

## **AN AGREEMENT**

**Relative to the improvement of the  
High Rock Spring of the City of Saratoga Springs, NY**

**THIS AGREEMENT is made as of the day and date last signed by a party hereto between THE CITY OF SARATOGA SPRINGS, a municipal corporation with offices at City Hall, 474 Broadway, Saratoga Springs, NY 12866 (hereinafter referred to as "City"), THE SARATOGA COUNTY FOUNDATION, with officers at 28 Clinton Street, Saratoga Springs, NY (hereinafter referred to as "Foundation") and HAWK DRILLING CO. INC., a New York corporation with principal offices at 354 Stone Church Road, Ballston Spa, NY 12020 (hereinafter referred to as "Hawk").**

### **RECITALS**

**The Foundation wishes to give to the City, and the City wishes to accept from the Foundation, services for the drilling of a well at the City's historic High Rock Spring. The Foundation will engage the services of Hawk, a corporation experienced in such specialized work.**

**The proposal would benefit the public by restoring function to the historic facility. An estimate showing the reasonable value of Hawk's work is attached to this Agreement as Attachment "A".**

**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 Foundation and Hawk. 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 Foundation and Hawk'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.**

**In the event the Hawk 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 Hawk. All insurance required of the Subcontractor shall name the City of Saratoga Springs as an Additional Insured on a primary and non-contributory basis for all those activities performed within its contracted activities for the contact as executed.**

**Before commencing work under this Agreement, Hawk 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 Hawk 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 Hawk 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.

Hawk shall procure and maintain during the term of this contract, at Hawk's expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits. Hawk 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 / 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 Hawk. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. Hawk 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).

**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 with Two Million Dollars Aggregate
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance:** Four Million Dollars per Occurrence Aggregate

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

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

## **LIABILITY**

Hawk assumes all risks in the performance of all its activities authorized by this Agreement. The Foundation and Hawk hereby covenant and agree 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. Hawk 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 Hawk, its Consultants, subcontractors, agents, or employees. Hawk's responsibility under this section shall not be limited to the required or available insurance coverage.


IN WITNESS WHEREOF, the City, the Foundation and Hawk have signed this agreement on the dates indicated.

Dated:

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**THE CITY OF SARATOGA SPRINGS**  
By: Joanne D. Yepsen, Mayor  
Per Council Approval

Dated: 4/29/2015

  
HAWK DRILLING CO. INC.  
By: Jeremy C. Baldwin,

STATE OF NEW YORK

Ss:

COUNTY OF SARATOGA

On this 29<sup>th</sup> day of April, 2015, before me, the undersigned, personally appeared Jeremy Baldwin, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Dated: 4/29/15

THE SARATOGA COUNTY  
FOUNDATION, INC.

By:

Qualified in Saratoga County  
No. 01BA6295805

Sandra Baldwin 1/13/2018  
Notary Public Comm. Exp.

STATE OF NEW YORK

Ss:

COUNTY OF SARATOGA

On this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public Comm. Exp.

EXHIBIT A

*Hawk Drilling Co., Inc.*354 Stone Church Road  
Ballston Spa, NY 12020(518) 885-7952 or (800) 794-0134  
Fax (518) 885-8973**Estimate**

Date	Estimate #
4/17/2015	16326

To:
Satoga County Foundation, Inc. c/o Saratoga County Chamber of Commerce 28 Clinton Street Saratoga Springs, NY 12866

Location:
High Rock Springs, Saratoga
Phone: 587-3550 x2561

Qty	Description	Unit Price	Total
	Estimate for a 200' well. Prevailing wage.		
50	(Ft) 6" Well Casing*	16.50	825.00
200	(Ft) 6" Drilling	19.00	3,800.00
200	(Ft) 6" Drilling	-19.00	-3,800.00
1	6" Drive Shoe	100.00	100.00
1	6" Well Cap	45.00	45.00
20	(Ft.) 6" Bentonite Grouting	5.00	100.00
300	(Ft.) Fuel Charge (\$300 minimum)	1.00	300.00
	*It is not certain at this time how much casing will be required; it will be billed by the foot at \$16.50/ft.		
	Hawk Drilling Co., Inc. is pleased to donate the drilling and labor for the well installation at High Rock Springs for the city of Saratoga Springs.		
THANK YOU		<b>Subtotal</b>	\$1,370.00
*THANK YOU*		<b>Sales Tax (7.0%)</b>	\$0.00
		<b>Total</b>	\$1,370.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2015

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> Arthur J. Gallagher Risk Management Services, Inc. 677 Broadway 4th Floor Albany NY 12207	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 518-869-3535      FAX (A/C, No): 518-869-3580 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Excelsior Insurance Company</td> <td>11045</td> </tr> <tr> <td>INSURER B : Netherlands Insurance Company</td> <td>24171</td> </tr> <tr> <td>INSURER C : Wesco Insurance Company</td> <td>61409</td> </tr> <tr> <td>INSURER D :</td> <td></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 : Excelsior Insurance Company	11045	INSURER B : Netherlands Insurance Company	24171	INSURER C : Wesco Insurance Company	61409	INSURER D :		INSURER E :		INSURER F :
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INSURER F :															
<b>INSURED</b> Hawk Drilling Co. Inc. 354 Stone Church Road Ballston Spa NY 12020	<b>HAWKDRI-01</b>														


**COVERAGES**      **CERTIFICATE NUMBER: 1272292991**      **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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		CBP9733451	8/1/2014	8/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Eo occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/POP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" 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		BA9738351	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000		CU9730852	8/1/2014	8/1/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	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				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Disability Benefits		89100202103	1/1/2015	1/1/2016	Statutory

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

City of Saratoga Springs and the Saratoga County Foundation Inc. are named as additional insured on a primary & non-contributory basis for the High Rock Spring Drilling project per contract

<b>CERTIFICATE HOLDER</b>  City of Saratoga Springs Office of Risk & Safety 474 Broadway Saratoga Springs NY 12866	<b>CANCELLATION</b>  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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# New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100  
Phone: (888) 997-3863

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 141672541  
HAWK DRILLING CO INC  
354 STONE CHURCH ROAD  
BALLSTON SPA NY 12020

POLICYHOLDER  
HAWK DRILLING CO INC  
354 STONE CHURCH ROAD  
BALLSTON SPA NY 12020

CERTIFICATE HOLDER  
CITY OF SARATOGA SPRINGS  
OFFICE OF RISK AND SAFETY  
474 BROADWAY  
SARATOGA SPRINGS NY 12866

POLICY NUMBER Z2178 585-2	CERTIFICATE NUMBER 750849	PERIOD COVERED BY THIS CERTIFICATE 07/01/2014 TO 07/01/2015	DATE 4/29/2015
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2178 585-2 UNTIL 07/01/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 07/01/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT  
WILLIAM H BALDWIN  
HAWK DRILLING CO INC

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nvsif.com/cert/certval.asp> or by calling (888) 875-5790