



City of Saratoga Springs, NY Contract

City Project Number: _____ City Project Name: Natural Resource Inventory
 City Department: Mayor Department Contact Person: Christina Carton City Ext. 2534
 Company Name: LaBella Associates
 Company Address: 25 Delaware Avenue, Delmar, NY 12054 Company Telephone No.: 1.877.626.6606
 Company Fax No.: 584.454.3066
 Vendor and/or Service Provider Primary Contact: Barbara Johnston Title: Senior Planner
 Primary Contact Email: bjohnston@LaBellaPC.com
 Service to be Provided: _____
 Remit Name (If different from above): _____
 Remit Address: _____

1. **Scope of Agreement:** In response to a request for a pricing proposal requested by the City for Natural Resource Inventory RFP 2018-03, the Vendor and/or Service Provider submitted proposals dated 04/24/2018 (the "Proposals/Statement of Work"), which are attached hereto as Exhibit A. The Vendor and/or Service Provider shall provide to the City the products and services set forth therein. The Vendor and/or Service Provider assumes full responsibility for the provision of the products and services made available in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with the prior written approval of the City. The Vendor and/or Service Provider assumes all risks in the performance of all its activities authorized by this Agreement.
2. **Term of Agreement:** The term of this Agreement shall commence per the date of approval of this Agreement by the City Council of the City of Saratoga Springs. This Agreement shall continue in force from the effective date until the work provided as described herein is satisfactorily completed or by July 31, 2019. Any modification of the work performed by the Vendor and/or Service Provider shall be made in writing and shall not be undertaken until the City agrees to the modification. The Vendor and/or Service Provider assume full responsibility for the provision of the products and services contracted for in this Agreement. The Vendor and/or Service Provider shall be so liable even when the Vendor and/or Service Provider subcontract the provision of a portion of the products and services. Subcontracting shall be permitted only with prior written notice and written approval of the City. The Vendor and/or Service Provider will provide his or her own equipment and materials as necessary to perform the work except as identified within the RFP/RFQ/BID Documents. The Vendor and/or Service Provider assume all risks in the performance of all its activities authorized by this Agreement.
3. **Terms of Payment:** Vendor and/or Service Provider will invoice the City on a monthly basis and the City will pay all invoices within thirty (30) days of receipt of the invoice or as practicable. The City shall pay the Vendor and/or Service Provider in accordance with the City Charter per the Purchasing Guidelines established by the City. All work performed under this agreement must be in accordance with the NYS Department of Labor Prevailing Wage Regulations. The Costs, fees, and disbursements associated with the provisions of the products and services shall be determined in accordance with the proposal submitted not to exceed Twenty-nine thousand four hundred twenty and 00/100 (\$29,420.00), a copy of which is annexed hereto and made a part hereof. Detailed original invoices not received within forty five (45) calendar days of the completed transaction could result in a delay of payment.
4. **Notice:** Any notices sent to the City under this Agreement will be effective five (5) business days after the postmarked date of mailing by certified mail, return receipt requested. The Mayor is the designated Project Manager for this Agreement and shall represent the City in all matters and has the authority to affect the delivery of products and/or services. The Project Manager for the Vendor and/or Service Provider is LaBella Associates. Any notice, request, demand or other communication required or provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or mailed in a sealed envelope, postage prepaid, addressed as follows:

 To the City: Mayor of the City Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866

 With a copy to: City Attorney, City Saratoga Springs, 474 Broadway, Room 7, Saratoga Springs, NY 12866

 To Vendor and/or Service Provider: LaBella Associates, 25 Delaware Avenue, Delmar, NY 12054
5. **Conflicts of Interest:** The Vendor and/or Service Provider represents and warrants that it has no conflict, actual or perceived, that would prevent it from performing its duties and responsibilities under the Agreement.
6. **City Property:** All information and materials received hereunder by the Vendor and/or Service Provider from the City are and shall remain the sole and exclusive property of the City and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider. All intellectual property, created by the Vendor and/or Service Provider hereunder as a product or as a service to the City shall be the sole and exclusive property of the City. Effective upon their creation pursuant to the terms of this Agreement, the Vendor and/or Service Provider conveys, assigns and transfers to the City the sole and exclusive rights, title and interest in all documents, electronic databases, and custom programs, whether preliminary, final or otherwise, including all trademarks and copyrights. The Vendor and/or Service Provider hereby agrees to take all necessary and appropriate steps to ensure that the custom products are protected against unauthorized copying, reproduction and marketing by or through the Vendor and/or Service Provider, its agents, employees, or subcontractors. Nothing herein shall preclude the Vendor and/or Service Provider from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under this Agreement in the course of the Vendor and/or Service Provider's business. The Contractor grants to the City a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify and distribute any pre-existing software, tools or techniques delivered by the Vendor and/or Service Provider under this Agreement. Any written reports, opinions and advice rendered by the Vendor and/or Service Provider shall become the sole and exclusive property of the City, and the Vendor and/or Service Provider shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Vendor and/or Service Provider.
7. **Retention of Records:** The Vendor and/or Service Provider shall make available to the City all information pertinent to the project, including reports, studies, drawings, and any other data. All original records generated as a result of the project shall be maintained by the Vendor and/or

Service Provider for a period of six (6) years after expiration of the Agreement. Upon request, copies of those records shall be provided to the City at no cost.

8. **Independent Vendor and/or Service Provider Status:** 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 Vendor and/or Service Provider's staff as the agents, representatives or employees of the City for any purpose in any manner whatsoever. The Vendor and/or Service Provider and its staff are to be and shall remain an independent Vendor and/or Service Provider with respect to all services performed under this Agreement. The Vendor and/or Service Provider 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 Vendor and/or Service Provider or other persons, while engaged in the performance of any work or services required by the Vendor and/or Service Provider 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 Vendor and/or Service Provider, its officers, agents, Vendor and/or Service Providers or employees shall in no way be the responsibility of the City; and the Vendor and/or Service Provider 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.
9. **Insurance:** 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 Vendor and/or Service Provider shall procure and maintain during the term of this Agreement, at the Vendor and/or Service Provider's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Vendor and/or Service Provider 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 Vendor and/or Service Provider. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Agreement; (2) withholding any/all payment(s) due under this Agreement or any other Agreement it has with the Vendor and/or Service Provider (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 Vendor and/or Service Provider.

The City of Saratoga Springs requires the Vendor and/or Service Provider name the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- A. For projects involving the provision of **professional services**:
- **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**: One Million Dollars per Claim with Two Million Dollars Aggregate; AND
 - **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**: Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.
- B. If the project in question involves any form of pollution risk or exposure, environmental hazard, asbestos or special circumstances, please contact the Office of Risk and Safety for a determination of insurance limits needed for your contract.

It shall be an affirmative obligation of the Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. 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.

10. **Indemnification:** The Vendor and/or Service Provider, 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 Vendor and/or Service Provider or its employees or anyone for whom the Vendor and/or Service Provider 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 Vendor and/or Service Provider, as aforesaid. The Vendor and/or Service Provider's responsibility under this section shall not be limited to the required or available insurance.

11. **Americans with Disabilities Act:** The Vendor and/or Service Provider 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 Vendor and/or Service Provider 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 Vendor and/or Service Provider. Upon request accommodation will be provided to allow individuals with disabilities to participate in all services, programs and activities.
12. **Safety:** The City of Saratoga Springs specifically reserves the right to suspend or terminate all work under this Agreement whenever Vendor and/or Service Provider, and/or Vendor and/or Service Provider's employees or subcontractors, are proceeding in a manner that threatens the life, health or safety of any of Vendor and/or Service Provider'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 Vendor and/or Service Provider. If the City of Saratoga Springs exercises its rights pursuant to this part, the Vendor and/or Service Provider 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 Vendor and/or Service Provider's service to the public or the City of Saratoga Springs' immediate need for completion of the Vendor and/or Service Provider's work. In such case, Vendor and/or Service Provider shall immediately cure the defect. If the Vendor and/or Service Provider fails to cure the identified defect(s), the City of Saratoga Springs shall have the right to immediately terminate this Agreement. In the event that the City of Saratoga Springs terminates this Agreement, any payments for work completed by the Vendor and/or Service Provider 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 and/or Service Provider.
13. **Vendor and/or Service Provider Code of Conduct:** The City of Saratoga Springs is committed to conduct business in a lawful and ethical manner and expects the same standards from Vendor and/or Service Providers/suppliers that the City conducts business with. The City requires that all Vendor and/or Service Providers/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 Vendor and/or Service Providers/suppliers. Vendor and/or Service Providers/suppliers agree to provide all information requested which is necessary to demonstrate compliance with this Code.

