



**City of Saratoga Springs**  
**OFFICE OF COMMISSIONER OF ACCOUNTS**  
474 Broadway - City Hall  
Saratoga Springs, New York 12866

JOHN P. FRANCK  
COMMISSIONER

SHARON J. KELLNER-BYRNES  
DEPUTY COMMISSIONER

Telephone 518-587-3550  
Fax 518-587-6512

# Award/Extension of Bid Sign-Off Form

## Award of Bid

Prior to an award of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the award of bid be placed on Commissioner Franck's agenda; and
- A copy of the bid tabulation sheet with all vendors names, addresses, and contact person; and
- the Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor meets all insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached to request an award of bid; and
- budget line item **must** be identified and indicated below.

## Extension of Bid

Prior to an extension of bid being placed on Commissioner Franck's agenda for a City Council meeting, this form **must** be completed and the following **must** occur:

- A memo from your department's commissioner/mayor requesting the extension of bid be placed on Commissioner Franck's agenda; and
- A copy of the page from the previous year's bid showing the bid can be extended; and
- the Assistant Purchasing Agent **must** review that the purchasing policy was followed in the selection of the vendor and indicate such by signing below; and
- the Director of Risk and Safety **must** be provided a copy of the vendor's certificate of insurance (if applicable) for review and indicate by signing below that the vendor continues to meet all insurance requirements for the City of Saratoga Springs; and
- approved certification of funds by the Finance Department (if applicable) **must** be obtained and a copy **must** be attached to request an extension of bid; and
- budget line item **must** be identified and indicated below.

Department That Owns Award/Extension of Bid: Mayor's Dept.

Project or Item Being Awarded: City Unified Development Ordinance

Item Being Extended: N/A

Vendor Who Won the Bid: Behan Planning and Design

Budget Line Item: A3618684 54786

Budget Line Item: \_\_\_\_\_

Assistant Purchasing Agent: Purchasing policy has  / has not \_\_\_\_\_ been followed in the selection of the winner of the bid or bid extension.

Stacie Richards  
Assistant Purchasing Agent

8/14/15  
Date

Director of Risk and Safety: Vendor being awarded the bid or the bid being extended has  / has not \_\_\_\_\_ met all insurance requirements of the City of Saratoga Springs and has provided a copy of their certificate of insurance for review by the Director of Risk and Safety.

[Signature]  
Director of Risk and Safety

8/14/15  
Date

**\*\*An award/extension of bid will not be placed on the Commissioner's agenda if any of the above is missing. The request to place the item on the agenda will be returned to the appropriate department.**

Sample Form COSF-2

Request for Certification of Sufficient Funds

Submittal Date: August 14, 2015

The Mayor's Department requests certification that sufficient funds are or will be available to cover the claim to meet the following obligation when it becomes due and payable.

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Obligation to be incurred, detailing vendor name, project description, Council approval, etc. (attach supporting documentation):

Completion of a citywide Unified Development Ordinance which will re-examine and re-build the city's zoning ordinance while incorporating additional city policies that focus on sustainable economic growth, environmental preservation, and a high quality of life for citizens.

The consultant selected for this project will be Behan Planning and Design Firm.

Appropriation – Current Budget Expense Org/Object/Proj(s): A3618684-54786

Amount Requested for Approval:	\$129,300
Current Amount Available:	\$170,000
Transfer/Amendment Pending:	\$170,000
Transfer/ <u>Amendment</u> Date:	Tuesday, August 18, 2015



Department Head Signature

8/14/15

Date

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Certification of Sufficient Funds

The Commissioner of Finance hereby certifies that funds are or will be available to cover the claim to meet the above described obligation when it becomes due and payable.



