

PROPOSAL

City of Saratoga Springs
RFP #2015-30 East Side Drainage Improvements Project

November 12, 2015



Clark Patterson Lee
DESIGN PROFESSIONALS

November 12, 2015

Mr. Timothy W. Wales, P.E., City Engineer
City of Saratoga Springs
474 Broadway
Saratoga Springs, NY 12866

RE: RFP #2015-30 East Side Drainage Improvements Project

Dear Mr. Wales:


Clark Patterson Lee is pleased to submit our proposal to provide professional engineering services in relation to this request for proposals. We have substantial experience in the design and construction administration of drainage and drainage improvement projects and are confident that we will meet and exceed the City's requirements.

As a full-service firm of over 240 employees, CPL is celebrating 40 years of successful design and project management experience. Our project history provides assurance that we can effectively coordinate the overall design team to complete your project on schedule and within budgetary constraints. As Principal-In-Charge, I am personally committed to client satisfaction as well as overall quality control and assurance. Included in this proposal, you will find representative projects that amplify our project team's ability to perform the required scope of services.

We look forward to developing a successful relationship with the City of Saratoga Springs and contributing to its growth. Our presence in the greater Capital District is important to us, and allows us to serve you to the best of our ability. As the City grows, it is our goal to develop an enduring and mutually beneficial relationship with you.

I would be pleased to discuss our qualifications and experience with you and other City personnel in more detail if you wish. If you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,
Clark Patterson Lee




Matthew T. Smullen, P.E.

Principal

Cell: 518.860.6342

Email: msmullen@clarkpatterson.com

Table of Contents

- 
- 1 Required Forms
 - Waiver of Immunity and Non-Collusive Bidding Certification
 - Vender Code of Conduct
 - Risk & Safety Agreement
 - Certificate of Insurance (Including Workers Compensation Certificate)
 - 2 Firm Qualifications and Experience
 - 3 Lump Sum Costs and Hourly Rates



Required Forms





Waiver of Immunity Clause
Section §139(a) State Finance Law

Upon the refusal by a representative of your firm, when called before a grand jury to testify concerning any transaction or contract with the City of Saratoga Springs, New York, or to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transactions or contracts,

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

(b) any and all contracts made with any municipal corporation or fire district, or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the City without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the City for goods delivered or work done prior to the cancellation or termination shall be paid.

Non-Collusive Bidding Certification
Section §139(d) State Finance Law

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

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

Signature: Matt Smullen Print Name: Matt Smullen, P.E.

Title: Principal Date: 11/11/15

Company: Clark Patterson Lee Address: 30 Century Hill Drive, Suite 104, Latham, NY 12110

Subscribed to under penalty of perjury under the laws of the State of New York, this 11th day of November, 2015 as the act and deed of said corporation or partnership.



Vendor/Supplier Code of Conduct

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

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

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

Vendor Acknowledgement

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

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

Signature: Matt Smullen

Printed name: Matt Smullen, P.E.

Title: Principal

Date: 11/11/15

Company Name: Clark Patterson Lee



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

(For Professional Services Licensed by the State of New York Office of Professions Education Department)

City Project Number: 2015-30 City Project Name: East Side Drainage Project Prevailing Wage Project No.: _____
City Department: Dept. of Public Works Department Contact Person: Timothy W. Wales, P.E. City Ext. 2621
Company Name: Clark Patterson Lee
Company Address: 30 Century Hill Drive, Suite 104, Latham, NY 12110
Company Telephone No.: 518.463.4107 Company Fax No.: 518.463.3823
Consultant Primary Contact for This Project: Matt Smullen, P.E. Title: Principal

Any and all professional services performed under this Agreement shall be completed by an individual licensed by the NYS Office of Professions - Education Department as applicable to the service provided including, but not limited to accounting, actuarial, engineering and architectural services. The Consultant represents that it has all necessary governmental licenses to perform the services described herein.

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;
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles;
- **Excess Insurance:** Five Million Dollars per Occurrence Aggregate;
- **Professional Errors and Omissions Insurance:** One Million per Claim with Two Million Aggregate; AND
- **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 Sub-Consultant for any portion of the services outlined within the scope of its activities, the Sub-Consultant 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 Sub-Consultant shall name the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for the same coverage 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 Sub-Consultants. 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 Consultant agrees to comply with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 and not discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. The Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorney's fees and staff time, in any action or proceeding brought alleging a violation of ADA and/or Section 504 caused by the Consultant. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.