At a minimum, the City requires that all Vendor and/or Service Providers/suppliers meet the following standards:

- Legal: Vendor and/or Service Providers/suppliers and their sub-contractors agree to comply with all applicable local, state and federal laws, regulations and statutes.
- 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.
- Right to organize: Employees of the Vendor and/or Service Provider/supplier should have the right to decide whether they want collective bargaining.
- Sub-contractors: Vendor and/or Service Providers/suppliers shall ensure that sub-contractors shall operate in a manner consistent with this Code.
- Protection of the Environment: Vendor and/or Service Providers/suppliers shall comply with all applicable environmental laws and regulations. Where practicable, Vendor and/or Service Providers/suppliers are to utilize technologies that do not adversely affect the environment and when such impact is unavoidable, to ensure that it is minimized.

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

Vendor and/or Service Provider/supplier acknowledges that its failure to comply with any condition, requirement, policy or procedure may result in the termination of the business relationship. Vendor and/or Service Provider/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.

14. **Governing Law:** This Agreement shall be governed and construed under the laws of the State of New York, the location where this Agreement was accepted to by Vendor and/or Service Provider. The Vendor and/or Service Provider agrees to comply with all applicable local, state and federal laws, rules and regulations in the performance of the duties of this Agreement.
15. **NYS Licensure for Professional Services:** 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 Vendor and/or Service Provider represents that it has all necessary governmental licenses to perform the services described herein.
16. **Non-Collusive Bidding Certification:** Where applicable, upon the submission of a 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 knowledge and belief:
- a. 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;
 - b. 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
 - c. 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.
17. **Iranian Energy Sector Divestment:** Where applicable, upon the submission of a bid, each Vendor and/or Service Provider and each person signing on behalf of any Vendor and/or Service Provider 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (Iran Divestment).
18. **Venue:** The City and the Vendor and/or Service Provider hereby agree that any litigated matters shall be venued in the federal and state courts of the State of New York in the County of Saratoga.

19. **Assignment:** The Vendor and/or Service Provider is prohibited from assigning, conveying, subletting or otherwise disposing of the Vendor and/or Service Provider's right, title, or interest therein, or the Vendor and/or Service Provider's power to execute this agreement to any other person or corporation without the previous written consent of the City. If the Vendor and/or Service Provider assigns, conveys, sublets or otherwise disposes of the Vendor and/or Service Provider's right, title, or interest without prior written consent, the City shall revoke and annul this agreement, and the City shall be relieved and discharged from any and all liability growing out of this Agreement, and any person or corporation to whom the interest was assigned, transferred, conveyed, sublet or otherwise disposed of shall forfeit and lose all moneys theretofore earned under such contract, except so much as may be required to pay his or her employees.
20. **Termination:** The Vendor and/or Service Provider and the City may mutually agree, in writing, to terminate this Agreement at any time. The City may also terminate this Agreement at any time and for any reason by mailing written notice to the Vendor and/or Service Provider at least ten (10) business days prior to such termination date. The City reserves the right to cancel this Agreement at any time in event of default or violation by the Vendor and/or Service Provider of any provision of this Agreement. The City may take whatever action at law or in equity that may appear necessary or desirable to collect damages arising from a default or violation or to enforce performance of this Agreement.
21. **Default:** Vendor and/or Service Provider's failure to perform its obligations and comply with its representations under this Agreement shall constitute a default under this Agreement. Upon Vendor and/or Service Provider's default, the City may cancel this Agreement and immediately stop payment of any fees to Vendor and/or Service Provider hereunder. City shall also have any all additional rights and remedies under New York State Law as a result of Vendor and/or Service Provider's default.
22. **Force Majeure:** Neither party shall be held liable for failure to perform its part of this Agreement when such failure is due to fire, flood, or similar disaster; strikes or similar labor disturbances; industrial disturbances, war, riot, insurrection, and/or other causes beyond the control of the parties.
23. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.
24. **Severability:** In the event that any portion of this Agreement may be adjudged invalid or unenforceable for any reason, adjudication shall in no manner affect the other portions of this Agreement which will remain in full force and effect as of the portions adjudged invalid or unenforceable were not originally a part thereof.
25. **Modification:** This Agreement may be modified only by a writing signed by both parties.
26. **Execution:**

This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

City Certification: In addition to the acceptance of this Agreement, I certify that original copies of this signature page will be attached to all other exact copies of this Agreement.

Vendor and/or Service Provider Certification: In addition to the acceptance of this Agreement, I certify that all information provided to the City with respect to New York State Finance Law Section 139-k is complete, true and accurate.

All Parties, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Vendor and/or Service Provider Signature:  Date: 8/17/18

Print Name: Robert Pyper Title: Vice President

City of Saratoga Springs' Signature: _____ Date: _____

Print Name: Meg Kelly Title: Mayor City Council Approval Date: _____

Prepared for:
City of Saratoga Springs
Department of Accounts
474 Broadway
Saratoga Springs, NY 12866

Submitted by:
LaBella Associates, D.P.C.
25 Delaware Avenue
Delmar, NY 12054



City of Saratoga Springs, Natural Resource Inventory

APRIL 24, 2018

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FIRM OVERVIEW & QUALIFICATIONS



LaBella
Powered by partnership.

ABOUT LABELLA

At LaBella Associates, our job is to create – structures, plans, ideas, results. As a nationally recognized Design Professional Corporation, that's a given, right?

But here's what really drives us: creating partnership between our team and our clients. So much so that we become one team, unified in the unrelenting pursuit of exceptional on each and every project. Reliability. Accountability. Collaboration. Respect. Not skills we went to school for, but innate in LaBella team members.

The pursuit of partnership is embedded in our culture—has been since our inception in 1978. And it affects client outcomes in profound ways. It means we're built to expertly execute projects from start to finish. That we have the talent and resources to take on any challenge. That projects are completed on time, on budget, and beyond expectations. And that we win awards – not just for our talent, but also for our ethics, employee culture, and growth.

Today, our wheelhouse is broad, with four key service offerings: Buildings, Energy, Infrastructure, and Environmental. Our staff of more than 650 team members is spread across 18 office locations. We're headquartered in Rochester, NY—but our impact is seen, felt, and experienced around the world.



SOLVE COMPLEX PROBLEMS



INFRASTRUCTURE

We're planning, designing, and building the systems and structures that enable modern life. It's innovation meets heavy-duty insight.

ENHANCE OUR EXPERIENCE



BUILDINGS & FACILITIES

It's about more than creating, maintaining and resurrecting the buildings in which we work, learn, and engage – it's about beautifying and bettering the communities we call home.

ADVOCATE FOR THE FUTURE



WASTE, RECYCLING AND ENVIRONMENTAL

Our services are leading the way to help study, restore, and safeguard the land, air and waterways in and around our communities.

LEAD THE WAY



ENERGY

From traditional energy sources to renewable ones, we're helping power our regions through energy resource management, transmission and distribution.

OVERVIEW OF QUALIFICATIONS AND EXPERIENCE

- LaBella has prepared Natural Resource Inventories, Open Space Plans and natural resource assessments for many communities throughout New York State.
- LaBella regularly works on projects that occur in environmentally sensitive areas. We often work on project sites with wetlands and streams (including sensitive areas such as bogs and fens); endangered, threatened, and rare species; significant ecological communities; vernal pools; and culturally significant areas.
- LaBella is experienced in completing habitat assessments for state and federally listed species that are known to occur within Saratoga County.
- LaBella's environmental staff has completed hundreds of wetland and stream delineations for various municipal, utility, residential, and commercial projects across the northeast.
- Our ecologists are experienced with coordinating and consulting with state and federal agencies regarding wetlands and endangered/threatened/rare species on project site.
- LaBella's GIS specialists focus on practical applications of technology to communicate information and to improve access to information needed by local decision makers.



