

*Celebrating over 50 years of service*

May 24, 2013

City of Saratoga Springs  
Department of Accounts  
City Hall – 474 Broadway  
Saratoga Springs, New York 12866

Re: City of Saratoga Springs  
RFP #: 2013-14  
Water Treatment Plant Emergency Generator  
Design and Construction Phase Services

File: 704.2199

Dear City of Saratoga Springs:

Barton & Loguidice, P.C. (B&L), is pleased to present the City of Saratoga Springs with this proposal to provide the engineering services pertaining to the installation of a new emergency generator system (EGS) at the City of Saratoga Springs Water Treatment Plant (WTP).

Based on our current understanding from experience with designing modifications to the electrical distribution system as well as other design projects at the plant, the City of Saratoga Spring desires to investigate a potential capital improvement project to install an emergency generator at the WTP. The installation of an EGS would enhance the ability of the Water Treatment Plant to provide water to the City in the event of a utility power outage. Currently, a small standby generator is used to provide backup only for the chemical building in regards to lighting, unit heaters, an instantaneous hot water heater, and the chemical feed control panel. All other processes at the plant including the UV disinfection, all pumping (high lift and low lift), building support services (heat, lighting, etc.), and the recent filter rehabilitation project equipment do not currently have electrical service backup protection.

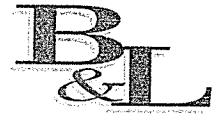
In order to refine the potential capital investment, the City has requested that B&L look at several key components for the proposed EGS system, namely:

- Verification of the preliminary generator size established by the City Engineer of 1000 kW, based on required emergency equipment loads.
- Evaluate the existing outdated 4.16kV switchgear in regards to service reliability and protection of WTP electrical equipment.
- Investigate and recommend an electrical interconnection point to connect the proposed EGS transfer equipment. We have previously discussed looking at connection at the plant front end (the 4.16 kV gear) or at the lower voltage (the 480V gear).
- Investigate if a used emergency generator is feasible.
- Investigate if there is any potential funding for this type of project.
- Provide opinion of probable construction costs (OPCCs).

The experience to

**listen.**  
**solve.**

The power to



- Design to include design of new emergency power generator and fuel system, concrete pad/support, automatic transfer switch and required switchgear upgrade components, and ancillary equipment.
- For the purpose of this proposal, proposed generator system to serve the following plant loads (minimum): one (1) high lift pump, one (1) low lift pump, UV disinfection system, plant filtration systems, building lighting, building heat, electrically actuated valves, pressure transmitters, turbidity meters, general plant monitoring and control systems and other plant electrical systems as requested by the City.

To assist the City with this potential project, B&L proposes to provide the following Scope of Services:

### **Scope of Services**

#### **Design Phase Services**

The intent of this phase is to develop the proposed Construction Bid Set Drawings and Specifications for the new EGS System as well as an overall opinion of probable construction cost for the entire project:

1. Review existing documentation related to the existing electrical systems at the facility including the main 4.16kV service and interior plant electrical distribution equipment.
2. Conduct a site visit to verify and assess the existing electrical systems at the facility and collect connected load information.
3. Investigate two options for the interconnection of the proposed emergency generator system. The two options identified are a single transfer switch connection at the 4.16kV system or several transfer switch connections at the 480V systems.
4. Identify potential funding sources if applicable to the installation of an emergency generator system.
5. Investigate the option to utilize an existing generator for the plant. As this can potentially be an exhaustive process, we have included eight (8) hours for this effort.
6. Identify a potential location for an outdoor, diesel emergency generator system and aboveground diesel storage tank.
7. Develop  $\pm 30\%$  Schematic Design documents including preliminary engineering drawings and technical memo/report to include:
  - General arrangement of the new electrical equipment systems.
  - Develop a one-line diagram showing the interconnection of the EGS system with the existing plant electrical distribution system(s).
  - Develop a  $\pm 30\%$  Schematic Design level opinion of probable construction costs for the work associated with the new electrical systems and ancillary work.
  - Attend a  $\pm 30\%$  review meeting with City staff members to review the 30% Schematic Design documents, discuss and refine the design concepts towards the development of the Final Design Documents.





- Review comments received from the  $\pm 30\%$  Schematic Design review meeting and incorporate those comments into the project design.
8. Develop Final Design Documents, including stamped Contract Drawings, technical memo/report, and technical specifications. Drawings to be in AutoCAD format and technical specifications to be provided in modified CSI format (Microsoft Word):
- Electrical System design to include:
- New emergency generator system
  - New transfer equipment
  - Potentially new 4.16 kV substation equipment
  - New diesel fuel storage system and equipment
  - Structural support pads for exterior equipment
9. Meet with City staff to review the Final Design documents.
10. Review comments received from the Final Design review and incorporate those comments into the Construction Bid Documents.
11. Update and finalize opinion of probable construction costs for the work associated with the new electrical systems and ancillary work.
12. Provide boiler plate (front end): Information for bidders, bid forms, construction contract conditions, etc. Incorporate City of Saratoga Springs contract requirements as appropriate.
13. Perform power system modeling of the proposed electrical system utilizing SKM software for the purpose of short circuit rating of equipment, protective device coordination and arc-flash analysis.