The Consultant will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Consultant's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Consultant and its staff are to be and shall remain an independent Consultant with respect to all services performed under this Agreement. The Consultant represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Consultant or other persons, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Laws of the State of New York on behalf of said personnel or other persons while so engaged, and any and all claims whatsoever on behalf of any such person or personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Consultant, its officers, agents, Consultants or employees shall in no way be the responsibility of the City; and the Consultant shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all such claims regardless of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the City, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Compensation, disability, and severance pay

Consultant shall comply with NYS OSHA laws as of July 18, 2008 requiring all workers on New York State public projects be certified as having completed an OSHA 10-hour construction safety course. Proof of this certification is required at the time of the execution of this Agreement. 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 sub-consultants are proceeding in a manner that threatens the life, health or safety of any of Consultant's employees, sub-consultant'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: Maureen T. Smully Date: 11/11/15

Required Forms

Certificate of Insurance

As requested in the RFP, our insurance coverage is outlined below and sample insurance certificates have been included on the following pages.

Professional Liability – Poole Professional-NY

\$ 3,000,000 Each claim

\$ 3,000,000 Aggregate

General Liability – Paris-Kirwan Associates, Inc.

\$ 2,000,000 General Liability

\$ 1,000,000 Automobile

\$10,000,000 Excess/umbrella

Workers' Compensation – Charter Oak Fire Insurance Co.

Please see following pages





CERTIFICATE OF LIABILITY INSURANCE

CLARK-4 OP ID: SM

DATE (MM/DD/YYYY)
12/29/2014

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: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border-bottom: 1px solid black;">NAIC #</td> </tr> <tr> <td>INSURER A : Catlin Ins. Co, Inc.</td> <td style="text-align: center;">19518</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Catlin Ins. Co, Inc.	19518	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Catlin Ins. Co, Inc.	19518														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Clark Patterson Engineers, Surveyor, Architects & Landscape Architect, D.P.C. 205 St Paul Street Rochester, NY 14604															

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 INSD	SUBR 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"/> 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) \$ \$												
	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						<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER		E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT		\$																	
E.L. DISEASE - EA EMPLOYEE		\$																	
E.L. DISEASE - POLICY LIMIT		\$																	
A	A/E E&O			AED-679828-1215 DEDUCTIBLE \$100,000	12/15/2014	12/15/2015	PER CLAIM 3,000,000 AGGREGATE 3,000,000												

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.

CERTIFICATE HOLDER <div style="text-align: center;"> EVIDENCE OF INSURANCE EVIDE-1 </div>	CANCELLATION 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 <div style="text-align: center;"> </div>
---	--



CERTIFICATE OF LIABILITY INSURANCE

CLARPAT-01

KEAP

DATE (MM/DD/YYYY)
4/20/2015

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).

PRODUCER Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604-0920	(585) 473-8000	CONTACT NAME:	
		PHONE (A/C, No. Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Charter Oak Fire Insurance Company	NAIC # 25615
		INSURER B : Travelers Indemnity Company	25658
		INSURER C : Travelers Indemnity Company of CT	25682
		INSURER D :	
		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 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		6800554M943	4/22/2015	4/22/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> 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		BA0657M168	4/22/2015	4/22/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP4E968611	4/22/2015	4/22/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB8777Y936	4/22/2015	4/22/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment		6800554M943	4/22/2015	4/22/2016	\$133,000 Limit \$1,000 Ded.
B	Hired Car Physical Damage		BA0657M168	4/22/2015	4/22/2016	ACV \$0 Ded. Comp ACV \$500 Ded. Coll

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

Engineers, Surveyor & Architects
***** Proof of Insurance Coverage*****

CERTIFICATE HOLDER

Clark Patterson Engineers, Surveyor and Architects, PC
DBA Clark Patterson Lee
205 St. Paul Street, Suite 500
Rochester, NY 14604-

CANCELLATION

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

© 1988-2014 ACORD CORPORATION. All rights reserved.