APPROACH & SCOPE OF SERVICES



LaBella
Powered by partnership.

APPROACH AND SCOPE OF SERVICES

Approach

The Natural Resource Inventory (NRI) for the City of Saratoga Springs will:

- Map and describe the City's significant natural, cultural and scenic resources
- Identify threatened resources and assess those threats
- Identify conservation measures that would better protect these resources.

The NRI will consist of written narrative and maps as well as a GIS database. The document will include approximately 20 maps depicting natural and cultural resources in the City, as well as descriptions of each resource. The document will also include a "toolbox" of conservation strategies available to municipalities and their partners to protect and preserve their most vulnerable and significant resources. The GIS database and maps will be provided in a format that facilitates their use by City staff and boards to inform decisions about land conservation and development.

An optional product is a set of interactive GIS maps published on-line with the ability for OCAC and City Officials to access detailed data about the resources present on each parcel.

Scope of Services

Task 1: Summarize relevant plans, studies and programs; Compile data; Identify data gaps

- Compile and review relevant plans and studies prepared by the City of Saratoga Springs, Saratoga County, NYS agencies and not-for-



profit organizations as well as State, regional and private initiatives. These documents will include:

- City of Saratoga Springs plans and studies:
 - 2002 Open Space Plan
 - 2015 Comprehensive Plan
 - 2013 Urban and Community Forestry Master Plan
 - Working Plan for Historic Preservation in Saratoga Springs, and the
 - Parks Master Plan
- County, State, Federal and regional plans and studies (partial list):
 - Saratoga PLAN
 - Capital Mohawk PRISM
 - Hazard Mitigation Plans
 - Wetlands of Saratoga County
 - NYS Open Space Plan (2016)
- Compile available GIS data for use in preparing resource maps and analysis, including:
 - Parcel boundaries and attribute data
 - Land cover
 - NYSDEC Stream Classifications
 - NYSDEC Article 24 Freshwater Wetlands
 - USFWS National Wetland Inventory (NWI) wetlands
 - Watersheds and sub-watersheds
 - FEMA Flood Hazard Zones
 - NRCS Soil Survey (SSURGO) data
 - LIDAR (slopes)
 - New York Natural Heritage
 - LIDAR Elevation data
 - National Register Historic Sites and Districts
 - Archeologically sensitive areas
 - Parks, trails and other recreational land
 - Publicly owned and preserved land
 - Zoning Districts
 - Northern Long-Eared bat (*Myotis septentrionalis*) hibernacula sites
 - USGS 7.5-minute topographic quadrangles
 - Aerial orthoimagery
 - Mineral spring locations
 - Identify data gaps

LaBella's team has prepared NRIs, Open Space Plans, and natural resource assessments for many communities throughout New York State.

SCOPE OF SERVICES

Task 2: Prepare resource maps and narrative descriptions; recommend conservation strategies

Resource Maps

Prepare a series of GIS-based resource maps. To the extent possible, resource maps will be created using existing data and studies. Where needed, review of aerial orthoimagery provided from the NYS GIS Clearinghouse will determine the extent of resources that are not currently mapped (e.g., wetlands not mapped by NWI or NYSDEC and tree cover in developed areas.)

The resource maps will depict the following natural and cultural resources:

- Geology and Soils
 - Bedrock and Surficial Geology
 - Agricultural Soil Suitability
 - Steep Slopes
 - Hydric soils
- Water Resources
 - Groundwater and Aquifers
 - Watersheds and sub-watersheds
 - Streams and Waterbodies (using NYSDEC stream classifications)
 - FEMA 100-Year Floodplains
 - NWI Wetlands (using NWI classification code)
 - NYSDEC Freshwater Wetlands (using NYS wetland ID)
 - Impervious and Pervious Surface Coverage
 - Potential and Known Sources of Contamination
 - Mineral Springs

- Habitats and Wildlife
 - Significant Biodiversity Areas with the City
 - Un-fragmented Habitat Blocks
 - Stream and Riparian Habitat
 - Wetland Habitat
 - Forests, Grasslands and Shrublands
 - Rare Plants, Animals, and Habitats
 - Significant Natural Communities
- Cultural Resources
 - Scenic Resources
 - Recreation Resources
 - Historic Sites
 - Archeological Resources
- Land Use
 - Zoning and Tax Parcels
 - Land Use by Tax Parcel
 - Generalized Land Cover
 - Tree Canopy Cover in the Urban Forest
 - Farmland
 - Protected Conservation and Public Lands
 - Vacant parcels
- Areas of environmental concern
 - Waste disposal sites
 - Brownfields

Field Verification and Photos

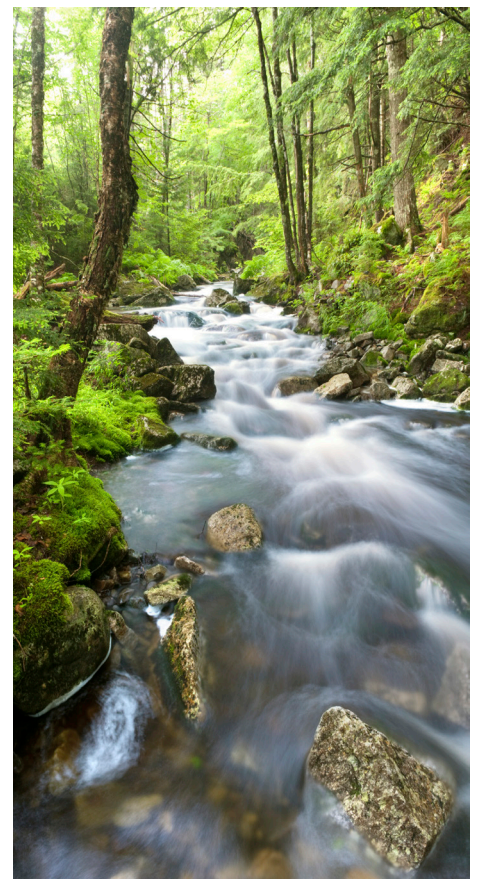
- Refine the resource maps listed above based on field verification conducted by OCAC members. The field verification will focus on significant habitats, biodiversity areas, tree canopy in the urban forest and other high priority resources identified by the OCAC.
- Compile or take photographs of representative natural and cultural resources.

Narrative Descriptions

Prepare narrative descriptions of each of the natural and cultural resources, and assess their significance and the potential threats. The tools and techniques that we will apply to each type of natural and cultural resource are described below.

At a minimum, the narrative will include:

- Natural settings, habitats, and ecological communities, including the habitats of notable at risk or endangered species;
 - Properties by parcel ID number identifying lands with: conservation easements, open space bond lands, park lands, and vacant parcels including landfills and listed Brownfield sites;



SCOPE OF SERVICES

Natural settings, habitats, ecological communities and endangered species

- Classify the natural land cover types found in the City of Saratoga based on the categories in "Ecological Communities of New York State," 2nd Edition.
- Describe the significant habitats found in the City.
- Prepare a summary table of Species of Conservation Concern documented in Saratoga Springs area.
- Identify and describe key wildlife corridors and other linkages between ecological communities.



"We have had great experience with LaBella - we use them extensively. They are extremely responsive and knowledgeable, which often comes in handy when judgment calls are necessary."

The Bank of Castile

- Work with the NYSDEC New York Natural Heritage Program (NYNHP) and USFWS to review potential for endangered, threatened, and rare species and/or habitat within the study limits. Review and compile data from NYNHP, NYSDEC, and USFWS into a table along with a narrative describing endangered, threatened, and rare species that occur, or have the potential for occurring, within the City of Saratoga Springs. The analysis will include species that have been recently listed (state and/or federally), for example the northern long-eared bat (*Myotis septentrionalis*). Describe the habitats where these species are found and recommend avoidance measures.
- **Surface water, wetlands and groundwater resources**
 - Delineate watersheds and sub-watersheds using data from NYS DEC as well as the United States Geologic Survey (USGS) Streamstats tool to delineate local sub-watershed boundaries and to determine which waterbodies directly contribute to the City of Saratoga freshwater resources.
- Identify local scale watersheds that specifically affect the City of Saratoga Springs.
- Document water quality of streams, ponds
- Identify and describe public mineral springs
- Document the natural features that support the existing public drinking water system, including the reservoir, wellhead protection areas, and the watershed. Describe how natural land cover types and habitat are related to and affect wellhead and watershed protection.

