

Agreement Addendum Four
Between City of Saratoga Springs, NY
And C.T. Male Associates Engineering, Surveying,
Architecture & Landscape Architecture, D.P.C.
Original Contract, March 1, 2011

This Agreement Addendum No. 4, between **C.T. Male Associates, Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.** with offices at **50 Century Hill Drive, Latham, NY 12110** ("Consultant") and the **City of Saratoga Springs** ("City"), **474 Broadway, Saratoga Springs, NY 12866** entered into between the above referenced parties on the effective date of March 3, 2015 is hereby added to the original Agreement dated March 1, 2011, Addendum One, dated February 7, 2012, Addendum Two dated March 5, 2013 and Addendum Three dated February 18, 2014. The original Agreement had a total Contract sum of \$10,682.75. Addendum No. 1 had an additional Contract sum of \$9,217.75. Addendum Two had an additional Contract sum of \$9,217.75. Addendum Three had an additional Contract sum of \$9,217.75, bringing the total authorized Contract sum and authorized amount prior to this Addendum No. 4 to \$38,336.00.

Additional Services Provided: Consultant shall provide additional professional services as described in the engineering proposal titled **Proposal-2015 Post-Closure Monitoring Services and Air Facility Registration Application (Minor Facility Registration) Weibel Avenue Landfill** dated February 10, 2015 for a total of Fourteen Thousand, Nine Hundred Thirty Seven Dollars and Seventy Five Cents (\$14,937.75) a copy of which is hereto attached. The Consultant represents that the company providing this service is qualified to perform the type and scope of work to be done.

Accordingly, this Agreement Addendum brings the Total Authorized Contract Amount to: Fifty Three Thousand, Two Hundred Seventy Three Dollars and Seventy Five Cents, (\$53,273.75).

The City's Risk and Safety Agreement shall become a part of the original agreement and this Agreement Addendum. All other terms and conditions of the original Agreement remain the same.

The parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein sign this Agreement.

CITY

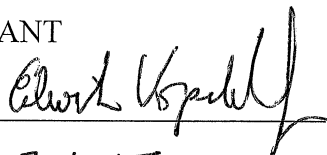
Signature: _____

Date: _____

Print Name: _____

Title: _____

CONSULTANT

Signature: 

Date: 2-11-15

Print Name: Edwin L. Vopelak, Jr.

Title: Vice-President

City Council Approval Date: _____



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

City Project Number: _____ City Project Name: Post-Closure Monitoring Services - Weibel Avenue Landfill
 City Department: Engineering Department Contact Person: Debbie LaBreche City Ext. 2616
 Company Name: C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.
 Company Address: 50 Century Hill Drive, Latham, NY 12110
 Company Telephone No.: 518-786-7492 Company Fax No.: 518-786-7299
 Consultant Primary Contact for This Project: Liz Rovers Title: Managing Engineer

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.

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.

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:  Date: 2-11-15

C.T. MALE ASSOCIATES

Engineering, Surveying, Architecture & Landscape Architecture, D.P.C.

50 Century Hill Drive, Latham, NY 12110
518.786.7400 FAX 518.786.7299 ctmale@ctmale.com



February 10, 2015

Ms. Deborah LaBreche, P.E., Assistant City Engineer
City of Saratoga Springs
City Hall, 474 Broadway
Saratoga Springs, New York 12866

RE: *Proposal*
2015 Post-Closure Monitoring Services and
Air Facility Registration Application (Minor Facility Registration)
Weibel Avenue Landfill

Dear Ms. LaBreche:

C.T. Male Associates Engineering, Surveying, Architecture & Landscape Architecture, P.C. (C.T. Male) is pleased to submit this proposal for 2015 post-closure landfill monitoring services, and for preparation of a NYSDEC Air Facility Registration application (Minor Facility Registration) for the new landfill gas flare to be installed and the existing atmospheric vent at the City of Saratoga Springs Weibel Avenue Landfill located in the City of Saratoga Springs, Saratoga County, New York.