Workers' Compensation Law

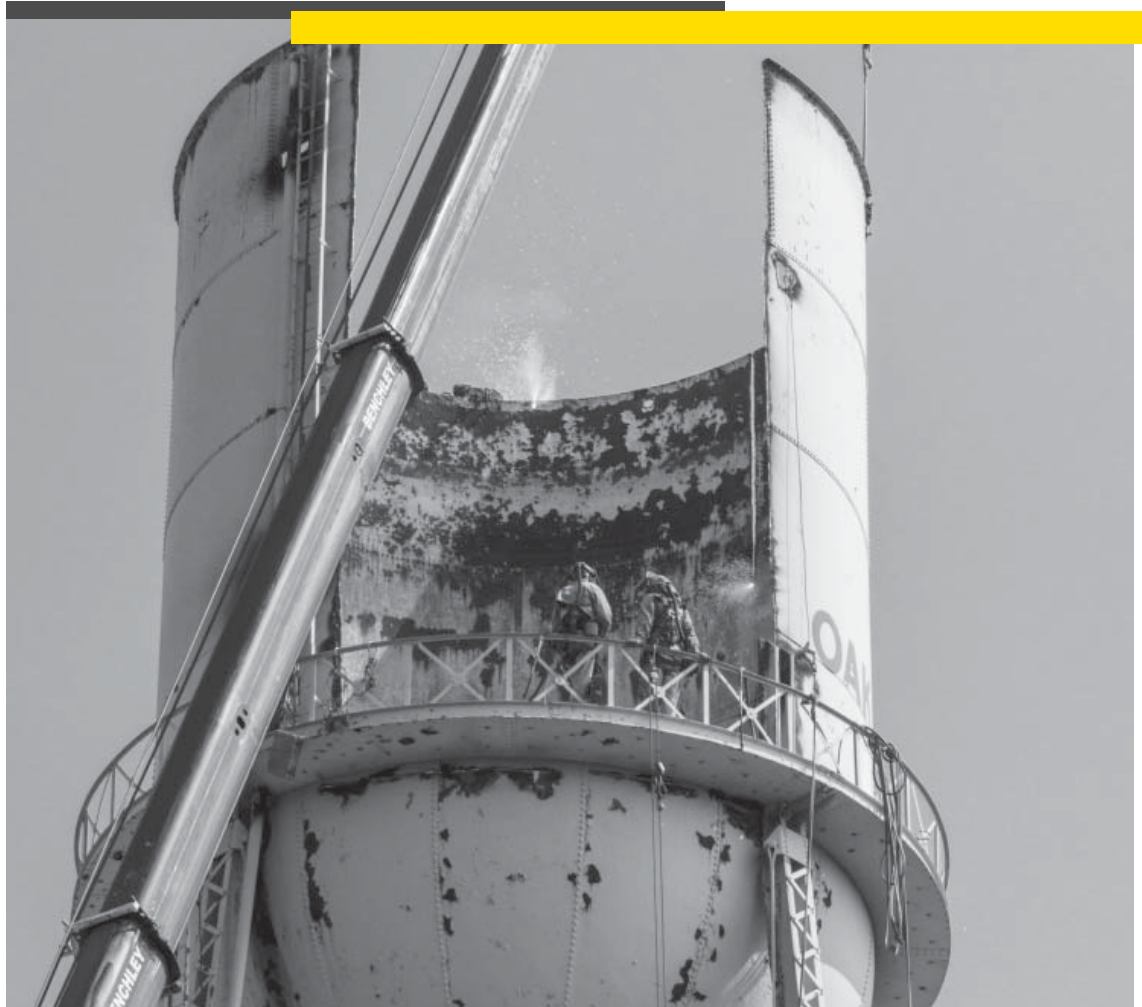
Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Firm Qualifications and Experience

2



Similar Drainage Experience: Project Understanding and Approach

EXPERIENCE WITH SIMILAR DRAINAGE PROJECTS

Clark Patterson Lee has substantial experience in drainage design and mitigation of problem areas. Many times this is done within our tenure as municipal engineer in several municipalities. Currently we are in the process of doing very similar studies and mitigation for the Belden Center Project in the Town of Niagara, the Flohr Avenue Neighborhood study in the Town of West Seneca and the Village of Perry Drainage Capital Improvements Plan.

PROJECT UNDERSTANDING

It is understood that the City of Saratoga Springs is in need of a drainage study in the Doten Avenue neighborhood. Individual developments in a suburban or urban environment begin to have cumulative effects on drainage as they progress over time. This is usually the result of the increase of impervious cover in an area over time and hard piping the runoff. Without an area-wide plan for stormwater management, post storm events can cause standing water and flooding issues.