Commissioner of Finance

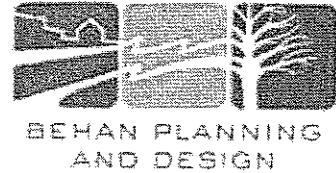
8/14/15

Approval Date

A. Behan on 7/1/15 @ 12PM

May 21, 2015

Mayor Joanne Yepsen  
City Hall  
474 Broadway  
City of Saratoga Springs, NY 12866



**RE: Saratoga Springs Unified Development Ordinance - Proposal**

Mayor Yepsen,

Thank you and the committee again for meeting with us to discuss our professional services proposal for the *Unified Development Ordinance Project*. We are very committed to working with the city and hope that we can be of service to you for this important effort. We have adjusted our original proposal to better meet the needs of the project - please accept this letter as our revised proposal.

Our proposed scope of work would be as follows:

Task One: Contract Management & Report

- The Behan Planning and Design Team shall prepare and submit a *Project Execution Plan*, with draft Project Benefits Metrics Report (PBMR), for review and approval by NYSERDA. The draft PBMR shall include proposed performance metrics, projected benefits, methods for data collection and calculations.
- Our firm shall coordinate the project with the City of Saratoga Springs and subconsultants, participate in monthly conference calls, prepare meeting minutes and provide general project management.
- Our team shall prepare a (draft and final) "Technology Transfer" report at the completion of the project, describing the work performed and the associated results, to NYSERDA for review and comment.
- Our firm shall assist the city with the identification of a Staff Advisory Committee which will periodically meet and review draft project materials. It is anticipated that this committee would consist of representatives of the Mayor's Office, Planning Department and Planning Board.
- The City of Saratoga Springs shall provide in-kind services to support the project, process invoices related to the NYSERDA contract, track expenses, as well as prepare and submit Quarterly Progress Reports.

Task Two: Diagnostic Review

- The Behan Planning and Design Team shall conduct a diagnostic review of the latest Comprehensive Plan, zoning ordinance and subdivision regulations. This review will serve to identify what changes are required to bring the city codes into compliance with the new Comprehensive Plan, synchronize related city policies and standards, and identify other recommended changes which would improve the sustainability of the city.

112 Spring Street, Suite 305  
Saratoga Springs, New York 12866  
Phone (518) 583-4335  
info@behanplanning.com

151 South Main Street, Suite 200  
New City, New York 10956  
Phone (845) 499-2060  
www.behanplanning.com

- Our firm will conduct interviews with key city officials and staff to identify other elements which should be incorporated into the new development code, or edits to the zoning which should be made as part of the transition.
- Our firm will prepare a *Draft Diagnostic Review Report*, which will outline all of the items identified in the analysis and interviews and submit this to the Staff Advisory Committee for consideration prior to a review meeting. Based on discussions, the *Draft Diagnostic Review Report* will be adjusted as necessary and submitted to NYSERDA.

Task Three: Public Workshops & Code Outline

- Behan Planning and Design shall facilitate up to two (2) Public Workshops/Charrettes to present the findings of the Diagnostic Review, solicit input on further improvements to the code and discuss potential design changes. The specific design focus of the workshop or charrette can be determined by the city after the start of the project.
- Behan Planning and Design shall prepare a detailed outline of the new code based on the recommendations of the Diagnostic Review Report and the public workshop input. This outline would establish the basic organizational structure of the new code, identify what elements would be in each section, identify proposed changes in each section and outline any new goals, standards or policies which should be incorporated into each. The Draft Code Outline shall be submitted to the Staff Advisory Committee for consideration in advance of a review meeting, and submitted to NYSERDA. This document will serve as a blueprint for the development of the Unified Development Code moving forward.

Task Four: Unified Development Ordinance Draft (50% Schematic Draft)

- Behan Planning and Design shall prepare a *50% Schematic Draft* of the proposed new Unified Development Code. This first draft shall include all of the existing zoning language, as well as new language, organized and presented in a "redline/blueline" (track changes) format to make it very easy for all parties to see what is proposed to be added, changed or deleted from the existing code. The Schematic Draft shall be submitted to the Staff Advisory Committee for consideration in advance of a review meeting, and submitted to NYSERDA.