SCOPE OF SERVICES

- Identify those natural areas with particular biological or ecological importance, with a focus on those wetlands and waterways that impact the Hudson River Watershed (in particular the Kayderosseras and Fish Creek Corridor/ Saratoga Lake as identified by the 2016 NYS Open Space Plan.).

Climate-related conditions, risks and projections

- Assess the New York State and International Panel on Climate Change models for information regarding climate change impacts to New York State as a whole.
- Apply the New York State Energy Research and Development (NYSERDA) 2014 Supplement report to aid in identification of particular areas vulnerable to climate change within the city of Saratoga Springs.
- Using these reports, identify areas of conservation concern and areas that may be more climate resilient for conservation priority within the city.
- Work with the committee and aid the city in planning conservation goals for the identified areas.

Existing and potential recreational areas

- Describe existing parks, trails and recreation areas with a focus on the natural and ecological features of these areas.
- Identify natural areas that may be suitable for recreational use

Soils and Topography

- Assess the potential for erosion along steep slopes and highly erodible soils.
- Identify and describe those hilltops and ridges that are visible to residents and visitors and have scenic value as part of vistas or as points from which scenic vistas can be viewed.
- Identify and describe those areas with prime agricultural soils that are most suitable for continued agricultural use.

Public and recreational resources

- Describe the natural and cultural features of existing parks and recreational sites
- Identify areas suitable for future trail extensions and parks that are primarily for the enjoyment of natural resources.

Public and protected

- Identify and describe those parcels that are protected through conservation easements or that are owned and managed for conservation purposes by public agencies or not-for-profit organizations.
- Assess any threats to resource conservation on these parcels and opportunities to enhance their protection or to protect adjoining parcels

Areas of environmental concern

- Identify and describe sites known to have been used for hazardous waste disposal or other sites of environmental concern such as landfills and brownfields

- Assess the effect of these areas on natural and cultural resources

Open Space Conservation Strategies and Next Steps

Strategies

- Identify and describe conservation strategies suitable for the protection of each of the significant natural and cultural resources identified in the NRI. Strategies are expected to include:
 - Regulatory approaches (overlay zoning, development review standards)
 - Conservation easements (permanent or temporary)
 - Educational or
 - Citizen-led or landowner initiatives (revegetating eroded slopes, tree planting, native vegetation)
- Provide sources of information and contacts for technical and financial support for instituting conservation strategies

Next Steps

- Based on the findings from the data analysis, identify actions for the City to take to conserve the City's most significant natural and cultural resources.
- Prepare a framework for action to enable the City to incorporate strategies into the Comprehensive Plan and amended zoning regulations.

SCOPE OF SERVICES

Task 3: Draft Report

- Compile the maps and narratives into a draft report for review by the Open Space Advisory Committee and City staff. The report will identify and describe the City's natural and cultural resources in sufficient detail to allow its use in evaluating the impact of actions and decisions that might affect these resources.
- Following review by the OCAC and City staff, the draft report will be revised and made available for public comment following the presentation to the City Council.

Task 4: Final Report

- Following the public presentation to City Council, a final report will be prepared that incorporates comments from the OCAC, City staff, City Council and the public.
- OCAC and City staff will have an opportunity to review the revisions prior to finalizing the report.
- All GIS shapefiles produced as part of the NRI preparation will be provided to the City as a geodatabase, along with metadata that identifies the author, sources and methods of producing the data.

Optional Tasks (additional fee)

Additional research, including field verification of habitat and natural resources

If specific areas are of interest to the City of Saratoga for a more detailed ecological assessment, LaBella's biologists can provide ecological studies for plant

species, wildlife, endangered and threatened species assessments, and wetland delineation services in the future. LaBella's environmental staff have completed hundreds of ecological site assessments and habitat surveys for various private and commercial clients in addition to wetland and stream delineations for various municipal, utility, residential, and commercial projects across the northeast. Our ecologists are experienced with coordinating and consulting with state and federal agencies regarding wetlands and endangered/threatened/rare species on project sites.

The additional research will be based on the following hourly rates:

Project Manager:	\$110
Ecologist:	\$90*
Wetlands Scientist:	\$80*
GIS Specialist:	\$90

*Rate subject to change based on actual personnel performing the work and potential travel and lodging costs associated with field work.

Parcel-based database and on-line map publishing

If the City is interested in parcel level detail about resources and the ability to access this information online, the following tasks will be provided for an additional fee to be determined.

- Apply GIS software tools to prepare a database that reports the number of acres of each type of resources present in individual parcels
- Publish the resource maps online to enable access by the OCAC and City officials

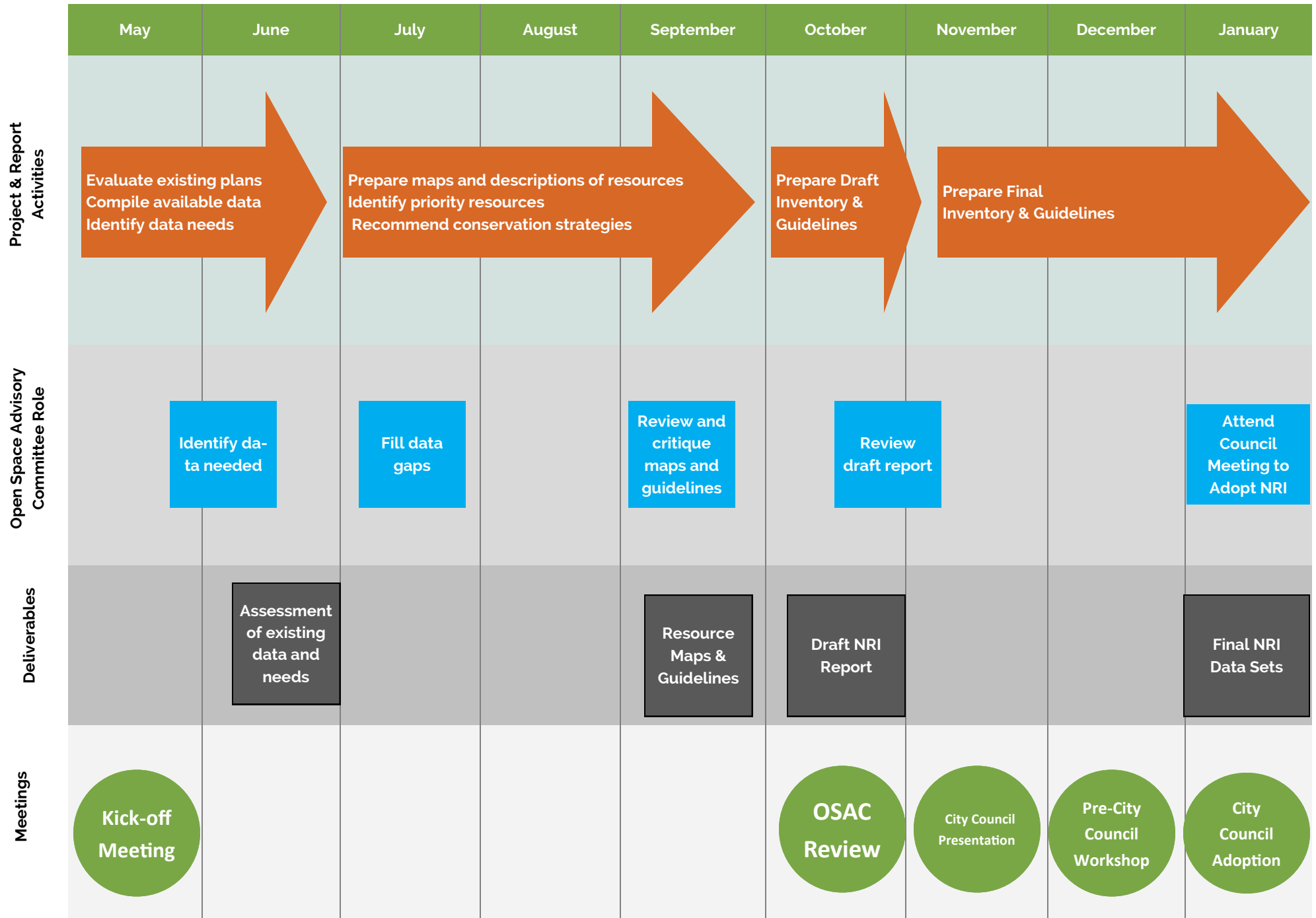
- Design and launch a tool to allow users to click on a parcel and find out the types and extent of resources present on the site (e.g., number of acres of wetlands, steep slopes, prime agricultural soils, etc.; historical site, trail; etc.)