APPROACH

In order to access and address the situation, a full topographic survey of the area must be available and include the utility information provided by the City. From this information, watershed delineations can be performed. The watersheds will determine the runoff generated from each area and its final disposition. Using hydrology calculation principles based upon USDA's TR-55 and TR-20 Urban Hydrology for Small Watersheds, comparisons will be made as to the condition of the area watershed before the piecemeal development to its current condition. The identified problem areas will be further analyzed to determine whether a form of detention can be used to alter the hydrograph, thereby reducing the runoff rate over time. This analysis will also enable us to verify the adequacy of the existing storm pipes in the area to handle the flows predicted, thus alleviating another source of potential problems.



Clark Patterson Lee by
the numbers

1975 Year Founded

23 LEED APs

28 Licensed
Architects

46 Licensed
Engineers

3 Interior
Designers, CID

2 Licensed Land Surveyors

3 Certified
Geologists, CPG

4 AICP Certified Planners

230 Total
Staff

Firm Introduction

CLARK PATTERSON LEE OVERVIEW

Clark Patterson Lee is a multidisciplinary firm specializing in municipal services. For 40 years, we have honed our ability to meet the increasingly complex demands facing local municipalities. With a qualified staff of over two hundred dedicated professionals, we know how to work with communities as they plan, review, design, bid and manage a wide variety of projects. We maintain offices in New York, Georgia, North Carolina and South Carolina offering expertise in architecture, engineering, planning and construction administration services.

Our firm has established excellent working relationships with communities across New York State, as well as the State and Federal agencies involved in local projects. We are familiar with most types of reviews, including those required for locally administered, federally funded projects and the accompanying processes and required schedules. Our experience proves that we are experts in gathering and managing information to ensure reviews and projects are kept on schedule.

From visioning to ribbon cutting, our priority is to deliver quality service. The members of our staff believe in a “client-centered” philosophy of service based on:

- Our belief in full service.
- Our belief in personal attention.
- Our belief in principal participation.

These beliefs will drive our passion to provide professional design services that meet and ultimately exceed the City of Saratoga Springs' expectations. Experience and process will channel our enthusiasm for your projects as we work with you to review proposed development applications and complete various engineering task orders. Our leadership style ensures that your voice is always heard so the ideal project vision is always achieved.

The following pages describe our municipal services specific to this engagement along with relevant similar projects.



Firm Introduction

When a faucet is turned on, the water could be flowing through a municipal system developed by CPL engineers and planners.

A bridge, a parking garage, a police station or a favorite museum, any of these municipal structures could be the result of the efforts and innovations of CPL's talented engineering staff. Through providing professional design, review and consulting services, the firm has become a trusted advisor to many communities and agencies throughout New York.

Our municipal engineers understand that today's public officials are faced with meeting a rising demand for public services with often limited resources. With experts in highway and bridge design; stormwater/flood control, municipal water and wastewater systems; site design and development, we have the capacity to address all of your infrastructure needs. CPL offers design and construction observation for:

WATER SYSTEMS

- Supply and Treatment
- Distribution
- Storage
- Feasibility and Rate Studies

SOLID WASTE MANAGEMENT

- Landfill Design
- Solid Waste Management Plans
- Landfill Closure Design
- Permitting

STORMWATER

- Flood Control
- Stream Restoration
- Storm System Design
- Sediment and Erosion Control
- Watershed Modeling
- Environmental Permitting

WASTEWATER SYSTEMS

- Collection
- Treatment
- Disposal





municipal



engineering

Relevant Experience

We understand how to work with municipalities to deliver **design solutions** that meet the needs of all involved stakeholders. As a firm, we are proud of the **lasting impact** that our projects have on those that they serve.



TABULAR HISTORY BY ENGINEERING DISCIPLINE

Clark Patterson Lee has extensive experience in the programming, planning, and design of municipal projects. Below is a representative list of our specialized experience organized by engineering discipline. The rest of this section includes select project data sheets that represent our firm's previous experience with similar municipal consulting engagements.

