

**The AGREEMENT BETWEEN  
CITY OF SARATOGA SPRINGS, NY  
AND  
ENVIRONMENTAL DESIGN PARTNERSHIP, LLP**

***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 **Environmental Design Partnership, LLP** (the "Consultant") with a place of business at 900 Route 146, Clifton Park, NY 12065.

**WITNESSETH THAT:**

**WHEREAS**, the City has requested a quotation for the City's request for the provision of professional consulting services for the development of the Bog Meadow Water Supply System and the exploration and connection of said system to the City's existing water supply system and

**WHEREAS**, the Consultant has submitted a proposal in response to the City's request for the provision of professional consulting services for the development of the Bog Meadow Water Supply System and the exploration and connection of said system to the City's existing water supply system; and

**WHEREAS**, the Consultant is trained and proficient in the field of professional consulting services;

**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 professional consulting services for the development of the Bog Meadow Water Supply System and the exploration and connection of said system to the City's existing water supply system, the City has received a response resulting in this contract. The Consultant submitted proposals dated November 23, 2011 (the "Proposals"), which are attached hereto as Exhibit A. The Consultant shall provide to the City the products and services set forth therein. 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 November 23, 2011 as marked.

**3. CONSULTANT DISCLOSURE**

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

**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 which total Ten Thousand Five Hundred Dollars (\$10,500). 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.

## **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.

## **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 Travis Mitchell, PE. 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: Travis Mitchell, PE, Partner  
Environmental Design Partnership, LLP  
900 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 contract 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:**

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence/ Two Million Dollars Aggregate
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Insurance: Three Million Dollars per Occurrence Aggregate
- Professional Errors and Omissions Insurance: One Million Dollars per Claims Aggregate

**Required Workers Compensation Insurance – Minimum coverage types and amounts:**

- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

## **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 November 23, 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

CONSULTANT

BY:

  
\_\_\_\_\_  
Signature  
DECEMBER 12, 2011  
\_\_\_\_\_  
Dated  
SCOTT T. JOHNSON  
\_\_\_\_\_  
Printed Name  
MAYOR  
\_\_\_\_\_  
Title

BY:

  
\_\_\_\_\_  
Signature  
12/8/11  
\_\_\_\_\_  
Dated  
Travis Mitchell  
\_\_\_\_\_  
Printed Name  
Partner  
\_\_\_\_\_  
Title

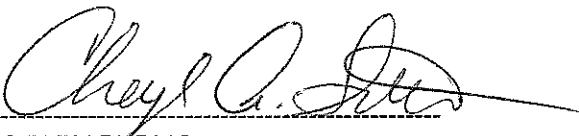
City Council Approval Date: Approved 12/6/11

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK )  
COUNTY OF Saratoga )

SS:

ON THIS 8<sup>th</sup> DAY OF December 20 11 BEFORE ME PERSONALLY CAME  
Travis J. Mitchell TO ME KNOWN, WHO BEING DULY SWORN, DID DEPOSE  
AND SAY THAT HE/SHE RESIDES IN Broadalbin, THAT HE/SHE IS THE  
Partner OF THE  
Environmental Design  
Partnership, LLP, 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

CHERYL A. SMITH  
Notary Public New York State  
Registration #01SM6061806  
Qualified in Saratoga County  
My Commission Expires  
July 23, 20 13



## APPENDIX A

### 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

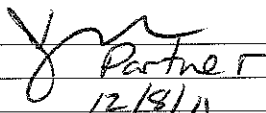
Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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:

  
Partner  
12/8/11

## 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*  
\_\_\_\_\_  
Trans Mitchell  
\_\_\_\_\_  
Partner  
\_\_\_\_\_  
12/8/11  
\_\_\_\_\_

Client#: 11873

ENVIRDES

ACORD<sub>TAB</sub>

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2011

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).

<b>PRODUCER</b> Adirondack Trust Insurance 31 Church Street - 4th Floor PO Box 336 Saratoga Springs, NY 12866	<b>CONTACT NAME:</b> Paul O'Malley <b>PHONE (A/C, No, Ext):</b> 518 584-5300 <b>FAX (A/C, No):</b> 518 584-7306 <b>E-MAIL ADDRESS:</b> pomalley@adirondacktrustinsurance.com														
<b>INSURED</b> Environmental Design Partnership, LLP 900 Route 146 Clifton Park, NY 12065	<table border="1"> <thead> <tr> <th data-bbox="787 462 1380 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1380 462 1516 493">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="787 493 1380 525"><b>INSURER A:</b> Selective Way Insurance Co.</td> <td data-bbox="1380 493 1516 525">26301</td> </tr> <tr> <td data-bbox="787 525 1380 556"><b>INSURER B:</b> Utica National Assurance Co.</td> <td data-bbox="1380 525 1516 556">10687</td> </tr> <tr> <td data-bbox="787 556 1380 588"><b>INSURER C:</b> Employers Fire Insurance Co.</td> <td data-bbox="1380 556 1516 588">20648</td> </tr> <tr> <td data-bbox="787 588 1380 619"><b>INSURER D:</b></td> <td data-bbox="1380 588 1516 619"></td> </tr> <tr> <td data-bbox="787 619 1380 651"><b>INSURER E:</b></td> <td data-bbox="1380 619 1516 651"></td> </tr> <tr> <td data-bbox="787 651 1380 672"><b>INSURER F:</b></td> <td data-bbox="1380 651 1516 672"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Selective Way Insurance Co.	26301	<b>INSURER B:</b> Utica National Assurance Co.	10687	<b>INSURER C:</b> Employers Fire Insurance Co.	20648	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>															
<b>INSURER F:</b>															