PROJECT SCHEDULE



LaBella
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Proposed Project Schedule Natural Resource Inventory



KEY PERSONNEL



LaBella
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TEAM ORGANIZATION

We build a project team by thoughtfully engaging professionals that have demonstrated reliability, accountability and collaboration.



KEY PERSONNEL

The following LaBella staff members will have significant roles in preparing the City of Saratoga Springs Natural Resources Inventory. Each individual brings considerable experience in the analysis and evaluation of natural and cultural resources, community planning, and conservation strategies.

The enclosed resumes for each staff member identify their specialties and relevant project experience.

BARBARA JOHNSTON, AICP, LEED AP ND - PROJECT MANAGER

As Project Manager, Barbara Johnston will be the principal contact with the City and will be responsible for all deliverables. She will coordinate the contributions of other team members to ensure that the project is completed efficiently and is responsive to the City's objectives.

MEREDITH ELLIS - ECOLOGISY & WETLANDS SPECIALIST

Meredith Ellis will lead the inventory and analysis of natural resources, assessment of threats, and delineation of habitat through analysis of aerial photos in coordination with LaBella's Environmental Specialists. She will coordinate the site photography and the field verification of natural resources to be carried out by members of the Open Space Advisory Committee. In addition, she will conduct additional research as needed to fill gaps in data.

WES PETTEE - PLANNER

Wes Pettee will ensure that the NRI is easy to use and supports municipal decision making. He will contribute strategies for conservation that have been effective in other communities and will assist with the resource mapping.

LUCIA WOO - ENVIRONMENTAL PLANNER/GIS SPECIALIST

Lucia Woo will be responsible for designing and preparing the GIS maps that depict natural and cultural resources, and with the review and summary of existing plans, studies and regulations.

IRA POPLAR-JEFFRIES - WETLANDS & GIS SPECIALIST

Ira Poplar-Jeffries will contribute his expertise in evaluating ecological and natural resources as well as GIS mapping of scenic views (3D modeling and spatial analysis.)

JON PODOLIAK - WETLANDS SCIENTIST

Jon Podoliak will bring his knowledge of ecological communities as well as expertise in wildlife habitat and ecological analysis.

DAVID PAYE - CAD/GIS SPECIALIST

David paye will bring his extensive skills with CAD and GIS as well as his knowledge of wetland communities and regulations.



BARBARA JOHNSTON

Project Manager

Barbara, Project Planner, has over 28 years experience in community planning and project management. She has prepared numerous comprehensive plans as well as strategic plans for agricultural preservation, downtown revitalization, waterfront redevelopment, economic development and transportation services. Barbara has extensive experience in engaging the public as well as stakeholders in the planning process. She is also proficient in utilizing GIS software for mapping and data analysis.

AICP, LEED AP ND
American Institute of Certified Planners

LEED AP Neighborhood Development

EDUCATION
Cornell University: Candidate for Masters of City & Regional Planning

Wesleyan University: BA

ORGANIZATION
American Planning Association

Agricultural Preservation Plans

Prepared municipal Farmland & Agricultural Protection Plans for the Towns of Canandaigua, Parma, Perinton, Batavia, Butler, Junius, Romulus, Marilla, Chili, Wheatland, Nelson, Cazenovia and Lincoln. Each plan includes: an inventory, including GIS maps of agricultural resources; criteria for and a map delineating land suitable for long-term protection; and recommends strategies that can be pursued by local governments to preserve farmland and support the agricultural economy. Organized and facilitated public workshops and landowner meetings to ensure that recommendations are appropriate to the community and acceptable to the affected stakeholders.

Resource Conservation Plan, Town of Gorham, NY

Principal author for the preparation of a Farmland, Open Space and Resource Conservation Plan for the Town of Gorham. Identified techniques that could be used to implement the Town's goals to retain farmland, natural resources and scenic views. Utilized GIS software to prepare resource maps and a numerical rating

system. Provided training to newly appointed Conservation Board members in SEQ, land use regulations and the use of GIS software.

Agricultural Preservation Plan, Erie County, NY

As part of a team led by American Farmland Trust, prepared GIS maps, developed a parcel rating system and summarized recommendations in existing municipal land use plans for the Erie County Agricultural & Farmland Protection Plan.

Municipal Agricultural & Farmland Protection Plan Grants

Prepared and implemented grant applications to the NYS Department of Agriculture & Markets for the preparation of municipal plans for the protection of agricultural lands in the Towns of Lima, Groveland, Parma, Batavia and Perinton. Prepared grant applications for the Town of Perinton for the purchase of development rights to farmland pursuant to the Farmland Protection Implementation Projects grant program.

Local Waterfront Revitalization Plan, Town of Huron, NY

Prepared a the in preparing a Local Waterfront Revitalization Plan for the Town of Huron that articulates the Town's vision for its waterfronts, engages various stakeholders and interest groups, and provides practical guidance to the Town and its partners regarding waterfront development, adjoining land uses, business development, natural resource conservation, and recreation. Worked with the Town to ensure that the plan's recommendations were widely supported, realistic and achievable. The Plan document incorporated relevant information from the Sodus Point Harbor Management Plan and other existing plans and documents.

Local Waterfront Revitalization Program (LWRP) Grant Applications and Administration

Prepared successful LWRP grant applications to implement the Conesus Lake Watershed Management Plan. Prepared successful grant applications and administered the grants awarded to the Village's of Clyde and Penn Yan. The plan involved identifying issues and opportunities and addressed linkages to the downtown business district, gateways, trail connections, and development opportunities. Prepared successful grant applications on behalf of the Town of Perinton to prepare and to implement a Canal Access Plan for Bushnell's Basin.

Waterfront Revitalization Plan, Village of Penn Yan, NY

Project Manager responsible for identifying preliminary issues and opportunities for the Penn Yan waterfront which

includes linkages, gateways, trail connections, and development opportunities. Prepared a conceptual plan for the entire waterfront, three alternative redevelopment scenarios, and an implementation plan. Conducted a market analysis to determine the viability of potential redevelopment.

Waterfront Revitalization Plan, Village of Clyde, NY

Prepared a Vision Plan for Downtown and Waterfront Revitalization for the Village of Clyde. The plan addressed needs to improve linkages between the Erie Canal and the downtown business district and included recommendations for economic development, historic preservation and improvements to parks and trails.

Bushnell's Basin Canal Access Plan & Implementation, Town of Perinton, NY

Principal author and facilitator for a planning study that identified capital projects and programs to improve access to the Erie Canal and link the Canal to the Bushnell's Basin business district. Prepared a grant application to the NYS Department of State that resulted in an award of more than \$500,000 toward the implementation of the Plan's recommendations.

Zoning and Code Revisions Green Genesee/ Smart Genesee

Prepared code revisions focused on natural resource protection and renewable energy and energy for the Towns of Batavia, Alabama and Oakfield and the Village of Oakfield. Prepared regulations and maps for stream corridor and conservation overlay districts that establish criteria

and procedures for the review of development projects located in sensitive natural areas. Adapted model form-based codes for use in targeted areas of each municipality to support compact development patterns, mixed uses and walkability. Prepared code revisions to accommodate solar energy generation and electric vehicle charging stations.

