: Data Analysis and Design of Test/Production Wells

It is assumed that up to five test/production wells will be designed for the site. The test/production wells will be designed to maximize well yield based on the specific hydrogeologic conditions at the site. Selected soil samples collected during Phase 2 will be sieve analyzed according to ASTM Standards at a material testing laboratory. Results from the sieve analyses will be used to design the test/production wells. The designs will incorporate the site specific sieve results thus precluding formation damage and permitting maximum well yields. All test/production wells will be designed to meet current NYSDOH and NYSDEC design criteria for water supply wells.

After a complete evaluation of all the data collected, an interim report will be prepared. The report will include the results of the soil boring program, the recommended number of production wells, the location for each of the wells and the design of each well. Estimates of potential well and well field yield will also be provided.

Phase 4: Installation of Test/Production Well(s)

If required, HVV will assist the City of Saratoga Springs in preparing the technical specifications to bid the installation and testing of the test/production well(s). HVV will also assist the City in the review of the bids, to confirm that the technical specifications for the well installations have been met. Since the proposed wells will be used to directly supplement Loughberry Reservoir, using the existing Bog Meadow Brook pipeline, during times of drought and/or peak demand, the design and testing criteria may not be as stringent as normal water supply wells. HVV will contact the NYSDOH to determine the appropriate design criteria for this application.

Once a drilling contractor has been chosen, qualified and experienced hydrogeologists from HVV will direct the installation of the test/production wells. At this time, we anticipate the general design of the test/production wells to be 8 by 16-inch gravel packed screened wells with grout seals installed to a depth of approximately 60 feet. The screen lengths and size will be pre-determined by HVV during Phase 3. HVV recommends the test/production wells be installed by cable tool or dual rotary drilling methods.

HVV recommends that well development be performed by cable tool surge block methods to achieve the greatest well efficiency. Approximately 40 hours of well development will be necessary to achieve the optimum efficiency, yield and specific capacity. HVV will provide limited supervision of the well development and will determine when sufficient development has been achieved.

Phase 5: Pumping Test(s)

Prior to initiating any pumping tests, a step drawdown test will be performed at each test/production well. The step drawdown test is performed by incrementally increasing the pumping rate over set time periods (steps) to evaluate the specific capacity and short term performance of the well at various rates. The optimum pumping rate for the subsequent pumping tests will be determined based on the results of the step drawdown test.

A constant aquifer rate pumping test will be performed for 72 hours on each test/production well. At least one day prior to initiating the pumping test, water level measurements will be collected from all available test/production and observation wells to assure static aquifer conditions before test initiation. HVV will install pressure transducers in selected wells and utilize Solinst® electronic water level probes in others. Water level measurements will then be collected continuously during the 72 hour pumping test and after the pumping portion of the test until the pumping well has recovered to 90% of the original static water level. If stabilized drawdown is encountered during the pumping test, with NYSDEC and NYSDOH approval, the duration of the test may be shortened.

One water quality sample will be collected at the end of each pumping test to evaluate the water quality. Water quality analysis will incorporate the necessary New York State Sanitary Code Part 5 water quality requirements.

Phase 6: Data Analysis and Reporting

Subsequent to the 72-hour pumping tests, data obtained will be used to determine the safe yield of the wells. This will be done using a combination of established methods for pumping test analysis. The use of the techniques described will enable the incorporation of site-specific information along with regional hydrogeologic information assimilated from the surrounding study area, in the prediction of the aquifer yield and hydrologic impacts associated with the groundwater usage.

After a complete evaluation of all the data, a final report will be prepared. The report will include a review of the methods used to install and test the wells, analysis of the aquifer pumping tests, water quality data; plots of all drawdown and recovery data; hydrographs of any precipitation and figures generated as part of the investigation. Additionally, the report will present conclusions and recommendations concerning optimum well yield and total combined well field yield.

ESTIMATED COST OF THE PROPOSED SCOPE OF WORK

The estimated costs for HVV to provide the service discussed herein are listed below for all anticipated consulting and subcontracting services:

Phase 1:	Selection of Drilling Locations	
	Task 1: Review Existing Data	\$ 300
	Task 2: Site Visit and Inspection	<u>\$ 1,500</u>
	Total Phase 1 Cost:	\$ 1,800
Phase 2:	Conduct Soil Boring Investigation (Assumes 10 soil borings)	
	HVV Services	\$12,300
	Analytical Laboratory	\$ 700
	Soil Boring Contractor	<u>\$32,200</u>
	Total Phase 2 Cost:	\$45,200
Phase 3:	Data Analysis/Well Design	
	HVV Well Design Services	\$ 2,500
	Interim Report	\$ 1,500
	Soil Lab	<u>\$ 1,800</u>
	Total Phase 3 Cost:	\$ 5,800
Phase 4:	Installation of Test/Production Wells (assumes 5 wells)	
	HVV Preparation of Bid Specifications	\$ 1,200
	HVV Supervision Services	<u>\$15,000</u>
	Total Phase 4 Cost:	\$16,200*
Phase 5:	Pumping Tests (assumes 5 pumping tests)	
	HVV Pumping Test Supervision	\$33,750
	Laboratory (five Part 5 analysis)	<u>\$ 9,000</u>
	Total Phase 5 Cost:	\$42,750*

\$182,000

Phase 6: Data Analysis and Reporting

HVV Analysis and Report Preparation \$ 9,000

Total Phase 6 Cost: \$ 9,000

***Drilling Contractor Estimated Cost for installation of five
test/production wells and five 72 hour pumping tests. \$245,500-282,500**

TOTAL COST \$366,250-403,250

These estimated costs do not include any costs for road building, snow removal, and/or public meetings. The costs are estimated based on the assumed number of soil borings and test/production wells and an assumed depth. The costs for the test/production well installation are an estimate and will be finalized upon determining the actual depth and design of the test/production wells. **Due to the nature of this project, supplementing Loughberry Reservoir, the NYSDOH well design and testing requirements may be less stringent, which could result in a significantly lower cost.**

Any additional work beyond the scope of this proposal and determined necessary as part of the investigation will be incorporated into our recommendations. Any such additional work would be invoiced at our standard rates plus expenses. No additional work, however, will be conducted or invoiced without prior authorization from the Client

The intent of the proposal has been to outline the proposed services and estimate costs for the proposed hydrogeologic consulting services. If you select HVV to provide the proposed services and find the terms and conditions as set forth acceptable, please issue a purchase order, or a letter of authorization, referencing this proposal.

Thank you for providing HVV the opportunity to be of service to the City of Saratoga Springs. If you have any questions about this proposal, please do not hesitate to contact me. I can be reached at (518) 371-7940.

Very Truly Yours,



Kirby Van Vleet
Partner/ Senior Hydrogeologist

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