Land Use Board Reviews

- City of Middletown
- City of Poughkeepsie
- Town of Batavia
- Town of LaGrange
- Town and Village of LeRoy
- Town of Niagara
- Town and Village Oakfield
- Town of Pleasant Valley
- Town of Stafford
- Town of Wappinger
- Town of West Seneca
- Village of East Aurora
- Village of Warsaw

Municipal Facilities/Public Safety

- Orange County Courthouse Building Renovations
- Orange County IT/Board of Elections Building Addition
- Saratoga County Court Space Utilization and Master Plan Study
- Town of Castile New Town/Village Hall
- Town of Malta New Highway Garage
- Town of Oakfield Town Hall and Highway Department Renovation
- Town of Oakfield Court Facility and Sherriff Substation Expansion
- Town of West Seneca Highway Garage Rehabilitation
- Warren County Family Court Expansion and Courthouse Renovations
- Warren County Human Services Building
- Wyoming County Department of Social Services Building Renovations

Municipal/Civil Engineering Experience

- City of Middletown FEMA Funded Stormwater Improvements
- City of Middletown MS-4 Stormwater Management Plan
- City of Middletown Phase I Environmental Site Assessments
- City of Middletown Wastewater Treatment Facility Improvements
- City of Middletown Water Distribution Improvements, CR 78
- Livingston County Water and Sewer Authority Ongoing Municipal Services
- Town of Batavia New Sewer Pump Stations
- Town of Elma Billington Road Water Tank Maintenance
- Town of LaGrange Wastewater Facility Improvements
- Town of LaGrange Water Source and Distribution Improvements
- Town of Malta Master Planning for Town Facilities
- Town of Niagara New Sewer Pump Station
- Town of Oakfield Water Distribution System Improvements, Various Districts
- Town of Wappinger Challenger Field
- Village of Lake George Charles R. Wood Park Project Management and Construction Services
- Warren County Phase I Environmental Site Assessments
- Warren County Term Agreement for Engineering Services

Transportation

- Columbia County Replacement of Dinehart and Hardrich Bridges
- Essex County Ensign Pond Road over Mill Brook Bridge Replacement
- Greene County Jewett Heights Road over Batavia Kill Bridge Replacement
- Greene County Slater Road over Batavia Kill Bridge Replacement
- New York State Canal Corporation Statewide Canal Structure Inspection Services
- New York State DOT Biennial Bridge Inspections, Region 5
- New York State Thruway Authority Biennial Bridge Inspections, Albany and New York Divisions
- Rensselaer County Sand Bank Road over Little Hoosic River Bridge Replacement
- Warren County Blair Road over Mill Brook Bridge Replacement
- Warren County Lanfear Road over Stony Creek Bridge Painting and Repairs

Town of Niagara

Fashion Outlets of Niagara Falls Site Plan and Drainage Review

Location: Niagara Falls, NY
Client: Town of Niagara
Total Cost: Plans were reviewed for the \$80 million project.
Completion Date: 2014
Services: Design through Construction



In March 2013, the Town of Niagara began its review of the proposed expansion to the Fashion Outlets of Niagara Falls Mall. In addition to over 180,000 square feet of Mall building expansion, there were significant infrastructure improvements needed for the expansion including modifications on the Fashion Outlets lands, along with improvements on the adjacent Secure Storage, Elks Lodge and LaSalle Center properties.

The project also involved the removal of an existing mobile home park (Sabre Park) for the mall expansion. As the Town Engineer, CPL's role was to review all site plans, infrastructure improvements (including sanitary sewer upgrades, water service upgrades, roadway improvements and drainage), stormwater management plans, beginning with a complete environmental (SEQRA) review.

CPL's role in the SEQRA process was to review all project information provided, including all environmental studies, traffic studies, stormwater plans and other information. Once reviewed, the information was compiled and work with the Town Board to prepare and publish the final SEQRA Environmental Determination.

CPL worked with the developer's engineer to address necessary upgrades to the Town's infrastructure including the construction of a sanitary sewer lift station dedicated to

the Town, new water service in the area to improve fire flow and pressure to the area and the development of a complex stormwater management system.

The stormwater management system was particularly challenging in that the site is relatively flat and within the 100-year flood zone. Additionally, the site discharges to private lands within the City of Niagara Falls, requiring inter-municipal coordination for the stormwater management. CPL worked with the developer to ensure the stormwater management plans and design met the MS4 stormwater requirements without significant impacts to neighboring lands.