Analysis of R-7 Zoning for Senior Housing - Town of Irondequoit, NY

Conducted an independent review of senior housing zoning provisions for the Town of Irondequoit. The project involved an inventory and comparison of provisions for senior housing in other Monroe County towns, including Planned Development Districts, special permit provisions and allowing senior housing development in all residential districts "by right".

Comprehensive Planning Green Genesee/ Smart Genesee

Prepared comprehensive plan updates to implement the Green Action Plans and Energy Strategies for the Towns of Alabama, Batavia and Oakfield and the Village of Oakfield. The updates addressed natural resource conservation, renewable energy and sustainable land use. Worked with a steering committee and representatives of each municipality to update the inventory of current conditions, analyze issues and opportunities, articulate updated goals and policies, and recommend specific actions. Each plan update included an implementation strategy that identified responsible entities, potential partners and funding sources and the relative priority and time frame for implementation.



WESLEY PETTEE

Senior Planner

Wes has over 15 years of experience as a Planner at the regional and local level. He has assisted local government administrative and legislative boards with land use decisions, and has also conducted environmental review processes for planning and grant projects. Wes has managed planning projects to cultivate public participation and community involvement. His effort helps create consensus-based visions and action plans geared towards project implementation, and also provides GIS and mapping skills. He also has a background in grant writing to fund housing, infrastructure, planning, recreation, and beautification projects.

AICP

American Institute of Certified Planners

EDUCATION

University at Buffalo: BA,
Environmental Design

ORGANIZATION

American Planning Association

Open Space and Conservation Planning, Town of Victor, NY

Co-author with the Town of Victor Conservation Board in developing a Natural Resources Inventory as well as regulatory language to preserve important natural resources in the Town.

GIS Mapping

Prepare graphic content including maps with aerial imagery, environmental and tax parcel overlays for planning and environmental analysis. Mapping capabilities include illustrating environmental features, land use, infrastructure, zoning districts, and other community resources.

Comprehensive Plan, Town of Victor, NY

Assist the Victor Comprehensive Planning Committee, as well as town and village officials to complete a comprehensive plan for the Town and Village of Victor.

Black Oak Wind Farm SEQR, Town of Enfield, NY

Assisted Town Attorney with assessing and documenting anticipated impacts of a wind power project consisting of 20 wind turbines within 925 acres

in the Town of Enfield (Tompkins County). Identification of potential environmental impacts assisted the development of a scoping document for a Draft Environmental Impact Statement. Example impacts of the project include altering views from Robert H. Treman State Park and Cayuga Lake. Portions of the project location encompass designated Important Bird Areas, as designated by the National Audubon Society.

Monroe County Crime Lab, Rochester, NY

Facilitated the SEQRA and NEPA environmental review processes in preparation for Monroe County's new 45,000 square foot, four-story crime lab under completed in downtown Rochester.

Sullivan County Jail, SEQRA, Sullivan County, NY

Facilitated the SEQRA environmental review process in preparation for Sullivan County's anticipated construction of a new 320,000 square foot jail facility in the Town of Thompson.



LUCIA WOO

Environmental Planner

Lucia is an Environmental Planner who focuses on environmental analysis & compliance and public health impacts. She provides critical GIS mapping and spatial analysis services in evaluating potential impacts to environmental and culturally sensitive resources as well as socioeconomic analyses. For projects ranging from water supply & energy infrastructure to downtown revitalization, she addresses concerns regarding: water resources, floodplains, historic & archeological resources, environmental remediation, demographics, and market potential. She also offers years of stakeholder engagement and spatial data development experiences with federal, state, and local governmental, non-profit, academic, and private businesses entities.

EDUCATION

Yale University: Master of Environmental Science with focus on Environmental Health

Yale University: BA, Environmental Studies

AWARDS

Environmental Policy & Public Health Research

ORGANIZATION

GIS Special Interest Group—Genesee Finger Lakes

American Planning Association

International Association of Wildland Fire

Street Tree Inventory - Urban Resources Initiative

Collected field data and published various maps on street trees of New Haven, CT utilizing ArcGIS Online and Collector tool on a crew of 9 members. The data informed new tree planting goals and maintenance efforts.

NEPA & SEQR Environmental Review of CDBG Entitlement Program - Town of Irondequoit

Currently assisting in the preparation of the annual environmental review of the Town's CDBG-funded programs including compliance with State and Federal environmental laws, specifically regarding flooding risks and potential exposures to toxic substances.

NEPA & SEQR Environmental Reviews of Water & School Districts—Various NYS Local Municipalities and Agencies

Currently creating, analyzing, and managing various GIS data (shapefiles) to determine potential impacts to the environment as

part of National Environmental Policy Act and State Environmental Quality Review Act compliance on numerous construction projects.

GIS Needs Assessment - LaBella Associates, DPC.

Currently conducting a survey to evaluate the company-wide needs for spatial data and analysis software tools, including data storage infrastructure and management best practices. The survey results will inform the company's 1- and 5-year plans to upgrade its technology.

Water Districts | SEQR/NEPA Reviews - Towns of Hopewell, Alexander, Ridgeway, & Wolcott

Conduct SEQR, Agriculture and Markets, and Rural Development NEPA reviews in coordination with involved/interested agencies (including SHPO, Natural Heritage, NYSDEC, USFWS, US Army Corps, etc.). Created relevant GIS maps for State and Federal reviews of vital environmental and cultural resources.



MEREDITH ELLIS

Ecology and Wetlands Specialist

Meredith is an Ecology and Wetlands Specialist with eight years of experience. She is a project manager for wetland and regulatory permitting projects, and her experience includes conducting wetland delineations, regulatory permitting, environmental monitoring, threatened and endangered species surveys, and ecological habitat assessments. She has extensive experience with geographic information systems (GIS) for wetland and ecological projects.

EDUCATION

SUNY College of Environmental Science & Forestry: MS, Ecology (anticipated 2018)

St. Lawrence University: BS, Biology

PROFESSIONAL AFFILIATIONS

Ecological Society of America

Society of Wetland Scientists

New York State Wetlands Forum

Natural Resource Inventory and Endangered Species Assessment: Greene County IDA–Town of Catskill, NY

Conducted a natural resource inventory and endangered species assessment on a large forested parcel in Greene County to establish baseline ecological information to support an environmental impact analysis for future development of the site. The assessment focused on the site's existing conditions and potential to support endangered/threatened/rare species and ecological communities. A detailed wildlife/plant survey was prepared, along with a wetland delineation and wetland mapping of the site. Federal, state, and various GIS mapping resources were also reviewed and analyzed in the report for a more complete ecological review of the site.

Biodiversity & Natural Resource Constraints Study: GlaxoSmithKline–E. Durham, NY

Goals of the study were to determine existing ecological conditions on site; presence of any rare, endangered, or threatened species; qualify the overall site biodiversity; and document natural resource constraints that would limit future development or use potential. Several site visits were conducted to detail plants and wildlife found on the site, document

areas of interest, and determine environmentally sensitive areas. A Natural Resource Inventory report was completed for the project site, which included GIS habitat coverytype mapping, a detailed summary of findings, and recommendations on maintaining and increasing biodiversity at the site.

Natural Resource Inventory: Private Landowner–Towns of Livingston and Germantown, NY

Completed a baseline natural resource inventory on over 650 acres in Columbia County to document existing conditions and review the potential for placing the land in a conservation easement. The purpose of the assessment was to document existing natural resources and property conditions including detailed reviews on plant and wildlife communities, potential for rare species, historical use (structures, roads, and trails), and recent improvements such as land clearing. Habitat coverytype maps were prepared for the site, and a variety of resources were reviewed to document the onsite conditions including NYSDEC wetland mapping, National Wetland Inventory mapping, existing LiDAR data, historic aerial imagery, soils surveys, and information from the New York Natural Heritage Program.