In 2009 pursuant to the request prepared by C.T. Male, the NYSDEC approved a reduction in groundwater and surface water monitoring at the landfill from quarterly to semi-annually. The NYSDEC also approved analysis of the groundwater and surface water samples for the 6NYCRR Part 360 routine parameters, except that during the fall sampling event the groundwater samples are to be analyzed for the 6NYCRR Part 360 baseline parameters. Pursuant to NYSDEC's August 5, 2011 letter responding to the request for a reduction in the explosive gas monitoring, the NYSDEC approved a reduction in the explosive gas monitoring from quarterly to semi-annual. In summary, the landfill monitoring services are to include semi-annual surface water and groundwater sampling and analyses, semi-annual explosive gas monitoring, and annual report preparation.

The City has requested that C.T. Male prepare the NYSDEC Air Facility Registration application (Minor Facility Registration) for the new landfill gas flare to be installed and the existing atmospheric. The NYSDEC is requiring that air emission calculations be performed to determine if the emissions will be less than 50% of the EPA Title V thresholds in order to qualify for Cap by Rule and be eligible for an Air Facility Registration (Minor Facility Registration). If the emissions will not be less than 50% of

C.T. MALE ASSOCIATES

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Ms. Deborah LaBreche, P.E.

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the EPA Title V thresholds then capping out under a State Facility Permit would be necessary. Our proposal assumes that a State Facility Permit will not be necessary.

In view of the above, C.T. Male's proposed Scope of Work and Fee Proposal are presented as follows:

SCOPE OF WORK

Item 1 - Semi-Annual Groundwater and Surface Water Monitoring

1. Conduct semi-annual groundwater monitoring of five (5) monitoring wells and semi-annual surface water monitoring of three (3) surface water samples at the Weibel Avenue Landfill during 2015. It is assumed that the monitoring wells are accessible and in good condition for sampling. Analyze the five (5) groundwater samples and one (1) field duplicate in the laboratory for the 6 NYCRR Part 360 routine parameters during the spring (May) semi-annual sampling event and for the 6 NYCRR Part 360 baseline parameters during the fall (November) semi-annual sampling event. It is our understanding that the list of routine and baseline parameters are those in the Water Quality Analysis Table of the 6 NYCRR Part 360 regulations effective December 31, 1988 and revised May 28, 1991. A trip blank will be analyzed during the baseline sampling event for volatile organic compounds. As required by NYSDEC, samples collected that have a field turbidity of >50 NTUs will be analyzed for filtered and unfiltered metals. If filtered metals analysis is required, there will be an additional cost of \$32/sample for routine filtered metals and \$136/sample for baseline filtered metals. Based on past monitoring experience over the last several years, we have included the analysis of two filtered metal samples per sampling event in our fee.
2. C.T. Male will subcontract the laboratory analyses to a NYSDOH ELAP certified laboratory. A laboratory analysis report will be prepared for each sampling event.
3. Prepare annual report for 2015 on the environmental monitoring. The report will include tabulated results, a discussion of the results and any observed trends, and an assessment of the landfill's impact to the local environment. A copy of the semi-annual groundwater and surface water monitoring laboratory analysis reports will be included with the annual report. A draft copy of the annual report will be submitted to the City Engineering and Public Works Departments for review. We will address any comments and then upon approval we will submit the final report to the NYSDEC, the NYSDOH, and the City Engineering and Public Works Departments.

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Ms. Deborah LaBreche, P.E.

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Item 2 - Semi-Annual Explosive Gas Monitoring

Conduct semi-annual explosive gas monitoring at the landfill in 2015. Explosive gas monitoring will be performed at the existing monitoring wells, in the existing buildings at the landfill and at temporary points around the perimeter of the landfill using a MSA explosimeter or equal instrument. The perimeter explosive gas monitoring will be conducted using temporary soil-gas methodology at points located approximately every 100 to 500 feet around the perimeter of the facility as shown on the existing Explosive Gas Monitoring Locations Sketch Map. The results will be reported semi-annually to the NYSDEC, and the City Engineering and Public Works Departments.