### **Bidding Phase Services**

The intent of this phase is to assist the City in the advertisement and bidding of the proposed Construction Bid Set:

1. Prepare advertisement for Bid for the City to publish.
2. Provide up to five (5) full size hard copy sets and up to twenty (20) CDs of the Construction Documents (specifications and contract drawings) for competitive bidding purposes.
3. Attend a pre-bid meeting with City staff members and prospective bidders at the project site to review the project scope and schedule and receive questions from those in attendance.
4. Provide technical assistance during bidding. This includes preparation of any addenda required to address bidders' questions, including those raised at the pre-bid meeting. Addenda items, if required will be provided to the City in portable format (electronic "pdf"). Assist the City with the evaluation of the bids received for the project and the final selection of the Contractor.
5. Provide conformed copies of the contract documents for execution by the City and the selected Contractor.





### **Construction Administration (CA) Phase**

The intent of this phase is to provide limited Construction Administration of the project:

1. Attend a preconstruction meeting with City personnel and the selected Contractor to discuss administrative portions of the project including but not limited to the coordination of the project work, chains-of-communication and project schedule. Prepare and distribute meeting notes for attendees.
2. Review Contractor's shop drawings for general conformance with the Contract Documents. A maximum of two (2) reviews of any one shop drawing is included in this proposal.
3. Review Contractor change-order proposals and make recommendations to the City regarding scope and cost as related to the contract.
4. Under our lump sum fee for Construction Administration (CA) services, we have included four (4) site visit/project meetings to the project site during construction to observe the progress of the Contractor's work, assess the work for conformance with the Contract Documents, inspect critical aspects of the work, and assist in the coordination of the work and resolution of conflicts and/or unforeseen conditions that may be encountered. These meetings are included under our CA phase and are not to be considered "part-time inspection/observation" efforts as defined in the RFP. Per the RFP requirements, we have provided an hourly estimate and estimate of man hours recommended for part-time inspection/observation of the project, should the City desire for additional inspection/observation services.
5. Provide technical assistance to City staff via telephone, email, etc. throughout the duration of the project work.
6. Review Contractor payment applications throughout construction and make recommendations to the City for payments to the Contractor.
7. Conduct one (1) site visit at the substantial completion of the project construction to review the work of the Contractor for compliance with the Contract Documents and to develop a punch list of remaining work items.
8. Provide contractual closeout assistance at the completion of the project.
9. Provide record drawings based on contractor provided red-marked as-builts. Record drawings will be provided in AutoCAD and hard copy format.

### **Deliverables**

1. Submit draft (progress) set of all construction documents, technical memo/report, and opinion of probable construction cost at the 30% design milestone for review and comment by City.
2. Submission of the 100% final construction documents, technical memo/report, and opinion of probable construction cost.
3. Submission of conformed copies of the contract documents.
4. Submission of construction administration phase paperwork.
5. Submission of as-built drawings.





### Technical Assumptions

1. Environmental testing of hazardous materials or contaminated soils, or associated remediation design is not included in the scope of this proposal.
2. This proposal is based on the assumption that any changes resulting from each of the review submission milestones will be generally minor in nature, and will not require the redesign of the previously completed engineering work. In the event that significant changes become necessary during the design process, B&L will immediately notify the City to negotiate an appropriate adjustment in fee at that time.
3. Our base-bid, lump sum Construction Administration phase does not include any effort for part time observation of the work, except for a punch list site visit at substantial completion and four (4) on-site project meeting visits. Per the requirement of the RFP, we have included an hourly estimate for part-time observation along with our estimated man hours recommended based on anticipated construction duration. For this part-time observation effort, B&L's limited (part-time) on site observation of the Contractor's progress is not full-time inspection of the Contractor's work, and is not intended to be an exhaustive inspection of every detail of the work progressed by the Contractor.
4. Where it exists, The City will provide existing documentation (drawings, engineering reports, utility reports, utility bills, etc.) for B&L's use in developing the contract documents. Equipment access will also be necessary while B&L is on site.
5. WTP downtime to be minimized to greatest extent possible. All outages to be coordinated with Owner and temporary power provided as necessary.