IRA POPLAR-JEFFERS

Wetland & Ecology Specialist

EDUCATION

**West Virginia University: MS,
Wildlife & Fisheries Resources**

**James Madison University: BS,
Biology**

CERTIFICATIONS/ REGISTRATIONS

OSHA 40-hour HAZWOPER

**NYSDEC 4-hour Erosion &
Sediment Control Qualified
Inspector (Inspector ID #040T-
111616-25)**

Town of Canandaigua 2018 Open Space Master Plan– Canandaigua, NY

Mr. Poplar-Jeffers conducted a Viewshed Analysis using the ArcGIS v10.4 3D Analyst Extension to identify the most valuable and critical lands within the Town for open space and other natural resources. A 2-meter Digital Elevation Model (DEM) from the NYS GIS Clearinghouse (GIS.NY.GOV) was utilized to model viewsheds from a set of known scenic points within the Town. These viewshed models were then cross-referenced with tax parcel shapefiles to identify those sites falling within the view of one or more of these scenic points. The identified scenic properties were then rated in this viewshed category based on how many viewshed areas they fell within and proximity to the viewpoint. This metric was just one used to prioritize potential conservation lands within the Town. Ira also assisted with development of the ecological communities narrative and maps which identified the most important ecological communities in the Town. Ira helped to present this material at a public meeting at the Town Hall to introduce the draft plan to the Town Board and residents. Ira spoke about the important

ecological communities and habitats found within the town, and presented the results of the Viewshed Analysis.

Third Fork Creek Watershed Assessment, City of Durham, Durham County, NC

Ira assisted with the completion of a comprehensive watershed study in Durham, NC, funded by the City of Durham. This study involved prioritization of stream reaches for potential improvements/repairs aimed at improving water quality in the basin. Stream reaches were first identified based upon level of urbanization, proximity to utilities, basin area, and various other metrics to identify a subset of reaches that were visited in the field. All reaches visited in the field were assessed for morphological stability, bank and riparian condition, litter, condition of nearby or crossing utilities (i.e., sewer lines, etc), potential BMP opportunity, stream restoration potential, and various other metrics. These metrics were then analyzed in a database, and prioritized to be presented to the City of Durham as the most cost-effective reaches for watershed improvement activities. This project included significant citizen participation.



JON PODOLIAK

Wetland and Ecology Specialist

Jon is a Wetland and Ecology Specialist with two years of experience. His responsibilities include performing ecological and wetlands studies, preparing reports and permit applications. Jon is also experienced in using GIS.

EDUCATION

Clarkson University: BS, Biology

**The College at Brockport:
MS, Environmental Science &
Ecology**

Town of Canandaigua: Open Space Master Plan— Canandaigua, NY

Mr. Podoliak prepared a summary narrative of ecological communities identified within the Town of Canandaigua and detailed the importance of each community and the various wildlife and plant species found within them. He also aided in the development of GIS maps detailing the land cover communities found and providing GIS map deliverables for the Town Board.

Wetland Delineations

Jon has performed numerous wetland delineations for various clients, including solar array clients, utilities and developers. His role involved using a Trimble GPS to locate delineation flags. He also assisted in identifying wetland plants, hydrology, and soils. Furthermore, he managed the recording of field notes, photography, and the necessary data forms according to the 1987 Army Corps of Engineers Wetland Delineation Manual. He was also responsible for the wetland report that follows the delineation, this includes GIS figures showing onsite wetland conditions. Some of the clients that he's performed delineations for include:

- MAP Energy Funding Solutions

- Sun8 PDC LLC
- Abundant Solar
- Suncommon
- Cayuga Power Company
- Dolomite Products Company
- Finger Lakes Community Health
- Avangrid
- Morton Salt
- Schoharie County
- The Town of Mendon

USACE and NYSDEC Wetland Permit Packages

Jon was responsible for compiling several Joint Permit Application packages for various projects. He was responsible for researching the necessary permits needed for the projects as well as drafting the permit submittal for each agency. Further, he was responsible for GIS maps that were submitted with the permit packages. As part of submission for several packages he also completed endangered species correspondence with the U.S. Fish and Wildlife Service. Some of the clients that he's prepared permit packages for include:

- Avangrid
- Sun8 PDC LLC
- Abundant Solar
- Schoharie County
- The Town of Victor



DAVID PAYE

CAD/GIS Specialist

EDUCATION

ITT Technical Institute:
Associates, Computer Aided
Drafting and Design

CERTIFICATIONS/ ORGANIZATIONS

NYSDOL Certified - Asbestos
Inspector, Designer Certification,
and Management Planner

David is an Environmental CAD/GIS Specialist. His experience includes 2D and 3D Civil and Environmental drafting, and creating base maps and figures in AutoCad as well as Arc GIS. David is proficient in AutoCad standard, AutoCAD Civil 3D, Arc GIS as well as other AutoCad software and Adobe and Microsoft software.

Dave is also a New York State Department of Labor certified Asbestos Inspector, Designer, and Management Planner. He has served various clients in a variety of markets, including education, healthcare, architectural, real estate, and municipal.

Rochester Housing Authority: **Asbestos Abatement and** **Demolition Bid Package —** **Rochester, NY**

Dave is responsible for the research and development which is required to create Asbestos Abatement drawings, as well as the appropriate Specification Sections, to detail and outline the asbestos removal asbestos various projects under our Term Agreement with the Rochester Housing Authority.

University of Rochester Strong **Memorial Hospital: Imaging** **Center Renovation Abatement** **Design — Rochester, NY**

As part of the larger renovation team, Dave acted as LaBella's primary abatement designer for this multi-phase project. Dave collected field data in order to create the necessary Asbestos Abatement drawings, as well as the appropriate Specification Sections. This project involved three phases which took place over the course of two years. Dave was responsible for

understanding the demolition and renovation work to be required and catering the abatement drawings around that work.

Wetland Projects

Dave assisted with using the GPS unit out in the field to locate the wetland flags and data points. The data collected was then utilized in the office to create the required report figures. He utilized Esri Arc GIS to create the figures that contain all the necessary layers such as contours, existing federal and State wetlands and also the other necessary hydrology and soil layers. Some of the clients he's worked with include:

- Cayuga Power
- Sun 8
- Iberdrola

RELEVANT EXPERIENCE AND REFERENCES



LaBella
Powered by partnership.

NATURAL RESOURCE INVENTORY

Town of Victor, NY

CLIENT PARTNER

Kate Crowley
Town of Victor
Conservation Board
(585) 733-1365
kate.crowley@rochester.edu



LaBella Associates worked closely with the Town of Victor Conservation Board to complete the Town's final phase of their Natural Resource Inventory. The work accurately reflects the current physical and environmental resources within the Town in order to provide solid, science-based data upon which to rely when reviewing site plans and advising Town Officials.

Phase I of the process included preparation of maps identifying known locations of natural resources throughout the town, as well as accompanying narrative summaries for each mapped resource.

Subsequent phase involved the creation of a Steep Slope Policy that incorporates a more complex analysis of steep slope and development issues, beyond the quantification of "steepness" (grade).

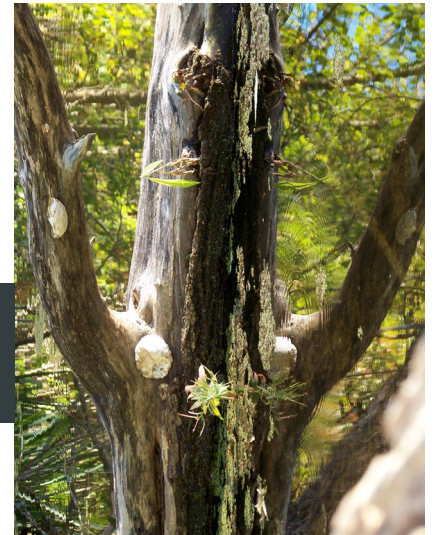
In addition, LaBella prepared an Open Space Index to identify, describe and map the open space in the Town and to

LaBella performed a Natural Resource Inventory for the Town of Victor to provide science-based data to assist in making development decisions.

determine the extent of various types of open space, both town-wide and in individual parcels. The Open Space Index also provides the Conservation Board with interactive resources, including an electronic parcel database and interactive maps.

The Town Conservation Board utilizes the Natural Resource Inventory and Open Space Index to evaluate potential impacts from proposed development on the Town's natural and cultural resources.

