

APPENDIX A



CITY OF SARATOGA SPRINGS, NEW YORK
VENDOR/SUPPLIER CODE OF CONDUCT

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

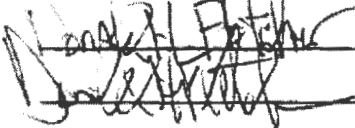
At a minimum, the City requires that all vendors/suppliers meet the following standards:

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

Vendor Acknowledgment

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

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

Officer: _____
 Signature: 
 Printed Name: Donald H. Fletcher
 Title: Vice President
 Date: August 26, 2015



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

City Project Number: City Project Name: Washington Str. Water Main Replacement
City Department: Department Contact Person: City Ext.
Company Name: Barton Logistics, D.P.C.
Company Address: 10 Airway Dr, ALBANY NY 12205
Company Telephone No.: 518-218-1801 Company Fax No.: 518-218-1805
Consultant Primary Contact for This Project: Donald H. Fletcher 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 and admitted and/or authorized for professional liability 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 Errors and Omissions Insurance: One Million per Claim 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 the same coverage for all those activities performed within its contracted activities for the contact as executed.

The Consultant, to the fullest extent provided by law, shall defend, 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: [Signature] Date: 2/21/15

Celebrating over 50 years of service

August 3, 2015

Exhibit A

Timothy W. Wales, P.E.
City Engineer
City of Saratoga Springs
474 Broadway
Saratoga Springs, New York 12866

Re: Washington Street Water Main Replacement Project
Supplement Agreement for Construction Observation Services
File: P702.2610

Dear Mr. Wales:

Barton & Loguidice, D.P.C. (B&L) is pleased to provide this engineering services supplement for construction observation services related to the Washington Street Water Main Replacement Project. The project will entail replacing approximately 1,350 linear feet of water main along Washington Street.

B&L proposes the following scope of services:

Scope of Services:*1. Construction Observation Services:*

Conduct full-time on-site construction observation (CO) of the work in progress during the installation of the water main along Washington Street and part-time observation during restoration. The CO will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work.

The CO would prepare a daily report with photographs that would record the contractor's hours at the job site, daily activities, and progress of work.

The CO will be present during water main connections to existing mains, service installation and restoration to verify that is in accordance with the City Standards, Plans, Contract Documents and intended function.

The CO will verify material match approved submittal and in place construction quantities.

The CO will inform the City in writing of any operations and procedures that may lead to delay in the construction.

The CO will be present during system testing and maintain a log and file of tests and related reports.





Timothy W. Wales, PE
City of Saratoga Springs
August 4, 2015
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It is anticipated that construction of the proposed improvements will require three (3) months, with approximately seven (7) weeks of actual in-field construction time. B&L will provide up to 300 hours of observation services, at an hourly rate of \$85 per hour, which will include 20 hours for post construction observation and development of a final punch list. Additional hours beyond the assumed amount would be billed at the time of service with approval from the City.

The amount of time required for construction observation is dependent on the contractor's progress and final scope of the construction project. Based on our experience, we have estimated what we feel is a reasonable time frame for completion of the work, and have estimated the time required for construction observation accordingly. If the construction period extends beyond three months, further construction observation would be provided as an additional service as noted above.

Fee for Services:

Barton & Loguidice, D.P.C. proposes to provide the engineering services on a time and expense basis described herein. The proposed fee for engineering services outlined above will not exceed \$26,250 without a change in scope and authorization from the City Council.

If you have any questions, please feel free to contact our office.

Very truly yours,

BARTON & LOGUIDICE, D. P. C.


Donald H. Fletcher
Vice President

JAB2/ojf





Engineers • Environmental Scientists • Planners • Landscape Architects

Rate Schedule City of Saratoga Springs

The following rate schedule applies for year 2015.

Labor Title	Hourly Billing Rate
Associate, Vice President and Principal	\$185
Senior Managing Hydrogeologist	\$165
Senior Project Manager (Primary Contact)	\$155
Managing Engineer	\$155
Principal Traffic Engineer	\$150
Managing Landscape Architect	\$150
Senior Land Use Planner	\$130
Senior Project Engineer	\$125
Project Engineer	\$115
Senior Engineering Technician	\$ 95
Engineer III	\$ 95
Senior Inspector	\$ 90
Engineer II	\$ 85
Engineer I	\$ 80
Land Use Planner II	\$ 75
Support Group	\$ 65

Note that these are labor titles for personnel that would typically work on City of Saratoga Springs Land Use Review Board projects. A full listing of all company labor titles and associated billing rates are available upon request.

Reimbursable expenses including in-house printing, outside printing, common carrier travel (Fed Ex, UPS, etc.) postage, telephone, etc., are at cost.

Reimbursable mileage is 0.575 cents per mile for 2015.

Outside contracted services (subconsultants and subcontractors) are cost plus 10%.

We reserve the right to negotiate a 2016 rate schedule with the City.