### RFP Required Documentation

In accordance with the RFP, we have included the following required documentation, as an attachment to our letter proposal:

- A. Fee Proposal
- B. Waiver of Immunity and Non-Collusive Bidding Certification
- C. Vendor Code of Conduct
- D. Risk & Safety Agreement
- E. Certificate of Insurance

We have based these fees on our current understanding of the project and the proposed services as defined and outlined above. In the event that unanticipated circumstances occur and it becomes apparent that additional effort may be required, B&L will notify the City of Saratoga Springs to discuss a fee adjustment prior to proceeding with additional services.





City of Saratoga Springs  
May 24, 2013  
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We appreciate the opportunity to propose on this project and look forward to the possibility of working with the City of Saratoga Springs on this project. Should you have any questions or wish to discuss any portion of this proposal, please feel free to contact Timothy Bolan.

Very truly yours,

BARTON & LOGUIDICE, P.C.

A handwritten signature in black ink, appearing to read 'Tim W Bol', is written over the typed name.

Timothy W. Bolan, P.E.  
Vice President

JER2/jms

Attachments



**Fee Proposal**



Consultant shall provide a lump sum cost for design and construction phase services (plus hourly estimate for part time inspection/observation). Design shall include the completion of a Technical Memo/report along with a progress set of plans and specs (30% complete +/-), and completion of a final set of plans for bidding. Assume that you will provide 20 CD's for distribution plus 5 full size hard copy bid sets. Lump Sum Cost shall include bidding and Construction Administration Services, including review/certification of record drawings. Also provide a separate hourly estimate with an estimate of required man hours based on Construction duration and associated hourly rate for Inspection/Observation.

TOTAL LUMP SUM COST FOR DESIGN & CONSTRUCTION PHASE SERVICES: \$ \$34,600

TOTAL LUMP SUM COST FOR DESIGN & CONSTRUCTION PHASE SERVICES WRITTEN:  
Thirty Four Thousand Six Hundred Dollars

HOURLY ESTIMATE FOR PART TIME INSPECTION/OBSERVATION \$ 85/Hr.

ESTIMATE OR REQUIRED MAN HOURS BASED ON CONSTRUCTION DURATION: 60 Hours

COMPANY NAME: Barton & Loguidice, P.C.

ADDRESS: 10 Airline Drive, Suite 200

Albany NY 12205 Phone No. (518) 218 - 1801  
(City) (State) (Zip)

E-MAIL ADDRESS: tbolan@bartonandloguidice.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Timothy W. Bolan, P.E.

TITLE: Vice President DATE: May 24, 2013



**Waiver of Immunity and Non-Collusive Bidding Certification**





### 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, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts:

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

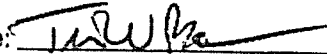
### Non-Collusive Bidding Certification

Required by Section 103(e) of State Finance Law

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

Signature:  Print Name: Timothy W. Bolan, P.E.

Title: Vice President Date: May 24, 2013

Company: Barton & Loguidice, P.C. Address: 10 Airline Drive, Suite 200, Albany, NY 12205

Subscribed to under penalty of perjury under the laws of the State of New York, this 24<sup>th</sup> day of May, 2013 as the act and deed of said corporation or partnership.



## **Vendor Code of Conduct**





## Vendor/Supplier Code of Conduct

The City of Saratoga Springs is committed to conduct business in a lawful, ethical and moral manner and expects the same standards from vendors/suppliers that the City conducts business with. The City requires that all vendors/suppliers abide by this Code of Conduct. Failure to comply with this Code may be sufficient cause for the City to exercise its' rights to terminate its' business relationship with vendors/suppliers. Vendors/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

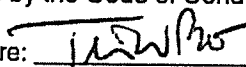
At a minimum, the City requires that all vendors/suppliers meet the following standards:

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

### Vendor Acknowledgement

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

Vendor/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor/supplier reserves the right to terminate its agreement to abide by the Code of Conduct at any time for any reason upon ninety (90) days prior written notice to the City.

Signature: 

Printed name: Timothy W. Bolan, P.E.

Title: Vice President

Date: May 24, 2013

Company Name: Barton & Loguidice, P.C.,

10 Airline Drive, Suite 200, Albany, NY 12205

**Risk & Safety Agreement**



**City of Saratoga Springs, NY: Risk and Safety Agreement for Professional Services**

Water Treatment Plant Emergency Generator Design &

City Project Number: \_\_\_\_\_ City Project Name: Construction Phase Services RFP #: 2013-14  
City Department: Engineering Department Contact Person: Timothy Wales City Ext. 2621  
Company Name: Barton & Loguidice, P.C.  
Company Address: 10 Airline Drive, Suite 200, Albany, New York 12205  
Company Telephone No.: (518) 218-1801 Company Fax No.: (518) 218-1805  
Consultant Primary Contact for This Project: Timothy W. Bolan Title: Vice President

The City of Saratoga Springs herein requires the following terms and conditions regarding the agreement for the provision of professional services as outlined above:

The Consultant shall procure and maintain during the term of this contract, at the Consultant's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Consultant shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Consultant. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Consultant may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The Office of Risk & Safety Management must approve all insurance certificates. The City of Saratoga Springs reserves its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-: VII" or better by A.M. Best (Current Rate Guide). If the Consultant fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the City of Saratoga Springs may exercise any rights it has in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the City of Saratoga Springs shall be repaid upon demand, or at the City's option, may be offset against any monies due to the Consultant.