Throughout the complex approval and design review process, CPL coordinated reviews from outside agencies, along with communications with the Developer, town staff and the Town Board. Over the 12-month construction process, CPL continued its role in reviewing project changes, conforming to the SEQRA process and completed the design and construction of the Town's new sanitary sewer lift station.

As a testament to CPL's ability to work with Town staff and act as a liaison to outside agencies and developers in the process, a very complicated and complex design and construction project with a significantly compressed timeframe was completed on time, with a Grand Opening in October 2014 that will provide an economic boost to the region for many years to come.



Albany Medical Center

Site Design and Survey Work



Location: Albany, NY
Client: Albany Medical Center
Total Cost: \$355 million
Completion Date: 2012

Clark Patterson Lee was part of a unique team selected to design a new patient tower addition at the Albany Medical Center. Clark Patterson Lee was responsible for the site work and underground utilities. This complex and compact site included a drop off area, ambulance and valet drives, and landscaped plaza, all with steep grades. A portion of the site passes under the new building. The site also included approximately 30 ft. tall retaining walls.

Design of the underground utilities involved coordination with multiple design firms and included domestic water and fire protection, sanitary sewer, storm, helicopter fuel lines and tanks, and cogeneration lines associated with a new Cogeneration Plant. The storm system included a large storm water detention vault that was installed adjacent to an existing vault that discharges into the City of Albany's combined sewer system.

This project was completed using AutoCAD Civil 3D which allowed the owner, design firms and construction manager to better identify and avoid utility conflicts prior to construction.

This project has been awarded LEED Gold Certification.



Genesee County EDC

Genesee Valley Agri-business Park



Location: Batavia, NY
Client: Genesee County Economic Development Center
Total Cost: \$10 Million
Completion Date: Ongoing



The Genesee Valley Agri-Business Park is a fully shovel ready industrial zoned business park in the Town of Batavia, NY. The Park occupies approximately 200 acres and is located next to the Genesee County Fair Grounds on New York State Route 5, in the Town of Batavia, New York.



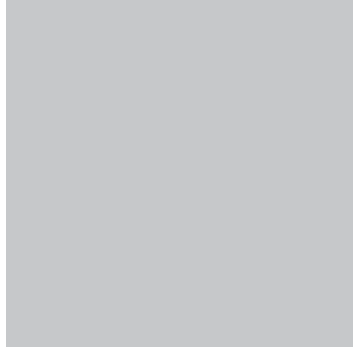
Clark Patterson Lee has assisted the Genesee County Economic Development Center (GCEDC) for the duration of the Park's development, from conceptual planning to securing tenants. Design services included conceptual layouts, phasing analysis, budgeting assistance, survey and mapping, soils investigations, a traffic investigation, and a Generic Environmental Impact Statement (GEIS). Design and construction services were provided for roads, stormwater management facilities, public water and public sewer facilities. Coordination efforts were provided for electric, gas, telecommunications, fiber optic and cable services at the site.

The GCEDC and Clark Patterson Lee completed the Park in phases. The first phase involved improvements located within the Park, including the stormwater collection system, stormwater management ponds, a potable water distribution system, gravity sanitary sewer collection system and the Park access road. The second phase involved the Offsite Sewer force main connection to the City of Batavia system. Clark Patterson Lee and the GCEDC are working on additional phases to bring railroad access, a secondary access roadway and a raw water distribution system into the Agri-Business Park. Clark Patterson Lee worked closely with the City of Batavia, Town of Batavia and Genesee County Highway Department for approval of the Park design plans and to ensure that each municipality's design standards were met, as separate parts of the utility infrastructure will be dedicated to each.



Genesee County EDC

GATEWAY II CORPORATE PARK



Location: Batavia, NY
Client: Genesee County Economic Development Center (GCEDC)
Total Cost: \$170,000 (Design); \$1.8 million (through Phase 2 Construction)
Completion Date: Phase 2 completed in August 2007



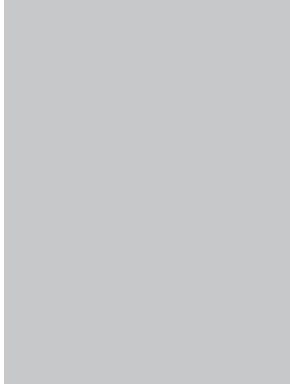
Clark Patterson Lee was hired to provide engineering services related to the development of the Gateway II Corporate Park. Design services included a phasing analysis, survey and mapping, soils investigations, traffic investigation, environmental review, preliminary and final designs for the site's roads, stormwater management facilities, public sewer and water (including design of a sewer pump stations), preliminary designs for electric, gas, telecommunications, fiber optic and cable services at the site.