Task Five: Unified Development Ordinance Draft (75% Preliminary Draft)

- Based on the draft comments, Behan Planning and Design shall continue to advance and refine the code into a *75% Preliminary Draft*. This draft shall include all of the existing and proposed zoning language presented in track-changes format, including additional charts, supporting illustrations and photographs as they are developed. The Preliminary Draft shall be submitted to the Staff Advisory Committee for consideration in advance of a review meeting, and submitted to NYSERDA.

Task Six: Unified Development Ordinance Draft (95% Public Review Draft)

- Behan Planning and Design shall continue to advance and refine the code into a *95% Public Review Draft*. This draft shall include all elements and content anticipated to be in the final code. The Public Review Draft shall be submitted to the Staff Advisory Committee for consideration in advance of a review meeting, and submitted to NYSERDA.
- Behan Planning and Design shall present the 95% Public Review Draft at a regularly scheduled City

Council meeting to review the proposed changes and solicit community feedback. This meeting shall be advertised in advance with materials made available on the city web site so that interested members of the public can be informed, review the work and provide comment. All comments received during this period will be collected and documented as part of the work.

Task Seven: Final Unified Development Ordinance Draft (100%)

- Behan Planning and Design shall finalize the previous draft based on public comments and input from the Staff Advisory Committee, and prepare the final draft for adoption.

Task Eight: SEQR and Final Adoption

- Behan Planning and Design shall prepare a Long or Short Form Environmental Assessment Form to assess the proposed zoning changes, and will assist the city in preparation of related determination letters and resolutions necessary for City Council Adoption. The final code shall be printed and presented to the City Council.

**Schedule: 12 months**

**Total Lump Sum Fee: \$129,300**

The proposed scope provided above is a suggested approach based on conversations with your staff, however we would be willing to adjust the items to meet your specific needs after you have had time to discuss this proposal.

Additional services beyond those specified above would be available at an hourly rate. It is anticipated that we would coordinate with city planning staff for in-kind project support as needed. If you have any questions, please do not hesitate to call me. In advance, thank you for the opportunity to be of service.

Respectfully submitted,



Michael B. Allen

cc:

BA - INCO

CITY OF SARATOGA SPRINGS  
BUDGET AMENDMENT REQUEST

DEPARTMENT OF MAYOR

FOR THE CITY COUNCIL MEETING 8/18/2015

<u>REVENUE ORG/OBJECT</u>	<u>AMOUNT</u>	<u>EXPENDITURE ORG/PROJECT</u>	<u>AMOUNT</u>	<u>APPROPRIATION (Revised Budget)</u>
A111-43992 7	\$170,000.00	A3618684-54786 8	\$170,000.00	N/A
<b>TOTALS</b>	<b>\$170,000.00</b>		<b>\$170,000.00</b>	

Approved by

J. Ogden 8/13/15

*In accordance with section 4.4.12 of the City Charter and the City's transfer policy, transfer requests that exceed 10% of the amount of a budget line appropriation shall be accompanied by a written explanation. Please provide explanation on this form, or if necessary attach a separate sheet.*

**Explanation - Use additional sheets if necessary**

This budget amendment will bring the remaining \$170,000 from the the \$200,000 "Cleaner, Greener Communities Grant" from NYSERDA into the 2015 City Budget.

30K appropriated in 2015 Budgeted

New York State Energy Research and Development Authority  
("NYSERDA")

AGREEMENT

1. Agreement Number: 39520
2. Contractor: City of Saratoga Springs, NY
3. Project Director: Bradley Birge
4. Effective Date: August 13, 2014
5. Total Amount of Award: \$200,000
6. Project Period: August 13, 2014 - March 31, 2016
7. Commitment Terms and Conditions


This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement;
- Exhibit E, NYSERDA Report Content Guide 2014;
- Exhibit F, Performance Metrics.

8. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

CITY OF SARATOGA SPRINGS, NY

NEW YORK STATE ENERGY  
RESEARCH AND DEVELOPMENT  
AUTHORITY

By   
Name JANINE D. TERPSEN  
Title MAYOR

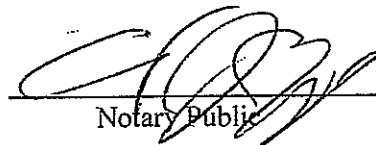
By \_\_\_\_\_  
Jeffrey J. Pitkin  
Treasurer



STATE OF New York )  
 ) SS.:  
COUNTY OF SARATOGA

On the 12<sup>TH</sup> day of SEPTEMBER in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMIE D. YERSEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the document.

ANTHONY J. IZZO  
Notary Public - State of New York  
No. 021Z4830454  
My Commission Expires 1-31-18

  
Notary Public

**Unified Development  
Ordinance Project 2015-05**

**BFJ Planning**  
115 Fifth Avenue

New York, NY 10003  
Phone (212)353-7474  
Fax (212)353-7494  
[f.fish@bfjplanning.com](mailto:f.fish@bfjplanning.com)

<b>BFJ Planning</b>	
Principal-in-Charge	\$225.00
Associate Principal	\$180.00
Senior Planner	\$115.00
Principal-Transportation	\$225.00
Principal-SEQR	\$200.00
Senior Associate-Urban Designer/Planner	\$195.00
Senior Associate-Zoning Techniques and Quality Review Planner and Urban Designer	\$220.00
	\$90.00

<b>Elan.3 Consulting</b>	
Principal-in-Charge	\$135.00
Principal-Landscape Architect	\$135.00
Senior Planner	\$125.00

**Risk and Safety**

Conditionally Approved-  
Need COI with Additional  
Insured Primary & Non-  
Contributory

**Behan Planning and Design**

112 Spring Street, Suite 305  
Saratoga Springs, NY 12866  
Phone 583-4335  
Fax 583-6970  
[info@behanplanning.com](mailto:info@behanplanning.com)

<b>Behan Planning and Design</b>	
Principal of Planning	\$165.00
Principal of Landscape Architect	\$150.00
Principal Engineer	\$130.00
Senior Planner/Project Manager	\$125.00
GIS Specialist	\$100.00
Support Staff	\$90.00

<b>Brendle Group</b>	
President	\$190.00
Manager	\$130.00
Planner	\$115.00
Engineer	\$100.00
Support Staff	\$90.00

<b>BSK</b>	
Attorney	\$200.00

Rejected

**Camiros, Ltd.**

411 S. Wells  
Chicago, IL 60607  
Phone (312)879-9515  
[astrunay@camiros.com](mailto:astrunay@camiros.com)

<b>Camiros, Ltd.</b>	
Principal Consultant	\$145.00
Senior Associate	\$120.00
Associate	\$100.00

Rejected

**Peter J. Smith & Company, Inc.**

1896 Niagara Street  
Buffalo, NY 14207  
Phone (716)447-0505

<b>Peter J. Smith &amp; Company, Inc.</b>	
Principal	\$150.00
Senior Professional	\$135.00
Registered Professional	\$120.00

Rejected



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

City Project Number: \_\_\_\_\_ City Project Name: \_\_\_\_\_  
 City Department: \_\_\_\_\_ Department Contact Person: \_\_\_\_\_ City Ext. \_\_\_\_\_  
 Company Name: Behan Planning and Design  
 Company Address: 112 Spring St, Suite 305, Saratoga Springs NY 12866  
 Company Telephone No.: 518-583-4335 Company Fax No.: 518-583-6970  
 Consultant Primary Contact for This Project: John Behan Title: Principal

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 *Two Million per Occurrence Agg*
- **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 rebidding 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: *John Behan* Date: July 31, 2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/30/2015