The City of Saratoga Springs requires the Consultant name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- Commercial General Liability Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (City is also an Additional Insured on a Primary and Non-contributory Basis for this coverage);
- Commercial Automobile Insurance: One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- Excess Liability Insurance: Three Million Dollars per Occurrence Aggregate
- Professional Liability Insurance: One Million per Claims with Two Million Aggregate
- NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance

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

negligent

The Consultant, to the fullest extent provided by law, shall indemnify and save harmless the City of Saratoga Springs, its Agents and Employees (hereinafter referred to as "City"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees) arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Consultant or its employees or anyone for whom the Consultant is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Consultant, as aforesaid.

to the extent (TWB)

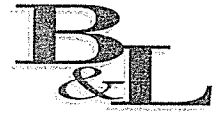
to the extent (TWB)

The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this contract whenever Consultant and/or Consultant's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, subcontractor's employees, City employees or member(s) of the general public on City property. This reservation of rights by the City of Saratoga Springs in no way obligates the City of Saratoga Springs to inspect the safety practices of the Consultant. If the City of Saratoga Springs exercises its rights pursuant to this part, the Consultant shall be given three days to cure the defect, unless the City of Saratoga Springs, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the City of Saratoga Springs' legal obligation to continuously provide Consultant's service to the public or the City of Saratoga Springs' immediate need for completion of the Consultant's work. In such case, Consultant shall immediately cure the defect. If the Consultant fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this contract. In the event that the City of Saratoga Springs terminates this contract, any payments for work completed by the Consultant shall be reduced by the costs incurred by the City of Saratoga Springs in re-bidding the work and/or by the increase in cost that results from using a different vendor.

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

Consultant Signature: Timothy W. Bolan Date: 5/24/13

Please note the modifications to this document herein are in accordance with previous and on-going negotiated contracts executed between the City of Saratoga Springs and Barton & Loguidice



**Certificate of Insurance**





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MB

DATE (MM/DD/YYYY)

05/24/2013

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> Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble	Phone: 585-385-0428 Fax: 585-662-5755	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> BARTO-4														
	<b>INSURED</b> Barton & Loguidice, P.C. 290 Elwood Davis Road Syracuse, NY 13220	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Charter Oak Fire Ins. Co.</td> <td>25615</td> </tr> <tr> <td>INSURER B: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Co.</td> <td>25658</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Co America</td> <td>25666</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Ins. Co.	25615	INSURER B: Phoenix Insurance Company	25623	INSURER C: Travelers Indemnity Co.	25658	INSURER D: Travelers Indemnity Co America	25666	INSURER E:		INSURER F:
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**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		6808589X297	04/24/2013	04/24/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COM/OP AGG	\$ 4,000,000
							\$
B	AUTOMOBILE LIABILITY		BA6807X494	04/24/2013	04/24/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
C	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	CUP0D364268	04/24/2013	04/24/2014	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000
	DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB3889T780	04/24/2013	04/24/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

For Proposal Use Only  PROPO-1	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  <i>MaryBeth Rumble</i>

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# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MM

DATE (MM/DD/YYYY)

07/17/12

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> Poole Professional - NY <input type="checkbox"/> 1160F Pittsford-Victor Rd. <input type="checkbox"/> Pittsford, NY 14534 <input type="checkbox"/> Mary-Beth Rumble	585-385-0428	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>PRODUCER CUSTOMER ID #:</b> BARTO-4																				
	585-662-5755	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Liberty International Underwri</td> <td>19917</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty International Underwri	19917	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
<b>INSURED</b> Barton & Loguidice Inc. <input type="checkbox"/> 290 Elwood Davis Road, PO 3107 <input type="checkbox"/> Syracuse, NY 13220																						


**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR _____ <input type="checkbox"/> _____ <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	A/E E&O			AEE197293-0112	07/20/12	07/20/13	Per Claim	2,000,000
A	Pollution Liab.			AEE197293-0112	07/20/12	07/20/13	Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expenses.

**CERTIFICATE HOLDER****CANCELLATION**

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	AUTHORIZED REPRESENTATIVE 

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