Clark Patterson Lee assisted with obtaining grant funding to pay for construction of water infrastructure at the site and provided construction administration and observation services for the first and second phase of construction.



Village of Perry

Infrastructure Capital Improvement Plan



Location: Wyoming
County, NY
Client: Village of Perry
Total Cost: \$45,000
Completion Date: 2012



The Village of Perry retained Clark Patterson Lee (CPL) to perform a comprehensive update of its Infrastructure Capital Improvement Plan (ICIP) that was published in 2001. This 2012 update to the ICIP focuses on potable water treatment and distribution, wastewater collection and treatment, and energy usage at the Village Hall on Main Street.

The ICIP is intended to provide a comprehensive status update for the water, sewer utility, and drainage systems and equipment in the Village, to give the Village the opportunity to prepare for some inevitable upgrades that will be necessary in the next 10-years, as well as to provide a glimpse into some potential unplanned upgrades that may be required. By suggesting timelines for planned projects, the Village will be able to budget for some of these projects, and will be able to have an idea as to how various long-term projects can fit together without causing massive problems in the Village's budget.

Clark Patterson Lee completed a full review of the Water Treatment Facility including water storage tanks and pump stations. The review included process calculations, code review, and equipment condition. All of the chemical feed systems were reviewed for reliability and safety. Future regulatory requirements were identified and the impact of those requirements was discussed along with any required system improvements.

The firm also reviewed the wastewater collection system to determine the existing condition of the system and identify required improvements. The review included the development of an overall collection system map based on records drawings and televising videos of the mains were reviewed. Recommendations were provided for areas of additional study, main replacement due to condition or capacity, and an inflow/infiltration plan was developed.



Lump Sum Costs and Hourly Rates

3



SUMMARY OF PROPOSAL INFORMATION

TOTAL PROPOSAL FEE IN FIGURES: \$ 17,600

TOTAL PROPOSAL FEE WRITTEN: Seventeen Thousand Six Hundred Dollars

COMPANY NAME: Clark Patterson Lee

ADDRESS: 30 Century Hill Drive, Suite 104

Latham NY 12110 Phone No. () 518.463.4107
 (City) (State) (Zip)

E-MAIL ADDRESS: msmullen@clarkpatterson.com

AUTHORIZED SIGNATURE: *Matt Smullen*

PRINTED NAME: Matt Smullen, P.E.

TITLE: Principal DATE: 11/11/15

Task	Task Description	Principal	Project Manager	Sr. Project Engineer	Project Engineer	Senior Technician	Surveyor	Technician/Rodperson	Task Fee
		\$ 175	\$ 150	\$ 120	\$ 100	\$ 90	\$ 120	\$ 80	
1	Existing Conditions								
	Kickoff Meeting	2	2						\$ 650
	Data Collection								\$ -
	Review Existing Conditions		2	2					\$ 540
	Summarize Existing Conditions		2						\$ 300
2	Hydraulic Analysis								
	Prepare Drainage Model			65					\$ 7,800
	Preliminary Recommendations & Costs			15					\$ 1,800
	Review Meeting with City Engineer			3					\$ 360
3	Final Report								
	Phasing Plan			20					\$ 2,400
	Cost Estimates				16				\$ 1,600
	Design Report		3	10					\$ 1,650
	Project Subtotal	2	9	115	16	0	0	0	\$ 17,100
	Reimbursable Expenses (Printing, Travel, etc.)								\$ 500
	Total Proposal Fee								\$ 17,600

Proposed Fee for Supplemental Services

Task	Task Description	Principal	Project Manager	Sr. Project Engineer	Project Engineer	Senior Technician	Surveyor	Technician/Rodperson	Task Fee
		\$ 175	\$ 150	\$ 120	\$ 100	\$ 90	\$ 120	\$ 80	
S-1	Topographic Base Mapping								
	Site Survey						40	40	\$ 8,000
	Base Mapping						20	40	\$ 5,600
	Project Subtotal	0	0	0	0	0	60	80	\$ 13,600
	Reimbursable Expenses (Printing, Travel, etc.)								\$ 500
	Total Supplemental Fee								\$ 14,100