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> ADIRONDACK TRUST CO FINANCIAL SVCS INC PO BOX 336  SARATOGA SPRINGS NY 12866-0336	CONTACT NAME: PHONE (A/C, No, Ext): 518-584-5300 FAX (A/C, No): E-MAIL ADDRESS:
	<b>INSURER(S) AFFORDING COVERAGE</b>
	INSURER A: SELECTIVE INS CO OF THE SOUTHEAST NAIC # 39926 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> BEHAN ASSOCIATES LANDSCAPE ARCHITECTURE DPC AND 112 SPRING ST STE 305  SARATOGA SPRINGS NY 12866-3351	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		S 1825353	6/15/2015	6/15/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input 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		S 1825353	6/15/2015	6/15/2016	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"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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 <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 \$

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

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

CITY OF SARATOGA SPRINGS is included as additional insured with respect to General Liability as required by written contract or agreement.

<b>CERTIFICATE HOLDER</b> CITY OF SARATOGA SPRINGS 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 
--	--

AGENCY CUSTOMER ID: \_\_\_\_\_

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



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY ADIRONDACK TRUST CO FINANCIAL SVCS INC		NAMED INSURED BEHAN ASSOCIATES LANDSCAPE ARCHITECTURE DPC AND 112 SPRING ST STE 305	
POLICY NUMBER S 1825353		SARATOGA SPRINGS NY 12866-3351	
CARRIER SELECTIVE INS CO OF THE SOUTHEAST	NAIC CODE 39926	EFFECTIVE DATE: 6/15/2015	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

JOB #

UDO

JOB LOCATION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/31/2015

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> ADIRONDACK TRUST CO FINANCIAL SVCS INC PO BOX 336  SARATOGA SPRINGS NY 12866-0336		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 518-584-5300 FAX (A/C, No): E-MAIL ADDRESS: <b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: SELECTIVE INS CO OF AMERICA NAIC # 12572 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
<b>INSURED</b> BEHAN ASSOCIATES LANDSCAPE ARCHITECTURE DPC AND 112 SPRING ST  SARATOGA SPRINGS NY 12866-2226			


<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <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 - COM/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)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<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	N/A	WC 7938868	3/31/2015	3/31/2016	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

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

This Certificate of Liability Insurance was created by Selective on behalf of the agent.

<b>CERTIFICATE HOLDER</b> CITY OF SARATOGA SPRINGS 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 
--	--

AGENCY CUSTOMER ID: \_\_\_\_\_

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



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY ADIRONDACK TRUST CO FINANCIAL SVCS INC		NAMED INSURED BEHAN ASSOCIATES LANDSCAPE ARCHITECTURE DPC AND 112 SPRING ST	
POLICY NUMBER WC 7938868		SARATOGA SPRINGS NY 12866-2226	
CARRIER SELECTIVE INS CO OF AMERICA	NAIC CODE 12572	EFFECTIVE DATE: 3/31/2015	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

JOB #

UDO

JOB LOCATION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2015

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> Leatzow Insurance 500 W. Madison St. - Suite 3000 Chicago, IL 60661	<b>CONTACT NAME</b> Karen Bronson	
	<b>PHONE</b> (312) 930-5556	<b>FAX</b> (866) 741-2778
	<b>EMAIL ADDRESS</b> karen@leatzowinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> New Hampshire Insurance Company	<b>NAIC #</b> 23841
	<b>INSURER B:</b>	
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

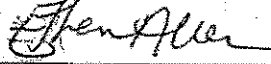
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DOES NOT APPLY			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL AND ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Hired Autos			DOES NOT APPLY			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"/> DED <input type="checkbox"/> RETENTION \$			DOES NOT APPLY			EACH OCCURRENCE \$ AGGREGATE \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N    N/A <input type="checkbox"/>			DOES NOT APPLY			<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	PROFESSIONAL LIABILITY			015622708	6/22/2015	6/22/2016	2,000,000 each occurrence 2,000,000 aggregate								

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

Re: Unified Development Ordinance

<b>CERTIFICATE HOLDER</b> City of Saratoga Springs Attn: Joanne Yepsen 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  LEATZOW INSURANCE
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