LaBella staff advise the Town regarding conservation approaches and participates in public hearings and update sessions for the Planning Board, Zoning Board, and Town Board.



OPEN SPACE, CONSERVATION AND SCENIC VIEWS MASTER PLAN

Town of Canandaigua



Our services lead the way in studying, restoring, and safeguarding the land, air, and waterways in and around our communities.

LaBella Associates is working with the Town of Canandaigua to prepare an Open Space, Conservation and Scenic Views Master Plan. The plan documents important natural, scenic and other open space resources and recommends actions to conserve and protect them.

The Plan includes reference maps that depict:

- ecological communities
- regulated wetlands
- streams and watersheds
- steep slopes
- scenic vistas
- parcels protected by conservation easements
- historic and cultural sites

A parcel-based rating system helps to prioritize land for conservation and long-term protection. GIS-based tools compute the number of acres, within each tax parcel, of land in various ecological communities,

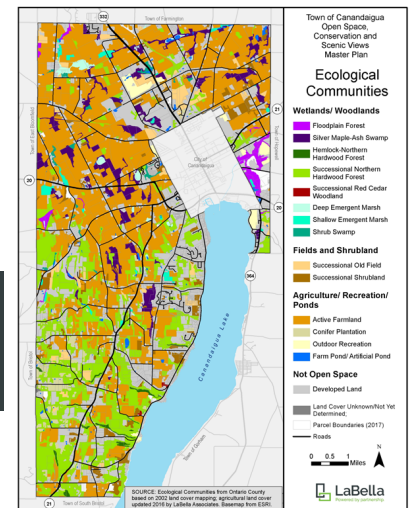
adjoin streams, or containing steep slopes or lake views. A weighting system helps the Town identify landowners to approach for educational purposes and parcels with high priority for conservation.

Public engagement included:

- a public workshop with representatives of the local land trust, Soil & Water Conservation District, and wetlands scientist to learn about the Town's resources and conservation strategies
- a survey mailed directly to landowners
- a public informational meeting to review the plan's findings and recommendations (expected Summer 2018).

CLIENT PARTNER

Doug Finch
Town Manager
Town of Canandaigua
(585) 394-1120 x 2234
dfinch@townofcanandaigua.org



The Open Space Plan will be used by the Town to:

- support land conservation activities such as acquisition of easements
- inform development reviews when project impact natural resources
- encourage landowners to undertake stewardship activities on their properties.

COST PROPOSAL



LaBella
Powered by partnership.

COST PROPOSAL

LABELLA

Task	Project Manager/ Senior Planner	Ecologist Wetlands Scientist	Planner/ GIS Specialist	Fee
Task 1 - Review existing plans and studies; Compile data; Identify data gaps	4	8	8	\$1,800
Task 2 - Prepare resource maps; recommend conservation strategies				
Resource Mapping	20	20	32	\$6,560
Site photos; coordinate field verification by OCAC		24		\$2,160
Narrative descriptions of resources	8	16	16	\$3,600
Conservation strategies	16	8	8	\$3,120
Task 3 - Prepare draft NRI (Inventory and Guidelines)	16	16	24	\$5,120
Task 4 - Prepare final NRI (Inventory and Guidelines)	8	8	8	\$2,240
Task 5 - Meetings (3 with OCAC, staff, City Council; one public presentation)	32	24		\$3,520
Total Hours	104	124	96	324
Fee	\$11,440	\$11,160	\$2,775	\$28,120
Misc. Costs (not to exceed.)				\$1,300
Total	\$11,440	\$11,160	\$2,775	29,420

TOTAL BID IN FIGURES: \$ 29,420

TOTAL BID WRITTEN: twenty-nine thousand, four hundred and twenty dollars

COMPANY NAME: LaBella Associates, D.P.C.

ADDRESS: 25 Delaware Ave

Delmar

(City)

NY

(State)

12054

(Zip)

Phone No. (518) 439-8235

E-MAIL ADDRESS: bjohnston@labellapc.com

AUTHORIZED SIGNATURE: 

PRINTED NAME: Robert Pepe

TITLE: Chief Financial Officer DATE: 4-23-18

FORMS



LaBella
Powered by partnership.



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: [Signature] Print Name: Robert Pepe

Title: Chief Financial Officer Date: 4-23-18

Company: LaBella Associates, D.P.C. Address: 25 Delaware Ave., Delmar, NY 12054

Subscribed to under penalty of perjury under the laws of the State of New York, this 23rd day of April, 2018 as the act and deed of said corporation of 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.

To promote a working relationship with the City of Saratoga Springs based on ethical business practices, contractors, consultants, vendors and suppliers are expected to:

- Not seek, solicit, demand or accept any information, verbal or written, from the City of Saratoga Springs or its representatives that provides an unfair advantage over a competitor.
- Not engage in any activity or course of conduct that restricts open and fair competition on City of Saratoga Springs related projects and transactions.
- Not engage in any course of conduct with the City of Saratoga Springs employees or its representatives that constitutes a conflict of interest, in fact or appearance.
- Not offer any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- Report to the City of Saratoga Springs any activity by a City of Saratoga Springs employee or contractor, consultant or vendor of the City of Saratoga Springs that is inconsistent with the City of Saratoga Springs Code of Ethics.

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.
- The 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:  Printed name: **Robert Pepe**

Title: **Chief Financial Officer** Date: **4-23-18**

Company Name: **LaBella Associates, D.P.C.**

Company Address: **25 Delaware Ave., Delmar, NY 12054**



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: RFP#: 2018-03 City Project Name: Natural Resource Inventory Prevailing Wage Project No.:
City Department: Department of Accounts Department Contact Person: City Ext.:
Company Name: LaBella Associates, D.P.C.
Company Address: 25 Delaware Ave., Delmar, NY 12054
Company Telephone No.: 1.877.626.6606 Company Fax No.: 585.454.3066
Consultant Primary Contact for This Project: Barbara Johnston, AICP, LEED AP ND Title: Senior Planner

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:** Failure to secure compensation for the benefit of, and keep insured during the life of this agreement, employees required in compliance with the provisions of Workers' Compensation Law shall make this Agreement void and of no effect.

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

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: _____

Date: _____

4/23/18



LBEASS-01

AKEEFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/03/2017

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 have ADDITIONAL INSURED provisions or 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	CONTACT NAME:	
	PHONE (A/C, No, Ext): (585) 473-8000	FAX (A/C, No): (585) 340-1714
	E-MAIL ADDRESS: reception@paris-kirwan.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Indemnity Company of CT	25682
INSURED LaBella Associates, PC & LaBella Associates, DPC 300 State Street - Suite 201 Rochester, NY 14614	INSURER B : Travelers Indemnity Co. of America	25666
	INSURER C : Travelers Indemnity Company	25658
	INSURER D : Travelers Property Casualty Co of America	25674
	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 INSD	SUBR 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 <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6806H445191	11/07/2017	11/07/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 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 checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA7A560634	11/07/2017	11/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<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			CUP7A573887	11/07/2017	11/07/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Follow Form \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB3803T454	11/07/2017	11/07/2018	<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 Equip.			6807A554314	11/07/2017	11/07/2018	\$500 Ded. 50,000
A	Scheduled Equipment			6807A554314	11/07/2017	11/07/2018	Blanket Equipment 201,903

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All operations usual to the business of the insured.

CERTIFICATE HOLDER

CANCELLATION

LaBella Associates, DPC 300 State Street, Suite 201 Rochester, NY 14614	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 <i>Lawrence Stanney</i>



LABEL-1

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2017

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 have ADDITIONAL INSURED provisions or 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 585-385-0428 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: smiller@poole-ny.com	
INSURED Labella Associates, P.C. 300 State Street Rochester, NY 14614		INSURER(S) AFFORDING COVERAGE INSURER A: Berkley Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 32603	

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 OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Prof. Liability PollutionLiability			AEC-9017710-02	11/20/2017	11/20/2018	PER CLAIM 5,000,000 AGGREGATE 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

EVIDENCE OF INSURANCE	EVIDE-1
	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 <i>Mary Beth Rumble</i>



877.626.6606
WWW.LABELLAPC.COM