## 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	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PROJECT <input type="checkbox"/> LOC	X	S1849615	07/22/2011	07/22/2012	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 - COM/OP AGG \$3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	S1849615	07/22/2011	07/22/2012	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 checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000	X	S1849615	07/22/2011	07/22/2012	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	2157546	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C	<b>Professional Liability</b>		DPL042510	12/19/2010	12/19/2011	\$1,000,000 ea claim \$1,000,000 aggregate CLAIMS MADE


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

Project: Bog Meadow Water Supply System

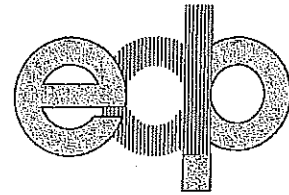
As required by written contract, City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents and employees are Additional Insureds under General, Auto & Umbrella Liability (primary & non-contributory under General & Auto Liability). Partners excluded from Workers Compensation coverage.

## CERTIFICATE HOLDER

## CANCELLATION

City of Saratoga Springs, NY Office of Risk and Safety 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 
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ENVIRONMENTAL DESIGN  
PARTNERSHIP, LLP

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## PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES

**DATE:** November 23, 2011

**CLIENT:** City of Saratoga Springs  
Office of the City Engineer  
474 Broadway  
Saratoga Springs, NY 12866

**CONSULTANT:** The Environmental Design Partnership, LLP.  
900 Route 146  
Clifton Park, New York 12065

**PROJECT:** Bog Meadow Source Development 2011

Dear Mr. Wales:

Pursuant to your request, we have prepared the following proposal for professional services related to the development of the Bog Meadow backup water supply system. The scope of services has been defined based your email correspondence of November 4, 2011 and November 22, 2011, our discussions regarding the work, and our previous experience with the design and permitting of similar projects.

### Scope of Services:

- Source / supply projections
  - Review existing information, provided by the City, regarding available source capacity of the City's water supply.
  - Assist the City in estimating increased water demand over a 20-year planning period. We anticipate that this will involve a review of historical water usage data and prior engineering reports as well as input from the Planning Department regarding future growth projections.
  - Evaluate potential supply from the Bog Meadow source as it relates to future water demand.
- Source development / connection to existing system
  - GWUDI determination



November 23, 2011

- We will work with the hydrogeologists to provide a GWUDI evaluation of the new groundwater wells. We understand that testing and analytical costs will be by others.
- We will review the proposed Bog Meadow backup water source and provide recommendations for the best method to connect this supply with the City's existing system.
  - We understand that two options are currently under consideration; using the Bog Meadow supply to feed Loughberry Lake or construction of a new disinfection / pumping facility associated with the Bog Meadow groundwater well supply that would allow a direct connection to the existing distribution system.
  - The analysis will include a review of the existing Bog Meadow Pumping Facility, including the intake and force main hydraulics, physical facilities and electrical systems as necessary to support the alternative involving a feed to Loughberry Lake.
  - We will review the advantages and disadvantages of these options and consider other alternatives that may be feasible including a phased approach (i.e., Bog Meadow / Loughberry Lake initially and a long term direct connection to the distribution system).
- Report of findings
  - Upon completing our evaluation we will prepare a preliminary engineering report that will include recommendations and cost estimates for moving forward. As required, a detailed breakdown of estimated costs will be provided for each alternative including permitting, design, and construction costs.
  - The report of findings will include a discussion of potential funding sources for the project.

The Scope of Services outlined above does not include any detailed design or survey related services. We understand that design and construction phase consulting services will be provided under a separate contract.

We assume that the City will provide historical water usage data, prior engineering studies, and will provide assistance related to growth projections over a 20-year planning period.

Our lump sum cost to complete the scope of work outlined above is \$10,500. The lump sum fee includes 2 or 3 meetings with the City and attendance at 1 City Council meeting. We are available to begin working on the project at your convenience and anticipate completion within 4 weeks of a Notice to Proceed.

We understand that the City has engaged Hanson VanVleet, LLC as a hydrogeology consultant and is currently evaluating the potential of a new well field at Bog Meadow. It is worth noting that we are affiliated with Hanson VanVleet and recently worked closely with them in the design



November 23, 2011

and development of a similar well field (the O'Brien Well Field) for the Wilton Water and Sewer Authority. The project involved the design and permitting of a multi-well groundwater pumping system, an associated disinfection system, a 750,000 gallon storage facility, and a finish water distribution pumping facility.

Please do not hesitate to contact our office if you have any questions or would like to further discuss our proposal. Thank you for your consideration and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Travis J. Mitchell', is written over the typed name.

Travis J. Mitchell, P.E.  
Partner

tjm hd:users:tmitchell:documents:edp:saratoga springs:city:bog meadow well field:source development 2011:proposal bog meadow source development 11-2011.doc