Additional reporting to the NYSDEC was required in 2014 to convey actions taken by the City to address the elevated explosive gases in the north/northeast corner of the site, and the City has requested periodic assistance in other matters dealing with the landfill. We have included hourly rates and a budget estimate for a staff geologist, who performs the explosive gas monitoring, and a managing environmental engineer within our Fee Proposal for additional explosive gas monitoring and engineering assistance on an as needed basis, should it be necessary in 2015.

Item 3 - NYSDEC Air Facility Registration Application (Minor Facility Registration)

1. Obtain from Wehran Energy Corporation the size (CFM) of the two new blowers, the size/input rating of the flare, and any existing test data, if available, on the gas coming out of the landfill for carbon monoxide, methane, non-methane VOCs and/or hydrogen sulfide. This information will be utilized to perform the air emission calculations.
2. Perform air emission calculations including calculate the actual hourly and annual emissions, emission rate potential (ERP) and potential to emit (PTE) for the landfill gas (methane, non-methane VOCs, carbon monoxide and hydrogen sulfide) emitted to the atmospheric vent, and for combustion products (sulfur dioxide, oxides of nitrogen, carbon monoxide, particulates, VOCs and HAPs) emitted from the flare to be installed.
3. Prepare a letter report that includes general facility information; description of the process, emission sources and emission points; summary of air emission calculations; applicable regulatory requirements; record keeping requirements/procedures; and application form.

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Ms. Deborah LaBreche, P.E.

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4. Submit a draft of the letter report and application form to the City for review, address comments, and submit the final letter report and Air Facility Registration application form signed by the City to the NYSDEC with a copy to the City.

FEE PROPOSAL

C.T. Male's Fee Proposal for the above described Scope of Work is as follows:

Items 1 and 2 - Semi-Annual Groundwater and Surface Water Monitoring and Semi-Annual Explosive Gas Monitoring

1. Sample Monitoring Well Locations, Laboratory Analysis for Routine Parameters, and Reporting:
5 Samples/event @ \$348.75/sample x 1 Event/year = \$ 1,743.75
2. Sample Field Duplicate During Groundwater Sampling and Laboratory Analysis for Routine Parameters, and Reporting:
1 Sample/event @ \$348.75/sample x 1 Event/year = \$ 348.75
3. Sample Surface Water Sampling Locations, Laboratory Analysis for Routine Parameters, and Reporting:
3 Samples/event @ \$348.75/sample x 2 Events/year = \$ 2,092.50
4. Filtered Metals Analysis for Routine Metals:
2 Samples/event @ \$32/sample x 1 Event/year = \$ 64.00
5. Sample Monitoring Well Locations, Laboratory Analysis for Baseline Parameters, and Reporting:
5 Samples/event @ \$566.75/sample x 1 Event/year = \$ 2,833.75
6. Sample Field Duplicate During Groundwater Sampling and Laboratory Analysis for Baseline Parameters, and Reporting:
1 Sample/event @ \$398.00/sample x 1 Event/year = \$ 398.00
7. Filtered Metals Analysis for Baseline Metals:
2 Samples/event @ \$136/sample x 1 Event/ year = \$ 272.00
8. Semi-Annual Explosive Gas Monitoring and Reports:
2 Monitoring Events/year @ \$732.50/event = \$ 1,465.00

C.T. MALE ASSOCIATES

February 10, 2015

Ms. Deborah LaBreche, P.E.

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9. Additional Explosive Gas Monitoring and Engineering Assistance, as Needed (Estimated Hours)	
Managing Environmental Engineer: 8 hrs @ \$170/hr =	\$ 1,360.00
Staff Geologist: 8 hrs @ \$85/hr =	<u>\$ 680.00</u>
Subtotal Items 1 and 2	\$11,257.75

Item 3 - NYSDEC Air Facility Registration Application (Minor Facility Registration)

1. Air Facility Registration Application, Calculations and Letter Report	
Managing Environmental Engineer: 4 hrs @ \$170/hr =	\$ 680.00
Environmental Engineer: 24 hrs @ \$125/hr =	<u>\$ 3,000.00</u>
Subtotal Item 3	\$ 3,680.00

Total Items 1, 2 and 3 **\$14,937.75**

If the above is acceptable, please contact me regarding contractual arrangements. Current certificates of insurance for professional and general liability have been ordered and will be submitted upon receipt.

C.T. Male appreciates the opportunity to submit this proposal and we look forward to continue working with you and the City of Saratoga Springs on this project. We are available to meet with you at your convenience to review our proposal and answer any questions that you may have. If you have any questions, please call me at (518)786-7492. Thank you.

Respectfully Submitted,

C.T. MALE ASSOCIATES



Elizabeth W. Rovers, P.E.
Managing Engineer

c: Tim Wales, P.E., City Engineer
Anthony (Skip) Scirocco, Commissioner of Public Works



CERTIFICATE OF LIABILITY INSURANCE

OP ID: DS

DATE (MM/DD/YYYY)

10/30/14

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 Marshall & Sterling Upstate 300 Route 23B Leeds, NY 12451 John J. Malone	800-724-0695	CONTACT NAME:	
	518-943-7440	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	CTMAL-3
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED C.T. Male Associates Engineering, Surveying Architecture & Landscape Architecture, D.P.C. 50 Century Hill Drive Latham, NY 12110	INSURER A: Hartford Insurance Group		
	INSURER B: Hartford Ins Co of the Midwest		655
	INSURER C: National Surety Corp.		227
	INSURER D: Hartford Fire Insurance Co.		19682
	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		01UUNAS6748	11/01/14	11/01/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Contractual Liab					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	01UENKP4164	11/01/14	11/01/15	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 checked="" 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"/>	01XHUAS6488	11/01/14	11/01/15	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB	<input type="checkbox"/>				AGGREGATE \$ 10,000,000
	DEDUCTIBLE					\$
<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		01WBDZ8861	11/01/14	11/01/15	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/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
C	Excess Umbrella	<input checked="" type="checkbox"/>	SHX00032138299	11/01/14	11/01/15	Each Occ. 15,000,000 Aggregate 15,000,000

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

WC: all states except: OH,ND,WA,WY, Re: Weibel Avenue Landfill Post-Closure Monitoring Services. City of Saratoga Springs; its elected and/or appointed officials, officers, agents and employees is provided additional insured status as required by written contract or agreement. Coverage is afforded on a primary & non contributory basis.

CERTIFICATE HOLDER

CANCELLATION

CITYOF8

City of Saratoga Springs
Office of the City Engineer
Room 10
City Hall, 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

Kenneth W Gray

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/03/2014

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 Poole Professional - NY 1160F Pittsford-Victor Rd. Pittsford, NY 14534 Mary-Beth Rumble	CONTACT NAME:	
	PHONE (A/C, No, Ext): 585-385-0428	FAX (A/C, No): 585-662-5755
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : XL Specialty Insurance Company		37885
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
CT Male Associates Engineering
Surveying, Architecture &
Landscape Architecture, DPC
50 Century Hill Drive
Latham, NY 12110-0727

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	A/E E&O PollutionLiability		DPR9720543 DPR9720543	12/07/2014 12/07/2014	12/07/2015 12/07/2015	PER CLAIM 5,000,000 AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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.
RE: Weibel Avenue Landfill Post Closure Monitoring Services

CERTIFICATE HOLDER

CANCELLATION

SARAT-5

City of Saratoga Springs
City Hall, 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